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NEW SOUTH WALES.

VOTES

AND

PROCEEDINGS

OF

THE LEGISLATIVE ASSEMBLY

DURING THE SESSION

OF

1877-8,

WITH THE VARIOUS DOCUMENTS CONNECTED THEREWITH.

IN FOUR VOLUMES.

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LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

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SESSION 1877-8.

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1877-8.

—
LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

PROGRESS REPORT FROM THE SELECT COMMITTEE

ON THE CASE OF

MR. JOHN GARSED;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE,

MINUTES OF EVIDENCE,

AND

APPENDIX.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,
16 *May*, 1878.

SYDNEY: THOMAS RICHARDS, GOVERNMENT PRINTER.

—
1878.

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1877-8.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

Session 1876-7.

VOTES No. 55. FRIDAY, 4 MAY, 1877.

12. MR. JOHN GARSEED :—Mr. Hurley (*Hartley*) moved, pursuant to Notice,—
- (1.) That a Select Committee be appointed, with power to send for persons and papers, to inquire into and report upon a case instituted against one John Garsed, in October, 1859.
- (2.) That such Committee consist of Mr. F. B. Suttor, Mr. Macintosh, Mr. McElhone, Mr. W. C. Browne, Mr. Farnell, Mr. Day, and the Mover.
- Mr. Davies moved, That the Debate on this Question be now adjourned.
- Debate ensued.
- Motion—for the adjournment of the Debate—by leave withdrawn.
- Original Question put and passed.

VOTES No. 60. TUESDAY, 15 MAY, 1877.

8. MR. JOHN GARSEED (*Formal Motion*) :—Mr. Hurley (*Hartley*) moved, pursuant to Notice, That the Petition of John Garsed, presented on the 2nd June, 1876, together with the Return to Address in reference to the case of John Garsed, laid upon the Table and ordered to be printed on the 18th January, 1877, be referred to the Select Committee now sitting on the case of Mr. John Garsed. Question put and passed.

VOTES No. 100. WEDNESDAY, 11 JULY, 1877.

8. RESCISSION OF ORDER FOR PRINTING PAPERS :—Mr. F. B. Suttor (*by consent*) moved, without Notice, That the Order made this day for printing papers in the case of Mr. John Garsed be rescinded, and that the papers be referred to the Select Committee now sitting on the case. Question put and passed.

Session 1877-8.

VOTES No. 20. TUESDAY, 5 FEBRUARY, 1878.

18. MR. JOHN GARSEED :—Mr. Hurley (*Hartley*) moved, pursuant to *amended* Notice,—
- (1.) That a Select Committee be appointed, with power to send for persons and papers, to inquire into and report upon a case instituted against one John Garsed, in October, 1859.
- (2.) That such Committee consist of Mr. Leary, Mr. Day, Mr. Shepherd, Mr. Macintosh, Mr. Windeyer, Mr. Greenwood, Mr. W. C. Browne, Mr. Copeland, Mr. Baker, and the Mover.
- (3.) That the Proceedings of, and Evidence taken before, the Select Committee on this case during the Session 1876-7 be laid upon the Table, with a view to being referred to this Committee.
- Question put.
- The House divided.

Ayes, 29.

Mr. Farnell, Mr. Fitzpatrick, Mr. Sutherland, Mr. Burns, Mr. Cohen, Mr. Leary, Mr. W. H. Suttor, Mr. Simson, Mr. T. R. Smith, Mr. Greenwood, Mr. Day, Mr. Bennett, Mr. Lucas, Mr. Baker, Mr. Bawden, Mr. Lynch,	Mr. Macintosh, Sir John Robertson, Mr. Eckford, Mr. Thompson, Mr. Greville, Mr. Murphy, Mr. W. C. Browne, Mr. O'Connor, Mr. Shepherd, Mr. Barbour, Mr. McElhone, <i>Tellers.</i> Mr. Cameron, Mr. Hurley (<i>Hartley</i>).
--	---

Noes, 6.

Mr. J. Davies,
 Mr. Driver,
 Mr. Garrett,
 Dr. Bowker,

Tellers.
 Captain Onslow,
 Mr. Roseby.

And so it was resolved in the affirmative.
 The Clerk thereupon laid the documents upon the Table.

VOTES

VOTES No. 23. FRIDAY, 8 FEBRUARY, 1878.

7. MR. JOHN GARSEED (*Formal Motion*):—Mr. Hurley (*Hartley*) moved, pursuant to Notice, That the Proceedings and Evidence laid upon the Table by the Clerk on 5th February, 1878, be referred to the Select Committee appointed on the case of Mr. John Garsed. Question put and passed.
-

VOTES No. 74. THURSDAY, 16 MAY, 1878.

6. MR. JOHN GARSEED:—Mr. Hurley (*Hartley*), as Chairman, brought up a Progress Report from, and laid upon the Table the Minutes of Proceedings of, and Evidence taken before, the Select Committee for whose consideration and report the case of Mr. John Garsed was referred, on 4th May, 1877, and 5th February, 1878; together with Appendix. Ordered to be printed.
-

1877-8.

MR. JOHN GARSED.

PROGRESS REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, appointed on 5th February, 1878,—“with power to send for persons and papers, to inquire into and report upon a case instituted against one John Garsed, in October, 1859,” and to whom was referred, on 8th February, 1878, “the Proceedings and Evidence laid upon the Table by the Clerk, on 5th February, 1878,”—have agreed to the following Progress Report:—

Your Committee having examined the witnesses named in the List,* and received a large amount of documentary evidence, have resolved, owing to the advanced period of the Session, to report the evidence to your Honorable House, and to recommend that the inquiry be resumed early next Session.

JOHN HURLEY,

Chairman.

No. 3 Committee Room,

Sydney, 14th May, 1878.

PROCEEDINGS OF THE COMMITTEE.

Session 1876-7.

FRIDAY, 11 MAY, 1877.

MEMBERS PRESENT:—

Mr. Hurley (*Hartley*), | Mr. Farnell,
Mr. Day.

Mr. Hurley called to the Chair.

Entry from Votes and Proceedings, appointing the Committee, read by the Clerk.

Committee deliberated.

Ordered,—That Mr. John Garsed be summoned to give evidence next meeting.

[Adjourned to Wednesday next, at half-past *Ten* o'clock.]

WEDNESDAY, 16 MAY, 1877.

MEMBERS PRESENT:—

Mr. Hurley (*Hartley*), in the Chair.
Mr. Farnell, | Mr. Hill.

Entry from Votes and Proceedings referring Petition of John Garsed, and Return to Address in reference to the case of John Garsed, read by the Clerk.

Printed copies of the Papers referred, before the Committee.

Mr. John Garsed called in and examined.

Witness *handed in* certain documents, which were ordered to be appended (*see Appendices A1 to 22*), and *produced* Journal of Mr. Pritchard, and statement made up by Mr. Humphery, from Ledger of Mr. Pritchard.

Witness withdrew.

Committee deliberated.

Ordered,—That Mr. John Garsed be summoned to give evidence next meeting.

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

FRIDAY, 18 MAY, 1877.

MEMBERS PRESENT:—

Mr. Hurley (*Hartley*), in the Chair.
Mr. Farnell, | Mr. Day,
Mr. Terry, | Mr. W. C. Browne.

Mr. John Garsed called in and further examined.

Witness *handed in* certain documents, which were ordered to be appended. (*See Appendices A 23 and 24.*)

Witness withdrew.

Re-assembling of the Committee to be arranged by the Chairman.

[Adjourned.]

THURSDAY, 28 JUNE, 1877.

MEMBERS PRESENT:—

Mr. Hurley (*Hartley*), in the Chair.
Mr. Farnell, | Mr. Day,
Mr. Terry.

The Clerk laid before the Committee the evidence of Mr. Garsed, to which new matter had been added during its revision by the witness.

Committee deliberated, and instructed the Clerk to strike out the new matter which had been introduced.

Mr. Joseph Carroll called in and examined.

During the examination of this witness Mr. Farnell objected to the evidence, on the ground that the circumstances upon which he was giving evidence took place when the witness was not in the employ of Mr. Ashdown, and therefore he could not give the Committee any information from his own personal knowledge.

Witness withdrew.

Committee decided that the evidence was inadmissible.

Committee deliberated.

Re-assembling of the Committee to be arranged by the Chairman.

[Adjourned.]

MONDAY,

MONDAY, 9 JULY, 1877.

MEMBERS PRESENT:—

Mr. Hurley (*Hartley*), | Mr. Day.

In the absence of a quorum, the meeting called for this day lapsed.

WEDNESDAY, 11 JULY, 1877.

In the absence of a quorum, the meeting called for this day lapsed.

TUESDAY, 31 JULY, 1877.

MEMBER PRESENT:—

Mr. Hurley (*Hartley*).

In the absence of a quorum, the meeting called for this day lapsed.

FRIDAY, 3 AUGUST, 1877.

MEMBERS PRESENT:—

Mr. Hurley (*Hartley*), | Mr. Farnoll.

In the absence of a quorum, the meeting called for this day lapsed.

THURSDAY, 9 AUGUST, 1877.

MEMBERS PRESENT:—

Mr. Terry, | Mr. Day.

In the absence of a quorum, the meeting called for this day lapsed.

Session 1877-8.

WEDNESDAY, 13 FEBRUARY, 1878.

MEMBERS PRESENT:—

Mr. Hurley (*Hartley*), | Mr. Macintosh,
Mr. Greenwood, | Mr. Day,
Mr. Copeland.

Mr. Hurley called to the Chair.

Entries from Votes and Proceedings appointing the Committee, and referring Proceedings and Evidence of Committee of last Session, read by the Clerk.

Proceedings and Evidence of last Session before the Committee.

Committee deliberated.

Ordered,—That Mr. Joseph Carroll be summoned to give evidence next meeting.

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

FRIDAY, 15 FEBRUARY, 1878.

MEMBERS PRESENT:—

Mr. Macintosh, | Mr. Greenwood.

In the absence of a quorum, the meeting called for this day lapsed.

WEDNESDAY, 20 FEBRUARY, 1878.

MEMBERS PRESENT:—

Mr. Hurley (*Hartley*), in the Chair.

Mr. Greenwood, | Mr. Day.

Joseph Carroll, Esq. (*Accountant*), called in and examined.

Witness produced Ledger of Messrs. W. Dean & Co., showing account kept in the name of Mr. John Garsed.

Witness withdrew.

Ordered,—That Mr. Joseph Carroll be summoned to give evidence next meeting.

TUESDAY,

TUESDAY, 26 FEBRUARY, 1878.

MEMBERS PRESENT :—

Mr. Hurley (*Hartley*), in the Chair.

Mr. W. C. Browne, | Mr. Copeland.

Mr. Joseph Carroll called in and further examined.

Witness withdrew.

Committee deliberated.

Ordered,—That Mr. John Garsed be summoned to give evidence next meeting.

[Adjourned to Thursday next, at half-past *One* o'clock.]

THURSDAY, 28 FEBRUARY, 1878.

MEMBERS PRESENT :—

Mr. Hurley (*Hartley*), in the Chair.

Mr. Copeland, | Mr. Day.

Committee deliberated.

Committee adjourned to *Three* o'clock.

There being no quorum at the time appointed for the re-assembling of the Committee, the meeting lapsed.

TUESDAY, 5 MARCH, 1878.

MEMBERS PRESENT :—

Mr. Hurley (*Hartley*), in the Chair.

Mr. Greenwood, | Mr. Day,
Mr. W. C. Browne.

Certain documents having been referred to the Committee, they proceeded to inspect them, with a view to the ordering of those that it was desirable to print, to be appended to the evidence.

Documents ordered to be appended, together with Ledger made up by Mr. Humphrey from Journal of Mr. Pritchard. (*See Appendices B 1 to 10.*)

Committee deliberated.

Re-assembling of the Committee to be arranged by the Chairman.

[Adjourned.]

WEDNESDAY, 13 MARCH, 1878.

MEMBERS PRESENT :—

Mr. Hurley (*Hartley*), in the Chair.

Mr. Macintosh, | Mr. W. C. Browne.

Committee deliberated.

Chairman handed in a certified copy of the Report of Mr. Joseph Carroll on accounts of Mr. John Garsed with Messrs. Dean & Co., which was ordered to be appended. (*See Appendix C.*)

Re-assembling of the Committee to be arranged by the Chairman.

[Adjourned.]

TUESDAY, 2 APRIL, 1878.

MEMBERS PRESENT :—

Mr. Hurley (*Hartley*), in the Chair.

Mr. Day, | Mr. Copeland.

Chairman laid before the Committee correspondence in reference to the examination of Messrs. Wilson & Constable, which was ordered to be appended. (*See Appendix D.*)

Committee deliberated.

Ordered,—That Mr. W. L. Wilson and Mr. Marmaduke Constable be summoned to give evidence next meeting.

[Adjourned to To-morrow, at *Eleven* o'clock.]

WEDNESDAY, 3 APRIL, 1878.

MEMBERS PRESENT :—

Mr. Hurley (*Hartley*), in the Chair.

Mr. W. C. Browne, | Mr. Copeland.

Chairman laid before the Committee a letter from Mr. John Garsed in reference to his case.

Mr. George Lea Wilson called in and examined.

Witness withdrew.

Mr. John Garsed called in and examined.

Witness withdrew.

Mr. Joseph Carroll called in and further examined.

Witness withdrew.

Committee deliberated.

Ordered,—That Mr. Marmaduke Constable be summoned to give evidence next meeting.

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

FRIDAY,

FRIDAY, 5 APRIL, 1878.

MEMBER PRESENT:—

Mr. Hurley (*Hartley*).

In the absence of a quorum, the meeting called for this day lapsed.

WEDNESDAY, 10 APRIL, 1878.

MEMBERS PRESENT:—

Mr. Hurley (*Hartley*), | Mr. Day.

In the absence of a quorum, the meeting called for this day lapsed.

THURSDAY, 11 APRIL, 1878.

MEMBERS PRESENT:—

Mr. Macintosh, | Mr. Hurley (*Hartley*).

In the absence of a quorum, the meeting called for this day lapsed.

FRIDAY, 12 APRIL, 1878.

MEMBERS PRESENT:—

Mr. Hurley (*Hartley*), | Mr. Copeland,
Mr. Day.

Clerk informed the Committee that a letter written by Mr. James Hoskins, M.P., to the Chairman, in evidence before the Committee, had been published by Mr. Garsed.

Chairman stated that he had shown Mr. Garsed Mr. Hoskins's letter, but had no knowledge of its publication.

Mr. John Garsed was called in and informed that the publication of any document in evidence before, or in the possession of the Committee, was a breach of privilege.

Mr. Garsed withdrew.

Marmaduke Constable, Esq., called in and examined.

Witness withdrew.

Committee deliberated.

Re-assembling of the Committee to be arranged by the Chairman.

[Adjourned.]

THURSDAY, 2 MAY, 1878.

In the absence of a quorum, the meeting called for this day lapsed.

TUESDAY, 7 MAY, 1878.

In the absence of a quorum, the meeting called for this day lapsed.

WEDNESDAY, 8 MAY, 1878.

In the absence of a quorum, the meeting called for this day lapsed.

TUESDAY, 14 MAY, 1878.

MEMBERS PRESENT:—

Mr. Hurley (*Hartley*), in the Chair.

Mr. Day, | Mr. Copeland.

Committee deliberated.

Motion made (*Mr. Day*), and Question,—That the Proceedings and Evidence of the Committee of last Session be adopted as the Proceedings and Evidence of this Committee,—put and passed.

Chairman submitted Draft Progress Report.

Same read and agreed to.

Chairman to report to the House.

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LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON THE CASE OF

MR. JOHN GARSEED.

Session 1876-7.

WEDNESDAY, 16 MAY, 1877.

Present:—

MR. DAY, | MR. FARNELL,
MR. HURLEY (*Hartley*).
JOHN HURLEY, ESQ., IN THE CHAIR.

Mr. John Garsed examined:—

1. *Chairman.*] You have petitioned the House to inquire into a certain case in which you were interested? Mr. J. Garsed. Yes.

2. What is the nature of the case? It is a charge instituted against me for perjury.

16 May, 1877.

3. When was that instituted? On the first occasion, on the 31st March, 1858.

4. By whom? By Mr. Archibald Ashdown.

5. What was the purport of the charge? On the 9th February, 1858, an action was commenced in the Supreme Court to recover payment of an overdue bill of exchange for £680 15s. 3d. It was necessary to put in a plea to the declaration of the plaintiffs, and the law required that I should verify this plea by affidavit. This equitable plea was prepared by my attorney, the late Mr. Pidcock Arthur Tompson, under the advice of Mr. Wise, afterwards Mr. Justice Wise. This equitable plea was prepared from this journal, which I now produce, and from a large number of documents in my possession. The plea is strictly true. Application was made by the plaintiffs to take my plea off the file, on the grounds disclosed in the joint affidavit made by Mr. Archibald Ashdown and Mr. Charles Pearson Pritchard, accountant. This joint affidavit was filed in the Supreme Court on the 2nd March, 1858. On the 3rd March, in Chambers, Mr. Justice Dickinson refused to take my plea off the file, without calling upon my counsel, Mr. Wise, to file a supplementary affidavit in reply to Ashdown and Pritchard's joint affidavit, and the case was set down for trial. At the request of the plaintiff's attorney the late Mr. George Want, my attorney, Mr. Pidcock Arthur Tompson, filed this supplementary affidavit, in reply to Ashdown and Pritchard's joint affidavit, on the 4th March, 1858, after the case was set down for trial. On the 31st March, 1858, and before the trial, Mr. Archibald Ashdown lodged a charge of perjury against me. In doing so he brought the case to a dead-lock.* That will be seen on reading the information in connection with Ashdown and Pritchard's joint affidavit.† The case came on for trial, Thursday, April 22, 1858, and was continued on Friday the 23rd and Saturday, 24th, "*Coram Dickinson*, Judge; Jury: Frederick Michael Stokes, George Stabler, William Sharpe, and Lindsay Crawford Shepherd. On Saturday, 24th April, 1858, the case was adjourned until Tuesday, the 18th May, 1858, at 10 a.m.—ROBERT SEMPILL, Clerk at *Nisi Prius*." I produce the declaration in the case of Dean and another *v.* Garsed, which I now hand in. (*The witness handed in the same. Vide Appendix A 1.*) This was given to me from the Prothonotary's Office. I also beg to hand in the notice of motion for new trial, filed 22nd May, 1858. (*The witness handed in the same. Vide Appendix A 2.*) I have also Mr. Dalley's. Mr. Wise's and Mr. Justice Dickinson's notes of evidence were lent me through a letter I took yesterday to the Supreme Court, having been told where they were to be found; but it will be necessary to give Mr. Slattery (Prothonotary) notice to produce them. On the 10th June, 1858, an affidavit was filed by Archibald Ashdown, which I hand in. (*Vide Appendix A 3.*) I also hand in

* NOTE (*on revision*):—The Attorney General, on behalf of the Queen, states, this bill of exchange for the sum of £680 15s. 3d. is the balance of accounts due by me to the firm of W. Dean & Co., and not a debt due to the *Croton witness* Archibald Ashdown. 14th paragraph of Ashdown and Pritchard's joint affidavit states, the bill of exchange for the sum of £680 15s. 3d. was the balance found to be due on the accounts between Archibald Ashdown and John Garsed. This in law is a *dead-lock*, and the law provides no remedy.

† NOTE (*on revision*):—The said joint affidavit, I can prove, was lost at the date the Attorney General filed an information for perjury against me.

Mr. J. Garsed, in a copy in print of my equitable plea, and also of the joint affidavit of Ashdown and Pritchard. (*Vide Appendix A 4.*) I also hand in the original memorandum of agreement between Mr. Ashdown and myself.* (*Vide Appendix A 5.*)

6. This is the original agreement between yourself and Ashdown? Yes.

7. Was this kept out of the evidence in the criminal case? Yes, in the criminal case.

8. When did it come into your possession? There is a receipt in the Prothonotary's Office for all the documents I received—about twenty; I cannot tell exactly from memory; I think it was about 16th July, 1862. I now produce what is called "Particulars of Settlement of Account with John Garsed, in terms of agreement dated 30th September, 1857." It is the black ink account marked "N," and indorsed "Pritchard's Red Ink Acct." "Memorandum." "Reg. v. John Garsed, 5/10/59.—E.L." † (*Vide Appendix A 6.*)

9. How did you become possessed of these documents you have just handed in? That will appear from the correspondence which I now beg to hand in. I received a copy from the Crown Solicitor's Office on the 29th July, 1862. ‡ (*Vide Appendix A 7.*) I have here an affidavit of Hugh Dixson, filed June 10th, 1858, which I beg to hand in. (*Vide Appendix A 8.*)

10. Mr. Farnell.] Do I understand you to say that this document, said to be "Pritchard's Red Ink Account" is a fictitious account? Yes, there was no such document as that in red ink, and therefore it must be a fiction. I also beg to hand in a note from Mr. Dixson, dated 10th April, 1876. (*Vide Appendix A 9.*)

11. This document you now produce is from Mr. Hugh Dixson? Yes; it was in consequence of his affidavit I tried to find justice in the Insolvent Court, and he here says that he was so much in Dean & Co.'s hands that he was not free to act. This is a joint affidavit made by myself, Mr. Wm. Robert Smart, and Mr. Thos. S. Hutchinson, filed 14th June, 1858. (*Vide Appendix A 10.*) I also put in copy of receipt from the Prothonotary's Office. § (*Vide Appendix A 11.*) I sequestrated my estate on Saturday, 3rd July, 1858. I then resided at Willow Lodge, Glebe. On my return home in the evening of Monday, 5th July, I found the messenger of the Court, Mr. James Shea, awaiting my arrival, and a cab was at the door. Mr. James Husband, solicitor, informed me that he had received instructions from the Court to search my residence for my deeds and private papers. He strictly searched my residence, every room in the house, including the servants' rooms. I would not allow him to read the papers—they were deposited in my deed-case. I locked the deed-case, secured the key-hole with tape and sealed same, and kept the key; and after 10 o'clock at night Mr. James Husband, solicitor, with the messengers of the Court, took away my private papers, my deed-case, and deeds. This was at an hour when everything ceased to be legal. He received his written instructions from Mr. Hugh Dixson, the person whose affidavit I have handed in. I now put in the suggestion filed by Mr. Adam Wilson, my official assignee, to defend this action, filed 10th July, 1858. (*Vide Appendix A 12.*) An arrangement was then made that Dean and Ashdown's account books and Pritchard's journal, now in my possession, should be examined before Mr. Commissioner Purefoy, in connection with that concocted so-called "Red Ink Account," and Mr. Carey, the barrister, was engaged to conduct this examination. That examination never took place. ||

12. The arrangement was made at whose instigation? Mr. Adam Wilson, my official assignee, my own attorney, Mr. P. A. Tompson, and myself; and Messrs. Dean and Ashdown received notice to produce their account books before Mr. Commissioner Purefoy; and Mr. Joseph Carroll also received notice to examine the same. This Mr. Joseph Carroll was in the employ of Mr. William Dean at the time of my trial in the criminal case. This is a letter from Mr. Adam Wilson to Mr. Justice Dickinson, requesting him to direct the Prothonotary to produce all my exhibits before Mr. Commissioner Purefoy, on Friday, the 20th day of August instant, at 12 o'clock. That is how they got possession of my exhibits, ¶ and they had them in their possession at the time of my criminal trial. (*Vide Appendix A 13.*) This—Pritchard's journal (*referring to a book produced before the Committee*)—was in Adam Wilson's possession. It is marked "Dean and another v. Garsed. D's Ext., 22/4/58.—R.S." "R.S." are the initials of Robert Sempill, Mr. Justice Dickinson's Associate, who marked it when it was produced in evidence in the civil case. It was produced in the criminal case, and examined by Mr. Humphery, Clerk of Mr. Morris, Official Assignee—after examination, BOOK REFUSED.

13. Chairman.] I should like the Committee to have information as to the arrangement you made as to the keeping of your books. You entered into an arrangement with Mr. Ashdown, did you not, for the keeping of your books? If you will allow me, I will state the facts:—In March, 1858, there was an arrangement made between me and Mr. Ashdown, that his name should not appear as a partner with me until after he had left the firm of Dean & Co. Mr. Ashdown engaged Mr. Pritchard at a salary of £500 a year to keep a set of account books on the joint account of Mr. Ashdown and myself. The books were kept by Pritchard under Ashdown's inspection, and upon the premises occupied by Messrs. Dean & Co. I received this journal from Mr. Ashdown on the 22nd December, 1857, and not an entry is made in this journal after the 31st December, 1857. I have marked out all this, from the beginning of the journal to the end of folio 26, as in Pritchard's handwriting. After I received this book from Mr. Ashdown's office, I instructed my book-keeper, Mr. George Lea Wilson, now a conveyancer, to write up this book to the end of the year; and all the rest of the writing is in Mr. George Lea Wilson's handwriting. In April, 1858, I was tried on a charge of fraudulent insolvency, and convicted on the evidence of a cross-entry made in this journal, in folio 39. I will read the entry. The witness read as follows:—

"Cash Dr. £300
To Smithson £300, on 'Alma Hotel.'"
"Smithson Dr. £300
To cash £300—The above repaid."

This

* NOTE (on revision):—Dated 30th September, 1857; a copy of this agreement, signed "John Garsed," is annexed to said joint affidavit made by Ashdown and Pritchard.

† NOTE (on revision):—Stated to be a copy of a red ink account delivered to me from W. Dean & Co.'s office on the 24th September, 1857.

‡ NOTE (on revision):—The Crown Solicitor believes it is the original produced by the Crown on the 5th July, 1859. The pencil writing refers to Garsed's Advance Account, and Garsed's Glebe Account, kept by Ashdown in the firm's books; and are Ashdown's private accounts relating to his partnership transactions with myself.

§ NOTE (on revision):—My attorney offered Bexley and about 36 acres of land, as further security, cost £1,500, but all security refused. I was advised to leave the Colony, but would not entertain such an idea, being convinced Dean & Ashdown's account books would prove my innocence; and W. Dean & Co.'s monthly and daily ledgers for the year 1857 will be produced.

|| NOTE (on revision):—Until before His Honor the Chief Justice in October, 1859, when it was examined by Mr. Joseph Carroll, in connection with five ledger accounts A. Ashdown kept in my name in W. Dean & Co.'s account books—after this, the books were refused.

¶ NOTE (on revision):—My exhibits were kept out of evidence at the time I was tried for perjury.

This was a wrong or what is called a cross entry made in my account books, which were kept by double entry. The present Attorney General, Mr. Windeyer, was my counsel, and is well acquainted with the case. There is not an entry made in this journal after the 31st December, 1857, and it came into my possession on the 5th May, 1875, with a large number of exhibits.* Mr. J. Garsed.
16 May, 1877.

14. Before you go away from that £300, I should like to ask you whether it was at your instigation that that £300 was put down—"Cash Dr. £300

To Smithson £300, on 'Alma Hotel,'"—

Did you instruct him to put that down? Yes, I was standing by at the time. I intended to give Mr. Hutchinson £300; but that was a wrong entry, and it was taken out again.

15. *Mr. Farnell.*] Who made that entry? My own book-keeper, Mr. George Lea Wilson; it is merely a cross entry.

16. I understood you to say that you were convicted of perjury on account of that entry? No, there were three charges lodged against me; and I say that that journal was kept out of evidence, after it had been examined by Mr. Frederick Humphery (see *S. M. Herald*, Wednesday, October 12, 1859), when it would have proved my innocence.

17. *Mr. Day.*] Will you explain how this entry is wrong?

This—"Cash Dr. £300

To Smithson £300, on 'Alma Hotel'"—

was wrong; and the first entry being wrong, and to prevent any erasure, the second entry was made in order to balance the books.

18. The entries, then, virtually amounted to nothing? Just so; the second was made to balance the other. In my opinion, there should be no erasures made in books kept by double entry.† *Mr. Justice Dickinson* ruled that *W. Dean & Co.* were bound by this journal in the civil case,—which his notes of evidence will prove, as also will *Mr. Dalley's*.

19. *Mr. Farnell.*] What page of the journal refers to the agreement made between you and *Mr. Ashdown*? Folios 24 and 25.

20. Does that book correspond with the exhibit (*Appendix A 6*) marked in Court "N," and endorsed "Pritchard's Red Ink Account"? No, that is a fiction.

21. That was a concocted account? Yes.

22. *Mr. Day.*] This account, in which *Dean & Co.* show you to be indebted to them £680 15s. 3d., is that a concocted account? Yes.

23. It shows that you gave an acceptance for that amount? Yes.

24. That balances the account of £7,830 15s. 3d.? Yes.

25. The transactions between *W. Dean & Co.* and yourself are fairly set down in that book? Yes, I had had business transactions with the firm entered in *Pritchard's* journal, the book as kept by *Mr. Pritchard* under *Mr. Ashdown's* inspection and relates to our private transactions—those books of *W. Dean & Co.* speak for themselves.

26. All the transactions between you and *Ashdown* are contained in that journal? Yes.

27. *Mr. Farnell.*] Are there no entries in that journal corresponding with the document you have put in, said to be *Pritchard's* Red Ink Account? Yes, in different parts of the book there are entries similar to them.‡

28. *Mr. Day.*] Did *W. Dean & Co.* sue you on this acceptance for £680 15s. 3d.? Yes.

29. And you did not owe that £680 15s. 3d.? No, not to *Dean & Co.*

30. And you made affidavit that you did not owe it? Yes; not to *Dean & Co.*

31. On that affidavit you were prosecuted and found guilty? Yes.

32. And were imprisoned? Yes, for three years and nearly five months.

33. This account shows you to have been indebted, and to have given an acceptance to *W. Dean & Co.* for £680 15s. 3d.; that acceptance you never gave? I accepted the bill in favour of *W. Dean & Co.*, at *Mr. Ashdown's* request and for his accommodation.

34. *Mr. Farnell.*] Although you say that the items contained in the document prepared by *Pritchard*, called the "Red Ink Account," which you have said to be fictitious, are to be found in the journal †, do you mean to say that the account itself is a cooked account? Yes, the account will not appear in the book; the account is a fiction. There is a memorandum prepared by *Mr. R. J. Want*, and signed by *Mr. Ashdown*, at foot of agreement of 30th September, 1857.

35. There are a number of items which you say are in your book? They must be in my book, because they are the same as appear in the exhibits.§

36. Does this account, which you say is a fiction, show the true state of affairs between yourself, *Mr. Ashdown*, and *Dean & Co.*? No, the balance was struck between *Ashdown* and myself, 30 September, 1857.

37. Therefore, it does not agree with the account in your book? Yes. ||

38. Therefore, it is a cooked account? Yes.

39. It was professedly made out of your books? No, out of *W. Dean & Co.'s* books. *Pritchard* swore that this was the copy of a Red Ink Account. I produced every account with the exception of the one in red ink, and that could not be found. It was upon the evidence of this concocted account that I lost the verdict; afterwards the Red Ink account was found. ¶

40.

* NOTE (on revision):—Copy of *George Lea Wilson's* evidence at the Police Office:—"Garsed told me to get the books from *Dean & Co.* and write them up. I had the books seven or eight days, out of which one was *Christmas Day* and another *Sunday*. My first entry in the journal is in folio 27, last in folio 63. In folio 39, I find an entry referring to a matter with *Mr. Smithson*—"Cash Dr. to *Smithson*, on "Alma Inn," £300." There is no date to the entry. It was made up to close the year. Balance in *Garsed's* favour, £14,423 15s. 3d., in my handwriting." He had taken out *Mrs. Garsed's* four houses, *Devonshire-street* and *Fort-street*. Her houses were taken from her, and she is now in a better world. *Mr. Adam Wilson* my Official Assignee and *Mr. P. A. Tompson* my attorney died suddenly, who had signed a memorandum in substance that having examined said *Black Ink Account*, marked "N," in connection with *W. Dean & Co.'s* account book, found it correct.

† NOTE (on revision):—"The defendant had been convicted under the Insolvent Act of making false entries in his books; at the instance of his counsel, *Mr. Windeyer*, a number of points were reserved, and upon this reservation the special case was based. The objections were of a twofold character: objections to the nature of the proof, and to the rulings of the Chief Justice." It was for the *Crown*, it was submitted, to prove a fraudulent intent, and there had been no evidence of any such intent; on the contrary, as the false entry appeared on both sides of the account, the balance of assets shown would remain the same.

‡ NOTE (on revision):—With the exception of two bills of exchange, £1,300 each.

§ ADDED (on revision):—But the two bills for £1,300 each will not appear in my books.

|| NOTE (on revision):—No, but the sum £9,830 15s. 3d. will appear in my books; this concocted account divides this sum into two parts, viz., £7,830 15s. 3d. and £2,000.

¶ NOTE (on revision):—A red ink memorandum in *Pritchard's* handwriting.

Mr. J. Garsed. 40. *Chairman.*] It was owing to the so-called Red Ink Account being produced in evidence, and the ledger being kept out of the evidence, that you were sent to prison? Yes.*

16 May, 1877. 41. *Mr. Farnell.*] At the time of the civil action, this was produced in evidence against you? Not that account, or it would have been indorsed. I now put in the information for perjury filed by the Attorney General on behalf of the Queen, 1st of August, 1859. (*Vide Appendix A 14.*) I found in the journal, when it was delivered to me, this memorandum in pencil writing, which I beg to hand in. (*Vide Appendix A 15.*)

42. In whose handwriting is that? That I cannot say. Joseph Carroll, the book-keeper to Messrs. W. Dean & Co., examined the books before the Chief Justice, in the criminal case. I beg to hand in Mr. Joseph Carroll, accountant's, memorandum. (*Vide Appendix A 16.*) I also hand in a note from Messrs. Beilby & Co. (*Vide Appendix A 17.*)

43. Were you imprisoned for fraudulent insolvency? Yes, on the 21st December, 1859, I was committed to take my trial for perjury, instituted against me by Archibald Ashdown. After I was in prison, three other charges were brought against me for fraudulent insolvency.

44. *Mr. Day.*] This agreement between you and Mr. Ashdown is dated 30th September, 1857. In it you agree to convey certain lands to Archibald Ashdown, and it goes on to specify the different portions of land you have agreed to convey to him, and then it says, "and the said John Garsed has agreed to repurchase, and the said Archibald Ashdown to resell, the same, for the sum of £9,830 15s. 3d."—what is the meaning of that? I agreed to repurchase the properties mentioned in 15 July, 1857, agreement. It is merely a repurchase. The affidavit speaks for itself. I sold the properties mentioned in the 15th July, 1857, agreement, and Mr. Ashdown agreed to pay the liabilities mentioned in the second schedule due by us to W. Dean & Co.

45. What I want to know is this: you sold under this agreement certain portions of land to Archibald Ashdown—? Not under that agreement, of 30th September, 1857—that is the repurchase.

46. "Whereas the said John Garsed has lately sold—"? Yes; "lately sold," by 15th July, 1857, agreement.

47. The agreement, after describing the land, goes on to say, "and the said John Garsed has agreed to repurchase, and the said Archibald Ashdown has agreed to resell, the same, for the sum of £9,830 15s. 3d.?" Yes, I sold on the 15th July, 1857, and repurchased on the 30th September, 1857.

48. You sold this land on the 15th July, 1857? Yes, and he undertook to pay these liabilities to W. Dean & Co., but he failed to do so.

49. You sold him the land named in this agreement, in consideration of his paying off the liabilities you owed to somebody else, as mentioned in folio 21? Yes.†

50. In accordance with this agreement, you expected Ashdown to pay these liabilities? Yes.

51. Did he do so? No, he was unable to pay them, and I paid them afterwards.

52. In order to make up the full amount of these liabilities, you gave him your acceptance for £680 15s. 3d.? Yes.

53. And then Mr. Ashdown failed to pay this money? Yes.

54. And the creditors to whom you owed this amount came upon you? No, I had creditors; but I was not insolvent at any time, as the books will prove.

55. What did you get for the land you sold to Ashdown, if you did not get the payment of your liabilities? The agreement I have produced, of the 15th July, gives the answer to that question.

56. In this agreement of the 15th July, you agree to sell Archibald Ashdown certain properties mentioned therein for a certain amount; how did he pay you that amount? He never paid the money; he never retired the bills mentioned in the second schedule. I conveyed to Mr. Ashdown certain properties mentioned in the agreement of the 15th July, 1857, in consideration of his paying the liabilities mentioned in the second schedule; and he failing to do this re-transferred the property to me, on September 30th, 1857.

57. In reconveying this land to you, did he repay the bill for £680 15s. 3d.? The bill was not then in existence; it was made on the 3rd October, 1857, and became due on the 6th February, 1858.

58. *Mr. Farnell.*] You say the bill is mentioned in the agreement of September 30th, 1857? The bill is the balance of the £9,830 15s. 3d.

59. Still you say the bill was made only in October? On the 3rd October.

60. How could a bill be mentioned in September that was not made until the 3rd October? The balance was struck, but the interest was not settled between Ashdown and myself until 3rd October, and the bill appears in the fictitious black ink account "N."

61. Then, although there was an agreement for a bill, the bill itself was not made until the 3rd October? Yes.

62. *Mr. Day.*] The bill then for £680 15s. 3d. fell into W. Dean & Co.'s hands? Yes; Mr. Ashdown discounted it himself in name of the firm at the Bank, and it did not enter into Dean & Co.'s account books until the 13th of October.

63. Who sued you for the amount of the bill? W. Dean & Co., because it was made in favour of W. Dean & Co.

64. I understood you to say it was made in favour of Ashdown? At Mr. Ashdown's request, and for his accommodation, I accepted it in favour of W. Dean & Co.

65. Then this bill was given to W. Dean & Co., indorsed by Ashdown for W. Dean & Co.? No.

66. And that bill was then made use of by Messrs. Dean & Co.? Yes.

67. And when this bill was dishonored you were sued for it? Yes, but it was secured to a greater amount than the bill—from Ashdown and Pritchard's joint affidavit,—"I, Archibald Ashdown for myself say, the title-deeds of some property of John Garsed were handed to William Dean & Co., as a collateral security for the due payment of £680 15s. 3d., but W. Dean & Co. never had any power of sale in the said property. The title-deeds of Rosberville Estate have been in my hands since April last, as the joint owner of the same with John Garsed, my half-share valued in Pritchard's journal at £800."

68. *Mr. Farnell.*] You were sued upon that bill? Yes.

69.

* NOTE (on revision):—No; Mr. Ashdown produced a black ink account marked "N," and states it is a copy of a red ink account delivered to me. *Pritchard's journal*, and not the evidence, sent me to prison; it was called *Garsed's journal*.

† NOTE (on revision):—I and Ashdown owed folio 21 in *Pritchard's journal*. Wm. Dean had objected to Ashdown making use of the name of the firm, and there was a private arrangement between Ashdown and myself, explained in 11th August, 1857, agreement.

69. And a verdict was given against you? Yes.
70. And it was on account of the affidavit you made, and the evidence you gave in that case, that you were prosecuted for perjury? Yes.
71. What was the nature of your affidavit—that you did not owe the money? My equitable plea, verified by affidavit, amounts to a plea of want of consideration.
72. How did you make out that you did not owe the money? I had to verify my plea; if you will allow me, I will read the affidavit.
73. Cannot you tell us without referring to the plea—did you pay the bill? The bill was not paid.
74. And you made an affidavit that it was, did you not? No, the verdict went against me.
75. What was the alleged perjury for which you were prosecuted? From what is stated in this information itself—it is only three or four lines contained in this equitable plea.
76. I understood that you were prosecuted on account of this very bill? So I was; the information for perjury will tell you so.
77. Can you tell us briefly what was the nature of your affidavit? It merely verifies the plea.
78. For what was the bonus mentioned in the plea given? When Ashdown was unable to retire these two bills for £1,900 and £700, due 11th and 14th August, 1857, mentioned in agreement of 15th July, when they arrived at maturity.
79. Where did these bills come from? I will explain from the books. Mr. Ashdown undertook to pay £1,900 on the 11th August, and another £700 on the 14th. He was unable to retire those bills, and wanted me to let him have two £1,300 bills; this I refused unless he signed a fresh agreement, and Mr. Want drew up an agreement (*copy of draft produced*), which I signed, leaving in blank the amount of the value of the property—mentioned in 1st schedule, left out in copy. When Ashdown found I was in a position to discharge the liabilities, he said, "I will not reconvey the property to you, unless you give me £2,000 in excess of the amount for which it was given as security."
80. Then a bonus of £2,000 was given to Ashdown, in consideration of his reconveying your property to you? Yes.
81. And this £680 15s. 3d. was part of it? Yes.
82. Is there any documentary evidence by which it can be proved that you paid Mr. Ashdown that bonus? The evidence given by Mr. Daintrey at the Police Office in the criminal case will prove that Pritchard told him that I had at last agreed to give Ashdown a bonus of £2,000.
83. And that included the £680 15s. 3d.? Yes. I beg to hand in the depositions taken at the Police Court, in which this will appear. (*Vide Appendix A 18.*)
84. Were there any written documents between you and Mr. Ashdown with reference to this bonus? No, there could not be; it will only show itself in the entries in the journal.
85. *Mr. Day.*] How did you pay the balance? It is all included in the £9,830 15s. 3d. I paid him, in excess of this liability, mentioned in 15th July agreement, £2,000. I paid Mr. R. J. Want the £1,050 mentioned in this agreement.
86. You gave him security over another property for the due payment of this bill when it should become due? Yes.
87. And that property was not realized upon when you were sued upon this bill of exchange? No; I think Dean & Co. sold the property at Bligh Terrace, Newtown, some time after Ashdown had left the firm. Ashdown left the firm directly after the trial.
88. Then, the property upon which you gave a lien was not sold when you were sued upon that bill? Not the allotments mentioned in the agreement.* This is another exhibit produced in Court and marked "R.S." The original ledger was lost, and this was made up by Mr. Humphery, the Official Assignee, who was then clerk to Mr. Morris, Official Assignee; and it contains a statement signed by him that it was made up from Mr. Pritchard's journal. This proves that the bill of £680 15s. 3d. was payable to Mr. Ashdown individually.† (*The witness produced the same.*)
- I also produce a number of promissory notes (five), in favour of W. Dean & Co. and Archibald Ashdown. (*The witness produced the same.*)
- I beg to hand in Mr. R. J. Want's affidavit, sworn before Mr. Justice Milford.‡ (*Vide Appendix A 19.*)
- I now hand in the agreement of 15th July, 1857. (*Vide Appendix A 20.*)
- I also hand in petition, and statement, and report of the Judge. (*Vide Appendix A 21.*)
- I also hand in copies of letters addressed to me by Mr. R. Sempill, Mr. Sedgwick Cowper, Mr. S. Raymond the Prothonotary, and Sir Alfred Stephen.§ (*Vide Appendix A 22.*)

FRIDAY,

* NOTE (*on revision*):—I have examined five ledger accounts kept by Ashdown in my name in the firm's books. "Garsed's Advance Account" and "Garsed's Glebe Account" are two of Ashdown's private accounts kept in my name in the firm's books.

† NOTE (*on revision*):—This ledger will explain the transactions between Ashdown and myself.

‡ NOTE (*on revision*):—This affidavit proves agreement August 11th signed, also deed of trust dated 18th March, 1857, made between Ashdown and myself, which states, I hold in trust for A. Ashdown and his heirs one half undivided share in seven houses at Chippendale, and the other half, mentioned in journal, for myself and my heirs, are in Ashdown's possession—I have a copy.

§ ADDED (*on revision*):—I received the following pencil memorandum in person, after the information for perjury had been filed on behalf of the Queen, 1st August, 1859:—

The Crown v. John Garsed: Get from Mr. Garsed a copy of the affidavit of A. Ashdown, as the statement of account in red ink showing that the bill of £680 15s. 3d. was given to balance an account due to W. Dean & Co. by Garsed; get the items composing the balance of £680 15s. 3d. as proved by Ashdown and Pritchard on the trial that lasted six days:

(Copy.)

In the Insolvent Estate of John Garsed, of Sydney, merchant.

Exchange Corner, Sydney, 14 September, 1859.

Mr. John Garsed,
Sir,

I require that you return to me *immediately* the following documents which were lent you on the 5th February, 1859, on you undertaking to return the same, viz.:—Two briefs, Dean & Co. v. Garsed. Copy of affidavit, Ashdown & Pritchard, same case. A book made up by Mr. Humphery. A book made up by Mr. Lawrence. Copy of correspondence between Mr. Montefiore and yourself, respecting the property at Onion's Point. Copies of notes of evidence taken at trial.

I have received from the Court,—Copy of affidavit, Ashdown & Pritchard; a book made up by Humphery; and the copy of correspondence between Mr. Montefiore and yourself respecting the property at Onion's Point.

I am, &c.,
ADAM WILSON.

FRIDAY, 17 MAY, 1877.

Present:—
MR. DAY, | MR. FARNELL,
MR. TERRY.

JOHN HURLEY, ESQ., IN THE CHAIR.

Mr. John Garsed further examined:—

- Mr. J. Garsed. 89. *Mr. Farnell.*] You have stated in evidence before this Committee upon a former occasion that you gave a bill to Mr. Ashdown or to Dean & Co., as the case might be? I stated that by an agreement for the re-purchase of certain properties—which Mr. Ashdown held as security for the payment of certain joint liabilities—I gave him as balance for that re-purchase a bill for £680 15s. 3d., which, at Mr. Ashdown's request, and for his accommodation, I accepted in favour of W. Dean & Co.
- 17 May, 1877. 90. You were sued upon that bill? Yes.
91. And you made an affidavit that you did not owe the money? I put in an equitable plea that I did not owe the money to Dean & Co.
92. And that you paid £2,000 as a bonus to Mr. Ashdown? Yes.
93. And that this £680 odd formed a part of that balance? Yes.
94. Can you produce any documentary or other evidence to the Committee that you actually paid that £2,000? Yes, the agreement and the books will prove that.
95. When did you pay this money; how did you pay it, by cheque, in cash, or how otherwise? In terms of this agreement, as attested by Mr. R. J. Want. The agreement contains nothing false. (*The witness read a portion of the agreement A 5.*)
96. Without reference to the agreement, cannot you state how you paid it? I was paid in cash or by cheque I think for the Joint Stock Bank shares which I received from Mr. Terry. The proceeds of these shares was paid to Mr. Ashdown. I, under this agreement, conveyed to Mr. Ashdown a piece of land on the Canterbury Road as a cash payment of £900.
97. The paper to which you are now referring is an agreement that this money was to be paid in this way. Can you give us any evidence that the money was so paid? Yes, I did do so.
98. Where is the evidence? Evidence will be produced that the deeds were registered.
99. Is there any evidence that this money was paid to Mr. Ashdown? I have it in this account, in Mr. Ashdown's handwriting. (*Vide Appendix A 23.*) That will be proved by Mr. Joseph Carroll, who is now preparing the books for the Committee.
100. Was Mr. Carroll by when you paid the money? No, but he was book-keeper to Messrs. W. Dean & Co.
101. *Chairman.*] According to this account you were to pay Mr. Ashdown £5,650—how was that paid? With the proceeds of these shares that I had from Mr. Terry.
102. Did you get a receipt from Mr. Ashdown? Only the agreement which was drawn up by Mr. Want.
103. On the receipt of this money did he give you any document as having received it? If you refer to the promissory notes, you will find that they agree with that sum. I put them in evidence when I was here before.
104. You said just now that you paid in Joint Stock Bank shares? No, I sold the Joint Stock Bank shares, and these promissory notes were handed to me when I paid the cash.
105. And these properties to which you refer were given as security for a portion of the amount? Yes.*
106. Would these deeds bear an endorsement purporting to be a receipt for the money you paid? The deeds will speak for themselves. (*The witness produced several deeds.*) All the deeds are registered.
107. Do they bear a receipt for the money you actually paid? Yes, every deed shows the amount; and if you will allow me to have the promissory notes I have handed in, you will see that they agree with the several amounts.
108. You owed certain money? Yes, a bill of exchange for £680 15s. 3d.
109. And in order to ensure the payment of that money, you gave Ashdown security over certain deeds? Yes.
110. And you paid that money? Yes.
111. And then the deeds were handed back to you, bearing an endorsement that you had paid the money, and that was a receipt to you? †Yes.
112. Will those deeds show that you have paid this £680 15s. 3d.? No.
113. Will they show that you paid this £2,000 bonus? No, not in one sum. I paid £9,830 15s. 3d., which includes the bonus of £2,000.
114. Have you anything to prove that this £2,000 is connected with the larger sum of £9,830 15s. 3d.? Yes, this deed (*Appendix A 5*), when examined in connection with the "red-ink account," will show that both amounts are exactly the same, namely, £9,830 15s. 3d.
115. Can you prove how this £2,000 is connected with the larger sum, and that it was paid? I paid £5,650 in cash, and all the rest by properties.
116. Will you state how it was paid? I paid Mr. Ashdown £5,650 in sterling money; I conveyed to him a piece of land on the Canterbury Road as a cash payment of £900; I transferred Eggleton's mortgage as a cash payment for £900; I transferred Lavers's mortgage as a cash payment of £600; a mortgage upon the "Russell's Arms" for £600, upon the Newtown Foundry for £500, and this bill of exchange for £680 15s. 3d., making a total of £9,830 15s. 3d.
117. *Mr. Farnell.*] How did you pay that £5,650; did you pay it in sovereigns? I paid the proceeds of Mr. Terry's cheque. I do not know how I paid it; I should say in notes; it was paid in current money.
118. Not by cheque? That I cannot tell you, whether it was by cheque or not. ‡W. Dean & Co. sold the shares.
119. Did you get no acknowledgment for that £5,650?§ Yes, he acknowledged it in that account which I have handed in. (*Appendix A 6.*)

120.

* NOTE (on revision):—In terms of agreement, 30th September, 1857, carried out.

† Revised:—No, not the title-deeds of Bligh Terrace.

‡ Revised:—Mort & Co. sold the shares—not Dean & Co.

§ NOTE (on revision):—Mr. Ashdown's evidence will prove I paid this £5,650.

120. Do you wish to have taken in conjunction with your evidence a document* which you say is fictitious? Mr. J. Garsed. It includes the whole account mentioned in Appendix A 5.
121. Is that document incorrect? It is a fiction.
122. Why, then, do you refer to it to prove your case?† Because, although inconsistent, it shows the same amounts as in Appendix A 5.
123. *Chairman.*] When a sum of money is paid by any one, it is usual for some document to be given to protect the payer against any further demand? My protection is the agreement of 30 September; that agreement was handed to me after the money was paid.
124. Have you anything besides the documents already produced to show that you paid the money? Pritchard's books will show that.
125. That is not a receipt? It is a receipt in his books, and shows that I carried out that agreement.
126. Dean & Co.'s books were kept by whom? There were five accounts kept as between Ashdown and myself, under the supervision of Mr. Ashdown.
127. *Mr. Terry.*] Did not Ashdown swear that that account (*Appendix A 6*) was delivered to you? Yes, but I never saw it. Mr. Joseph Carroll will show it is not correct.
128. *Chairman.*] You have learned that the person who kept Dean & Ashdown's books has the knowledge that this is a fictitious account? His firm's books will not show that account.
129. He has a knowledge of that? Yes.
130. From those books he can prove, according to his own handwriting, that certain entries were made by him from instructions received from his employers that these moneys to which you now refer were actually paid? Yes.
131. *Mr. Farnell.*] Who can prove that? Mr. Joseph Carroll, the accountant.
132. Is he the book-keeper who made the entries of these transactions? No, he was not book-keeper at that time to W. Dean & Co., in July, 1857, but he was there shortly after Mr. Ashdown left the firm, in May, 1858.
133. Did Mr. Carroll make these entries in reference to the transactions you are now referring to? No.
134. Who did? That is impossible for me to say. Mr. Ashdown was the head book-keeper, but there were thirteen or fourteen under him. Pritchard was the accountant for Ashdown and myself, and he kept his journal.
135. *Mr. Terry.*] Were you a partner with Mr. Ashdown? Yes, in all these transactions in Pritchard's journal.
136. *Chairman.*] Do these books prove the payment of this money? Yes; you have all the items there.
137. Do they contain the payment of this £2,000? The £680 15s. 3d. will, I presume, show an open account, but I paid the money two years past.
138. Does the £2,000 stand in the book Mr. Carroll is examining now? Mr. Carroll will send in his report.
139. Have you seen these books in reference to this particular amount? I brought the books from Mr. Beilby, who had had possession of them, and delivered them to Mr. Carroll.
140. *Mr. Farnell.*] Will these accounts that Mr. Carroll is preparing in your behalf show that this bill of exchange for £680 odd was paid at the time you were sued upon it? No; because if it had been paid I should not have been sued. The equitable plea will show the reason.
141. Was not the equitable plea that they had no right to sue you because the bill had been paid? No, not so; the plea must speak for itself.
142. All these documents go to show that you gave a bonus of £2,000, and this £680 15s. 3d. forms a part of that amount. You have not proved that you paid this money? That will be seen from the plea.
143. *Mr. Terry.*] The whole of your case turns upon that point; you must prove that you paid this money? I paid everything in terms of the agreement. The paper I have handed in (*Appendix A 23*) is my account current with Archibald Ashdown.
144. *Chairman.*] This document was given you by whom? I cannot tell you by whom; to the best of my belief by Mr. Ashdown.
145. This document shows the statement of your account with Ashdown? Yes.
146. Are you sure that it is in his handwriting? To the best of my belief it is in his handwriting; I have other documents in his handwriting which I can produce.
147. Have you not had sufficient acquaintance with Ashdown's handwriting to know whether it is his or not? Yes, it is, to the best of my belief.
148. Can you produce a witness to prove that this is in the handwriting of Ashdown? Yes; Mr. Joseph Carroll.
149. *Mr. Day.*] Is it true that in 1857 you owed Ashdown, mixed up with Dean & Co., £9,830 15s. 3d.? Not to Dean & Co., only to Ashdown.
150. To Ashdown? To Ashdown I did.
151. Did that amount include what you owed to Dean & Co.? It included my share of our joint liabilities with Ashdown, together with £2,000 bonus which I was to pay him for the reconveyance of the properties which he held. Dean & Co. were the auctioneers, of which firm Mr. Ashdown was a member, but our transactions were quite apart from the business of the firm.
152. Can you tell me clearly and definitely how you have paid this £9,830 15s. 3d.? I paid £5,650 in sterling money, and the residue with the properties I have mentioned, and this bill of exchange for £680 15s. 3d.
153. What was the date of this bill? It was drawn the 3rd October, 1857, and due 6th February, 1858.
154. How did you pay this bill? I never paid that bill until two years past.
155. Why did you not meet the bill when it became due? Because the bill was secured; he held securities, and he was requested to sell them, and to apply the proceeds to meet this bill.
156. *Mr. Farnell.*] Did you give him security on Rosherville House? Yes, we held Rosherville House and ground at Onion's Point on our joint account, and I requested him to sell that property to meet this bill.
157. *Mr. Day.*] When did you convey this property to Ashdown—on what date? I could not tell exactly; I presume it was on 30th September, or perhaps the 1st or 2nd October.

158.

* NOTE (*on revision*):—I was tried and convicted of perjury on the evidence of this black ink account N.

† NOTE (*on revision*):—I find, on referring to the depositions taken at the Police Office, that Mr. Ashdown in his evidence states "I saw an account similar in substance to the account produced, marked N, handed to defendant; it was in red ink."

Mr. J. Garsed. 158. About the 30th September? Yes.

159. You conveyed the whole of this property to Mr. Ashdown about this date? Yes.

17 May, 1877. 160. Did you convey any other property to Mr. Ashdown to cover this bill? Yes, I gave an equitable mortgage on the property at Bligh Terrace—I deposited the deeds in his hands.

161. An equitable mortgage or deposit of deeds would not enable him to sell the property? But they have sold it. I could not help myself, as I was in prison at the time.

162. Where was this land situate? At Bligh Terrace, Newtown, opposite the University Paddock.

163. Then we understand you to say that you gave Mr. Ashdown these deeds as security for the payment of that bill of £680 15s. 3d.? Yes.

164. And you considered that when the bill arrived at maturity that property would be sufficient to enable him to pay? Yes, he promised to sell my interest in the Rosherville Estate at Onion's Point, and I wished him, if that were not sufficient, to sell some of the land at Newtown and pay the balance.

165. What was the value of the land over which you gave him a lien? There were eight lots at Bligh Terrace of 20 feet each, and some was sold at £3 a foot.

166. That would be about £480 in all. Had he any other security? Yes, the deeds of the Rosherville property in which we were partners; he admitted that in his affidavit.

167. Did you see Mr. Ashdown after this bill fell due? I saw him several times before.

168. Had you any understanding before? Yes, in Mr. Daintrey's office, I asked him if he had sold Rosherville.

169. Did you have any conversation with regard to this bill? Yes.

170. Did he mention this bill or ask the reason it was not paid? He said he would sell Rosherville; and I told him, if that were not sufficient, to sell some land in Bligh Terrace.

171. When was that? In 1857; he was to sell the property to take up the bill.

172. He never sold that property? He never sold that property; but after the information was laid, on 31 March, 1858, several actions were brought, and Dean & Co. got a judgment against me, and the Rosherville property was sold.

173. This bill remained unpaid then? Yes.

174. Did he hold the whole of these properties that you say you gave him as security for the payment of this bill? I cannot say whether he held the Rosherville deeds at the exact time of the bill becoming due, but he held the securities mentioned in the agreement.

175. But those securities have no reference to this sum of £680 15s. 3d. How do you reconcile these two points: you say clearly to us that you gave Ashdown a lien upon certain properties to secure the payment of this bill, and Ashdown in his affidavit says you gave these properties to W. Dean & Co. as collateral security? Every transaction between us appeared in the name of W. Dean & Co.—Ashdown's name was not to appear. All his private cheques and promissory notes were signed W. Dean & Co. His name was not to appear until he had left the firm in September.

176. How do you then account for the fact that, in the account current you have handed in, the name of A. Ashdown alone appears? That is after the 30th September.

177. I want to know definitely from you if after or before the maturity of this bill you gave to Mr. Ashdown any property as security for the payment of this bill besides the land at Bligh Terrace? Yes, he held, as he has stated in his affidavit, our joint property at Rosherville, which had cost us £1,600, as will be shown in our journal.

178. At the time the bill became due Ashdown had also this Bligh Terrace property in his possession? Yes, he had the deeds which I had given him.

179. After this did he call upon you to pay the bill? Yes.

180. But he still held these securities? Yes.

181. When he sued you upon this bill, you made an affidavit that you did not owe it? No.

182. You made affidavit that he held security for it? Yes; the equitable plea will speak for itself.

183. Mr. Farnell.] You say you gave security of certain lands in Bligh Terrace for this £680 odd? Yes.

184. How came you to give this bonus of £2,000, of which this £680 15s. 3d., according to your statement, forms part? The journal will explain that.

185. After having given security for the payment of your liabilities, why did you do that? In the 15th July agreement it states that I conveyed properties to the amount of £14,800 to Archibald Ashdown, and he agrees to pay our joint liabilities, my liabilities to the amount of £7,830 15s. 3d., and also Mr. R. J. Want's, £1,052. He was unable to pay the liabilities, and when I was able to do this and wished to have the property reconveyed to me, Ashdown said—"I will not reconvey unless you give me, in excess of the sum of £7,830 15s. 3d., £2,000, making a total of £9,830 15s. 3d."

THURSDAY, 28 JUNE, 1877.

Present:—

MR. DAY,

MR. TERRY.

MR. FARNELL,

JOHN HURLEY, ESQ., IN THE CHAIR.

Mr. Joseph Carroll examined:—

Mr. J. Carroll. 186. Chairman.] You are a professional accountant? Yes.

187. At one time you were engaged in Messrs. Dean & Ashdown's employment? I was.

28 June, 1877. 188. Was it at the time that a set of books was kept in connection with that firm and a person of the name of Garsed? There were two accounts, if I recollect, in my time kept in the name of John Garsed. Subsequently to that I was away from the firm about eighteen months, and during that time I found upon re-examination of the books in the Supreme Court that five accounts had been kept with John Garsed.

189. Mr. Farnell.] Were you in Dean's employ at the time these entries were made in reference to this particular case of Garsed? No.

190. Therefore you do not know anything of your own knowledge of the facts? Nothing whatever about these entries. Mr. J. Carroll.

191. *Mr. Day.*] Which entries do you refer to? The case being so familiar to me, I would say those which related to the subject of the two trials; the bill for £680 15s. 3d. 28 June, 1877.

192. You know nothing about those entries? Nothing whatever about the merits of them, beyond what I have derived from the examination of the books.

193. *Chairman.*] You were sufficiently acquainted with the handwriting in the ledgers and books to know by whom the entries were made? No, I am not—there was a change of clerks after I left.

194. But you have sufficient knowledge of the books and of the way in which they were kept to say that the bonus or what is called the bonus—

Mr. Farnell objected to the form of the question.

195. You have some knowledge of a sum of £2,000 being paid to the firm? None whatever.

196. *Mr. Day.*] Do you know anything of a sum of £7,830 15s. 3d. due to W. Dean & Co.? Nothing whatever, of my own knowledge.

197. Do you know of a like sum being due to Mr. Ashdown by Garsed? No, I know of no dealings between Mr. Garsed and Mr. Ashdown at all—there were none in my time distinct from the firm.

198. *Mr. Farnell.*] You do not know anything of this case except from an examination of the books as a professional accountant? Nothing whatever.

199. *Chairman.*] You have a knowledge of the existence of an amount of £680 15s. 3d.? Such an amount, if my memory is correct, was put into my hands when I was under examination in the Supreme Court in the case of John Garsed who was tried for perjury. That is the only recollection of it I have. I may have seen copies of the account since.

200. Have you any knowledge of the handwriting of Ashdown? Yes, I think I could recognize Ashdown's handwriting very well. (*Appendix A 6, marked "Red ink account" was handed to witness.*) I have no hesitation in saying that is not Ashdown's handwriting—not a figure or letter of it. None of that is in the handwriting of Ashdown.

201. You have been engaged by Mr. Garsed to go through certain books that were at one time the property of Dean and Ashdown? I have.

202. Have you been able, in examining those books—

Mr. Farnell objected to Mr. Carroll giving evidence, because he was not in Messrs. Dean & Co.'s employ at the time, and knew nothing of the facts of the case.

The Committee room was cleared.

The Committee deliberated, and resolved that Mr. Joseph Carroll's evidence was inadmissible.

Session 1877-8.

WEDNESDAY, 20 FEBRUARY, 1878.

Present:—

MR. W. C. BROWNE,
MR. DAY,

MR. GREENWOOD,
MR. HURLEY (*Hartley*).

JOHN HURLEY, ESQ. (*Hartley*), IN THE CHAIR.

Mr. Joseph Carroll examined:—

1. *Chairman.*] You know that this Committee has met for the purpose of inquiring into the circumstances of what is known as Garsed's case? From the summons I received I do. Mr. J. Carroll.

2. You were examined by this Committee some time ago? Yes, in this room. 20 Feb., 1878.

3. You are a professional accountant? I am.

4. And you have examined several accounts kept in the name of John Garsed, in the books of Messrs. W. Dean & Co.? I have, and have reported upon them.

5. Do you produce the books? This is the ledger (*producing the same*).

6. Will these books show the transactions as detailed in the account examined by you? To what account do you allude?

7. It is principally with reference to certain accounts in which there is an amount of £680 15s. 3d.? That was a bill.

8. There are five ledger accounts? There are five ledger accounts upon which I reported. That bill was the subject matter of a prosecution against John Garsed, upon which he was convicted.

9. These books will show the detailed account, as shown by you, on Garsed's trial for perjury, in October, 1859? These books show certain things, but these books, in the five several accounts, manipulate them howsoever you may, will not substantiate the charge against John Garsed. For, seeing that the £680 15s. 3d. was not a direct transaction as between him and William Dean & Co., the books and accounts will not show anything of the kind.

10. They will show the account called by Mr. Garsed the fictitious account? No, they will not; as, if I had a copy of what is called the fictitious account before me, I would point out.

11. Will any of the accounts in Dean & Co.'s books show a balance of £680 15s. 3d., due by Garsed? No, it is manipulated in a certain way, as I will presently tell you. (*The witness referred to the ledger.*) The account I open here, page 342, is the account of John Garsed, meaning his general account. That would relate to transactions of a business nature, as between John Garsed and the firm of William Dean & Co. That account, if properly kept, should have nothing in it which did not relate to business as between Dean & Co. and Garsed.

12. *Mr. Day.*] Will you confine yourself to this particular matter of £680 15s. 3d.—the whole question hangs upon this bill for £680 15s. 3d. If he did give this bill he had a right to be imprisoned; if he did not, he ought not to have been imprisoned? I think you misapprehend the matter. What you are referring to is a statement by Garsed—a memorandum made by him.

13. *Mr. Greenwood.*] How far can this be made to appear by the ledger? If you will understand Garsed was convicted not upon the books, but upon an account furnished. 14.

- Mr. J. Carroll. 14. *Mr. Day.*] We do not want to go through the accounts? There is among the papers, I believe, a copy of the account upon which Garsed was convicted, what is termed "the fictitious account."
- 20 Feb., 1878. 15. *Chairman.*] Can you find a copy of that fictitious account in the books kept by Pritchard as between Ashdown and Garsed? No; I will shortly tell you the history of the bill to which reference has been made. In Dean & Co.'s books (*the witness refers to the ledger*) I find, on the 13th October—there is no date here (*showing the year*), but I know it was in the year 1857, John Garsed's advance account—he had five accounts—credited with a bill, due on the 6th February, 1858, for £680 15s. 3d.—Now if that entry were correct, when that bill became due and was dishonored, the same account should have been debited with that bill, if the entry were a genuine one, but instead of that I find that the bill is debited to the general account, which, as I explained a little bit ago, would be John Garsed's real account with William Dean & Co., on the 20th February, 1858. It says, "Bill due 8th February"; now that is a mistake, it should have been the 6th, "dishonored, £680 15s. 3d." Now I observe that there is a pencil mark drawn right through the entry, which to my mind showed that the accountant had discovered whoever had made the entry that it should not have been made there. Because if there were no cause for the line being passed through that entry, why should not a line have been passed through the whole of the entries in the same account?
16. In adding up the total is that amount deducted from the whole sum? No, the additions would be right. From a long experience of fifty years as an accountant, I would undertake to say that when a transaction first occurs the entry then made is the true and natural one, unless there were from the first an intention to defraud. I therefore believe this first entry to the advance account to be the correct one, and if the advance account deserved credit for that particular bill when it became due and was dishonored, there appears no reason why it should be debited to that account of transactions with William Dean & Co., which would show a personal indebtedness on the part of Garsed to that firm. Looking upon the matter as an accountant, I assume it to be the fact that the original entry to credit of advance account was the natural and correct one, and that if there had been no interruption in the relations between Ashdown and Garsed the bill would have been debited to that account when due and dishonored. Another suspicious circumstance connected with the matter is the obliteration in part of the entry by this pencil mark, showing that the bookkeeper's attention was attracted to it. He would naturally say, "I do not see that he has been credited with this bill; why should he be debited?"
17. Was this book used in evidence against Garsed? It was in evidence, but not against him.
18. *Mr. Day.*] Do you believe the bill to have been a genuine bill signed by Garsed and given by Garsed? Decidedly, that is not denied by him; but in turning to this, which is called Pritchard's Journal, kept as between Garsed and Ashdown, without, as I am informed and believe, any privity or knowledge of William Dean at all, my conviction as well as my belief is that it was plainly a transaction privately as between Ashdown and Garsed. If an examination into all these transactions is made it will, I think, be found that where money was paid or bills were given, they passed through Dean & Company's books. I was in Dean & Co.'s firm for about ten years, and I know that Ashdown's account never showed that he had any money himself, and where he used the name of Dean & Co. it was good for a very considerable amount at the time.
19. *Chairman.*] Can you find in these accounts entries to the debit of Garsed for bills due in 1857? Yes.
20. For £1,300 each? No, I can find no entry either in Dean's books or in Pritchard's books for these two £1,300 bills; they are in what Garsed calls the fictitious account.
21. *Mr. Day.*] You believe the bill to have been given by Garsed for a valuable consideration? It was a consideration as between Garsed and Ashdown—as shown in Pritchard's journal—it was for the re-sale of property by Ashdown to Garsed.
22. Ashdown puts a different construction upon it? Ashdown says it was for a balance due to Dean & Co., and that it balances this account, but how can that be a genuine account when the two £1,300 bills do not appear here?
23. He makes out that there was a sum of £2,000 to be given as a bonus? £2,000 added to £7,830 15s. 3d. was settled by the agreement entered into between Ashdown and Garsed, dated 30th September, 1857. (*Mr. Day read the agreement.*) No doubt the copy of the account upon which Garsed was convicted was not a genuine account from William Dean & Co.'s books, neither was it from Pritchard's journal, for the two sums of £1,300 do not appear in the books.
24. Did Pritchard produce this account as a settlement of the account, in accordance with the agreement of the 30th September? I have been so informed, and that both he and Ashdown swore that it was in settlement of transactions as between Ashdown and Garsed.
25. Do you know that there was a copy of that agreement made between Garsed and Ashdown? Yes, I had it, or the original agreement, placed in my hands on my examination at the trial of John Garsed for perjury.
26. It was filed at the trial? I presume so; I had it, or the original, in my own hands at the trial.
27. We find here among the papers one which purports to be an agreement, dated 30th September, 1857, between Archibald Ashdown and John Garsed, as to the sale of certain lands, the amount of money to be paid, and how it is to be paid? If you look at the first paragraph of that agreement it will explain itself.
28. What did he sell this land for? He had previously sold it to Ashdown.
29. What did he sell it to Ashdown for? In order that he might raise money to pay off the liabilities in terms of the agreement of 15th July, 1857, and the entries appearing in Pritchard's Journal. Failing in this object, the properties were re-purchased by Garsed.
30. What purpose? In order to settle up their joint transactions.
31. At this time Garsed owed Ashdown a large amount of money? No; Ashdown would have owed Garsed money if he realised the properties.
32. Why did he sell them to Ashdown? To enable him to pay off the liabilities in terms of agreement, 15th July, 1857.
33. Is not that a strange way of raising money, to convey property to a man who has no money? There was no regular conveyance—there was simply an agreement to sell and purchase. If you will look through the agreement for the re-purchase, you will see how the money was to be paid; and I will show by Pritchard's books that it was settled in the manner agreed upon. Garsed first sold these properties to Ashdown, as already described.

34. This is an agreement to mortgage? Not to mortgage; it is simply an agreement that Garsed was to take over certain properties from Ashdown; Ashdown not appearing to be able to pay the liabilities set out in the agreement, 15th July, 1857. Garsed, in taking them back, says I will pay in this manner —
 35. First, Garsed conveys these properties to Ashdown, and in the same agreement it is stated that he is to re-purchase them? This is not so: Garsed, as I have already stated, agreed to sell to Ashdown (see 15th July, 1857, agreement); and subsequently, on 30th September, 1857 (see agreement of that date), agrees to re-purchase from Ashdown the properties described in both agreements.

(Mr. Garsed, having been called in, explained the transaction as stated in his previous evidence.)

36. Mr. Greenwood.] Have you any knowledge as to when, or by whom, the pencil mark was made across the debit entry of dishonored bill of £680 15s. 3d. in general account of Garsed, originally credited in Dean and Ashdown's account? I have not; but wish to state that this bill was originally credited to John Garsed's *advance account*, and not to Dean & Ashdown's account, of the existence of which I have no knowledge.

37. Have you any idea by whom that account was examined? I could not possibly say.

38. Anybody could have done it, therefore there can be no importance attached to that? It is a remarkable thing that it should have been made across this particular bill that was shifted from one account to another.

39. Chairman.] The account, in being totted up, would not be correct if that item were crossed out? That account is not balanced at all by the bill £680 15s. 3d. This account has evidently been gone over very carefully, no doubt by the book-keeper who succeeded me. This is the only entry that there has been any tampering with, and I draw your attention to it for the purpose of letting you see that this bill is first credited to the advance account, and is then carried over to the general account, on the 20th February, 1858, which was, I find, after the action commenced.

40. Mr. Day.] Do you, from an examination of these books, feel justified in coming to the conclusion that these accounts were "cooked"? I have no doubt that every figure in these books represented a real transaction, but I believe that some amounts were placed to improper accounts.

41. Any accountant who knew anything about accounts would not take that £680 15s. 3d. from the account to which it was credited, and debit it to another account? There might be a reason; but it looks remarkably suspicious, especially as I am cognizant of the fact, from the records, that it was made after the action was commenced; and I have no doubt that it was so made with reference to the transactions which formed the subject matter of the trial.

TUESDAY, 26 FEBRUARY, 1878.

Present:—

MR. W. C. BROWNE,

MR. COPELAND.

JOHN HURLEY, ESQ. (*Hartley*), IN THE CHAIR.

[The Shorthand Writer, at the request of the Committee, read over the notes of evidence taken by him at the last sitting.]

Mr. Joseph Carroll further examined:—

42. Chairman.] We have gone through the whole of the evidence given by you on a former occasion, and have come to the conclusion that we require nothing further from you, unless you desire to add anything to what you have already stated? I am not aware that there is any supplemental evidence I could give that would elucidate or strengthen the case. What I was anxious to do was this: Looking upon this as a serious matter in case you decided that John Garsed was wrongfully convicted and suffered an imprisonment that he did not deserve, and that it would be a very serious matter to upset the verdicts of two Juries, on cases tried before two Supreme Court Judges, namely, one a civil case in which he was cast upon a bill for £680 15s. 3d., and secondly in a much more important case to him—a criminal case—tried before another Jury, by which he was convicted and lost his liberty for three years; that in such a case you would like for your own satisfaction, before reversing this judgment or conviction, to have my evidence, which you have already before you, fortified by the production and explanation of these books, namely, these books of William Dean & Co., of which firm Archibald Ashdown was a partner, and also of a book kept by Charles Pearson Pritchard, called by John Garsed "Pritchard's Journal," said to have been kept in the joint interest of John Garsed and Archibald Ashdown. That was what I was anxious to do when I was last before you,—to compare item by item, that the Committee might be able to say, "Not only did Mr. Carroll give evidence, and it is so and so, but he has produced the books and shown the several items mentioned in the agreement of 30th September, 1857, as they appear in the book called 'Pritchard's Journal.'" I was for ten years principal accountant to William Dean & Co., and I recognize that book as theirs (*referring to the ledger*), and I also recognize it as the book upon which I was examined in the criminal trial of Garsed at the Supreme Court. (*The witness then went through the several items contained in the agreement of the 30th September, 1857, and traced them in Pritchard's Journal, and also pointed out the bill £680 15s. 3d. and other items in the ledger of W. Dean & Co.*) I wish to add this: If you will see that this is a genuine book, kept for John Garsed and Archibald Ashdown of their joint and several transactions and negotiations with regard to property to and fro—and this I think has been proved—you must believe these entries to be correct; and then again, when you compare these entries, which are no doubt genuine, with the agreement of 30th September, 1857, which I understand is in evidence before this Committee, you will see that they accord with each other; consequently John Garsed must have been indebted to Archibald Ashdown alone for the bill £680 15s. 3d.; these books of Pritchard's have no reference at all to W. Dean & Co. as being creditors for this bill, which I find there passed to credit of "*Bills Payable Account*." If then Garsed had to give, and did actually give, this bill of £680 15s. 3d. in settlement of his private affairs with Archibald Ashdown, it cannot by any force of reasoning or logical conjecture be assumed to have been an obligation to W. Dean & Co. otherwise than indirectly as the holders of the bill which was made in their favour (as I have been informed and believe), at the direct instance of Archibald

Mr. J. Carroll. Archibald Ashdown, who appears to have had all his bills in his private affairs with Garsed drawn in favour of William Dean & Co., because Archibald Ashdown *per se* could not, I believe, have availed himself of bills to any amount except as a member of the firm of William Dean & Co. The bills of William Dean & Co. were negotiable in any Bank in Sydney during the greater portion of the ten years when I was there; and I believe they would pass current at the Oriental and the English and Scottish Chartered Banks for a quarter of a million. Looking at this agreement of 30th September, 1857, recognized by Archibald Ashdown and sworn to by him in connection with these entries, I think any intelligent person must come to the conclusion that the transactions of which the bill £680 15s. 3d. formed part were solely between Garsed and Ashdown, and that no manipulation of W. Dean & Co.'s books would show that there was any connection with these transactions and the business of that firm.

TUESDAY, 3 APRIL, 1878.

Present:—

MR. W. C. BROWNE,

MR. COPELAND.

JOHN HURLEY, Esq. (*Hartley*), IN THE CHAIR.

Mr. George Lea Wilson examined:—

- Mr. G. L. Wilson.
3 April, 1878.
43. *Chairman.*] You are a conveyancer? I am.
44. You know this is a Committee appointed by the Legislative Assembly to inquire into a case known as the inquiry case of John Garsed? Yes.
45. You have notified verbally and by letter to this Committee that you are anxious to give evidence in this case? I have.
46. Do you know anything in reference to the charge of perjury? Yes.
47. Is it pertinent to a bill of £680 15s. 3d.? Yes.
48. Can you prove that this bill did not form part of a bonus of £2,000 to be given to Ashdown? Probably not.
49. Have you examined the ledger and books? Not for nearly twenty years.
50. Were these books correctly kept? No.
51. Can you point out any irregularity in these books? Yes.
52. In reference to this amount? In the books before you—
53. In reference to this £680 15s. 3d. promissory note? I am not prepared to say that, but I am in reference to another entry.
54. Has the other entry any bearing on this particular item? No, but I am coming to that presently.
55. The books were kept by you? The latter part of this (*the witness referred to the Journal*) is in my own handwriting.
56. Was it previous to this transaction, this £680 15s. 3d.? It would be an entry subsequently to that.
57. Do you know the handwriting of the person who kept the books previously? Yes.
58. *Mr. Copeland.*] Has your evidence any bearing upon the question of this £680 15s. 3d.? I throw doubt upon the integrity of these transactions, because the books are false to a certainty.
59. *Chairman.*] Were the books kept fairly by Dean and Ashdown when you were in their employ? I was never in the employ of Dean or Ashdown. I was Mr. Garsed's bookkeeper, and the false entry was made in my handwriting at Mr. Garsed's dictation.
60. You were in the employ of Garsed and Ashdown? No, of Mr. Garsed.
61. Who paid you? Mr. Garsed.
62. Was it by Mr. Garsed's cheques or in cash you were paid? In cash.
63. You were paid at the rate of £500 a year? Certainly not, I received but 25s. a week.
64. *Mr. Copeland.*] Were you paid by cheque? I do not suppose I ever received a cheque.
65. Were you paid weekly? I was paid weekly. I was doing nothing at that time, and I thought it better to be doing that than nothing.
66. *Chairman.*] The entry you refer to is one of £300? I do not remember the amount—I have not seen the books for so many years.
67. There was a certain sum entered and immediately after being so entered, when Mr. Garsed's attention was drawn to it, was it not rectified by similar figures being placed under to balance them? I am sure it was not so, but I would ask to be allowed to refresh my memory by the sight of my own handwriting.
68. You understand the question,—that a certain sum was put down in figures, and that Mr. Garsed stood over you and told you to rectify the entry by putting down a sum that would balance the account—that is £300? It is Smithson's entry, that is the one I identify.
69. Do you say that Mr. Garsed did not dictate to you the rectification of that account? If there is a subsequent entry, it was to make a second false entry to account for getting rid of a sum of money.
70. If an amount were entered on one side wrongly, you afterwards entered a like amount on the other? To make another false entry.
71. What has that to do with the question of whether the bill for £680 15s. 3d. formed part of the bonus of £2,000 or not? To show that the books being false in one particular, the other entries made by Mr. Garsed himself, or by those employed by him, cannot be brought forward as evidence in Garsed's favour.
72. That is, you imply if there is a false entry in one case there may be in many others? It may be in another.
73. That is a conjecture? It is an axiom in law.
74. Will you refer to the books and point out the false entry? (*The witness referred to the Journal.*)
75. Is it in folio 37? Yes.
76. In reference to Smithson? Yes.
77. An amount of £300? Yes.
78. That is the amount you referred to? Yes.

79. You were examined at the Police Court in reference to this very identical amount? I think not—I have no recollection of it.

Mr. G. L.
Wilson.

80. If your memory of these circumstances is so good as to enable you to protect the character of the dead and the interests of others who are out of the Colony, surely it will serve you sufficiently to say whether you were examined at the Police Office? I think I was not—to the best of my belief I was not.

3 April, 1878.

81. Supposing I could produce a document signed by you proving that you were examined as to this particular account, would you say that it was not so? Certainly not.

82. Having given evidence at the Central Police Court so many years ago, of which evidence the Committee are in possession, can you supplement anything to that which will enable this Committee to arrive at any more just decision in reference to this case? I think not. I have no recollection of being examined at the Police Office; of course if I was, I was.

83. If these documents I refer to have special reference to these entries, I suppose that evidence would be correct? No shadow of a doubt it was correct, as the circumstances were then fresh in my memory. It is very stale now, so many years having elapsed since.

84. Having made such a statement at the Central Police Court, although you are not aware that you ever did make a statement there, do you think it is judicious of you now to come forward and make a fresh statement of what took place so many years ago? Yes, I think it is. I have no recollection of having made such a statement.

85. *Mr. Copeland.*] You think you can trust your memory in the one case, though you cannot in the other? I cannot remember being examined at the Police Office.

86. You cannot trust your memory as to the fact of your having been examined at the Police Court, but you can trust your memory as to an item in the books? I thought I could trust to my memory in this matter of the entry in the books, because there was something else hanging to it. This entry of £300 was for the purpose of getting rid of something —, but I have forgotten the history of the case.

87. *Chairman.*] This is simply a cross entry? It is a cross entry, but there is something more about it than that —.

88. This is a cross entry, entered at the dictation of Mr. Garsed? Yes.

89. Is this the particular item you have alluded to? Yes; but there is something else about that which I cannot remember.

90. *Mr. Copeland.*] Your present impression is that £300 was entered on that side (*referring to the Journal*), to get rid of the advance of £300 entered on this side, as for "Alma Hotel"? My impression is that the second entry was made to cover a false entry—the first entry—and to make another —.

91. *Chairman.*] You were about to make a remark as to another false entry. The books are accessible to you. Will you refer to that false entry (*a book was handed to the witness*)? This is not the ledger. I want the ledger corresponding with this (*referring to the Journal*).

92. That is the ledger corresponding with that? It is not.

93. Is not that the ledger you kept? It is not. This journal refers to another ledger, and the ledger refers to another journal.

94. Do you know that ledger? No, I never saw it.

95. Is your memory sufficiently retentive to enable you to say whether that is a copy from the original ledger? I have no doubt it is.

96. Would that be sufficient to give you the information? I dare say it would. (*The witness referred to the copy of the ledger handed in by Mr. Garsed.*) I cannot fit it at all.

97. That is a certified copy of the ledger? It may be perfectly correct up to page 26 of the journal; but I see at the bottom of that page a pencil entry in my handwriting to refresh my memory; it follows the end of Mr. Pritchard's entries. "The books brought from Mr. Ashdown's office, 22nd December, 1857, by Mr. Pritchard."

98. Where was your first entry made in this book? At the top of page 27.

99. Did you obtain these books from instructions received from Mr. Garsed? They were sent to Mr. Garsed, not to me.

100. Did Mr. Garsed tell you to get these books from Messrs. Dean & Company? I do not know.

101. To write them up? He gave them me to write up.

102. You are not sure about that? I know that Mr. Pritchard sent them to Mr. Garsed.

103. You had the books seven or eight days? I never had the books out of Mr. Garsed's house. I used to go either to his office or to his private house to work at them.

104. I will remind you. If you stated at the Central Police Court that you had been instructed by Mr. Garsed to go to Messrs. Dean & Co. to get these books and to write them up, and that you had them seven or eight days, including Christmas Day and Sundays, would that be right? No doubt.

105. You had them then seven or eight days? I never had them out of Mr. Garsed's house or office—never.

106. You were told to get the books? Very likely I was told to get the books. To the best of my recollection, we wrote several times to Mr. Pritchard, "When are you going to send the books?" begging him to send them; and I think at last he sent them to Mr. Garsed's house.

107. Is that the time when this £300 was entered? I could not tell you the day. It must have been more than seven days; it must have been months. These entries commence in October and close at the end of December.

108. This entry in the journal—cash Dr. to Smithson £300—is in your handwriting? Yes.

109. Refer to page 37—you entered that too? Yes.

110. At whose instance did you enter that? Mr. Garsed's.

111. That rectification underneath, at whose instance is that? I say it is not a rectification.

112. At whose instance was that? At Mr. Garsed's instance a subsequent entry was made—I say it was not a rectification, but I am not able to show where the third error stands. I am sure we shall find by the ledger that an outstanding amount does exist of £300. There are three £300 entered.

113. Do you think these books have been tampered with since you last saw them? No, I never thought that.

114. Do you remember my asking the question if a certain entry of £300 was the entry you referred to, and you said you were not sure of the figures? Yes.

115. And I then asked you with reference to a certain entry called a cross-entry, where a certain amount was put down, and beneath were certain figures to balance the amount, and you answered "decidedly not." Were you wrong in that answer? I was wrong.

Mr. G. L.
Wilson.
3 April, 1878.

116. *Mr. Copeland.*] You say you believe this entry at page 37 was a false entry? I believe there will be an existing false entry, but without the ledger, at page 63, I cannot correct it.
117. I understood you this false entry of £300 was to get rid of this entry of "cash £300"? Yes.
118. I would like to know from you whether there was any real transaction in connection with this entry of "Alma Hotel and Grose Farm," as represented here? I believe that is a false entry, but I cannot give the particulars without reference to page 63 of the ledger, which is not here.
119. *Chairman.*] Here is an exact duplicate of the ledger, certified by yourself, with your own signature attached to it, and also the signature of Mr. Humphery, the Official Assignee. Surely that ought to be sufficient to enable you to find out anything you require? Decidedly not. This book is right enough as a copy of the ledger up to the time of Mr. Pritchard's ceasing to keep the journal—that is up to page 26; but you will not find any entry here relating to this matter, because the entry in the journal was made by myself, subsequently to the books being taken out of Mr. Pritchard's hands. I could find out this item only by examining the other ledger.
120. What is the last date of making an entry by yourself? The closing entries for the balance have no date. The balance closed the year 1857.
121. *Mr. Copeland.*] On the 20th April, 1858, you certify to this copy being correct? To its being correct up to the time of Mr. Pritchard's ceasing to keep the books.
122. *Chairman.*] Your evidence was that there was a balance of £14,000 odd to the credit of Mr. Garsed, in your own handwriting—is that so? It appears to be so. I thought Mr. Garsed was a very wealthy man at that time, and I have no doubt he was so.
123. You have of course a lively recollection of the proceedings in the Court at the time of Mr. Garsed's trial for perjury? I recollect the fact, but not the details of the evidence.
124. Do you remember that these books were kept out of evidence? No, I do not, one way or other.
125. Do you remember the circumstance of an attempt being made to destroy these books, by blowing up the place where they were kept with gun cotton? No; but I heard that Dean & Ashdown's was.
126. Was not your attention drawn to a reward being offered for any information that would lead to the conviction of the offenders? That was with reference to Dean & Co.'s books—not those of Mr. Garsed. These books were always in the possession of Mr. Garsed, and would not have been affected. The book on my left was in Messrs. Dean & Ashdown's; that on my right, in Mr. Garsed's possession.
127. Were you in Mr. Garsed's employ at that time? Yes.*
128. Can you show any wrong entry in these books other than this of £300 at page 37? No, I cannot.
129. You had the privilege or opportunity when you were examined at the Police Office of giving all the information possible with regard to these books? I have no recollection, as I have already said, of having been examined at the Police Office; but if so, I should not then have had an opportunity, because you are placed in the witness box and are bound to answer the questions put to you, yes or no.
130. Courts of Law do not suppress evidence pertinent to the questions before them: had you not every opportunity to make any statement you deemed fit? Certainly not, no witness is allowed to make a statement; if he did so he would be told—"Answer the question, yes or no, and do not go beyond the question asked you."
131. Anything you had to say in reference to the case was undoubtedly in reference to the books? I have no recollection of the matter, but any examination of me, I should say, must undoubtedly have had reference to the books.
132. It merely had reference to yourself as a bookkeeper? Certainly I should think to nothing else—I could be examined in no other capacity.
133. Can you supplement that evidence? That evidence was given when matters were fresh in my memory.
134. Was that journal closed on the 31st December, 1857? Yes.
135. Was not that owing to your calling Mr. Garsed's attention to the erasures made by Mr. Pritchard, that is the journal kept under the direction of Mr. Ashdown? Erasures made by Mr. Pritchard! I do not know—there is an erasure, I think. If I am to give an answer to the question, I should say certainly not; it was closed because the end of the year had come, and not because of an erasure.
136. *Mr. Browne.*] Do you adhere specifically to that statement in reference to £300 being entered at the dictation of Mr. Garsed? Yes.
137. And also that the second entry was made to cover the falsity of the first? Yes.
138. Was that your impression or was it the fact—you said at first it was your impression, and afterwards that it was the fact, which is correct? The fact, although I cannot prove it, because I cannot refer to the ledger.
139. *Chairman.*] Are there any erasures in the journal which were made while it was kept under Mr. Ashdown's instructions? I think so, but that could be ascertained by an examination.
140. Do you know anything with reference to this particular bill of £680 15s. 3d. upon which Mr. Garsed was convicted? I think I had better say I do not, that I do not know whether it was given to Dean & Co. or to Ashdown.
141. Do you know anything with reference to the bonus of £2,000? These entries were made from Mr. Garsed's dictation, and are in my handwriting.
142. Do you know anything with reference to the case of perjury? Yes, I know that a plea was filed alleging that the promissory note was given to Ashdown as balance of an account. That was not, however, the first bill that was given, but the second; the first was for £ . . . I was in Pidcock Tompson's office at the time, and Garsed told me, indeed he told us all, that all he wanted was to gain time.
143. *Mr. Copeland.*] Do you know whether any consideration was given for this bill, or whether it was merely an accommodation bill? I could not say of my own knowledge.
144. You cannot say whether that bill formed part of the original bonus? No, I cannot say one way or other.
145. *Mr. Browne.*] Do you wish to make any other statement to the Committee? No, I think not.†

Mr.

* NOTE (on revision):—I was not in Garsed's employ at the time of the fire; I must have misunderstood the question as to time.

† NOTE (on revision):—I do not notice any reference to my protest that Garsed's journal cannot explain Dean's ledger, but that Dean's journal be taken with Dean's ledger, and Garsed's ledger with his journal.

Mr. John Garsed further examined:—

116. *Mr. Copeland.*] What explanation have you to give with reference to these two entries of £300, which you have heard stated by Mr. Wilson were one a false entry and the other to cover the falsity of the first—Did you instruct Mr. Wilson to make this entry? Yes.

147. Was this a false entry? It was a wrong entry, but that which follows corrects it immediately; they were made at the same time.

148. The two entries were made at the same time? Yes; the whole of the entries* were made in seven days.†

149. I am speaking with reference to the entries in the name of Smithson and the "Alma Hotel"? Yes. A mortgage—Hutchinson to Garsed, afterwards cancelled, was made. Mr. Hutchinson is Mrs. Garsed's brother, who had just arrived from England. A mortgage was given to Mr. Terry, dated 25th September, 1857, which it was found included this "Alma Hotel." *Regina v. Garsed.*—September 5th, 1859. Copy from Sir John N. Dickinson's note book, left in charge of the Prothonotary, S. H. Terry. I produce mortgage £1,500.—25th September, 1857. I destroyed the memorandum for ground rents. Mr. Hutchinson and family arrived from England, 27 December, 1857; and having mortgaged Bexley to Mr. S. H. Terry, in September, 1857, to secure payment of £2,000, I therefore was unable to convey to Mr. Hutchinson 50 acres of land at Bexley (*See Minutes of Evidence 16th May, 1877*), and this money was intended to be given in compensation to Hutchinson, but entered to the name of Smithson.

150. You heard what Mr. Wilson stated, that this particular £300 was a false entry, and that there was no value given? I heard him state so, but it is not a false entry; but that is not a matter before the Committee. The matter before the Committee is a bill of £680 15s. 3d. This will be before another Committee when these other charges are investigated. This is merely a cross entry, it amounts to nothing; it is a wrong entry, and another entry is made to take it out.

151. Do these books carry out the statement you have made in reference to giving this £300 to Mr. Hutchinson? These books show only as they read now. I can bring you the mortgage deed that was cancelled. I can bring the different deeds to show the transaction between myself and Hutchinson.

Mr. J.
Garsed.
3 April, 1878.

Mr. Joseph Carroll further examined:—

152. *Chairman.*] Will you refer to folio 37 of the journal, and state whether the entry of £300 there in connection with the "Alma Hotel" is false? If the item of £300 in connection with the "Alma Hotel" is false, then the total of £3,568 3s. 6d. must necessarily be false also, and that amount has never been challenged; with respect to the other two entries, the one neutralizes the other.

153. There is no fraud in it? Certainly not—it is merely an improper entry.

Mr. J.
Carroll.
3 April, 1878.

FRIDAY, 12 APRIL, 1878.

Present:—

MR. COPELAND,

MR. DAY.

JOHN HURLEY, Esq. (*Hartley*), IN THE CHAIR.

Mr. Marmaduke Constable examined:—

154. *Chairman.*] You have expressed a desire through another person to be examined with reference to this inquiry? It has been thought by some advisable that I should be; Mr. Garsed told me that I would be, and of course I looked forward to the receipt of a summons for that purpose.

155. You are aware that this is a Committee appointed by the Legislative Assembly to inquire into a case that was instituted against John Garsed for perjury? I am.

156. On the 10th September, 1858, at the office of Dean & Co., and in the presence of Mr. Garsed, did you or Mr. Adam Wilson examine five ledger accounts kept in Garsed's name? I believe I examined every book. Perhaps I may be permitted to explain how it was—

157. Were you not examined on behalf of Mr. Ashdown at the Police Court in December, 1858? No.

158. Or on behalf of the Crown, in October, 1859? No.

159. I have asked you, did you or Mr. Adam Wilson, Garsed's Official Assignee, examine the books—the five ledger accounts? We examined every book that was asked for, and we gave a certificate to that effect, and upon that certificate the claim was allowed. That certificate is now registered in the Insolvent Court.

160. Did you, after Mr. Garsed's estate was released from sequestration, examine Mr. Garsed's papers at his residence, and state to Mr. Garsed at the time of this examination that you had never examined said five ledgers in connection with the black ink fictitious account marked N? What is called the black ink fictitious account I had never seen or heard of at the time of the first examination of the accounts. The statement of my connection with the second examination of the accounts is simply this:—I had been away from the Colony for fifteen or sixteen years, and the whole of these things—although I had taken a deep interest in the case at the time as almost the chief creditor of, and at first friendly to, Mr. Garsed—had passed out of my mind. I met Mr. Garsed, who told me he was anxious to get a reversal of the sentence of perjury, and asked me to go through his books with him, when he said he could show by their evidence that he was wrongfully convicted. I did so, and the statement he made to me with reference to the entries seemed to me clear and distinct. As I understood he had fresh evidence to bring forward, I suggested to him that the first step he should take was to see Sir Alfred Stephen, and induce him to re-consider the thing, in order, if possible, to get the sentence reversed. Mr. Garsed then asked me if I would see Sir Alfred Stephen, and I said I would. Mr. Garsed then laid great stress

Mr. M.
Constable.
12 April, 1878.

* NOTE (on revision):—From folio 27 to folio 63 is in the handwriting of Mr. Geo. L. Wilson.

† NOTE (on revision):—From folio 1 to 27 is in the handwriting of Mr. Charles Pearson Pritchard.

Mr. M.
Constable.
12 April, 1878.

stress upon five ledger accounts, and the way in which he explained the whole thing to me seemed certainly new to me, and I admitted it to be so, looking at it in the light in which he viewed it. I did not remember to have seen these particular five ledger accounts, but I could not pretend to say, after so many years had passed, that I had never seen these five ledger accounts. But I can say that at the examination of the books Mr. Garsed was present; that every question asked by Mr. Garsed was satisfactorily answered by Mr. Ashdown; that we were three hours engaged in the examination, and that it was not until Mr. Garsed had no more questions to ask that the meeting terminated, and the certificate to which I have already referred was given. As to what books we saw I could not say, but I know that the examination was, to my mind, most straightforward and searching.

161. Did Mr. Adam Wilson, in your presence and in the presence of Mr. Garsed, examine five ledger accounts? Understand me, I cannot from memory tell you everything we saw, but I can say that every question Mr. Garsed asked was satisfactorily and honestly explained by Mr. Ashdown, and we gave a certificate to that effect.

162. Do you understand the system of book-keeping by double entry? I do.

163. Will you look at these ledgers? To look at ledgers, and know anything about them, I must see the books from which the entries are made.

164. They are Dean & Co.'s ledgers? As a merchant and book-keeper of many years experience, I tell you that books may be made to show almost anything.

165. *Mr. Day.*] What we want to find out from disinterested evidence is whether the bill for £680 15s. 3d. was given to Ashdown as part of a bonus of £2,000 in consideration of the said Ashdown transferring to Garsed certain properties? I can give you a very decided opinion upon that, for what it is worth, and I can also give you my reasons for that opinion.

166. Do you know anything about this £680 15s. 3d.? I do, because I have heard both sides of the question. There is not a point connected with the whole transaction I am not cognizant of. I was consulted by both sides. I was a very strong friend of Mr. Garsed at one time. I know Garsed's statement, and I know the other parties' statement.

167. Were you in the habit of looking into the commercial affairs of Dean & Co.? No.

168. Were you in the habit of looking into the affairs of Mr. Ashdown at that time? Only at the time when I was called forward as the friend of Mr. Garsed.

169. Have you any knowledge from what you learnt at that time—any knowledge of your own—of this £680 bill? I will answer the question with perfect fairness. If I were in a Court of justice, upon my oath, such evidence as I can give would not be admissible, because I never saw the bill; but I have heard both statements; my pecuniary interests were decidedly in Garsed's favour—I was backing up Garsed against Ashdown; but after thoroughly examining Ashdown's books in the presence of Mr. Garsed with Mr. Adam Wilson, when every question Garsed asked was satisfactorily answered by Mr. Ashdown, I changed my opinion, and it is changed still.

170. *Chairman.*] What was wrong in the books? Nothing was wrong in the books; every question asked was met in a straightforward way, and although I was not in favour of Dean & Company when I commenced the examination, but prepared to back Mr. Garsed in a motion for a new trial which was then made in the Supreme Court, I was compelled to alter my opinion. I am now speaking in behalf of Adam Wilson and Arthur Piddock Tompson, both of whom are dead, as well as of myself, and of the statement we made to which our names are appended.

171. You were Chairman of a meeting at which a number of Mr. Garsed's creditors framed twenty-two resolutions in order to take action against Garsed? I believe so. I have not seen those resolutions for many years; there were twenty-two I believe. I was Chairman at nearly all the meetings, for I was the principal creditor.

172. You were the principal creditor; are you still a loser by Mr. Garsed? Not now.

173. Did he pay you? I was paid at the time as I considered satisfactorily, but I do not now consider that I was paid. I made a bargain, and there was an end of it.

174. He paid all demands—he released his estate? He released his estate principally through my instrumentality, and he gave us all shares which we took at 20s.; they were considered to be worth 20s., but we found them to be worth 3s. 6d. At that time I considered myself well paid.

175. *Mr. Day.*] Can you give us any history of the £5,180? It was composed entirely of dealings with Dean & Company.

176. Are you aware whether Mr. Garsed owed Dean & Company any more money than that? Yes, I know this by the documents—Garsed admitted that he owed it.

177. *Chairman.*] What do you know about this bonus of £2,000? I know that at the trial the Judge ruled that the question of this bonus really and truly had nothing whatever to do with the matter, but whether the bill of £680 15s. 3d. formed part of the bonus. I can show how this £2,000 arose.

178. What do you know about this £2,000? Mr. Garsed was intending in the month of March to go home to England, and he proposed to Mr. Ashdown that Ashdown should take his place, manage his properties in his absence, and meet all his liabilities; and that he should receive one-third of the supposed balance that would be left from the sale of the properties. It was expected that these properties would yield £18,000, and that Ashdown would therefore receive £6,000; Ashdown at the same time agreed to buy the Upper Garden at the Glebe for £2,800, although the property at that time was not worth more than £1,000, so that Ashdown was to give £1,800 more than its real value—

179. There was an agreement to buy that all back? Yes; Ashdown said—"Take back this land for which I gave you £2,800, and I will give you a cheque for £500"; instead of this, it was arranged by Garsed that he should repurchase the whole of the properties he had transferred to Ashdown, and should pay him £2,000. That is the real English of this so-called bonus of £2,000.

180. The amount of £2,000 is not made without this sum of £680 15s. 3d.? I beg pardon, the evidence of Mr. Daintrey is very distinct and clear that there was never a broken amount mentioned to him. He says—"I have had transactions with Pritchard which Ashdown afterwards acknowledged; I remember on one occasion Pritchard came to me and spoke to me about some transactions between Garsed and Ashdown, and offered to sell me some property, either as agent for Ashdown or Garsed; Pritchard told me of a long negotiation which had been going on between Ashdown and Garsed, and of several arrangements between them, and said something to the effect that Garsed had at last given, or was to give, Ashdown a bonus of £2,000. Pritchard afterwards came to me and instructed me to prepare a conveyance of one property, and transfers of mortgages of two others (to the best of my recollection), and told me that the conveyance

conveyance and transfers were to represent value to the extent of £2,000, I believe, passing from Garsed to Ashdown." That is the very case. You may call it a bonus or what you like, but the three properties represent the £2,000; and that is the statement of Mr. Ashdown.

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181. Will you go on with the extract? "I prepared the deeds, and they were executed by Garsed on his own behalf, contracting between himself and Ashdown; I only think I saw Garsed on the occasion of the execution of the deeds; I should say this was some time in August or September, 1857; it might be a trifle later; Ashdown and Garsed afterwards came to my office and had a dispute as to who was to pay for the deeds, and at Ashdown's own request I afterwards sent the deeds to Ashdown, and I believe he partly paid for them; that both Ashdown and Garsed acknowledged in effect that Pritchard was their agent I have not the slightest doubt; in that transaction Pritchard said something about a bonus with reference to this transaction—a bonus of £2,000; he spoke of the bonus as a matter under negotiation between Ashdown and Garsed; I understood when I prepared the deeds that they represented value to the extent of £2,000 passing from Garsed to Ashdown, but I did not understand that they represented the talked-of bonus; I think that the first statement Pritchard made to me was that there had been some arrangement between Ashdown and Garsed which Garsed was not able to carry out, and Pritchard gave me to understand, and from what he said I did understand, that the deeds were to represent £2,000 as passing from Garsed to Ashdown to carry out substituted arrangements; my recollection is quite distinct as to what was said. I think the deeds were dated between July and December, 1857; I think that while I was preparing the deeds I saw a piece of paper on which was some calculations showing how the £2,000 was made up; I do not recollect any particular sum mentioned on that memorandum; I do not know what became of the memorandum; my recollection is very obscure indeed; I am not even positive as to the year in which it occurred, whether it was in 1856 or 1857, but I believe it was in 1857; I remember no promissory note or bill of exchange passing between the parties, but I do not know of any reason why I should have known it had any passed." So that no broken amount was mentioned. Mr. Daintrey has told the transactions between Ashdown and Garsed—the substitutionary arrangement of £2,000 to pass from one to the other, and the instruction to draw up three deeds to represent this £2,000—exactly as Mr. Ashdown has done.

182. Do you know anything about this bill for £680 15s. 3d.? I certainly did hear something respecting it, but it was from a man who is dead, and was not made in Mr. Garsed's presence. It is evidence that would not be admitted in a Court of law, and therefore I had perhaps better not state it.

183. Could you adduce from the books any information that would be of service to the persons you are interested in, or that would assist the Committee in their inquiry? I do not think so. I can only reiterate the statement I have made—that every book of Dean & Company was examined in the presence of Mr. Garsed, and that every question asked by him was satisfactorily answered by Mr. Ashdown. That Mr. Adam Wilson, who examined them with me, was a thorough accountant; that after a three hours' examination, and that though we went into it as Mr. Garsed's friends, we gave the certificate we did.

184. Do you not know that these books were kept out of evidence? I believe they were not.

185. They were not put in evidence at the Police Court? I do not know. Mr. Garsed, when I returned from New Zealand, made several statements to me; and as I had been some years away from the Colony, and the facts of the case had passed away from my memory, although I had known them at the time, I was led to believe from his representations that justice had not been done. I was not in the criminal prosecution, indeed I do not think I was in Sydney when he was tried, I was therefore prepared to believe anything, and it was not until I had re-examined the matter and read up these things that I got my old opinion back.

186. Have you had the opportunity of reading up the particulars of the case from any original documents? I have been to the Insolvency Court and read up everything.

187. This has not reference to the Insolvency proceedings? It was in the Insolvency Court. I saw the certificate to which I have referred. I have also read Judge Dickinson's notes of the civil trial, and also the proceedings in the Police Court, as well as the documents printed by Mr. Garsed—and you may say they are original documents. I have also read other papers knocking about.

188. Have you founded your opinion upon these documents that were "knocking about" as you say? No. In various ways my memory has been refreshed as to the circumstances of the case, and I have now made no statement that I should not be willing to make upon oath before any Court of Justice. I am willing to admit that I may have stated to Mr. Garsed that I entertained a more favourable view of his case than I do at present; in fact I must have done so, as I offered to go to the Chief Justice upon the matter.

THE CASE OF MR. JOHN GARSEED.

APPENDIX.

[To the Evidence of Mr. John Garsed, 16 May, 1877.]

A 1.

(A.) In the Supreme Court of New South Wales. Dean and another v. Garsed.—Declaration. No. 317. A.D. 1858. Filed 18 February, A.D. 1858.—A.R. A.—Produced Police Court, Sydney, 16 Dec., 1858. The defendant is to plead hereto in eight days, otherwise judgment.

WANT, Plaintiffs' Attorney, 139, Pitt-street.

The eighteenth day of February, in the year of our Lord one thousand eight hundred and fifty-eight. Sydney, to wit.

WILLIAM Dean and Archibald Ashdown, by George Want, their attorney, sue John Garsed, for that the plaintiffs, on the third day of October, one thousand eight hundred and fifty-seven, by their bill of exchange, now overdue, directed to the defendant, required the defendant to pay to the plaintiffs six hundred and eighty pounds fifteen shillings and three-pence, four months after date; and the defendant accepted the said bill, but did not pay the same. And the plaintiffs claim one thousand pounds.

GEORGE WANT, Plaintiffs' Attorney.

Reg. v. John Garsed, 5/10/59. E.L.

Thursday, April 22, 1858, Friday, April 23, 1858, Saturday, April 24, 1858. Coram Dickinson, J. Frederick Michael Stokes, George Stabler, William Sharpe, Lindsay Crawford Sheppard. Saturday, 24 April, 1858. The case was adjourned to-day until Tuesday, the 18th May, 1858, at 10 a.m. ROBERT SEMPILL, Clerk at Nisi Prius.

Trial continued. Tuesday, 18 May, 1858, Wednesday, 19 May, Thursday, 20 May. Coram Dickinson, J. Verdict for plaintiffs,—damages, £696 2s. 6d.

ROBERT SEMPILL, Clerk at Nisi Prius, 20 May, 1858.

A 2.

Garsed ats. Dean and another. Notice of Motion. Filed 22 May, A.D. 1858.—A.R. In the Supreme Court of New South Wales.

William Dean and Archibald Ashdown, plaintiffs, and John Garsed, defendant.

Sir,

In this cause, which was tried at the Supreme Court House, King-street, Sydney, before His Honor Mr. Justice Dickinson and a Jury of four persons, on the twenty-second, twenty-third, and twenty-fourth days of April last, and the eighteenth, nineteenth, and twentieth days of May instant, on which last-mentioned day a verdict was returned for the plaintiffs, with six hundred and ninety-six pounds two shillings and sixpence damages: Take notice that this Honorable Court will, on the first day of next Term, or so soon thereafter as counsel can be heard on behalf of the said defendant, be moved that the said verdict may be set aside, and a new trial granted between the parties, on the following grounds, namely:—

- 1. That notwithstanding the written agreement of the thirtieth September, one thousand eight hundred and fifty-seven being in evidence, the learned Judge improperly admitted evidence of the arrangements or alleged arrangements between the parties, which in point of time preceded and were preliminary to that agreement. Such alleged arrangements being inconsistent with or repugnant to the aforesaid agreement of the thirtieth September.
2. That the said verdict was against evidence.
3. That the said verdict was against the weight of evidence.

Dated this twenty-second day of May, in the year of our Lord one thousand eight hundred and fifty-eight.

Yours, &c., PIDDOCKE ARTHUR TOMPSON, Defendant's attorney, 1, Commercial Chambers, New Pitt-street, Sydney.

To plaintiffs' attorney.—I certify that in my opinion sufficient grounds exist for the above motion.

WILLIAM B. DALLEY.

A 3.

In the Supreme Court of New South Wales. No. 317. A.D. 1858.

Affidavit of A. Ashdown. Filed, 10 June, 1858.—A.R.

Between William Dean and Archibald Ashdown, plaintiffs, and John Garsed, defendant.

On the twenty-ninth day of May, in the year one thousand eight hundred and fifty-eight, Archibald Ashdown, of the city of Sydney, in the Colony of New South Wales, gentleman, one of the above-named plaintiffs, being duly sworn, maketh oath and saith as follows:—

- 1. On the twentieth day of May instant, I and the said William Dean recovered a verdict against the above-named defendant in this action, for the sum of six hundred and ninety-six pounds two shillings and sixpence.
2. I have seen a notice of motion for a new trial, a true copy whereof is hereunto annexed and marked with the letter A, which was served on my attorney herein on the twenty-second day of May instant. The said notice of motion was merely served, I verily believe, for the purpose of delaying us in obtaining the fruits of our verdict; and I verily believe that, in the event of speedy execution not being ordered herein, the said John Garsed will make away with his property, and thus deprive us of the means of our recovering the amount of our said verdict.
3. I am well acquainted with the whole of the property of the said John Garsed. I have caused searches to be made in the Registry Office of Sydney for registering deeds affecting land, and find that two days before the bill sued upon herein became due, the said John Garsed has, by an indenture dated the fourth day of February, one thousand eight hundred and fifty-eight, conveyed to Thomas Sanders Hutchinson, the brother-in-law of the said John Garsed, for an alleged consideration of four thousand seven hundred pounds, the whole, or almost the whole of his property.
4. I have been informed by the said John Garsed, and believe that the said John Garsed remitted home the necessary funds for the payment of the passage money to this Colony of the said Thomas Sanders Hutchinson and his family; and I am informed and verily believe that the said Thomas Sanders Hutchinson came out to this Colony without any means of his own, and could not have purchased the said property, and that such consideration was not paid.

5. I verily believe that this conveyance was made by the said John Garsed for the purpose of delaying and defeating the above-named plaintiffs in the recovery of the amount of the bill sued upon herein. I have been advised and verily believe that the grounds mentioned in such notice of motion for a new trial are frivolous, and that the motion is merely made for the purpose of delay.

A. ASHDOWN.

Sworn by the deponent, on the day first above }
mentioned, at Sydney, before me,

AUGUSTUS CARTER, A Commissioner for Affidavits.

A 4.

On the 30th September, A.D. 1857, I, John Garsed, by an agreement dated 30th September, 1857, and registered the 13th February, A.D. 1863, No. 814, Book 81, re-purchased from one Archibald Ashdown (at that time a partner of William Dean, and trading in Sydney under the style of W. Dean & Co., auctioneers), certain properties for the sum of £9,830 15s. 3d. This sum includes a bonus of £2,000, and the balance a bill of exchange for the sum of £680 15s. 3d., which said bill of exchange I, at Ashdown's request, and for his accommodation, accepted in favour of W. Dean & Co.

On the 9th day of February, A.D. 1858, an action was commenced in the Supreme Court of New South Wales on the said bill of exchange, in which said action William Dean and another were the plaintiffs and I was the defendant; and in the course of the proceedings in the said action, and in order to defend the same, it was necessary that my attorney should file a plea to the declaration of the said plaintiffs, and that my plea should be accompanied by my affidavit of the truth of such plea, as required by a certain Act of the Legislature, intituled, "*An Act to facilitate the remedies on Bills of Exchange and Promissory Notes.*" My equitable plea, prepared by my attorney, and verified by my affidavit, was filed on the 26th February, in the year aforesaid, and is strictly true. The alleged perjury, for which I suffered illegally in a prison three years and nearly five months, is assigned on this affidavit. The Honorable Attorney General only copied from my affidavit the following few words and figures:—

"I gave Ashdown a bonus of £2,000, or thereabouts, of which the £680 15s. 3d., the amount of the bill of exchange now sued upon, forms part." My affidavit was sworn before Edwin Daintrey, Esq., a Commissioner of the Supreme Court for taking Affidavits.

LAW.—"When perjury is assigned on an affidavit, that part on which the perjury is assigned may be explained by another part."

In the Supreme Court, in its criminal jurisdiction, I was not allowed to travel out of the record, or demur to the information, and my questions relating to partnership transactions, mentioned in my affidavit, were not allowed to be answered.

Application was made to take my equitable plea off the file, on the grounds disclosed in the joint affidavit of Archibald Ashdown and Charles Pearson Pritchard, filed in the Supreme Court, on the 2nd March, in the year aforesaid; and on the 3rd of the same month the Judge, sitting in Chambers, refused the said application. On the 4th my attorney, the late Pidcocke Arthur Tompson, filed my reply to the said joint affidavit.

LAW.—"Upon an indictment for perjury there must be two witnesses; one alone is not sufficient, because there is in that case only one oath against another."

Endorsed on the information for perjury, filed in the Supreme Court, Sydney, 1st August, A.D. 1859.

Witnesses ARCHIBALD ASHDOWN.

LAW.—"Affidavits being admissions upon oath, are evidence as such against the parties who made them.

After I had sequestrated my valuable estate to protect my properties and to seek justice, the said joint affidavit was taken from its proper place of deposit appointed by law.

LAW.—STEALING, OBLITERATING, OR REMOVING RECORDS: Statute enacts,—"That if any person shall steal, or shall for any fraudulent purpose take from its place of deposit for the time being, or from any person having lawful custody thereof, or obliterate, injure, or destroy, any record, deposition, affidavit, or any original document whatsoever of or belonging to any Court of Record, or relating to any matter, civil or criminal, begun, depending, or terminated in any such Court, every such offender shall be guilty of a misdemeanor.

Copied from evidence received by me from the Crown Law Office:—

"The deponent, *Andrew McKechnie*, on his oath, states:—I am one of the Clerks of the Supreme Court; I produce the proceedings in the said Court, in a case of William Dean and Archibald Ashdown against John Garsed; I produce a summons, dated 2nd March, 1858, issued by the Prothonotary, calling upon defendant to show cause why the plea should not be struck out; I have not got an affidavit sworn before Mr. Pownall, 2nd March, 1858, by Ashdown and Pritchard; I am not aware that any such affidavit was ever filed; if it had been filed and in its proper place it would have been in the hands of the Prothonotary, and then in my custody among the papers I produced; if it had been sworn and filed in the case of Dean and Ashdown against Garsed, and was in its proper place, it would be with the papers produced; there would be no record kept of any such affidavit having been filed; I know nothing about the affidavit; I said yesterday that there was an affidavit missing, and I say so again; I don't know of my own knowledge that such an affidavit was ever filed or in the Court; I won't swear I never saw the affidavit, I don't remember having seen it.

ANDREW MCKECHNIE."

"Sworn at Sydney, this 17th day of December. Signed before

D. FORBES, J.P."

IN THE SUPREME COURT OF NEW SOUTH WALES.

The twenty-sixth day of February, in the year of our Lord 1858.

GARSED, Defendant, DEAN & ASHDOWN.—The defendant, by Pidcocke Arthur Tompson, his attorney for defence on equitable grounds, says, that before the commencement of this suit defendant and plaintiff Ashdown were in partnership together in various transactions, and that in settlement of those transactions (except certain lands, buildings, and premises at Onions Point, on the North Shore of the Harbour of Port Jackson, in the Colony of New South Wales, and known as the Rosherville House and grounds, in which they were also jointly interested), the defendant gave to the said Ashdown a *bonus of £2,000, or thereabouts, of which the £680 15s. 3d. the amount of the bill of exchange now sued upon, forms part*: And the defendant further says that the said bill of exchange for £680 15s. 3d. was drawn by the plaintiff, Dean & Co., of which firm the said Ashdown was and still is a partner, upon defendant, and was, at the request of the plaintiff Ashdown, accepted by defendant; and that to secure the payment of the said sum of £680 15s. 3d., defendant then handed to the plaintiffs the *title-deeds of certain other land* belonging to defendant; and defendant also requested the said plaintiffs to sell his (the defendant's) interest in the Rosherville House and grounds, and to apply the proceeds in or towards liquidation of the said sum of £680 15s. 3d., and the plaintiff Ashdown has repeatedly promised to do so, but has broken his promise: And the defendant avers that it was the duty of the said plaintiffs to sell the said Rosherville House and grounds, and the other lands, which, on the said 3rd day of October, in the year 1857, were and still are of greater value than the amount of the said bill of exchange, and that until they have exhausted the aforesaid securities they are not entitled to proceed against defendant upon the said bill of exchange.

PIDDOCKE ARTHUR TOMPSON,
Defendant's Attorney.

1, Commercial Chambers, New Pitt-street, Sydney.

The above equitable plea is verified by affidavit sworn before Edwin Daintrey, Esq., solicitor.

IN THE SUPREME COURT OF NEW SOUTH WALES.

Between William Dean and Archibald Ashdown, plaintiffs, and John Garsed, defendant.

Let the defendant, his attorney, or agent, attend before the Judge sitting in Chambers, at the Supreme Court House, King-street, Sydney, on Wednesday next, the 3rd day of March instant, at the rising of the Court, to show cause why the plea

plea filed herein, should not be struck out, with leave to the plaintiffs to sign judgment, as for the want of a plea, on the grounds that the said plea is so framed as to prejudice, embarrass, and delay the fair trial of the action: And that the said plea is wholly false, and on the further grounds stated and disclosed in the joint affidavit of Archibald Ashdown and Charles Pearson Pritchard, sworn and filed in support of this application, and a true copy whereof is served herewith.

For the Prothonotary,

A. P. MACKECHNIE,
3rd Clerk, Supreme Court.

Dated this second day of March, A.D. 1858.

To the above defendant, and to Piddocke Arthur Tompson, Esq., his Attorney.

IN THE SUPREME COURT OF NEW SOUTH WALES.

Between William Dean and Archibald Ashdown, plaintiffs, and John Garsed, defendant.

On the 2nd day of March, in the year 1858, Archibald Ashdown, of Sydney, one of the above-named plaintiffs, and Charles Pearson Pritchard, of O'Connell-street, in the Colony of New South Wales, gentleman, being severally sworn, make oath and say as follows:—

1. I, Archibald Ashdown, for myself, say I never was in any partnership transaction with the above-named defendant. The only joint transaction in which I was concerned with him being the purchase of a place called *Rosherville*, and the erection of certain buildings thereon.

2. The said John Garsed never gave me a bonus of two thousand pounds.

3. The settlement of the transactions mentioned in the affidavit of John Garsed, sworn herein on the 26th day of February, 1858, was made by an agreement, of which a copy is herewith annexed and marked with the letter A, and which agreement was in fact a mere re-purchase by the said John Garsed of certain properties previously purchased by me from him, and the said bill of £680 15s. 3d., the subject matter of this action, does not form part of any bonus, none having ever been given by the said John Garsed to me.

4. Shortly before the said agreement, I offered to the said John Garsed, if he would place me in the same position I was in before I had any transactions with him, to give him £200, and give him back all the property I had so purchased from him, which terms the said John Garsed refused to accede to.

5. The title-deeds of some property of the said John Garsed were handed to the said William Dean & Company as a collateral security for the due payment of the said sum of £680 15s. 3d., but the said W. Dean & Co. never had any power of sale in the said property.

6. The title-deeds of the said Rosherville Estate have been in my hands since the month of April last, or thereabouts, as the joint owner of the same with the said John Garsed, but I never promised the said John Garsed to sell the same and apply the proceeds in and towards the payment of the sum of £680 15s. 3d.

7. I am advised that the plea filed by the defendant herein contained no defence to this action, and I verily believe that such plea has been filed merely for the purpose of delaying the above-named plaintiffs in obtaining judgment for the amount due upon the bill of exchange upon which this action is brought.

8. I have been informed, and verily believe, that the said defendant is making away with his property for the purpose of avoiding the payment of this bill of exchange, and that the said defendant has stated his intention to place his property in such a position as the above-named plaintiffs shall not be able to touch it under any execution obtained herein.

9. I, Charles Pearson Pritchard, for myself, say, I have been fully acquainted with the whole of the transactions between the said John Garsed and the said Archibald Ashdown, and have been employed by the said John Garsed and the said Archibald Ashdown to make up the accounts hereof (meaning to keep a set of account books).

10. The said Archibald Ashdown never was in partnership with the said John Garsed, and never had any joint transaction with him, except the purchase and building of Rosherville.

11. The settlement of the transaction between the said John Garsed and the said Archibald Ashdown, mentioned in the affidavit of John Garsed, sworn herein on the 26th day of February, 1858, was carried into effect by an agreement, a copy of which is annexed to this affidavit.

12. The said John Garsed never gave the said Archibald Ashdown a bonus of £2,000.

13. The said Archibald Ashdown having previously to the entering into such agreement, offered to the said John Garsed to re-convey all the property which he had purchased from him, and to give him a cheque for the sum of £200 if he would place him in the same position as he was before purchasing any property from him.

14. The bill of exchange for the sum of £680 15s. 3d. did not form part of a bonus of £2,000, but was the balance found to be due on the accounts between the said Archibald Ashdown and the said John Garsed, but was in no way a part of any bonus.

15. We, the said Archibald Ashdown and Charles Pearson Pritchard, say that we have read the affidavit of the above-named defendant, sworn herein on the 26th day of February, 1858, and that the several allegations therein that "before the commencement of this suit he and the plaintiff Ashdown, were in partnership transaction," and that in settlement of these transactions "except certain lands, and buildings, and premises, at Onions Point, on the North Shore of the Harbour of Port Jackson, in the Colony of New South Wales, and known as the Rosherville House and grounds, in which I and Ashdown were also jointly interested, I gave Ashdown a bonus of £2,000, or thereabouts, of which the £680 15s. 3d., the amount of the bill of exchange now sued upon, forms part," are altogether untrue.

16. And I, the said Archibald Ashdown, for myself, further say that the allegation in the above-mentioned affidavit, "that he, the said John Garsed, requested the plaintiff to sell his interest in Rosherville House and grounds, and to apply the proceeds in or towards payment of the said £680 15s. 3d., and the plaintiff Ashdown has repeatedly promised to do so, but has broken his promise," is also totally untrue.

A. ASHDOWN.
C. P. PRITCHARD.

Sworn by the two deponents, on the day first above mentioned,
at Sydney, before me,—

GEORGE POWNALL, a Commissioner for Affidavits.

Archibald Ashdown, on his oath, states as follows:—I was at one time a partner in the firm of Dean & Co.; I engaged Pritchard to look after the accounts between Garsed and self. The books kept by Mr. Pritchard were kept by him in an office he had in the building occupied by W. Dean & Co.; Mr. Charles Pearson Pritchard has left the Colony; about 23rd or 24th September, 1857, I saw an account produced, marked N, handed to defendant; it was in red ink (meaning the fictitious account for which I suffered); Mr. Daintrey prepared the whole of the deeds. The bills £1,900 and £700 (meaning two bills due 11th and 14th August, 1857) were renewed by Garsed as I have stated, were given to Dean & Co., as between Garsed and self; I only was liable, and not Dean & Co.; there was not a fresh agreement between Garsed and self 11th August, 1857, but a letter passed; Mr. Randolph Want prepared and attested the agreement 30th September, 1857; I understood it; I do not come here to impeach that agreement; the bills making up the £7,830 15s. 3d. are all paid; if, under all my agreements with Garsed I had been a loser, Dean & Co. would not have participated in the loss; I never took from Garsed yet any bills in my own name, except two for £50 each, on account of Pritchard's salary, and these I sold at twenty per cent. discount, endorsed without recourse; those bills were given long after the agreement of 30th September, 1857.

A. ASHDOWN.

Sworn at Sydney, this 20th December, 1858,—

D. FORBES, J.P.

Copy from receipts for documents deposited in the Prothonotary's Office, marked exhibits in Dean and another v. Garsed, bill of exchange, £680 15s. 3d.

Deed of trust, Garsed to Ashdown, dated 18th March, 1857.

PHILLIP DIVE,
for R. J. WANT.

On

On reading this deed, the Judge ruled partnership transactions proved.
 Agreement 11th August, 1857, Ashdown to Garsed.—E. A. SEAWELL.
 The above two documents are published in the *Sydney Times*, dated 4th and 11th June, 1864.

[Copied from affidavit filed in the Prothonotary's Office.]

IN THE SUPREME COURT OF NEW SOUTH WALES.

In the matter of Randolph John Want, *ex parte* John Garsed, on the 21st of October, 1862, Randolph John Want, of number 142, Pitt-street, gentleman, being duly sworn, maketh oath and saith as follows:—

1. I am not aware, and cannot comprehend from the very general description given in the summons, what exhibits the said John Garsed requires, except the two documents of which the dates are given (naming the two documents published).

2. The said two documents are, I believe, in the possession of Mr. Archibald Ashdown, one of the plaintiffs in the action mentioned in the first paragraph of the affidavit, sworn and filed herein by the said John Garsed in support of his application herein.

Sworn by the deponent, on the day first above mentioned,
 at Sydney, before me,—

R. WANT.

RICHARD MILFORD,

A Commissioner for Affidavits.

I believe I have now proved that the information for perjury was filed contrary to common law.

In this my appeal to the public for justice, I beg most respectfully to state that all I require is to establish my innocence before the highest legal tribunal in this Colony, from plaintiffs' own evidence and their own account books, without calling further evidence. In my next will be published a copy of agreement annexed to Ashdown and Pritchard's joint affidavit, the said fictitious red ink account, also my examination of W. Dean & Co.'s account books in connection with the same.

A 5.

MEMORANDUM of an Agreement made and entered into this thirtieth day of September, in the year one thousand eight hundred and fifty-seven, between Archibald Ashdown, of Sydney, in the Colony of New South Wales, merchant, of the one part, and John Garsed, of the same place, Esquire, of the other part.

WHEREAS the said John Garsed has lately sold to the said Archibald Ashdown, *inter alia*, certain pieces or parcels of land and hereditaments, in the parish of Saint George, in the county of Cumberland, in the Colony aforesaid, called Bexley; and also certain pieces or parcels of land and messuages known as Oak Lodge and Willow Lodge, and other hereditaments situate at the Glebe, in the parish of Petersham, in the county of Cumberland, in the Colony aforesaid; and also a parcel of land with four messuages or tenements thereon, in Cooper-street, at the Glebe aforesaid; and the said John Garsed has agreed to repurchase, and the said Archibald Ashdown to resell the same for the sum of nine thousand eight hundred and thirty pounds fifteen shillings and three-pence: Now these presents witness that it is hereby agreed by and between the said parties hereto that the said purchase money or sum of nine thousand eight hundred and thirty pounds fifteen shillings and three-pence shall be paid and secured by the said John Garsed to the said Archibald Ashdown in manner following, that is to say:—

First—That the said John Garsed shall pay to the said Archibald Ashdown the sum of five thousand six hundred and fifty pounds of sterling money.

Second—That the said John Garsed shall absolutely convey and assure to the said Archibald Ashdown a piece or parcel of land situate at Canterbury Road, in the said parish of Petersham, which the said Archibald Ashdown shall take at the value and shall consider as a cash payment of nine hundred pounds.

Third—That the said John Garsed shall absolutely transfer and assure to the said Archibald Ashdown all his right title and interest in and to a certain indenture of mortgage, bearing date the thirty-first day of May one thousand eight hundred and fifty-six, and made between William Eggleton of the one part and the said John Garsed of the other part, which the said Archibald Ashdown shall take at the value, and shall consider as a cash payment of nine hundred pounds.

Fourth—That the said John Garsed shall absolutely transfer and assure to the said Archibald Ashdown all his right title, and interest in and to a certain indenture of mortgage, bearing date _____ and made between _____ which the said Archibald Ashdown shall take at the value, and shall consider a cash payment of six hundred pounds.

Fifth—That the sum of one thousand seven hundred and eighty pounds fifteen shillings and three-pence, residue of the said purchase money or sum of nine thousand eight hundred and thirty pounds fifteen shillings and three-pence shall be secured in manner following (that is to say):—the sum of six hundred pounds part thereof shall be secured by a mortgage for the sum of one thousand one hundred pounds upon a certain messuage or tenement and land situate at Parramatta, in the said Colony, known as the "Russell Arms"; the said Archibald Ashdown covenanting with the said John Garsed to pay off a certain sum of five hundred pounds now charged thereon, with all interest to accrue due thereon from the day of the date of the said mortgage to the said Archibald Ashdown. The sum of five hundred pounds, further part of the said sum of one thousand seven hundred and eighty pounds fifteen shillings and three-pence, shall be secured by a mortgage upon certain messuages, buildings, and land situate at Newtown near Sydney aforesaid, and called or known as the Newtown Foundry; and the sum of six hundred and eighty pounds fifteen shillings and three-pence, residue of the said sum of one thousand seven hundred and eighty pounds fifteen shillings and three-pence, shall be secured by the promissory note of the said John Garsed, and a memorandum and deposit by way of equitable mortgage of deeds and documents relating to certain land and hereditaments of the said John Garsed, situate at Bligh Terrace, in the parish of _____

Sixth—That all the above-mentioned sums (except the said sum of six hundred and eighty pounds fifteen shillings and three-pence secured by equitable deposit, which shall be payable when the said promissory note shall become due) to be secured by mortgage as aforesaid, shall bear interest from the day of the date of such mortgages respectively, after the rate of eight pounds per centum per annum, and shall, together with the interest due thereon respectively, be paid off within three years from the day of the date of these presents; and that such mortgages shall respectively contain powers of sale, and other usual powers and provisions. Provided nevertheless, that the said John Garsed shall be at liberty to pay off all or any of the said mortgages at any time, upon giving three calendar months notice to that effect to the said Archibald Ashdown. As witness the hands of the parties, the day and year first before written.

Witness—R. J. WANT.

A. ASHDOWN.

The above agreement is in full satisfaction and discharge of all previous agreements or understandings relative to the sale or purchase of the above properties between the above parties. Sept. 30, 1857.—A. ASHDOWN.

Received into the Registrar General's Office, at Sydney, the thirteenth day of February, in the year of our Lord 1863, at five minutes to three o'clock in the afternoon, from William Conway Edwards of Sydney, a true copy of the within agreement, verified by the said William Conway Edwards, and No. 814, Book (81) eighty-one.

THEO. JA. JAKUES,
 Deputy Registrar General.

A 6.

Account (in black ink) endorsed "Pritchard's Red Ink Account or Memorandum," and marked N. Reg. v. John Garsed, 5/10/59.—E.L.

PARTICULARS of settlement of account with John Garsed, in terms of agreement, dated 30 September, 1857.

£ s. d.	Settled and paid by J. Garsed, in following sums—	£ s. d.	£ s. d.
To J. Garsed's liabilities to W. Dean & Co., consisting of—	Cash.....	5,650 0 0	
1857—July 14—	Eggleton's mortgage...	900 0 0	*Glebe acct.
To balance of account rendered	Laver's do. ...	600 0 0	Advance do.
To acceptance due this date.....	J. Garsed's acceptance, due 6 Feb., 1858 ...	680 15 3	Do.
July 16/24—		7,830 15 3	
To cash per cheques these dates	Settled and paid in sums following—		
Following acceptances due—	Conveyance land at Petersham	900 0 0	
14 August	Mortgage "Russell's Arms"	600 0 0	
14 September.....	Newtown Foundry ...	800 0 0	
15 October		2,000 0 0	
2 November			
11 November			
15 November			
		7,830 15 3	
To J. Garsed's liabilities to A. Ashdown ..		2,000 0 0	
		£9,830 15 3	

* These words are in pencil.

A 7.

The Principal Under Secretary to Mr. John Garsed.

Sir, Colonial Secretary's Office, Sydney, 8 August, 1862.
 With reference to your further letter, dated 15th October, 1862, but received on the 15th ultimo, I am directed by the Colonial Secretary to inform you, that it is not considered expedient that the investigation of certain circumstances connected with your case, which appears to be the object of your communication, should be instituted by the Government.
 I have, &c.,
 W. ELYARD.

To the Honorable the Colonial Secretary.
 Sir,

Sydney, 14 August, 1862.

In reply to your letter of the 8th inst., you say "that it is not considered expedient that the investigation of certain circumstances connected with your case should be instituted by the Government." After attentive consideration of the above words, I feel more than ever convinced the Colonial Secretary ought to advise the expediency of strict investigation of all circumstances connected with my case, in which opinion, after reading this letter, you will doubtless concur.

Extract from *Government Gazette*.

"Colonial Secretary's Office, Sydney, 12 March, 1860.
 "£100 Reward and a free Pardon.

"Whereas, on the evening of Friday, the 2nd inst., an attempt was made to set fire to the premises of Messrs. W. Dean & Co., auctioneers, Pitt and O'Connell Streets, by some explosive compound, by some person or persons unknown: Notice is hereby given that a reward of one hundred pounds will be paid by the Government to any person who may, within six months from the present date, give such information as shall lead to the apprehension and conviction of the guilty parties.
 "CHARLES COWPER."

I was advised not to write to the Chief Justice until about his departure from the Colony. On the 6th February, 1860, I addressed a letter to the Chief Justice, to know, in the event of my petitioning for a remission of sentence, whether his notes at my trial, October, 1859, would be admissible to the Government. I received a reply. Extract from—

"Hyde Park, 7th February, 1860.
 "It is never too late to inquire into facts while the means of inquiry exist. That inquiry, however, must be instituted by the Government, as in England is invariably done.
 ALFRED STEPHEN."

The Government is in possession of the above letter.

On receipt of Sir Alfred Stephen's letter I prepared a petition and statement, and addressed the same to His late Excellency. My statement discloses a copy of the above letter, also various accounts kept in my name by A. Ashdown, in the account books belonging to the firm of W. Dean & Co.

On the 24th of the same month Mrs. Garsed left my statement for examination at the office of W. Dean & Co. (Ashdown at that time was not a partner).

Copy in the handwriting of Mrs. Garsed.

"William Dean, Esq.

"Sir,

"The petition you were so kind as to sign this morning is merely a statement of facts. As Mr. Stokes was a witness at the police court on Mr. Ashdown's behalf, I beg of you that he shall not be made acquainted with this matter, as he is our greatest enemy, and will do all in his power to keep my unfortunate husband where he is.
 "I remain, &c.,
 "EMMA GARSED."

On the 25th of the same month Mrs. Garsed received from Mr. Dean my statement, together with her said letter, endorsed (I believe in the handwriting of Mr. Stokes)—"The memorial is to ask to have the whole of his affairs investigated, and not for any remission."

I certify that I have this day erased the name of W. Dean & Co. on the statement of Mr. Garsed, dated this 25th February, 1860.
 JAS. B. GUZZARONIE.

On or about the 1st of March, 1860, Mrs. Garsed left my said statement at Government House; on the 2nd of the same month my five distinct accounts, kept by Archibald Ashdown in Messrs. W. Dean & Co.'s account books, were nearly destroyed by an explosion of gun-cotton. On the 10th of the same month I addressed a long letter in words and figures to Wm. Dean, Glenmore Road. Some months subsequent to the said explosion I forwarded you, in a registered letter, a true copy of my said letter, addressed Wm. Dean, Glenmore Road, dated 10th March, 1860.

The following are the names of A. Ashdown's private accounts "kept by him" in Messrs. Dean & Co.'s account books, on the 2nd of March, 1860:—Garsed's Advance Account—Garsed's Glebe Account—Garsed's Open Advance Account.

Copy

Copy received from the Crown Solicitor's Office, 29th July, 1862.

Endorsed "Pritchard's Red Ink Account or Memorandum." Reg. v. John Garsed, 5/10/59.—E.L.

PARTICULARS of settlement of account with John Garsed, in terms of agreement, dated 30th September, 1857.

	£ s. d.		£ s. d.
To J. Garsed's liabilities to W. Dean & Co., consisting of—		Settled and paid by J. Garsed in following sums—	
1857—July 14—		Cash	5,650 0 0
To balance of account rendered	754 18 0	Eglington's mortgage ...	900 0 0 *Glebe acct.
To acceptance due this date.....	329 3 6	Lavers' do. ...	600 0 0 Advance do.
July 16/24—		J. Garsed's acceptance,	
To cash per cheques these dates	400 0 0	due 6th Feb., 1858 ...	680 15 3 Do.
Following acceptances due—			7,830 15 3
14 August	500 0 0	Settled in sums following—	
14 September.....	146 13 9	Conveyance land at Peter-	
15 October	1,300 0 0	sham	900 0 0
2 November	2,500 0 0	Mortgage, "Russell's Arms" ..	600 0 0
11 November	600 0 0	Do., Newtown Foundry ..	500 0 0
15 November	1,300 0 0		2,000 0 0
	7,830 15 3		
To J. Garsed's liabilities to A. Ashdown	2,000 0 0		
	9,830 15 3		

* These words are in pencil on MS. handed in.

Will the Government inform me the date the above memorandum of accounts was examined in connection with those account books, nearly destroyed by an explosion of gun-cotton? Also, the name of the person in whose handwriting Glebe account and advance account is written with pencil, on the said memo. called Pritchard's Red Ink Account.

The genuine Red Ink Memorandum, in Pritchard's handwriting, is deposited in the Crown Solicitor's Office; it refers to bills of exchange or promissory notes not included in Ashdown's list of liabilities mentioned in agreement dated 15th July, 1857. This memo. was submitted in evidence by the late Adam Wilson at my trial—Mutilation of a deed—August, 1859. I have in my possession the agreement, dated 30th September, 1857, signed A. Ashdown, and attested by R. J. Want, solicitor.

Extract from—in R. J. Want's handwriting.

"The above agreement is in full satisfaction and discharge of all previous agreements and understandings relative to the sale or purchase of the above properties, between the above parties.

"Sept. 30th, 1857.

A. ASHDOWN."

I have received from the Prothonotary's Office twenty exhibits marked R.S., not one in evidence at Darlinghurst; there are still missing all the accounts submitted by me in evidence, civil action, besides other documents.

Address—

Care of Henry Milford, Esq., solicitor, Pitt-street.

I am, &c.,

JOHN GARSED.

The Principal Under Secretary to Mr. John Garsed.

Sir,

Colonial Secretary's Office, Sydney, 19 August, 1862.

In reply to your further letter of the 14th instant, respecting an investigation into your case, I am directed by the Colonial Secretary to inform you that he can only refer you to the decision in the matter, which has already been communicated to you.

I have, &c.,

W. ELYARD.

A 8.

Affidavit of Hugh Dixson, filed 10 June, 1858.—A.R.

In the Supreme Court of New South Wales. No. 317, A.D. 1858.

BETWEEN William Dean and Archibald Ashdown, plaintiffs, and John Garsed, defendant.

ON the twenty-ninth day of May, in the year of our Lord one thousand eight hundred and fifty-eight, Hugh Dixson, of George-street, in the city of Sydney and Colony of New South Wales, tobacconist, being duly sworn, maketh oath and saith as follows:—

1. Thomas Sanders Hutchinson, the brother-in-law of the above-named defendant, about three weeks ago called upon me, and told me that he had entered into several transactions, which he believed to be fraudulent, with Garsed, and that he was afraid of the consequences which might arise from such transactions, and informed me, which information I believe to be true, that a certain deed of conveyance, dated the fourth day of February, one thousand eight hundred and fifty-eight, and made by the said defendant in his favour, was not made *bonâ fide* by the said defendant, but was made for the purpose of defrauding his creditors.

2. That he, the said Thomas Sanders Hutchinson, never purchased the said property, and never paid any consideration for the same; that at the same time the said deed was so executed by the said defendant, he, the said Thomas Sanders Hutchinson, executed a deed, stating that he was to hold the property upon trust for the said John Garsed, although he had conveyed the same to him, the said Thomas Sanders Hutchinson, absolutely.

3. That no title-deeds were ever given to him, the said Thomas Sanders Hutchinson, and that the said deed of the fourth day of February, one thousand eight hundred and fifty-eight, was never given to him, the said Thomas Sanders Hutchinson, but the same was retained by the said John Garsed.

4. That on the execution of the said declaration of trust it was stated by the said John Garsed that the same should not be registered, but that the conveyance should be.

Sworn by the deponent, on the day first before-mentioned,
at Sydney, before me,—

HUGH DIXSON.

AUGUSTUS CARTER,

A Commissioner for Affidavits.

A 9.

Memorandum from Messrs. Dixon & Sons to Mr. John Garsed.

Dear Sir,

10 April, 1876.

In reply to yours of this date, I shall be willing to assist you in any way I honorably and truthfully can. The circumstances, if I ever did rightly understand them, have passed from my memory, but I unfortunately was at the time so much in Dean & Co.'s hands that I was not free to act.

I shall be willing to meet you at time and place we may appoint, and advise with you to the best of my ability.

Yours truly,

HUGH DIXSON.

A 10.

Affidavit of John Garsed, William Robert Smart, and Thomas Sanders Hutchinson. Filed, June 14, 1858.—R.S. *Not paid.*

In the Supreme Court of New South Wales. In Chambers.

WILLIAM DEAN and ARCHIBALD ASHDOWN, Plaintiffs: and JOHN GARSED, Defendant.

ON this twelfth day of June, in the year one thousand eight hundred and fifty-eight, John Garsed, of the Commercial Chambers, New Pitt-street, in the city of Sydney, in the Colony of New South Wales, the above-named defendant, William Robert Smart, certificated conveyancer, of the same place, and Thomas Sanders Hutchinson, of Bexley, in the county of Cumberland, in the Colony aforesaid, manufacturer, being duly sworn, maketh oath and saith as follows:—

1. By deed dated the thirteenth of December, one thousand eight hundred and fifty-four, and made between Richard Walton of the first part, John Bede Polding, of the second part, the said John Garsed of the third part, and Emma Garsed, wife of the said John Garsed, of the fourth part, such deed being prepared by Messieurs Want, Roxburgh and Want, certain property situated in Devonshire-street, in the city of Sydney, was conveyed to such uses, upon such trusts and for such ends, intents, and purposes, and charged and chargeable in such manner and form as the said Emma Garsed should at any time, or from time to time, by any deed or deeds, or by her last will and testament, or any codicil or codicils thereto, notwithstanding her present or any future coverture direct or appoint, and in default of and until and subject to any such direction or appointment, and so far as any such if made, should be incomplete or should not extend to the sole and separate use of the said Emma Garsed, her heirs and assigns, for ever.

2. By deed dated sixteenth November, one thousand eight hundred and fifty-five, and made between Randolph John Want of the first part, and the said John Garsed of the second part, and the said Emma Garsed of the third part, such said deed being prepared by Messieurs Want, Roxburgh and Want, certain property at the Glebe was conveyed to such uses, upon such trusts, and for such ends, intents, and purposes, and charged and chargeable in such manner and form as the said Emma Garsed should at any time, or from time to time, by any deed or deeds, or by her last will and testament, or any codicil or codicils thereto, notwithstanding her present or any future coverture direct or appoint, and in default of and until, and subject to, any such direction or appointment, and so far as any such, if made, should be incomplete or should not extend to the sole and separate use of the said Emma Garsed, her heirs and assigns, for ever.

3. By deed dated twenty-fifth August, one thousand eight hundred and fifty-six, and made between John Garsed, of the first part, the said Emma Garsed of the second part, and Edward Raper and John Davis of the third part, the first-named property was conveyed by way of mortgage to the said Edward Raper and John Davis to secure payment of the sum of one thousand two hundred pounds then paid to the said John Garsed, with interest thereon.

4. By deed dated the third day of October, one thousand eight hundred and fifty-seven, and made between the said Emma Garsed of the first part, the said John Garsed of the second part, and Samuel Henry Terry of the third part, the second mentioned property was conveyed by way of mortgage to the said Samuel Henry Terry to secure payment of the sum of three thousand five hundred pounds paid to the said John Garsed, and interest, considering the said one thousand two hundred pounds, and three thousand five hundred pounds to be the separate moneys of the said Emma Garsed; and to secure the same an indenture, dated the fourth day of February one thousand eight hundred and fifty-eight, and made between the said John Garsed of the one part, and the said Thomas Sanders Hutchinson, of the other part, was made, by which certain of the equities of redemption in certain properties at Newtown, Bexley, Chippendale, Blackwattle Swamp, and New Pitt-street, and certain freehold lands situate at Bligh Terrace and Camperdown, which were unincumbered, were conveyed to the said Thomas Sanders Hutchinson, subject to the said mortgage debts, and by the same indenture he covenanted to pay the mortgage debts of two thousand five hundred pounds and one thousand five hundred pounds due upon the Blackwattle Bay property and the Commercial Chambers.

6. By a separate deed of covenant bearing even date with the last-mentioned indenture, and made between the said Thomas Sanders Hutchinson of the one part, and the said John Garsed of the other part, after reciting the said mortgages of one thousand two hundred pounds and three thousand five hundred pounds and the last-mentioned indenture, and that the consideration for the last-mentioned conveyance was the amount of mortgage moneys borrowed by the said Emma Garsed, and received by the said John Garsed; as also the agreement by the said Thomas Sanders Hutchinson; as also on the part of the said Emma Garsed, for indemnifying the said John Garsed from payment of the said mortgage moneys and interest, it is witnessed that, in consideration of the thereinbefore in part recited conveyance to him expressed to be made, in consideration of four thousand seven hundred pounds,—he, the said Thomas Sanders Hutchinson, did covenant and agree with and to the said John Garsed, that he, the said Thomas Sanders Hutchinson, his heirs or assigns, or the said Emma Garsed, her heirs or assigns, or some or one of them, should and would in due course pay off and discharge the said mortgage moneys of one thousand two hundred pounds and three thousand five hundred pounds, and interest when due, and indemnify the said John Garsed, his heirs and assigns, therefrom.

7. By a separate deed or articles of agreement bearing same date as the last indenture, after reciting to the effect before mentioned and that notwithstanding the execution of the last-mentioned indenture, it was agreed and declared by and between the said parties thereto respectively, that the said Thomas Sanders Hutchinson was in fact a trustee of the premises comprised in the hereinbefore in part recited indenture of conveyance, bearing even date therewith, and that the said Thomas Sanders Hutchinson declared that to the extent of the sum of four thousand seven hundred pounds and interest, he stood possessed of the said premises for the separate use and benefit of the said Emma Garsed, in order to protect her and the premises comprised in the two hereinbefore in part recited indentures of mortgage from all liability in respect thereof, and that subject to such mortgage moneys and interest, he, the said Thomas Sanders Hutchinson, held the said premises comprised in the said indenture of conveyance of even date therewith, and stood possessed thereof to and for the use and benefit of the said John Garsed, his heirs and assigns; and it was agreed between the said parties thereto, that until default should be made by the said John Garsed in payment of the said principal sums of one thousand two hundred pounds and three thousand five hundred pounds, and interest thereof, secured by the said two several hereinbefore in part recited indentures of mortgage, the said Thomas Sanders Hutchinson, or any person claiming through him, should not sell, convey, mortgage, or in anywise charge or incumber the premises comprised in the said indentures of conveyance bearing even date therewith, or contract so to do without the express consent, direction, and concurrence of the said John Garsed, his heirs or assigns; and it was thereby provided, that if default should be made in payment of the said mortgage money or interest, and the said two several mortgagees or their representatives should require payment, the said Thomas Sanders Hutchinson, or any person claiming through him, or substituted in his place, might at his and their own sole discretion and authority, sell the said premises, or any of them, or any part thereof, and apply the proceeds in or towards satisfaction of the said mortgage money and interest, and after payment thereof and all costs incidental thereto, the said Thomas Sanders Hutchinson, his heirs or assigns, should stand possessed of the residue of all moneys and unsold premises for the said John Garsed, his heirs and assigns.

8. On or about the fifth day of May last, the equity of redemption in Oak Lodge and Willow Lodge was conveyed to the mortgagee for fifteen hundred pounds, and the same sum was applied in part liquidation of the other mortgages to Mr. Terry.

9. Shortly afterwards, it appearing doubtful whether in point of law the said Emma Garsed was entitled to be preferentially protected to a greater extent than the twelve hundred pounds, instructions were given to the said William Robert Smart to make the said deed represent that amount only, and the same has been in part done, and the deeds to complete the object are in course of preparation.

10. I, John Garsed, say that, to the best of my belief, the said Archibald Ashdown, and also Hugh Dixon, were fully cognisant of all the above facts long before the present application.

11. I, Thomas Sanders Hutchinson, say that I stated to the said Hugh Dixon in substance or to the effect before set forth. The circumstances under which I consulted Mr. Dixon at all were as follows:—On the eleventh of last month I passed the night at the house of Mr. George Lea Wilson, formerly Mr. Garsed's clerk, when a conversation ensued between us in which he induced me to believe that I had placed myself in a critical position by my transactions with Mr. Garsed, and he said that if I wished to save myself from punishment, I should immediately go to some solicitor, and make him acquainted with the substance of the deeds that had been executed between us. I said that I would go to Mr. Dixon and take his advice as to my position. On the following day, having returned home, I received a letter from Mr. Wilson, stating that if I would call upon him the following morning he would give me the heads of the conversation that had taken place between us. I went to his house accordingly, and thence proceeded with him to Mr. Dixon's, when I found that Mr. Wilson had seen Mr. Dixon the day previous, and had reported to Mr. Dixon the substance of the above conversation. I repeated the substance of the conversation to Mr. Dixon in Mr. Wilson's presence, when Mr. Dixon said it was well for me I had called upon him, as he

was

was about to take judgment against Mr. Garsed, and he should certainly have preferred a criminal indictment against Mr. Garsed and myself, and would have come down upon us like a thunderclap. He then said he had been to Mr. Thurlow, who he thought would take more cognisance of the case than his own solicitor. I, Mr. Dixon, and Mr. Wilson then went to Mr. Thurlow, and Mr. Dixon made a statement to Mr. Thurlow, which I believe Mr. Thurlow reduced to writing, and he, Mr. Thurlow, then asked me if that was about the substance of my statement, and I replied that substantially it was. I then stated to Mr. Thurlow the whole of the substance of the deeds I had executed, which was also reduced to writing. Mr. Thurlow then asked me which had been registered, and I informed him according to the fact. The threats held out by Mr. Dixon and others had a deep impression on my mind, and it was perfectly understood between Mr. Dixon and myself that the communication I had made should not be used to the prejudice of Mr. Garsed or myself, but only to set me right if I had done wrong. Mr. Dixon said to Mr. Wilson, "Don't you think that I could use Hutchinson's statement to frighten Garsed into paying me my claim?" and he asked Mr. Wilson if he would call upon Mr. Garsed, and state that Mr. Dixon was acquainted with the nature of the transactions between him (Mr. Garsed) and myself, and by holding out the fear of transportation, induce Mr. Garsed to raise money to pay him. Mr. Wilson at first consented, but afterwards refused to do so. Mr. Wilson, in Mr. Dixon's presence, said that an indictment was ready cut and dried at Messrs. Want's office, and that Mr. Ashdown and Mr. George Want were only waiting the opportunity to use it. He (Mr. Wilson) also said that he had seen at Want's office a writ, I think he called it a *Ca Re*, by which Mr. Garsed's body would be taken and be thrown into gaol, and he told me that then he (Garsed) would be forced to sequestrate his estate.

And I, William Robert Smart, further say that all the before-mentioned deeds of the fourth February, one thousand eight hundred and fifty-eight, were prepared by me, *bonâ fide* to carry out the objects respectively set forth in the contents thereof, and not to defraud or defraud any creditors, and I never had any instructions otherwise; but in order not to incur the title with the covenants and trusts of the two last-mentioned deeds, in case of any sale being made by Mr. Hutchinson, it was considered advisable to make separate deeds, and especially that Mr. Hutchinson, for the general benefit of all parties, might sell or mortgage the properties without unnecessarily encumbering the properties with the details of the arrangements between the parties.

Sworn by the three several deponents, on the day first above-mentioned, at Sydney, aforesaid, before me,—

JOHN GARSEED.
WM. ROBT. SMART.
THOS. S. HUTCHINSON.

T. H. BEVERLEY,

A Commissioner for Affidavits.

A 11.

Dean & anr. v. Garsed.—Receipt for defendant's exhibits.

RECEIVED from the Prothonotary the undermentioned exhibits in the case of Dean and another v. Garsed, No. 317, A.D. 1858:—

Draft notice to produce, 15 April, 1858, Rosherville.

Note from Garsed to Ashdown, 11 Jany., 1858.

Memo of ac., in Pritchard's handwriting, from 2 May, 1857, to Sept., 1857.

Statement of assets, in Garsed's hand, May, 1857, and liabilities.

Receipt of Dean & Co., for conveyance, 31 Jany., /57, as collateral security, Elizth. Bligh v. J. Garsed, 1854.

Copy letter from Garsed to Dean, in Hutchinson's writing, A, 3 Feby., 1858.

Notice to produce from P. A. Tompson, defd's attorney, to plaintiffs and their attorney, 17 May, 1858.

Letter from Garsed to Ashdown, in Hutchinson's writing, 14 Dec., 1857.

A list of properties, in Ashdown's handwriting, at his house, and a list of bills.

Private contract—conditions and terms, W. Dean & Co.—of sale of four cottages, 18 Feby., 1857.

Receipt of Charles Child for £175, annexed to above.

Promissory note for £2,500, 30 April, 1857.

„ 2 mos. bill, £1,300, 12 Augt., 1857.

„ 3 „ £1,300, 12 Augt., 1857.

„ on demand, £3,829, 3 Octr., 1857.

„ on demand, £1,180, 13 Octr., 1857.

Agreement, March, 1857, marked April 3/57, by Garsed, with memo. annexed in Ashdown's handwriting.

Memo. and receipt for £2 3s. 2d., Octr. 3, 1857.

Memo. of agreement for sale of properties, dated 15 July, 1857, between Mr. Garsed and Ashdown, and statement attached.

A deed—memo. of agreement between A. Ashdown and J. Garsed, dated 30 Sept., 1857.

16 June, 1862.

JOHN GARSEED.

A 12.

Suggestion. Filed, 10 July, 1858.—A.R.

In the Supreme Court of New South Wales. No. 317.

Between William Dean and Archibald Ashdown, plaintiffs, and John Garsed, defendant, on the tenth day of July, in the year of our Lord one thousand eight hundred and fifty-eight.

Sydney, to wit.

AND now on this day comes here the said defendant, by the said Pidcocke Arthur Tompson, his attorney, and Adam Wilson, Esquire, now the Official Assignee, duly appointed according to the form of the several Acts of the Governor and Legislative Council of New South Wales, in such case made and provided, in the insolvent estate of the said John Garsed, by Gilbert Wright, his attorney, and the plaintiffs, by their attorney, George Want, also comes, and the said John Garsed and Adam Wilson suggest and give the Court here to understand and be informed that after the notice of motion for new trial in this action, and before this day—to wit, on the third day of July, in the year of our Lord one thousand eight hundred and fifty-eight, the said John Garsed became and was an insolvent person under and by virtue of the several Acts of the Governor and Legislative Council of New South Wales in that behalf made and provided, and the said Adam Wilson was thereupon duly appointed Official Assignee of the insolvent estate of the said John Garsed, and the said Adam Wilson continues to defend this action as such Official Assignee, all which matters the said plaintiffs do not deny, but admit the same to be true.

P. A. TOMPSON,

Attorney for the defendant.

GILBERT WRIGHT,

Attorney for the said Adam Wilson, Official Assignee, and the Official Assignee in the said Estate.

A 13.

In the Supreme Court. In the Insolvent Estate of John Garsed.

To His Honor Mr. Justice Dickinson.

Dean and another v. Garsed.

King-street, Sydney, 19 August, 1858.

I respectfully request that your Honor will direct that the Prothonotary of this Honorable Court may produce at the adjourned second meeting before William Alexander Purefoy, Esquire, Chief Commissioner of Insolvent Estates, at the Supreme Court House, King-street, Sydney, on Friday, the twentieth day of August instant, at twelve o'clock at noon, all the books and papers which have been filed as exhibits in the above action.

I have, &c.,

ADAM WILSON,

Official Assignee.

A 14.

In the Supreme Court, Sydney. The Queen *against* John Garsed. Information for Perjury.

In the twenty-third year of the reign of our Sovereign Lady Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith.

New South Wales, to wit.

Be it remembered, that Lyttelton Holyoake Bayley, Esquire, Her Majesty's Attorney General for the Colony of New South Wales, who prosecutes for Her Majesty in this behalf, being present in the Supreme Court at Sydney now here, on the first day of August, in the year of our Lord one thousand eight hundred and fifty-nine, at Sydney, in the Colony aforesaid, informs the said Court, that heretofore, to wit, on the ninth day of February, in the year of our Lord one thousand eight hundred and fifty-eight, at Sydney, in the Colony aforesaid, a certain action was commenced in the Supreme Court of New South Wales on a certain bill of exchange, in which said action one William Dean and one Archibald Ashdown were the plaintiffs, and one John Garsed was the defendant, and in the course of the proceedings in the said action and in order to defend the same it became and was necessary that the said John Garsed should file a plea to the declaration of the said William Dean and the said Archibald Ashdown, and that the said plea of the said John Garsed should be accompanied by an affidavit of the truth of such plea: And the said Attorney General further informs the said Court here that afterwards, to wit, on the twenty-sixth day of February in the year aforesaid, at Sydney aforesaid, in the Colony aforesaid, the said John Garsed came, in his own proper person, before Edwin Daintrey, Esquire, then being a Commissioner of the Supreme Court of the said Colony, for taking affidavits in Sydney aforesaid, and then produced a certain affidavit of the truth of the said plea, in the writing of him the said John Garsed, and then before the said Edwin Daintrey, Esquire, in due form of law, was sworn and took his corporal oath upon the Holy Gospel of God, concerning the truth of the matters contained in the said affidavit, and that the said John Garsed being so sworn as aforesaid, then and there upon his oath aforesaid, falsely, corruptly, knowingly, wilfully, and maliciously, in and by his said affidavit in writing, did depose and swear amongst other things, in substance and to the effect following, that is to say:—I (meaning the said John Garsed) gave Ashdown (meaning the said Archibald Ashdown) a bonus of £2,000 or thereabouts, of which the £680 15s. 3d., the amount of the bill of exchange now sued upon, forms part, as in and by the said affidavit of the said John Garsed, filed in the Supreme Court of the said Colony, more fully and at large appears; whereas in truth and in fact, the said John Garsed did not give the said Archibald Ashdown a bonus of £2,000 or thereabouts, of which the said sum of £680 15s. 3d., the amount of the said bill of exchange then sued upon formed part, and whereas in truth and in fact the said sum of £680 15s. 3d., the amount of said bill of exchange, was the balance of an account due from the said John Garsed to the firm of Dean and Company, of which firm the said William Dean and Archibald Ashdown were the partners, and was not a debt due to the said Archibald Ashdown alone. And so the said Attorney General saith that the said John Garsed did thereby then and there commit wilful and corrupt perjury.

A 15.

	£	s.	d.
Page 22, Ashdown takes over Dean	1,154	18	0
Bills to Dean	6,675	17	3
	7,830	15	3

and Want's £1,050.

Page 24, Ashdown claims to	9,830	15	3
Pages 25 and 26 show the manner in which Garsed pays or seems to A. ...	10,330	15	3

[Which is £500 more than the above £9,830 15s. 3d. as agreed]

and shows that the £680 15s. 3d., the bill sued on, is the balance of the account due to A.

A 16.

I examined the five ledger accounts kept by Archibald Ashdown, a partner in the firm of W. Dean & Co., in the books of the said firm, on the 15th July, 1857, in the name of John Garsed, in connection with the memorandum of accounts, called "Pritchard's Red Ink Account," or memorandum, in evidence 5th October, 1859, and I find it untrue, at which latter date I was the principal book-keeper of William Dean.

JOSEPH CARROLL,
Accountant.

A 17.

Messrs. Beilby & Co. to Mr. John Garsed.

Dear Sir,

The books in the estate of the late firm of Wm. Dean & Co. can be inspected at our stores, and anything out of them required for the Parliamentary Committee will of course be at their disposal.

Sydney, N. S. Wales, 4 May, 1877.

We are, &c.,
BEILBY & CO.,
Wm. DRUIT.

A 18.

New South Wales, City of Sydney, }
to wit.

Be it remembered that on the ninth day of December, in the year of our Lord one thousand eight hundred and fifty-eight, in the city of Sydney, in the Colony of New South Wales, Archibald Ashdown, of Sydney aforesaid, appears personally before me the undersigned, one of Her Majesty's Justices duly assigned to keep the Peace of our Lady the Queen, in and for the city of Sydney, and for the territory of New South Wales, and on his oath informs me that heretofore, to wit, on the ninth day of February, in the year of our Lord one thousand eight hundred and fifty-eight, a certain action was commenced in the Supreme Court of New South Wales on a certain bill of exchange, in which said action one William Dean and the said Archibald Ashdown were the plaintiffs, and one John Garsed was the defendant: And in the course of the proceedings in the said action, and in order to defend the same, it became and was necessary that the said John Garsed should file a plea to the declaration of the said William Dean and Archibald Ashdown, and that the said plea of the said John Garsed should be accompanied by an affidavit of the truth of such plea, as required by a certain Act of the Legislature of the said Colony, passed in the twentieth year of the reign of Her Majesty Queen Victoria, and numbered thirty, and intitled "An Act to facilitate the remedies on Bills of Exchange and Promissory Notes": And the said Archibald Ashdown further informs me that afterwards, to wit, on the twenty-sixth day of February in the year aforesaid, in the city of Sydney aforesaid, the said John Garsed wickedly and maliciously contriving and intending unjustly to aggrieve the said William Dean and Archibald Ashdown, and to put them the said William Dean and Archibald Ashdown to great expense, inconvenience, and delay, came in his own proper person before Edwin Daintrey, Esquire, then being a Commissioner of the Supreme Court of this Colony for taking Affidavits in Sydney aforesaid, and there produced a certain affidavit of the truth of the said plea in the writing of him the said John Garsed, and then, before the said Edwin Daintrey, Esquire, in due form of law was sworn and took his corporal oath upon the Holy Gospel of God concerning the truth of the matters contained in the said affidavit, and that the said John Garsed being so sworn as aforesaid, then and there upon his oath as aforesaid, before the said Edwin Daintrey, Esquire, so being such Commissioner for taking Affidavits as aforesaid, falsely, corruptly, knowingly, wilfully, and maliciously, in and by his said affidavit in writing, did depose and swear amongst other things in substance and to the effect following, that is to say, "I, meaning the said John Garsed, gave Ashdown (meaning the said Archibald Ashdown) a bonus of £2,000 or thereabouts, of which the £680 15s. 3d., the amount of the bill of exchange now sued upon forms part, as in and by the said affidavit of the said John Garsed filed in the Supreme Court of the said Colony more fully and at large appears; whereas in truth and in fact the said John Garsed did not give the said Archibald Ashdown a bonus of £2,000 or thereabouts, of which the said sum of

£680 15s. 3d., the amount of the said bill of exchange sued upon, forms part; and whereas in truth and in fact the said sum of £680 15s. 3d., the amount of the said bill of exchange, was the balance due by the said John Garsed to the firm of William Dean & Company, of which firm the said William Dean and Archibald Ashdown were the partners, and was not a debt due to the said Archibald Ashdown alone: And the said Archibald Ashdown further informs me that the said John Garsed, on the said 26th day of February, in the year aforesaid, and before the said Edwin Daintrey, Esquire, so being such Commissioner for the taking of Affidavits as aforesaid, by his own act and consent, and of his own most wicked and corrupt mind in manner and form aforesaid, falsely, wickedly, wilfully, and corruptly did commit wilful and corrupt perjury, contrary to the Act of the Governor and Legislative Council of the said Colony in such case made and provided.

2nd Count.—And the said Archibald Ashdown further informs me that after the said action on the said bill of exchange in the Supreme Court of New South Wales by the said William Dean and Archibald Ashdown against the said John Garsed, and in the course of the proceedings of the said action, the said John Garsed filed a plea to the declaration of the said William Dean and Archibald Ashdown, and that afterwards, to wit, on the 2nd day of March in the year aforesaid, the said William Dean and Archibald Ashdown took out of the said Supreme Court a summons, calling upon the said John Garsed to show cause, on the third day of the said month of March, why the said plea filed therein should not be struck out, with leave to the plaintiffs to sign judgment as for want of a plea, on the grounds that the said plea was so framed as to prejudice, embarrass, and delay the fair trial of the said action, and that the said plea was wholly false; and on the further grounds stated and disclosed in the joint affidavit of the said Archibald Ashdown and one Charles Pearson Pritchard sworn in support of the said application; and that for the purpose of showing cause against the said application, the said John Garsed wickedly and maliciously contriving and intending unjustly to aggrieve the said William Dean and Archibald Ashdown, and to put them, the said William Dean and Archibald Ashdown, to great expense, inconvenience, and delay, on the 3rd day of March, in the year aforesaid, came in his own proper person before Edwin Daintrey, Esquire, then being a Commissioner of the Supreme Court of New South Wales for taking Affidavits, and then produced a certain other affidavit in writing of him, the said John Garsed, and then before the said Edwin Daintrey, Esquire, in due form of law, was sworn, and took his corporal oath upon the Holy Gospel of God concerning the truth of the matters contained in the said affidavit; and that the said John Garsed being so sworn, then and there upon his oath aforesaid, before the said Edwin Daintrey, Esquire, so being such Commissioner for taking Affidavits as aforesaid, falsely, corruptly, knowingly, wilfully, and maliciously, in and by his said affidavit in writing, did depose and swear amongst other things in substance and to the effect following, that is to say:—"I" (meaning the said John Garsed) "paid all the moneys and gave all the securities and bills mentioned in the agreement of the thirtieth day of September, meaning a certain agreement, bearing date the 30th September, 1857, and made between the said Archibald Ashdown of the one part and John Garsed of the other part, and did the other things required of me (meaning the said John Garsed), as is truly shown in the following account current:—

"To W. Dean & Co. (meaning the said W. Dean and the said Archibald Ashdown), September 30th, 1857, cash, £5,650.

	£	s.	d.		£	s.	d.
To proceeds due 14th July	730	0	0	September 30th, 1857, cash.....	5,650	0	0
Bills, 11th August	1,900	0	0	Want's mortgage paid by me in cash	1,050	0	0
14th	700	0	0	Assigned in full the following mortgages for cash lent by me:—			
"	500	0	0	Walton's mortgage, Petersham	900	0	0
4th September	146	13	9	Eggleton's do., 10 houses	900	0	0
11th October	600	0	0	Lavers' do., now paid off.....	600	0	0
2nd November	2,500	0	0	Mortgage on Newtown Foundry to Ashdown (meaning the said A. Ashdown)	500	0	0
To cash paid Mr. Ashdown (meaning the said A. Ashdown)	400	0	0	Ditto on "Russell's Arms" to A. Ashdown (meaning the said Archibald Ashdown).....	600	0	0
Balance of mortgage due to R. J. Want	1,050	0	0	Bill due 7th February, 1858	680	15	3
Liabilities to 30th September	£8,855	17	3				
Bonus	2,000	0	0				
Balance	24	18	0				
	£10,880	15	3		£10,880	15	3

Cash paid by Ashdown (meaning the said A. Ashdown)

24 18 0

By balance due to me

24 18 0

As in and by the said last-mentioned affidavit of the said John Garsed, filed in the said Supreme Court, more fully and at large appears; whereas, in truth and in fact, at the time the said John Garsed took his said oath and made his said last-mentioned affidavit, the said account current was not a true account; and whereas, in truth and in fact, a much larger sum was due to the said William Dean & Co., on the 30th day of September, 1857, than the said sum of £730, to wit, the sum of £754 18s.; and whereas, in truth and in fact, the said firm of William Dean & Co. never claimed or received from the said John Garsed a bonus of £2,000; and whereas, in truth and in fact, the said Archibald Ashdown never paid to the said John Garsed the sum of £24 18s.: And the said Archibald Ashdown further informs me that the said John Garsed, on the said 3rd day of March, in the year aforesaid, before the said Edwin Daintrey, Esquire, so being such Commissioner for taking Affidavits, of his own act and consent and of his own wicked and corrupt mind, in manner and form aforesaid, falsely, wickedly, wilfully, and corruptly did commit wilful and corrupt perjury, contrary to the Act of the Governor and Legislative Council of the said Colony, in such case made and provided: And the said Archibald Ashdown, upon his oath aforesaid, further informs me that afterwards, to wit, on the 22nd April, in the year aforesaid, the said action on the said bill of exchange came on to be tried in due form of law in the said Supreme Court of New South Wales, at Sydney aforesaid, before His Honor John Nodes Dickinson, Esquire, one of the Judges of the said Supreme Court, and was then, on the 23rd and 24th days of the said month of April, and by adjournment, on the 18th, 19th, and 20th days of the following month of May, tried by a jury of the country in that behalf, duly sworn and taken between the parties aforesaid, upon which said trial the said John Garsed appeared as a witness for and on behalf of himself, and was then duly sworn and took his corporal oath upon the Holy Gospel of God, before His Honor the said John Nodes Dickinson, Esquire, so being such Judge as aforesaid, that the evidence which he, the said John Garsed, should give before the Court there and to the said Jury so sworn as aforesaid, touching the matter then in question between the said parties, should be the truth, the whole truth: And the said Archibald Ashdown, upon his oath as aforesaid, further informs me, that at and upon the trial of the issues joined between the said parties as aforesaid, it became and was material to the issues whether the said John Garsed had made certain payments to the said William Dean and Archibald Ashdown, and the said Archibald Ashdown, upon his oath, informs me further, that the said John Garsed, being so sworn as aforesaid, and continuing and intending to prevent the due course of law and justice, and unjustly to aggrieve the said William Dean and Archibald Ashdown, plaintiffs in the said issues, and to deprive him of the benefits of their suit in question, and to subject him to payment of sundry heavy costs, charges, and expenses, then, to wit, on the day and year aforesaid, on the trial of the said issues, upon his oath aforesaid, falsely, corruptly, knowingly, wilfully, and maliciously, before the said jurors so sworn as aforesaid, and before His Honor John Nodes Dickinson, so being such Judge as aforesaid, did depose and swear, amongst other things, in substance and to the effect following, that is to say, I (meaning the said John Garsed) thus paid the £2,000 bonus (meaning that the said John Garsed paid a bonus of £2,000 to the said Archibald Ashdown, one of the plaintiffs), namely, I (meaning the said John Garsed) paid Ashdown (meaning the said Ashdown, one of the plaintiffs), on the agreement, (meaning an agreement entered into on or about the 30th day of September, in the year of our Lord one thousand eight hundred and fifty-seven, between the said Archibald Ashdown and the said John Garsed) £7,830 15s. 3d., £219 4s. 9d. cash (the said John Garsed meaning thereby that he had paid to the said Archibald Ashdown the sum of £219 4s. 9d. in cash) mortgage on "Russell's Arms" £600, mortgage on Newtown £500, promissory note due 7th February, £680 15s. 3d., that is the note now sued on (meaning the said bill of exchange for £680 15s. 3d.) for the recovery of which the said action was brought by the said William Dean and the said Archibald Ashdown against the said John Garsed). I (meaning the said John Garsed) paid £219 4s. 9d.; that left due to Mr. Ashdown (meaning the said Archibald Ashdown, one of the plaintiffs) £1,780 15s. 3d., that balance with £219 4s. 9d. makes up the £2,000 bonus. I (meaning the said John Garsed) transferred "Russell's Arms" and Newtown Foundry for £1,100 (the said John Garsed meaning thereby that he had transferred the "Russell's Arms" and Newtown Foundry for £1,100 to the said Archibald Ashdown, one of the said plaintiffs); and I (meaning the said John

John Garsed) gave the promissory note on which this action (meaning the said action which was being tried by the said William Dean and Archibald Ashdown against the said John Garsed on the bill of exchange for £630 15s. 3d.) is brought. I (meaning the said John Garsed) thus paid the £219 4s. 9d. (the said John Garsed meaning thereby that he had paid the sum of £219 4s. 9d. in cash to the said Archibald Ashdown, not as a single specific sum, but as comprehended in the said sum of £2,000) the said John Garsed meaning thereby the bonus of £2,000 which he alleged he had given to the said Archibald Ashdown, one of the plaintiffs, whereas in truth and in fact, the said John Garsed never paid to the said Archibald Ashdown a bonus of £2,000; and whereas in truth and in fact, the said John Garsed never paid to the said Archibald Ashdown the sum of £219 4s. 9d. in cash or in any other manner; and whereas in truth and in fact, the bill of exchange due as alleged by the said John Garsed on the 7th February (but which was in truth and in fact due on the 6th February) was not part of the said sum of £2,000 alleged to have been paid to the said Archibald Ashdown, but was given to the said William Dean and Archibald Ashdown by the said John Garsed as the balance due by the said John Garsed to the said firm of Dean & Co.; and whereas in truth and in fact the said John Garsed never paid to the said Archibald Ashdown, or to the said firm of Dean & Co., the said sum of £219 4s. 9d.; and whereas in truth and in fact, the sum of £219 4s. 9d. did not make up the £2,000 alleged by the said John Garsed to be a bonus paid to the said Archibald Ashdown or any other sum of £2,000; and whereas in truth and in fact, the said John Garsed did not give the said bill of exchange, the subject of the said action, as comprehended in the sum of £2,000; and so the said Archibald Ashdown, upon his oath aforesaid, says that the said John Garsed, on the said 22nd April, in the year aforesaid, and at other times during the said trial before His Honor John Nokes Dickinson, Esquire, by his own act and consent, and of his own most wicked and corrupt mind, in manner and form aforesaid, falsely, wickedly, wilfully, and corruptly, did commit wilful and corrupt perjury, contrary to the Act of the Governor and Legislative Council of the said Colony in such case made and provided; and the said Archibald Ashdown hereupon charges the said John Garsed with having in manner aforesaid been guilty of the crime of wilful and corrupt perjury, and prays that I, the said Justice, will proceed in the same premises according to law.

Sworn and exhibited at Sydney aforesaid, the day }
and year first above written, before me, }
D. FORBES, P.M.

A. ASHDOWN.

This deponent, *Archibald Ashdown*, on his oath, states as follows:—The person now before the Court is the John Garsed I refer to in my information now read.

Sworn at Sydney, this 16th December, 1858, before,
D. FORBES, J.P.

This deponent, *Andrew McKechnie*, on his oath, states: I am one of the Clerks of the Supreme Court; I produce the proceedings in the said Court in a case of *William Dean and Archibald Ashdown against John Garsed*; I produce the declaration marked A, which was filed on the 18th February, 1858; I produce a plea filed to that declaration by *Piddocke Arthur Tompson*, attorney, marked B; there is affidavit annexed to it; I produce a summons marked C, dated 2nd March, 1858, issued by the Prothonotary, calling upon the defendant to show cause why the plea should not be struck out; I produce an affidavit of the 4th March, 1858, sworn before *Edwin Daintrey*, Esquire, on the 3rd March, 1858, marked D; I produce the replication and demurrer filed on the 19th March, 1858, marked E; the endorsement on the back of the declaration A is the record of the verdict in the case of *Dean and Ashdown v. John Garsed*; that is the only record of the verdict I have signed by *Robert Sempill*, who was the clerk to Mr. Justice Dickinson; I have no other action in the said Court of *Dean and Ashdown v. John Garsed* tried on that day; and all the papers I have put in refer to the case between these parties that was tried on that day—(the 20th May, 1858); the action was pending at the time the two affidavits put in were sworn.

By defendant: I produce the affidavits sworn respectively by *Archibald Ashdown* on the 28th May, 1858, marked F, and by *Hugh Dixon*, on the 23rd May, 1858, marked G.

ANDREW McKECHNIE.

Sworn at Sydney, this 16th December, 1858, before—
D. FORBES, J.P.

Postponed till to-morrow, at ten o'clock, a.m. Bail, £100; and two in £50 each, to appear.—D. FORBES, J.P.

This deponent, *Andrew McKechnie*, re-called and re-sworn on oath, states as follows:—I have not got an affidavit sworn before Mr. Pownall, on or about the 2nd March, 1858, by *Pritchard and Ashdown*; I am not aware that any such affidavit was ever filed; if it had been filed and in its proper place, it would have been in the hands of the Prothonotary, and then in my custody among the papers I produced; if it had been sworn and filed in the case of *Dean and Ashdown against Garsed*, and was in its proper place, it would be with the papers produced; there would be no record kept of any such affidavit having been filed; I know nothing about the affidavit; I have an affidavit dated 12th June, 1858, made by *John Garsed, William Robert Smart, and Thomas Sanderson Hutchinson*; I said yesterday that there was an affidavit missing, and I say so again; I don't know, of my own knowledge that such an affidavit was ever filed, or in the Court; I am under the impression that I said it was not among my papers; I may have used the word "missing"; I won't swear I never saw the affidavit, but I don't remember having seen it.

ANDREW McKECHNIE.

Sworn at Sydney, this 17th December, 1858,—
D. FORBES, J.P.

This deponent, *Edwin Daintrey*, on his oath, saith as follows:—I am a Commissioner of the Supreme Court of New South Wales for the taking of Affidavits; and so in the months of February and March last; I know the defendant; the affidavit exhibit B was sworn by defendant, *John Garsed*, before me, on the 26th February, 1858, in a case in which *William Dean and Archibald Ashdown* were the plaintiffs, and *John Garsed*, the present defendant, the defendant; defendant swore to the truth of that affidavit before me; he either signed it or acknowledged his signature in my presence; I was then a Commissioner of the Supreme Court of New South Wales for taking Affidavits; B was sworn on the day it bears date; the official affidavit D was sworn before me by *John Garsed*, in the usual manner, on the third March, 1858; I think defendant signed it in my presence—if he did not, he acknowledged his signature to it; he was sworn upon the four Gospels of God to both affidavits.

By defendant: There was some conversation as to the length of the affidavit D, and there might have been about the purpose for which it was filed; it was some time in the month of December, 1857, I think, that *Garsed*, the defendant, and *Ashdown*, came at my office together; some conversation was commenced between them in reference to *Rosherville* or *Onion's Point*, which I believe to be the same place; I think *Garsed* asked *Ashdown* if he had sold *Rosherville*, or *Onion's Point*; something more was said between them there—either *Garsed* or *Ashdown*; I believe it was *Ashdown* said it was a bad time to sell, because of the elections or something of that kind; I have had transactions with *Pritchard*, which *Ashdown* afterwards acknowledged; I remember on one occasion *Pritchard* came to me, and spoke to me about some transactions between *Garsed* and *Ashdown*, and offered to sell me some property either as agent for *Ashdown* or *Garsed*; *Pritchard* told me of a long negotiation which had been going on between *Ashdown* and *Garsed*, and of several arrangements between them; and said something to the effect that *Garsed* had at last given, or was to give, *Ashdown* a bonus of £2,000; *Pritchard* afterwards came to me and instructed me to prepare a conveyance of one property and transfers of mortgages of two others (to the best of my recollection), and told me that the conveyance and transfers were to represent value to the extent of £2,000 I believe passing from *Garsed* to *Ashdown*; I prepared the deeds, and they were executed by *Garsed* on his own behalf, contracting between himself and *Ashdown*; I only think I saw *Garsed* on the occasion of the execution of the deeds; I should say this was some time in August or September, 1857, it might be a trifle later; *Ashdown* and *Garsed* afterwards came to my office, and had a dispute as to who was to pay for the deeds, and at *Ashdown's* own request I afterwards sent the deeds to *Ashdown*, and I believe he partially paid for them; that both *Ashdown* and *Garsed* acknowledged in effect that *Pritchard* was their agent I have not the slightest doubt. In that transaction *Pritchard* said something about a bonus with reference to this transaction—a bonus of £2,000; he spoke of the bonus as matter under negotiation between *Ashdown* and *Garsed*; I understood when I prepared the deeds that they represented

represented value to the extent of £2,000 passing from Garsed to Ashdown, but I did not understand that they represented the talked-of bonus. I think that the first statement Pritchard made to me was that there had been some arrangement between Ashdown and Garsed which Garsed was not able to carry out; and Pritchard gave me to understand, and from what he said I did understand that the deeds were to represent £2,000, as passing from Garsed to Ashdown, to carry out substituted arrangements; my recollection is quite indistinct as to what was said; I think the deeds were dated between July and November, 1857; I think that while I was preparing the deeds I saw a piece of paper on which were some calculations, showing how the £2,000 was made up; I do not recollect any particular sum mentioned on that memorandum; I don't know what became of the memorandum; my recollection of it is very obscure indeed; I am not even positive as to the year in which this occurred, whether it was in 1856 or 1857, but I believe it was in 1857; I remember no promissory note or bill of exchange passing between the parties, but I don't know of any reason why I should have known it had any passed; I do not know whether Garsed had transactions with Dean and Ashdown or with Ashdown only, but my strong impression is that he had dealings with Dean & Co.; I believe the transfers were to Ashdown and not to Dean & Co.; I recollect at some stages of the proceedings Mrs. Garsed was called on to bar her dower; I distinctly recollect Pritchard saying to me that Ashdown had agreed to take over the securities for which I prepared the said deeds respecting cash for £2,000; one of the securities I think was a conveyance from Garsed to Ashdown of certain property mortgaged to Garsed, and which he transferred under the power of sale mentioned in the mortgage; I think the property in that mortgage was some Constable had mortgaged to Garsed; I think that security represented £900; it was some property that Constable, or Constable & Walton, had mortgaged to Garsed—I mean Walton's mortgage for £900; that was a sale out and out; there was a mortgage of Lavers' for £600, and a mortgage on the Newtown Foundry for £500 I believe; the two last securities were transfers of mortgages; I know nothing about a bill for £680 15s. 3d., although I have some impression of Garsed having mentioned something about it; I have a misty recollection that something said—said either by Pritchard or Garsed to me, or between Garsed and Ashdown, about a bill for that amount—that is my impression; I understood that Ashdown took all the securities in the deeds as cash—I am sure Pritchard told me he did; I have no recollection of the bill for £680 15s. 3d. having been alluded to as having been paid or not being due, but I cannot in any way, from what I recollect, or any record I have, connect the bill with the transaction in which I prepared said deeds; the securities in the deeds were transferred from Garsed to Ashdown as cash, as Pritchard said so. The arrangement I have referred to in reference to which I prepared the said deeds was one substituted from a previous arrangement between the same parties, which Pritchard, on behalf of the parties Ashdown and Garsed, had directed me to initiate. I think all these arrangements must have come under my notice between June and December, 1857. I certainly remember Pritchard's making use of the word "bonus" in reference to those transactions, but whether with reference to the first or second of these arrangements I cannot say. The deeds I refer to must have been completed between July and December. I have a very strong impression that I was told that Garsed had transactions with Dean and Company, but I have not any means now at hand of ascertaining whether that fact was brought within my knowledge at the time or not. I understood that the bonus talked of was part of an arrangement for which the one in which I prepared the deeds was substituted; about September, 1857, I transferred value from Garsed to Ashdown of £2,000.

By Mr. Holroyd: I will not swear as to any particular then, but I will swear that my strong impression is that the £900 referred to Petersham or Camperdown; I believe that the conveyance of the Petersham property, and the transfers of Lavers' mortgage and the mortgage on the Newtown property was to Ashdown alone, and not to Dean and Ashdown; I might have transferred Lavers' mortgage on the Newtown property to Dean and Company, but I think not in the transaction in which I prepared the deeds I have referred to; I think I recollect transferring the "Russell's Arms" more than once to different parties.

Sworn at Sydney, this 17th December, 1858, before,—
D. FORBES, J.P.

EDWIN DAINTRY.

This deponent, *Archibald Ashdown*, re-called and re-sworn, on his oath states:—I was at one time a partner in the firm of Dean & Co., from April, 1854, to May, 1858; the firm consisted of Wm. Dean and myself, and traded under the name of Dean & Company; I know the defendant; we at the time brought an action against him upon a bill of exchange; that was at the beginning of the present year; R. J. and G. Want were our attorneys, and Piddocke Arthur Tompson was the defendant's attorney; I produce the bill which was the subject of the action for the amount of £680 15s. 3d., marked G; Dean & Company are the drawers of the bill; it was given in settlement of an account due by defendant, arising out of an agreement between Garsed and self, dated 30th September, 1857, marked H; the agreement refers to a transaction between Garsed and Dean & Co., to the amount of £7,830 15s. 3d., and a transaction between Garsed and myself to the amount of about £2,000; in about March, 1857, I entered into an agreement with Garsed, the effect of which is embodied in a letter dated 26th March, 1857, addressed by me to Garsed, marked I; the transaction of the purchase by Garsed and self of leasehold property at Lane Cove is quite a distinct transaction from any mentioned in the letter J. After the receipt of the letter J, I made the purchase for £2,800, for land at the Glebe, consisting of about an acre or so; I was to have one-third of the value of the properties after the encumbrances were paid off and in the terms of the letter; I began to build in April, and built a house there which was quite distinct as regards cost from the £2,800; in consideration of the sum of £2,900 Garsed undertook to build me a house at the Glebe; I produce an equitable mortgage (K) from John Garsed to self, given to me to secure payment of a bill of £680 15s. 5d.; the equitable mortgage was made at the time the bill was given; I produce a memorandum in the writing of Pritchard, signed by Garsed himself, dated Glebe, 15th July, 1857, marked L; a few days before that agreement Garsed prepared a list of all of his properties; the value that he placed against them amount to £28,000 or thereabouts; he also made out a list of his liabilities, which amounted to about £10,000, showing a balance surplus in his favour of £18,000; he then proposed that I should undertake the payment of a large portion of those liabilities, being those due to W. Dean & Co., and that he would convey to me properties that would be sufficient to pay those liabilities, and also the one-third which I had purchased under the letter of the 26th March, 1857, which third then appeared to be £6,000; Pritchard, at the time of the drawing up of the agreement L, in July, was in the employment of Garsed himself; a few days after the agreement in July, Garsed wished me to take over a further liability of his to the amount of a cash credit bond of £1,500, wishing to convey to me more property to represent it; that I declined to do, and as he appeared dissatisfied, I, in company with Pritchard, called at his house about a week or ten days after the agreement in July, and stated that I was quite willing to cancel the last agreement in July, and that if he would place me in the same position as I was before the letter of 26th March, 1857, I would convey the land back to him, and give him in addition a cheque for £200; I alluded to the land mentioned in the letter of 26th March, but, as that might be considered impracticable, I offered to retain the land and complete the building of the house upon his conveying to me properties, and giving me a mortgage upon properties to the amount of £12,000, so that the house and grounds should be reduced to its fair value, which would be upwards of £4,500; he declined to do that, and the agreement of 15th July was being carried out; I often repeated the offer to him; Mr. Chas. Pearson Pritchard was with me at the interviews; he has left the Colony, in ill health; the agreement of July was never completed before the properties were conveyed; Garsed entered into an agreement with S. H. Terry (that was before the 30th September) to borrow moneys from him on security of landed properties; on the 18th September, Garsed, in company with Smart, the conveyancer, came into Want's office (Mr. Want was my solicitor at the time—Mr. Pritchard and I were engaged with Mr. Want at the time), and in a somewhat excited state he said, "I found the money to pay everybody," and produced and handed to Mr. Want a memorandum signed by Mr. Terry, agreeing to advance moneys on the security of landed properties; I again repeated my willingness to cancel all the agreements, and inquired from Garsed how he intended doing it. It was then agreed that W. Dean & Co. should have all the cash to receive from Terry, which was between £5,000 and £6,000; that they should take Eggleton's mortgage for £900, Lavers' mortgage for £600, and that the balance which would then be due to W. Dean & Co., then estimated at between £500 and £600, should be settled by Garsed's bill at a short date, to be collaterally secured by the depositing of title-deeds; I then asked how he proposed to pay me the £2,000; and, after some consideration, it was agreed that I should take the Canterbury land which had been already conveyed to me for £900; Garsed remarking that I must keep that, as it had already conveyed to me under his power of sale or mortgage; there then remained £1,100, for which he offered me properties; I stated that instead of taking conveyances of properties I would prefer mortgages, and requested time to consider the properties he offered me; after this taking place, Pritchard, Garsed and I proceeded to W. Dean & Co's office, and the accounts were then gone into; Pritchard undertaking to prepare and leave with Garsed at his house that evening the particulars of W. Dean & Co.'s claim against him, which I understand he did—that was on Friday; on the Monday or Tuesday following, I next saw Garsed, and it was then agreed between us, as how I was to accept the £2,000 balance to me; Garsed first proposed to give me a cheque for £100 and his bill at twelve months for £1,000, which I refused to accept, but agreed to take a mortgage near the Parramatta Railway Station for £600, and a mortgage on land known as the
Newtown

Newtown Foundry, for £500; I thus accepted the £2,000 payable to me by Garsed; I had intended Want to prepare an agreement to carry the last arrangement into effect, and desired him to put the consideration money in that agreement at £10,000; the amount of Garsed's debts to W. Dean & Co. then being £7,930 15s. 3d., to which adding £2,000, payable to me, would make £9,930 15s. 3d., the difference between that amount and the £10,000 I intended to pay Garsed in cash; I produce an agreement marked M, which was never executed; on the 23rd or 24th September, the paper M was brought by Garsed from Want's to the office of W. Dean & Co.; there were no red ink marks on that paper then—those marks were made at Dean & Co.'s office by Pritchard, at Garsed's request and in his presence; I was present when they were made; the reason he wished the amount of the figures altered, he stated to be his wish that this agreement should correspond with that made on the 15th July, and in order to effect this, it was necessary that the sum of £100 which had been advanced to Garsed by Dean & Co. between the 15th July and that date in September should be repaid, so that Garsed's liabilities to Dean & Co. would then be the same as they were on the 15th July, 1857, nearly £8,855 17s. 3d., less £1,050 due to Want, leaving £7,805 17s. 3d., and adding to that sum £24 18s. to correct the first item mentioned in the account of July, viz., £730 to £754 18s., the amount would be £7,830 15s. 3d.; Garsed at this time paid us (Dean & Co.) a cheque for £100; about the 23rd or 24th September, I saw an account similar in substance and effect to the account produced, marked N, handed to defendant; it was in red ink; that was before the 30th September, and before the agreement of that date was signed; after the alterations were made in the agreement marked M, Garsed took it himself to Want's office to have it engrossed; when Garsed received the account like that marked N from Pritchard, he agreed to it; Mr. Daintrey prepared the whole of the deeds of the conveyance of Petersham property, £900; the £500 upon the Newtown property, and £600 on the "Russell Arms"; Lavers' mortgage was transferred either to me or to the purchaser direct; if it was transferred to me I transferred it direct; Lavers' mortgage did not furnish any portion of the £2,000 paid to me; that formed part of the property conveyed to Dean & Company; so did Eggleton's; the document marked N refers to the agreement of 30th September; the first part of it is a statement of Garsed's liabilities to Dean & Company on the 30th September; when I signed the agreement of the 30th September I was acting for myself to the extent of £2,000 and jointly with my partner to the extent of the balance; I never told Mr. Daintrey or told Pritchard to tell him that Garsed had given me a bonus of £2,000.

A. ASHDOWN.

Sworn at Sydney, this 17th December, 1858, before,—

D. FORBES, J.P.

Remanded until Monday next, at 10 a.m.—

D. FORBES, J.P.

This deponent, *Archibald Ashdown*, recalled and re-sworn, on his oath states as follows:—At the time the red ink alterations were made on the draft marked M, defendant was well aware that there were two accounts, one due to me and one due to Dean & Company; I produce a letter from defendant to Dean & Company, addressed to Messrs. Dean & Ashdown, dated 3rd February, 1858, marked with the letter O, respecting the amount of the bill of exchange—£680 15s. 3d.; the machinery referred to in that letter was the machinery at Rosherville; the note was due on the 6th February, 1858; the note produced, which is the only bill of exchange we hold at that time; I produce a copy of our answer to the letter O, in print produced marked P; that reply was handed to defendant's messenger; on the 3rd October, 1857, was the first day on which we received any payment under the agreement of 30th September; and Garsed then paid to Dean & Company, on account of the first paragraph of the agreement of 30th September, 1857, marked with the letter H; S. Terry's cheque for £619 5s., cash £1 15s., and J. Garsed's promissory note, payable on demand, for £3,829, accompanied by a letter dated 3rd October, 1857, addressed to myself which I now produce, marked with the letter Q; on the 13th October a settlement of the £5,650 mentioned in the first paragraph of the agreement was completed by Garsed giving W. Dean & Company his cheque on the Oriental Bank for £11; I produce that cheque marked R, accompanied by a letter marked S, and a promissory note drawn by himself in my favour for £1,189, payable on demand; in that manner was the first paragraph of the agreement, £5,650, as shown in the paper I produce, marked with the letter T, paid; I would also state that the shares referred to were, at Garsed's request, sold by Messrs. Mort & Company, and the proceeds at Garsed's request, and with my permission, deposited in the English Scottish Bank and Oriental Bank, specially to retire the bills mentioned in those letters; the funds did not pass either through my hands or through the hands of Dean & Company; I know that the proceeds of that sale were deposited at the Banks specially to retire the bills mentioned in the letters; the money was paid into the Banks by Mort, not when I was present; I went to the Bank with Mort's clerk, and instructed the person at the Bank, Mr. Young, the Manager of the Scottish Bank, and, I think, Mr. Stewart, the Accountant of the Oriental Bank, to receive those moneys, and to apply them in favour of the retirement of Garsed's acceptances in favour of Dean & Company; the moneys were not paid in then, but were paid in by Mort & Company afterwards; about that time W. Dean & Company had an account at both the Banks; then I myself had not an account at either Bank; the money was not entered in the name of Dean & Company at the said Banks; the money was not carried to my credit or to the credit of Dean & Company in any of the Banks; the conveyances and the mortgages mentioned in the agreement were completed within a few days after that; I refer to the mortgages of the "Russell's Arms" and Newtown Foundry, which were conveyed to me in reference to the £2,000; Lavers' mortgage was transferred to a purchaser—I am not sure whether to the purchaser direct or through me, somewhere between the 30th September and the beginning of the following year—some time in December, I think; in the third paragraph of the affidavit of verification, attached to the plea marked B, is a statement; I gave Ashdown a bonus of £2,000 or thereabouts, of which the £680 15s. 3d., the amount of the bill of exchange now sued upon, forms part; defendant did not at any time give me a bonus of £2,000; the amount of the bill of exchange (£680 15s. 3d.) sued upon did not form part of any debt due to me individually—it was not a debt due to me—it was due to W. Dean & Co., who were the drawers of the bill; it was given to Dean & Co. as the balance of a debt due to them, and was agreed upon by Garsed; in the affidavit marked D, in paragraph 16, is a statement in the words following:—"I paid all the moneys, and gave the securities and bills mentioned in the agreement of the 3rd September, and did the other things required of me, as is truly shown in the following account current;" the account current in that statement referred to is set out in page 14 of the concluding part of paragraph 16, and marked U in the said last-mentioned affidavit marked D; that account current is not true; the first item to W. Dean & Co., £730, should be £754 18s.; the £24 18s. was never paid by me to Garsed, as is alleged in the account current produced; the firm of Dean & Co. did not at any time claim or receive from Garsed a bonus of £2,000, as stated in the account; I claimed and received £2,000 from Garsed, not as a bonus as I understand it, as a gift, but I can't understand it to have been received by me as a bonus in the sense in which I understand the word as a gift; I recollect the trial against the defendant on the said bill of exchange, and recollect defendant being in the witness-box; I was in Court when defendant Garsed was sworn; I saw the defendant hold the Bible in his hand, and heard the oath administered to him by the Clerk or the Crier in the presence of Judge Dickinson; after that I heard the defendant swear, "I paid Ashdown £219 4s. 9d. cash; I gave a mortgage on the "Russell's Arms" for £600, mortgage on Newtown Foundry £500, and the bill now sued on for £680 15s. 3d.; I thus paid the £2,000"; defendant on cross-examination also stated "I paid the £5,650 as in that paper (and defendant then had in his hand and referred to the paper produced marked I) partly by Terry's cheque and partly in shares, except that I do not recollect as to the £11; I paid the items on the day mentioned in that paper"; the defendant Garsed then referring to the paper he then held in his hand, and that paper being the paper produced marked I; defendant then stated, "I paid £219 4s. 9d. cash," and then holding the agreement of the 30th September produced in his hand (which defendant now admits was and which was a counter-part of the agreement produced marked H) the defendant stated, "I conveyed the land at Canterbury Road for £900; I transferred Eggleton's mortgage for £900; I transferred Lavers' mortgage for £600; that left due to Ashdown £1,718 15s. 3d."; (the defendant then reading from the paper he held in his hand) "which with the £219 4s. 9d. before mentioned makes up the £2,000; I gave the mortgages on "Russell's Arms" and Newtown Foundry for £1,100, and the bill now sued upon for £680 15s. 3d.; I thus paid the £2,000; Garsed did not at any time pay me the £219 4s. 9d., as he swore at the trial; that sum of £219 4s. 9d. never formed any part of the sum of £2,000 between Garsed and self; the bill of exchange for £680 15s. 3d. given by Garsed and on which he was sued did not form any of the £2,000, but was given by Garsed to Dean & Company; that sum of £219 4s. 9d. was never paid to me nor to Dean & Co., in any way whatever, but if the sum of £219 4s. 9d. had been paid to Dean & Co. in the way stated by Garsed it must have appeared so in our books—it does not appear in the books; I never received the sum of £219 4s. 9d. considered to be cash, though not in cash from Garsed; the sum of £219 4s. 9d. mentioned, never formed any part of the £2,000 in the settlement between Garsed and self; the sum of £680 15s. 3d. was never comprehended in the settlement of £2,000; the first time I ever heard of the payment of £219 4s. 9d. by Garsed was when Garsed swore it at the trial; that sum with the bill of £680 15s. 3d., makes up £900; the £219 4s. 9d. did not form any portion of the settlement of the £2,000; the conveyance of the Petersham land for £900 did; Garsed did not at the trial say that the £219 4s. 9d.

was

was paid to Dean & Co. in excess of his account; that sum was never paid in excess, if it had been paid it would have been in excess, but it was not paid either in *cash* or in any *other way*; the Joint Stock Bank shares mentioned in the letters of the 3rd and 13th October were transferred to me in the first instance and then by me to purchasers found by Mort & Co., and the proceeds I received were paid into the English, Scottish, and Oriental Banks to take up Garsed's acceptances as I have stated; if under all my said agreements with Garsed I had been a loser, Dean & Co. would not have participated in the loss; the money owing to Dean & Co. by Garsed was for cash advance and for goods supplied.

By defendant: The books kept by Mr. Pritchard were kept by him in an office he had in the building occupied by Dean & Co.; I engaged Pritchard at Garsed's request to look after the accounts between Garsed and self; Pritchard's books are not in my possession; the first paragraph in the report of the case against Garsed on the bill of exchange referred to I now look on is true; the alteration from £730 to £754 18s. was made in the agreement of the 30th September in the correction of the accounts of 15th July; whether the correction was made by Pritchard or not I know nothing about; the alteration was made in the accounts as soon as the error was discovered; according to the agreement of the 15th July I was to pay a certain number of notes; I paid all the notes at maturity between that and 30th September; the bills for £1,900 and £700 were retired by fresh bills given by Garsed; those bills under that agreement of 15th July became a liability of my own; two of the notes renewed by Garsed, as I have stated, were given to Dean & Co., as between Garsed and self; I only was liable, and not Dean & Co. under the agreement of the 15th July; there was not a fresh agreement between Garsed and self on 11th August, but a letter passed; all the amounts mentioned in the agreement of the 30th September make up £9,830 15s. 3d.; Walton's mortgage for £900 I took as part of the £2,000; I got all the items mentioned in that agreement of 30th September; those amounts operated as a complete discharge of the £9,830 15s. 3d., included in which is the £2,000; these amounts consist of £754 18s. and £400 cash due to Dean & Co., and all the rest in promissory notes in Dean's hands, namely:—due 14th July, £329 3s. 6d.; 14th August, £500; 14th September, £146 13s. 9d.; 15th October, £1,300; 2nd November, £2,500; 11th November, £600; 15th November, £1,300; to those was to be added the £2,000, which would be exactly equivalent to what I took under the agreement of 30th September; Mr. Randolph Want prepared and attested that agreement; I read it over, that is, compared a copy with one Mr. Want was reading; I understood it; I do not come here to impeach that agreement; all the deeds, with the exception of the equitable mortgage in favour of Dean & Co., made in pursuance of the agreement were made to me, and not to the firm of Dean & Co.; the whole of the shares in the Joint Stock Bank were transferred to me first, and they were standing in my name, and sold by Garsed's orders with my consent; the proceeds were paid into Banks to retire Garsed's bills mentioned in letters of 3rd and 13th October, for the payment of which I was liable; I will swear that no part of the proceeds of the sale of the shares was paid into the Bank to my name; it was not paid in to my name to meet the bills—not by my instructions; the bills making up the £7,830 15s. 3d. are all paid: the two bills for the renewal of which Garsed gave fresh bills in his name are now in my possession; I swear that the bill for £680 15s. 3d. is still due and has not been cancelled; I never took from Garsed yet any bills in my own name except two for £50 each on account of Pritchard's salary; and those I sold at 20 per cent. discount endorsed without recourse; those bills were given long after the agreement of 30th September.

A. ASHDOWN.

Sworn at Sydney, this 20th December, 1858, before,—

D. FORBES, J.P.

Remanded till to-morrow.

This deponent, *Randolph John Want*, on his oath states as follows:—I am a solicitor of the Supreme Court; I recollect some time in September, 1857, Mr. Pritchard and Mr. Ashdown were at my office engaged about Garsed's matters, when Garsed, the defendant, came in; I believe it was in the month of September, 1857; I think Mr. Smart, the conveyancer, came in with Garsed, but am not sure he did; I had distinctly informed Mr. Garsed that I would not act for him, and at the time I speak of I was acting for Ashdown alone; I never acted for Garsed in the settlement of the agreement of the 30th September; I had previously acted for Garsed in reference to the properties; I told Garsed I would not act for two parties; when the substituted agreement took place by which £2,000 was fixed as coming to Ashdown, I believe the deeds were then charged to Garsed; when Mr. Garsed came in when Pritchard and Ashdown were there, he produced a paper signed by S. H. Terry, and said "I have now got the money to pay Ashdown," or words to that effect; I understood the purport of his words to be that he could get the money to pay Ashdown; a mortgage of £1,050 or thereabouts was owing to me on one of the properties at the Glebe; that was to be paid off first out of the moneys received from Terry; I received that money; the amounts of Ashdown's claims against Garsed were put down; after I had been paid my £1,050, there was a certain amount of money and a certain number of shares left, and the money was to be applied to pay off certain claims there mentioned; Ashdown then said to Garsed, "Now, how are you going to settle my claim as to the land at the Glebe and the house?" The conversation then referred to previous agreements between them, that is, that Garsed was to go home, and by which Ashdown had purchased from Garsed some land at the Glebe for £2,800, and Garsed had agreed to build him a house on that land. It being Garsed's intention to go home, Ashdown was to manage his affairs, and after payment of Garsed's liabilities, he was to have one-third of the remaining property; and it was in reference to this agreement that the conversation about the £2,000 first took place, and it was then named as to be payable from Garsed to Ashdown, being for excessive value of the land and house at the Glebe, and in substitution of Ashdown's claim on the one-third of the surplus of Garsed's assets, after payment of Garsed's liabilities. Ashdown said, "Now how must I have the £2,000 paid," or "settled for," or "arranged for?" Garsed said there were plenty of properties for him to choose from; my impression was then that they were to convey certain properties in settlement of that £2,000. Eggleston's property, I think, was named as one of the properties to be given; land at Canterbury was part of the properties; I now recollect that the £2,000, was to be paid by certain mortgages and lands, and they were picked out to make up that sum. Nothing was said as to a bill for £680 15s. 3d. as forming part of the £2,000; a bill was to be given by Garsed to Ashdown irrespective of the £2,000, but in settlement of the balance due between the parties; an amount due to Ashdown or Dean and Ashdown remained unsecured, and it was agreed that a bill was to be given for it; I think I have seen the letters of the 3rd and 13th October produced before; the £2,000 was to be given in substitution of the terms of the agreement of the 15th July; I recollect Ashdown saying, in reference to the security he was to receive for the £2,000, "I'd much rather you'd give me mortgages, as that would fix the value at once"; a bill was to be given for the balance by Garsed to Ashdown, at a short date, payment of which was to be secured by the depositing of the deeds.

I can't tell whether I prepared the agreement marked M; I think it came out of my office; it bears my name; I am the attesting witness to the agreement; it was read over, no doubt, before it was signed; I should think the parties knew what they were signing; I think the agreement, as far as it goes, contains the understanding between the parties on the 30th September; it contains nothing false that I know of; I do not know whether all the terms of that agreement were fulfilled on both sides; I think the parties met several times about the matter; I will not undertake to speak to expressions used in September, 1857, by the parties; of all that I have stated I have a clear recollection; at the time of that conversation, the actual balance had not been ascertained; as far as the agreement produced goes, it is the result of all those conversations.

Sworn at Sydney, this 21st December, 1858, before,—

D. FORBES, J.P.

R. G. WANT.

This deponent, *Frederick Michael Stokes*, on his oath states as follows:—I reside in Sydney; I recollect a case being tried about the months of April and May last, between Dean and Ashdown against defendant Garsed; I was one of the jury-men; the action was brought on a bill of exchange—I believe on the one I now look on marked G; I was not a juryman on more than one occasion; when Garsed was sued at suit of Dean and Ashdown on a bill; I recollect John Garsed, the present defendant in that case, being examined as a witness in his own behalf; I am satisfied he was sworn; I recollect something was said about a bonus of £2,000; I cannot say how Garsed said he had paid that £2,000; at one time during the trial of the said case, Garsed said the bill of exchange for £680 15s. 3d. did form part of the bonus to Mr. Ashdown of £2,000; at one time during the trial Garsed mentioned a sum of £219 4s. 9d. as forming part of the £2,000 bonus; he said he had paid that sum of £219 4s. 9d. to Ashdown in cash; he said two or three times that he had paid the said sum of £219 4s. 9d. as part of the £2,000 to Ashdown in cash; those two sums of £680 15s. 3d. and £219 4s. 9d. make up £900; I know the Newtown property and "Russell's Arms" were mentioned in the course of the trial by Garsed, but I do not recollect that they were mentioned as representing part of the £2,000; the balance of the £2,000 (£1,100) was made up in properties; I do not recollect seeing the account marked I at the time of the trial, but saw a paper put into Garsed's hands which resembled this paper I very much; I recollect his speaking of the paper he held in his hand when the counsel questioned him as to "that paper," referring to the paper Garsed was holding in his hands, Garsed, in reply, said "this paper"; I heard Garsed asked what

what moneys he had paid, and heard him reply that he had paid the money as in that paper, referring to the one he then held in his hand; a great number of papers were put before the Jury; the one marked I was not put before the Jury; Garsed said that the bill of exchange for £680 15s. 3d. and the sum of £219 4s. 9d. which he paid to Ashdown is cash formed the £900, being part of the £2,000.

By Mr. Michael: I am at present in Mr. Dean's employment; I have known Mr. Dean for a very long time—many years; have had transactions with him amounting to a considerable amount; I knew nothing of these matters at the time I was sitting as a jurymen.

By Mr. Holroyd: I was not in the employ of Mr. Dean in April or May last; I went into his employ about six months after the trial, when Mr. Ashdown left the firm, and at the time of the trial I had not any notion of entering into Mr. Dean's employ.

Sworn at Sydney, this 21st December, 1858, before—

D. FORBES, J.P.

F. M. STOKES.

Committed for trial at next Criminal Court; bail £200 and two sureties in £100 each.—D. FORBES, J.P.

A 19.

In the Supreme Court of New South Wales. Affidavit.

In the matter of Randolph John Want, *ex parte* John Garsed.

On the twenty-first day of October, in the year one thousand eight hundred and sixty-two, Randolph John Want, of No. 142, Pitt-st., in the city of Sydney, in the Colony of New South Wales, gentleman, being duly sworn, maketh oath and saith as follows:—

1. I am not aware, and cannot comprehend from the very general description given in the summons or affidavit, what exhibits the said John Garsed requires, except the two documents of which the dates are given.

2. The said two documents are, I believe, in the possession of Mr. Archibald Ashdown, one of the plaintiffs in the action mentioned in the first paragraph of the affidavit sworn and filed herein by the said John Garsed in support of his application herein, but they were both handed in on the trial, as I am informed, by the plaintiffs in the said action, and marked as plaintiffs' exhibits by Mr. Sempill, the Associate to Mr. Justice Dickinson, the Judge before whom the cause was tried, and belong to and are the property of the plaintiffs in the said action, as I am informed and believe.

3. I was absent from the Colony when the cause was tried.

4. I have ordered a search to be made among the papers in my office, and I have not been able to find any exhibits in the said action belonging either to the plaintiff or the defendant in the said action.

5. I have been informed and believe that I have no exhibits belonging to the said John Garsed, nor were any taken out of the Court not belonging to the plaintiffs in the said action.

6. I am informed and believe that Mr. McKechnie, the Second Clerk of the Supreme Court, exercised great precaution at the time the exhibits were taken out of the Court in not allowing either the plaintiff or defendant in the said action to take out any exhibits which did not belong to them respectively.

7. The said John Garsed's estate was sequestrated, and the verdict was obtained by the plaintiffs in the said action, and any exhibits would accordingly be the property of John Piper Mackenzie, Esq., Official Assignee.

8. If I had any exhibits, I should have a lien on them for costs due by the said John Garsed to my late firm of R. J. & G. Want.

Sworn by the deponent, on the day first above- }
mentioned, at Sydney, before me, — }

R. WANT.

RICHARD MILFORD,

A Commissioner for Affidavits.

A 20.

Third agreement between Messrs. Ashdown and Garsed.

A. Ashdown and J. Garsed, defendant. Agreement, engross, &c., R. J. and G. Want.

MEMORANDUM of an agreement, made and entered into this day of in the year 1857, between Archibald Ashdown, of Sydney, in the Colony of New South Wales, auctioneer, of the one part, and John Garsed, of the same place, builder, of the other part.

Whereas the said A. Ashdown has lately purchased from the said John Garsed the several parcels of land and properties for the several sums mentioned in the first schedule hereinafter written, and at the time of such purchase it was also agreed that the said A. Ashdown should, in consideration of such sale, take up and pay the several promissory notes mentioned in the second schedule hereinafter written; and that all deeds and writings relating to the title to the said properties should remain in the hands of R. J. Want, of Sydney, aforesaid, upon the terms and conditions, and in manner hereinafter mentioned: Now these presents witness, and it is hereby declared by and between the said parties to these presents, that all deeds and writings relating to the title to the said lands and properties respectively, shall remain in the hands of the said R. J. Want until the several sums of money and promissory notes specified in the second schedule hereinafter written shall have been respectively paid and returned by the said A. Ashdown, his heirs, executors, administrators, or assigns; and upon full payment and retirement thereof respectively, the said R. J. Want shall deliver the said deeds and writings to the said A. Ashdown, his heirs, executors, administrators, or assigns, respectively, or as he or they shall direct; and also, that the said A. Ashdown, his heirs, executors, administrators, or assigns, shall be at liberty to sell the said lands and properties, or any of them, upon paying the proceeds of such sales respectively, or handing over the said promissory notes, or so many thereof as shall be equivalent in value to the proceeds of such sales, unto the said John Garsed, his executors, administrators, or assigns, and that thereupon the said R. J. Want shall deliver to the said A. Ashdown, his heirs, executors, administrators, or assigns, or as he or they may direct, the deeds and documents relating respectively to the properties so sold: *Provided, nevertheless, that the lands and properties so sold shall be sold for their respective value, or thereabouts.*

In witness, &c.

The first schedule above referred to.		£	s.	d.
Land and hereditaments at Bexley		5,200	0	0
" " at Canterbury		900	0	0
Land and houses, Cooper-street, Glebe		1,200	0	0
Mortgage from Eggleton to Garsed		900	0	0
" Lavers to Garsed		600	0	0
		<u>£8,800</u>	<u>0</u>	<u>0</u>
The second schedule above referred to.				
Balance of account due to Dean & Co. by Garsed		730	0	0
Promissory note made by J. Garsed in favour of Dean & Co., due 14th July last, for		329	3	6
The like, due 14th August		500	0	0
The like, due 14th September next		146	13	4
The like, due 11th October		600	0	0
The like, due 2nd November		2,500	0	0

Fourth agreement, dated 30th September, 1857.

Amount due Messrs. Dean & Co. on promissory notes and cash, called the advanced account, as per agreement of 16th July, 1857, signed by Mr. Garsed and Mr. Ashdown	7,830	15	3
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Mr.

Mr. Ashdown fails to carry out his agreement by paying this amount, and therefore Mr. Garsed takes the matters into his own hands, and gives him a bonus of £2,000, explained in the following manner:—

	£	s.	d.
Mr. Garsed pays in cash account bonus	219	4	9
Mortgage on "Russell's Arms"	600	0	0
Ditto on Foundry	500	0	0
Promissory note, due 7th February, for balance accepted in favour of Dean & Co., at Ashdown's request	680	15	3
	£2,000	0	0

This bonus of £2,000, added to the £7,830 15s. 3d. paid in cash to Dean & Co., will constitute the amount mentioned in the agreement between Garsed and Ashdown dated 30th September, 1857, viz., £9,830 15s. 3d. sterling.

The above memo. does not amount to the £8,830 15s. 3d. mentioned in folio 21, as Mr. Garsed pays the £1,050 due to R. J. Want himself to that gentleman.

	£	s.	d.
Amount to Want	1,050	0	0
Dean & Co., amount	7,830	15	3
	£8,880	15	3

The difference between this amount—£8,880 15s. 3d. and the £8,855 17s. 3d., mentioned in the agreement of 15th July, is that in that agreement the open account to Dean & Co. is taken at £730, and after that date is corrected by Mr. Pritchard, and a memorandum made by Mr. Pritchard in red ink in the journal shows this:—

The following is published in consequence of a charge of wilful and corrupt perjury brought against me by Mr. A. Ashdown. Mr. George Want was his attorney. Case was dismissed. And, as a warning to others, when connected in business transactions, to let their partners' names be known.

Messrs. Want had been my solicitor for years, and Mr. R. J. Want my partner in large transactions. I was always considered a good client.

Vauxhall is built on land which I gave Want £400 for, and I furnished the hotel with my own money. By his interference with Bridges, the architect, I lost £2,000, or thereabout; and Bridges afterwards brought a separate action against both of us for commission.

J. Want's interest in 21 five-room brick houses, slated, when wages were over £1 a day only cost him £370 each; and the three-roomed houses, built of same materials, I guaranteed at £150 each, in consequence of a wholesale system of robbery going on; so he did not bear any of this loss.

In Mr. Ashdown's case I was to have built a large factory and store in Bridge-street, where is now a large portion of the stone. The estimated cost was £4,000; the money to be found from sale of portions of my property in the meantime upon bills of W. Dean & Co., under the name "advance account." I was to return to England to send out the machinery and merchandise, and the gentleman written for to conduct the manufacturing department has arrived and is now in Sydney.

Glebe Point, Sydney, 15 July, 1857.

Memorandum.

John Garsed agrees to sell, and A. Ashdown agrees to purchase, the following properties, upon the terms herein after mentioned, viz. :—

	£	s.	d.
Oak Lodge, Willow Lodge, Glebe	6,000	0	0
Lavers' mortgage	600	0	0
Cooper-street, Glebe, four houses	1,200	0	0
Eggleton's mortgage	900	0	0
Canterbury Road	900	0	0
Bexley, 1,040 acres, more or less, c. 5 acres	5,200	0	0
	£14,800	0	0

The following "liabilities" to be taken by Mr. Ashdown, and paid by him:—

W. Dean & Co.	730	0	0
Promissory note, due 14th July	329	3	6
" " 11th August	1,900	0	0
" " 14th "	700	0	0
" " 14th "	500	0	0
" " 4th September	146	13	9
" " 11th October	600	0	0
" " 2nd November	2,500	0	0
R. J. Want, balance of mortgage, Glebe	1,050	0	0
Cash to be paid by Mr. Ashdown	400	0	0
	£8,855	17	3

This settlement to be in full of all previous arrangements between these parties heretofore made, except Rosherville, which alone remains as a joint adventure. Possession of Oak Lodge, Glebe, to be given on the 1st December, 1857, and no rent to be charged to that date.

JOHN GARSEED.
A. ASHDOWN.

A 21.

Received from Mrs. Sutherland this statement, on Friday afternoon, November 24th, 1865, stating that Mr. S. found it the day previous, it having been lent him in the year 1862.

PETITION AND STATEMENT OF EMMA GARSEED.

To His Honor John Nodes Dickinson, Esquire, Acting Chief Justice of New South Wales.

The humble Petition of Emma Garsed, on behalf of her husband, John Garsed, now confined in Her Majesty's Gaol, Darlinghurst,—

Respectfully sheweth:—

In March last your petitioner's husband addressed a petition to His Excellency the Governor General, praying that an investigation might be made in his case. Your petitioner left that petition at Messrs. Dean & Co.'s office, in Pitt-street, for examination. Mr. Moffat, solicitor, who was acquainted with the case of conspiracy after the voluntary sequestration, as also Mr. Humphreys, clerk to Mr. Morris, official assignee, who was engaged by your petitioner's husband to prepare a ledger from the journal and ledger kept by Mr. Pritchard at Dean & Co.'s office, on the joint account of Mr. Ashdown and your petitioner's husband. Mr. Ashdown individually had to pay Mr. Pritchard for keeping the books for nine months, at the rate of £500 per annum.

Your petitioner's husband received a reply, dated 13th April, 1860, from the Colonial Secretary, as follows:—"Petition for inquiry into the case of John Garsed will not be entertained."

Your

Your petitioner also addressed this petition to His Excellency, and left it with Messrs. Dean & Co. for examination. Mr. Stokes, in their employ, examined it, but was advised to address a short petition on the grounds of her husband's innocence. This your petitioner did, and was signed by Wm. Dean & Co., F. M. Stokes, Esq., Chairman of the Jury in the civil action, J. Carroll, Esq., principal bookkeeper of W. Dean & Co., Edwin Daintrey, Esq., solicitor. Your petitioner's husband's bankers, George K. Ingelow, Esq., Manager of the Oriental Bank, John Young, Esq., Manager of the E.S.A.C. Bank.

The bills mentioned in the agreements of the 15th July and 30th September, 1857, were discounted at the Banks named.

Your petitioner's petition was also signed by eighty-eight gentlemen, as appears at the foot hereof.

James Pemell, Esq., M.P., introduced your petitioner to the Colonial Secretary, with whom she left the petition, but has not yet received any official reply. Your petitioner prays your Honor to examine the evidence set forth in that petition, with your Honor's notes taken in the civil action *Dean & Co. v. Garsed*, tried before your Honor, in April and May, 1858; also the depositions of the witnesses taken at the Police Office; His Honor Sir Alfred Stephen's notes, and the pleadings in the case more particularly; the joint affidavit of Archibald Ashdown and Charles Pearson Pritchard, sworn and filed on 2nd March, 1858—subsequently lost, but by the exertions of your petitioner in making the necessary inquiries, it was found, in October, 1859, too late to save your petitioner's husband.

Your petitioner, therefore, prays that your Honor will read the report of the evidence published in the *Sydney Morning Herald*, the last of her husband's trial, on Wednesday, 12th October, 1859, and begs your Honor to return to her this petition, in order she may have it recommended by the principal traders of Sydney.

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

[Copy of names to petition presented 7th June, 1860.]

We recommend the prayer of the petition.

Wm. Dean & Co.	Henry Milford	L. Iredale	John Church
F. M. Stokes	Frederick Croft	L. and S. Spyer	J. R. Trecre
Joseph Carroll	Wm. P. Moffat	L. Samuel	Denis M'Encroe
Saml. D. Gordon, M.L.A.	Jno. P. Roxburgh	T. A. Boesen	Buyers & Learmonth
Henry Parkes, M.L.A.	A. H. McCulloch	P. T. Bowden	Edwd. Knox
Jno. Dunmore Lang, M.L.A.	Wm. Hellyer	J. E. Graham	Hall & Alderson
A. McArthur, M.L.A.	Richard Johnson	Purkis & Lambert	Brisco Ray
Saul Samuel, M.L.A.	Edwin Daintrey	Christopher Newton & Co.	Thos. C. Breillat
James Pemell, M.L.A.	John R. Jones	Robert Muriel	Scott & Henderson
John Lucas, M.L.A.	T. W. Bowden	E. M. Sayers	Thomas Dawson
Saml. Hy. Terry, M.L.A.	Thomas Harris	J. R. Young	Griffiths, Fanning & Co.
John Campbell, M.L.A.	James Husband	John G. Cohen	C. Furlong
Jacob Montefiore	Geo. Rattray	S. D. Merrill	Alexander Moore & Co.
Alex. Campbell	C. Broadbent	Fras. Mitchell	C. W. Keele
Daniel Egan	W. Lord	Robert Johnson	B. Buchanan
John Hosking	F. Wilson	Geo. Stabler	Peck & Fotheringham
Geo. Wigram Allen	— Thomson, Esq.	Levick & Piper	L. E. Threlkeld & Co.
Clark Irving	John Frazer	Henry Beit	Rev. Edwd. Rogers
Henry Prince	William Manson	A. Feez	R. Mansfield
G. K. Ingelow	Walter Friend	Chas. E. D. McDonald	Wm. Robert Smart
John Young	William Brown	J. B. Holdsworth	E. Salamon
A. H. Richardson	W. Kirehner	J. N. Fairhurst	J. Henderson

To His Excellency SIR WILLIAM THOMAS DENISON, Knight, C.B., Governor General in and over all Her Majesty's Australian Colonies, and Captain General and Governor-in-Chief of the Territory of New South Wales, &c., &c., &c.

The humble Petition of Emma Garsed,—

Most respectfully sheweth:—

That your petitioner is in distress, and suffering both in body and mind, and humbly prays that your Excellency will release her unfortunate husband, John Garsed, from confinement. He has now been in prison nearly seventeen months, and feels confident in her own mind that he is innocent of the charge brought against him; and as it appeared upon his trial, his documents, records of the Supreme Court, in the cause out of which the charge arose, were not produced, and His Honor Mr. Justice Dickinson's notes in that cause were inadmissible, your humble petitioner, for the sake of mercy, justice, and truth, will briefly state what her unfortunate husband could have proved had they been in evidence. He defended himself without having one original document in his possession (copies were not admissible); three documents not in evidence in the civil action, namely, draft agreement, prepared 11th August; agreement signed, and memorandum in Mr. Pritchard's handwriting; notes of evidence copied from the briefs of his counsel, Messrs. Wise and Dalley.

That your petitioner most respectfully saith that the upper garden and improvements was a portion of your petitioner's private estate, and had nothing whatever to do with the partnership arrangements between my husband and Mr. Ashdown. Your petitioner agreed to sell, and Mr. Ashdown agreed to purchase, Upper Garden and improvements, for the sum of £2,800. Conveyance is dated May 19th, 1857. Mr. Ashdown borrowed on the Upper Garden £3,000 mortgage; deed is dated May 26th, 1857. It was at your petitioner's house the partnership arrangements were entered into. Mr. Ashdown's name was not to appear, and in consequence of that arrangement your petitioner addressed a letter to her brother, Mr. T. S. Hutchinson, urging him to leave his situation in Bristol, in which he had been nine years with Messrs. Purnell & Co., tobacco manufacturers and Vinegar Works, and come to this Colony to take the management of a factory here; and before he left England to make inquiries as to the latest improvements in machinery. Your petitioner, at the same time informed her brother that petitioner's husband had made arrangements with Mr. Ashdown, and that Mr. Pritchard was to be paid £500 a year to attend to the books. Your petitioner's brother arrived in Sydney about December, 1857.

That your petitioner most respectfully saith that, until the arrival of her brother, it was arranged between her husband and Mr. Ashdown that Mr. Pritchard should keep the books at Mr. Ashdown's office, and to effect sales of property. Your petitioner's husband was to build and make improvements on some of his properties; Mr. Ashdown was to manage the finance department. Bills were accepted by her husband in favour of W. Dean & Co., for discount, and by that means Mr. Ashdown was placed in funds. The bills were drawn against properties. Each week Mr. Ashdown signed a cheque Wm. Dean & Co., to pay wages and for materials (called advance account).

That your petitioner most respectfully saith that, between the 1st day of April and the 15th July, her husband, with Mr. Ashdown's knowledge and consent, and with the assistance of moneys procured by means of bills drawn by Dean and Ashdown, and accepted by her husband, and carried the proceeds to her husband's credit, and placed him in funds thereout as her husband required it. Your petitioner's husband partly erected and finished the Commercial Chambers, Pitt-street, the Alma Inn, buildings in Bay-street, Glebe, and improved cottages at Chippendale. In the early part of July, 1857, Mr. Ashdown informed her husband that a Bank Manager had refused to renew the bills discounted in that Bank, but that at his (Ashdown's) instance he had afterwards agreed to renew for one month. Mr. Pritchard proposed that your petitioner's husband should instruct Messrs. Mort & Co. to sell some of his properties to meet the bills. Her husband refused, as he would not sacrifice his properties.

That your petitioner most respectfully saith that, on the evening of the 15th July, 1857, Messrs. Ashdown and Pritchard called at her husband's residence. Your petitioner was present part of the time. The following agreement was drawn up in the handwriting of Mr. Pritchard:—First item, open advance account, £730, ought to have been £754 18s. Both Messrs. Ashdown and Pritchard forgot the exact amount in their books.

Glebe Point, Sydney, 15 July, 1857.

MEMORANDUM.—John Garsed agrees to sell and A. Ashdown agrees to purchase the following properties, upon the terms hereinafter mentioned, namely:—

Oak Lodge, Willow Lodge, Glebe...	£6,000	0	0
Lavers's mortgage ...	600	0	0
Cooper-street, Glebe, four houses ...	1,200	0	0
Eggleton's mortgage ...	900	0	0
Canterbury Road ...	900	0	0
Bexley, 1,040 acres, more or less ...	5,200	0	0
	£14,800	0	0

The following liabilities to be taken by Mr. Ashdown and paid by him:—

Wm. Dean & Co. ...	£730	0	0
Pritchard's journal page 21, W. Dean & Co. advance account ...	£754	18	0
Promissory note, due 14th July ...	329	3	6
do. 11th August ...	1,900	0	0
do. 14th " ...	700	0	0
do. 14th " ...	500	0	0
do. 4th September ...	146	13	9
do. 11th October ...	600	0	0
do. 2nd November ...	2,500	0	0
R. J. Want—balance of mortgage, Glebe ...	1,050	0	0
Cash paid by Mr. Ashdown ...	400	0	0
	£8,855	17	3

This settlement to be in full of all previous engagements between the parties heretofore made except Rosherville, which alone remains as a joint adventure; possession of Oak Lodge, Glebe, to be given on the 1st December, 1857, and no rent to be charged to that date.

JOHN GARSED.
A. ASHDOWN.

That your petitioner most respectfully saith that the above agreement was considered by her husband, who believed that Mr. Ashdown also understood it as an arrangement for the purpose of raising money in consequence of the refusal of the Bank to renew. Mr. Ashdown then instructed Messrs. Mort & Co. to sell Oak and Willow Lodges. The deeds were to be prepared but not executed. If sold, your petitioner was to convey the property direct to the purchasers. Mr. Smart, conveyancer, received instructions to borrow money upon the property.

On the evening of the 10th August, the day before the date of the renewed bill mentioned as aforesaid, Mr. Ashdown called upon her husband, and said that he was unable to retire the said renewed bill for £1,900 in consequence of not having effected any sales of the property nor borrowed any money; but that he had seen Mr. Ingelow, Manager of the Oriental Bank, who had agreed to renew the same, and also the bill for £700 would also be renewed. Your petitioner's husband expressed his surprise at what had passed, and there appeared to be a great deal of feeling exhibited between them before Mr. Ashdown left. Your petitioner's husband promised to call upon Mr. Ashdown the following morning, and after he had seen his solicitor, would accept two bills for £1,300 each at two and three months. Your petitioner was present part of the time.

In consequence thereof your petitioner's husband gave his solicitor, Mr. Want, instructions on the 11th August to prepare, and he did accordingly prepare a draft agreement, of which the following in substance is a copy.

Agreement between Archibald Ashdown and John Garsed.

WHEREAS Archibald Ashdown purchased from John Garsed certain land and properties for the several sums hereunder written; at the time of the purchase it was agreed that Ashdown should pay the several promissory notes in the second schedule hereunder written; all the deeds and writings to remain in the hands of Mr. Want.

It was also agreed that the said A. Ashdown should be at liberty to sell the same, upon paying the proceeds respectively, on handing over the several promissory notes or an equivalent in value for such sale to your petitioner's husband, and upon payment the said R. J. Want should deliver to A. Ashdown the deeds of the land so sold.

And it was also agreed that the said lands should be sold for their respective value or thereabouts.

The first schedule above referred to.

Land and hereditaments at Bexley...	£5,200	0	0
" " at Canterbury ...	900	0	0
Land and houses, Cooper-street, Glebe ...	1,200	0	0
Mortgage from Eggleton to Garsed...	900	0	0
" Lavers to Garsed ...	600	0	0

The second schedule above referred to.

Balance of account due to Dean & Co. by Garsed ...	£730	0	0
Promissory note made by J. Garsed in favour of Dean & Co., due 14th July last, for ...	329	3	6
The like, due 14th August ...	500	0	0
The like, due 14th September next ...	146	13	4
The like, due 11th October ...	600	0	0
The like, due 2nd November ...	2,500	0	0

That your petitioner's husband, after the agreement was drawn up, took it to Mr. Ashdown's office, who approved of the same, with the exception of the following words—"Provided nevertheless that the lands and properties so sold, shall be sold for their respective value, or thereabouts," which was thereupon struck out by Mr. Ashdown with the consent of your petitioner's husband, who thereupon took it to his solicitor, Mr. Want, to have it engrossed.

That your petitioner most respectfully saith, on the morning of the 11th August, 1857, Mr. Pritchard drew up the following memorandum for her husband to take to his solicitor with the aforesaid agreement, dated July 15th, 1857, as the basis of the above draft agreement.

Copy in the handwriting of Mr. Pritchard. Mr. Holroyd, who was engaged to prosecute your petitioner's husband, admitted it to be a true copy of the original.

"A document should be prepared and signed by Mr. Ashdown, to the effect that J. Garsed shall not be called upon to pay any of the promissory notes now proposed to be given against the properties to be conveyed by him.

"2nd. A declaration of trust from Archibald Ashdown that, directly the properties are realized, the funds are to be applied to withdraw any such promissory notes not paid by Mr. Ashdown, but drawn against the properties proposed to be conveyed."

That your petitioner's husband left instructions with Mr. Pritchard to see that Mr. Ashdown signed the above agreement, accepted the two £1,300 bills in favour of Dean & Co. on the 11th August; the bills bear date the 12th. The only difference between the aforesaid agreements signed by Mr. Ashdown is in the first schedule of the draft agreement. Oak and Willow Lodge is left out in the second schedule; the two bills your petitioner's husband renewed for Mr. Ashdown, £1,900 and £700, due August 11th and 14th, are left out, also the £400 Mr. Ashdown paid on or about the 18th and 25th July to pay wages. The properties were valued at cost price; three of the properties were mortgages; for Bexley Estate, your petitioner's husband paid £5 an acre; he had sold several small farms at £15 per acre—one farm, consisting of 30 acres, he sold at £12 per acre cash to Mr. Sixmith—that was the lowest price he had sold any of the land for.

That

That your petitioner most respectfully saith, that Mr. Tompson, solicitor, first informed her husband of the value of properties having been left out in figures in the above agreement signed by Mr. Ashdown, and finding on comparison the agreement had been altered from the draft mentioned aforesaid as to place your petitioner's husband in a worse position than what he and Mr. Ashdown had previously agreed upon, and your petitioner's property was in danger of being sacrificed, your petitioner's husband then applied to Mr. Want, solicitor, to file a bill against Mr. Ashdown to restrain the sale of Oak and Willow Lodges, and to amend the contract, but Mr. Want refused to act, stating he was acting for Mr. Ashdown, and that he made it a rule not to act for two clients in the same case. Your petitioner's husband then called upon Mr. Ashdown to resell, and offered to place him in funds to pay all his liabilities in the terms of the aforesaid agreement, dated July 15th, namely, corrected account, the sum of £8,830 15s. 3d., provided he took a transfer of the mortgages as cash. At first Mr. Ashdown agreed to the terms of your petitioner's husband, but when he found your petitioner's husband was prepared to pay him, Mr. Ashdown refused to resell, except he had a profit of £2,000. Your petitioner, as likewise his solicitor, advised him not to pay it, but against this advice, your petitioner's husband paid that sum, which your petitioner's husband has called and still calls a bonus of £2,000, hence resulted the following agreement of the 30th September, 1857.

(Copy in substance.)

MEMORANDUM of agreement made and entered into this 30th day of September, 1857, between Archibald Ashdown and John Garsed.

Whereas the said John Garsed has lately sold Archibald Ashdown, *inter alia*, certain pieces of land and hereditaments, and the said John Garsed has agreed to repurchase, and the said Archibald Ashdown to resell the same for the sum of £9,830 15s. 3d., and that the said sum of £9,830 15s. 3d. shall be paid and secured by John Garsed to Archibald Ashdown in the manner following:—

	£	s.	d.	£	s.	d.
First paragraph—John Garsed shall pay Archibald Ashdown sterling money	5,650	0	0			
Second paragraph—John Garsed shall convey to Archibald Ashdown a piece of land, situate at Canterbury Road—Archibald Ashdown shall consider a cash payment of...	900	0	0			
Third paragraph—John Garsed shall transfer to Archibald Ashdown Eggleton's mortgage, Archibald Ashdown shall take as a cash payment of	900	0	0			
Fourth paragraph—John Garsed shall transfer to Archibald Ashdown, Lavers' mortgage, Archibald Ashdown shall take as a cash payment of	600	0	0			
				8,050	0	0
Fifth paragraph—The sum of £1,780 15s. 3d., residue of the said purchase, or sum of £9,830 15s. 3d., shall be secured in manner following, that is to say:—the sum of...	600	0	0			
part thereof secured by a mortgage for £1,100 upon the "Russell's Arms," Archibald Ashdown covenanting with John Garsed to pay off £500 now charged thereon, with all interest to accrue from date of the said mortgage to Archibald Ashdown, the sum of	500	0	0			
further part of £1,780 15s. 3d. shall be secured by a mortgage upon the Newtown Foundry; and the sum of	680	15	3			
				1,780	15	3
				£9,830	15	3

£680 15s. 3d., residue of the said sum of £1,780 15s. 3d., shall be secured by the promissory note of John Garsed and deposit by way of equitable mortgage of deeds relating to land.

Witness—R. J. WANT.

A. ASHDOWN.

The above agreement is in full satisfaction and discharge of all previous agreements, or understandings relative to the sale or purchase of the above properties between the above parties.
September 30th, 1857.

A. ASHDOWN.

By adding the £500 to be paid by Ashdown, it will make the sum of £10,330 15s. 3d.
The following is a verbatim copy of the settlement of the 30th September as entered in Pritchard's journal, kept at Ashdown's office.

Sydney, September, 1857.

	£	s.	d.
Ashdown to sundries, £10,330 15s. 3d., for the purchase money of the properties as enumerated on page 23 of this book, agreed to be paid in the manner following, as provided for and detailed in the memorandum of agreement between J. Garsed and A. Ashdown, dated 30th September, 1857. To cash	5,650	0	0
Amount paid in cash by J. Garsed to A. Ashdown— To Canterbury Road land account	900	0	0
An absolute sale of this property to A. Ashdown, to be conveyed to him and be taken as cash for £900— To Eggleton's mortgage	900	0	0
Absolute assignment of this mortgage to A. Ashdown, and taken by him as cash for £900— To Lavers' mortgage	600	0	0
Absolute assignment of this mortgage to A. Ashdown, and taken by him as cash for £600— "Russell's Arms"	1,100	0	0
for a mortgage on this property, dated 30th September, 1857, bearing interest at the rate of 8 per cent. per annum for three years from this date; the said A. Ashdown to pay off a certain sum of £500 now charged thereon, in favour of E. Salamon, and due on 22nd January, 1858.			
To Newtown Foundry	500	0	0
for a mortgage on this property to A. Ashdown, bearing interest at 8 per cent. per annum, as before mentioned, for the sum of £500.			
To bills payable	680	15	3
	£10,330	15	3

for amount of J. Garsed's promissory note due 6 February, 1858, and secured by an equitable mortgage and deposit of deeds of certain land situated at Bligh Terrace, Newtown, near Sydney.

Pritchard examined on the journal and ledger kept by him at Dean & Co.'s office refers to entries at page 20; this is the £6,000 that Ashdown purchased. All entries subsequent to £6,000 on or after October, 1857, I entered it after everything was closed: I ceased acting for Garsed: I held Ashdown to his agreement of nine months at £500 per annum; bill for £680 15s. 3d. from Garsed to Dean & Co., entered in October, 1857, after the agreement and writing were given; I entered it to Ashdown; looks at page 34, ledger; bills payable; it is an account showing what bills were payable; bill for £680 15s. 3d., Garsed in favour of Wm. Dean & Co., entered payable to Ashdown; there are entries of bills to Dean & Co. in same page; interest at Bank to Ashdown personally (meaning the discount of bill for £680 15s. 3d.)

Mr. Ashdown produced at your petitioner's husband's trial an account current, and said it was a copy of an account delivered to her husband in red ink by Mr. Pritchard, on the 24th September, 1857.

The

The following account current is correct copy in figures and properties:—

Dr.	Liabilities to Wm. Dean & Co.	£	s.	d.	£	s.	d.	Paid by Mr. Garsed in manner following	£	s.	d.	£	s.	d.
1857.														
	Balance of account rendered	754	18	0								7,830	15	3
	Acceptance due, 14th July, 1857	329	3	6										
	July 16th and 24th, cash for cheques, (see receipts)	400	0	0				1st paragraph, sterling money	5,650	0	0			
	Acceptance due 14th August	500	0	0				3rd do. Eggleton's mortgage, cash payment	900	0	0			
	" 4th September	146	13	9				4th paragraph, Lavers' mortgage, cash payment	600	0	0			
	" 15th October	1,300	0	0				Out of 5th paragraph, bill in dispute	680	15	3			
	" 2nd November	2,500	0	0								7,830	15	3
	" 11th October	600	0	0										
	" 15th November	1,300	0	0										
					7,830	15	3							
	Liability to A. Ashdown				2,000	0	0	Ashdown's statement, liabilities to W. Dean & Co.				7,830	15	3
								Ashdown's £2,000, paid by Mr. Garsed in manner following:—						
								2nd paragraph, land at Peter-sham as cash	900	0	0			
								Out of 5th paragraph, mortgage on "Russell's Arms"	600	0	0			
								Out of 5th paragraph, mortgage on Newtown Foundry	500	0	0			
												2,000	0	0
												£9,830	15	3

Your petitioner's husband never heard of the account until his trial before his Honor Mr. Justice Dickinson.

Mr. William Dean never heard of the above account until he was examined upon it. (Criminal Jurisdiction.)

Pritchard's evidence in the civil action:—The list of liabilities on the 24th September, 1857, was gone through by me and Garsed; it differed from this in one particular (meaning the aforesaid agreement, dated 15th July, 1857), the £1,900 and £700 by two £1,300 bills, and there was a sum of £24 18s. added for interest (meaning interest on the renewals); I was not asked to copy this in red ink.

Mr. Ashdown's evidence in the civil action:—There was an arrangement that my name should not have appeared; dishonored bill due 11th August, 1857; my cheque was drawn for £1,900 not until the 12th; might have been the 13th; it was dated the 11th August, 1857; copy of the depositions from Attorney General's Office.

Mr. Ashdown's evidence at Police Office:—I paid all the notes at maturity, between the 15th July and 30th September; the bills for £1,900 and £700 were retired by fresh ones given by Garsed; those bills, according to the agreement of the 15th July, 1857, became a liability of my own; two notes, renewed by Garsed, were given to Dean & Co. as between Garsed and self; I only was liable and not Dean & Co.; you must add £24 18s. to correct the first item mentioned in the account of 15th July, 1857, viz., £730 to £754 18s.; the bills making up the £7,830 15s. 3d. are all paid.

That your petitioner most respectfully and humbly saith that her husband made out an account current in answer to Mr. Pritchard's statement, showing the sum of £219 4s. 9d.; the sum of £680 15s. 3d., represented by bill of exchange, drawn on 3rd October, at four months date, due 6th February, 1858; that bill formed part of a sum of £9,830 15s. 3d. of agreement entered into between her husband and Mr. Ashdown, dated 30th September, 1857.

Mr. Ashdown's evidence:—I engaged Pritchard to look after the accounts between Garsed and self; the books were kept in an office at Dean & Co.'s; the firm did not pay Pritchard's salary; all cheques paid Garsed on my private account, excepting one for a small amount; I signed W. Dean & Co.; I never took from Garsed any bills in my own name except two for £50 each on account of Pritchard's salary; that was long after the 30th September, 1857.

By agreement, dated 15th July, 1857, corrected account in Pritchard's journal, deducting the liabilities in second schedule from the value of the properties sold in the first schedule leaves a balance of £5,919 4s. 9d.; in Mr. Pritchard's journal, in settlement of September agreement, to balance his books, he has to carry to capital stock £3,919 4s. 9d; the difference between the two amounts, leaving the £2,000 which your petitioner's husband calls a bonus, as it represented nothing.

Copy of Garsed's Account.

Fourth agreement, 30th September, 1857.

	£	s.	d.
Amount of Ashdown's liabilities by agreement, July 15th, 1857, after deducting the sum of £1,050, Garsed paid Want	7,830	15	3
Ashdown fails to carry out this agreement; Garsed takes the matter into his own hands, and gave him a surplus of	2,000	0	0
	£9,830	15	3

This sum will constitute the amount mentioned in the agreement between Garsed and Ashdown, dated 30th September, 1857, viz:—

1st paragraph, sterling money	£5,650	0	0
2nd do. as cash payment of	900	0	0
3rd do. do.	900	0	0
4th do. do.	600	0	0
	8,050	0	0
Deduct Ashdown's liabilities	7,830	15	3
Leaves balance of	219	4	9
5th paragraph paid by two mortgages, and bill secured	1,780	15	3
	£2,000	0	0

The difference between this amount, £8,880 15s. 3d., and the £8,855 17s. 3d. mentioned in the agreement of 15th July, 1857, is that in that agreement the open account to Dean & Co. is taken at £730, and after that date is corrected by Pritchard in journal, page 21.

Before the trial in the civil action your petitioner's husband engaged competent accountants to examine the correctness of the accounts in Pritchard's books, and pronounced that the bill was payable to Ashdown only. Their evidence was not admissible in the action.

Ashdown at the Police Court states:—Dean & Co. was to have the cash, Eggleton's mortgage £900, Lavers' mortgage £600, balance due by Garsed's bill.

£2,000; I was to have the Canterbury land for £900, mortgage on "Russell's Arms" £600, mortgage on Newtown Foundry £500; I thus accepted the £2,000.

Your petitioner's husband had several accounts kept in Wm. Dean & Co.'s books. It appeared at the examination (criminal jurisdiction) of the books of Wm. Dean & Co., advance was advance against securities; one was balanced by £12 odd, written off, one was called "open advance account," the other "Glebe building account," between Ashdown and Garsed; two other accounts called by your petitioner's husband "general and special account."

Bank

Bank clerk produced W. Dean & Co.'s cheque in retirement of the bill for £680 15s. 3d. The bill bears date 3rd October, 1857, discounted at London Australian Chartered Bank 6th November, due 6th February, 1858, and retired 8th February, 1858.

Bank clerk of the English, Scottish, Australian Chartered Bank produced cheque drawn by John Garsed for £2,500 in retirement of a bill in favour of Wm. Dean & Co., and accepted by your petitioners, due 2nd November, 1857. (See agreements.)

There are five properties mentioned in the agreement before referred to.

Joseph Carroll, bookkeeper to W. Dean & Co., being sworn, in answer to questions in the examination of W. Dean & Co.'s books:—The bill £680 15s. 3d. first appears in their books to the credit of advance account on 13th October, 1857, again charged to general account, 20th February, 1858; balance of £12 odd was written off to balance the advance account after the credit of the bill; neither does this bill balance general account; in a book called the waste book advance account £2,683 18s. 10d. for sundries; that appeared the only entry in that book; another entry in one of the books debit John Garsed, Glebe account (meaning A. Ashdown's building account), transfer May 27th, 1857:—

	£	s.	d.
Amount paid Want	200	0	0
Transfer entry, 29th	181	13	4
July 18th, acceptance retired	202	5	6
September do.	700	0	0

It is not usual in Dean & Co.'s books to credit a bill when received to one account, and when due and dishonored and paid by them to debit another account; I have known it done when there has been an understanding between the parties; it is not the usual practice of Dean & Co. to hold over a bill of such an amount as this for so long a time before discounting it, when they discounted it at all.

The bills are generally sent to the Bank for discount shortly after receiving them.

Your petitioner's husband asked the witness whether Mr. Ashdown had any account in Dean & Co.'s books in connection with him. If not, did he in any way or at any time charge himself, or was he in any way or at any time charged in his private accounts with his partner Dean. Witness stated the open advance account bill due 2nd November, 1857, for £2,500, paid by Garsed's cheque, is settled in the following manner:—Eggleton's mortgage, £900; Newtown Foundry, £500; "Russell's Arms," £1,100; Lavers' mortgage, £600, passes to Glebe building account; also Petersham land to Ashdown. The last-mentioned land has a frontage of 950 feet or thereabouts to the Canterbury Road, near Petersham Station, then about building.

The following are the affidavits in substance in the case:—

Your petitioner's husband's solicitor, Mr. Thompson, took the opinion of Mr. Wise for defence on equitable grounds. Affidavit dated 26 February, 1858, sworn by John Garsed.

Before the commencement of this suit Garsed and Ashdown were in partnership together in various transactions. In settlement of these transactions (except Rosherville) Garsed gave Ashdown a bonus of £2,000, of which £680 15s. 3d., the amount of bill of exchange, forms part.

The said bill of exchange was drawn by Dean & Co., and was at the request of Ashdown accepted by Garsed.

Garsed gave security upon land belonging to him, and requested Dean & Co. to sell his interest in Rosherville House and grounds, and to apply the proceeds towards payment, and Ashdown has promised repeatedly so to do, but never did.

Rosherville House and grounds and the other land on the 3rd October last were of greater value than the amount of said bill of exchange.

An application was made by Dean & Co. to take the above plea off the file, on the grounds disclosed in the joint affidavit of Ashdown and Pritchard.

Affidavit dated 2nd March, 1858, sworn by Ashdown and Pritchard in substance.

Archibald Ashdown, for himself, says:—"I never was in any partnership transactions with Garsed. The only joint transaction in which I was concerned with him being the purchase of a place called Rosherville and the erection of buildings thereon."

Garsed never gave me a bonus of £2,000. The settlement of the transactions mentioned in Garsed's affidavit was made by an agreement, of which the above is a copy, dated 30th September, 1857, and which agreement was, in fact, a mere repurchase by Garsed of properties previously purchased by me from him.

The title-deeds of some property of the said John Garsed were handed to Dean & Co. as a collateral security for the due payment of the said sum of £680 15s. 3d.

The title-deeds of the said Rosherville estate have been in my hands since the month of April last, as the joint owner of the same with Garsed, but I never promised Garsed to sell the same and apply the proceeds towards the payment of the sum of £680 15s. 3d.

I believe Garsed is making away with his property for the purpose of evading payment of this bill of exchange.

Chas. P. Pritchard saith:—"I have been fully acquainted with the whole of the transactions between Garsed and Ashdown, and have been employed by them to make up the accounts."

The said A. Ashdown never was in partnership with Garsed, and never had any joint transactions with him, except Rosherville.

The bill of exchange for the sum of £680 15s. 3d. did not form part of a bonus of £2,000, but was the balance found to be due on the accounts between the said Ashdown and Garsed.

Your petitioner's husband replied by affidavit to the above joint affidavit of Ashdown and Pritchard, setting out an account current and the correspondence.

That your petitioner most humbly and respectfully saith, on the third day of March His Honor Mr. Justice Dickinson held that her husband's plea amounted to a plea of want of consideration, and refused the application. After the plaintiffs had joined issue Archibald Ashdown, on the 31st day of March, preferred an information of perjury against your petitioner's husband.

Your petitioner's husband appeared on Wednesday, April 7th, 1858. Mr. Ashdown was represented by Mr. Holroyd, with Messrs. Roberts & Want; your petitioner's husband by Mr. Wise and Mr. Tompson.

Bench declined to enter into the case.

Ashdown and Pritchard's affidavit was lost after it was filed, and not found until October, 1859.

From that time your petitioner's mind has never been at rest; he risked the whole of his large capital in defending the truth, besides the greater portion of your petitioner's.

The cause was tried by His Honor Judge Dickinson, on the 22nd, 23rd, 24th April, and the 18th, 19th, and 20th May. Evidence and summing up in favour of your petitioner's husband. His Honor, during the trial, ruled Dean & Co. were bound by the journal and ledger kept by Pritchard, at Dean & Co.'s office.

Messrs. Daintrey & Williams (solicitors); evidence not admissible. Jurymen retired about three hours, and returned verdict for the plaintiffs.

(Cottages at Chippendale.)

Deed of trust from J. Garsed to A. Ashdown, dated 18th March, 1857. (Extract from.)

"Upon trust as to one equal undivided moiety or half part thereof for the said Archibald Ashdown, his heirs or assigns, or as he or they shall direct; and as to the other equal undivided moiety or half part thereof, for him the said John Garsed, his appointees, heirs, and assigns."

On or about the 1st day of January, 1857, Mr. Ashdown induced your petitioner's husband to enter into a joint speculation with him at Onion's Point, afterwards called Rosherville. The cost your petitioner's husband had been put to upon his share up to the date of the bill of exchange for £680 15s. 3d. was £650, or thereabouts; and he requested Mr. Ashdown to sell his interest towards retiring the said bill.

Your petitioner saith whatever arrangement Mr. Ashdown had made personally with Mr. Dean, respecting Chippendale cottages, your petitioner is positive her husband had nothing whatever to do with Dean and Ashdown in any of his partnership arrangements. Your petitioner's husband purchased at auction, February 18th, 1857, Chippendale cottages, on the joint account between Mr. Ashdown and your petitioner's husband. About June, 1857, your petitioner's husband, to assist Mr. Ashdown, agreed to purchase Mr. Ashdown's interest in Chippendale Cottages for £700, and that Mr. Ashdown was to retire at maturity an accommodation bill her husband accepted for him for that amount on 3rd March, 1857, at six months, due 6th September; and that your petitioner further saith, Mr. Ashdown was a constant visitor at her husband's residence—Glebe. That about June your petitioner's husband was angry with Mr. Ashdown for having prevented him carrying out a written contract in
Mr.

Mr. Dean's handwriting, wherein Mr. Dean and her husband had agreed to build some small stores in Sussex-street. Your petitioner's husband called upon Mr. Ashdown to state his objection. (Mr. Dean at this time had instructed Mr. Storey to prepare plans, &c.) Mr. Ashdown stated Mr. Dean had no money except in the business, and he would not allow him to draw any out for speculation, and mentioned other objections. Your petitioner's husband declined to carry out his arrangement with Mr. Dean without any explanation as to the true cause. Your petitioner's husband then learned for the first time Mr. Ashdown had not explained to Mr. Dean the true nature of his joint partnership arrangements with your petitioner's husband. Mr. Storey claimed from Mr. Dean £100 for drawing plans; Mr. Dean paid him £50 in full satisfaction. (Contract in evidence—Criminal Jurisdiction.) Mr. Dean in his evidence states he paid Mr. Storey £50. This was the cause why your petitioner's husband required Mr. Ashdown to sign a third agreement in August; when your petitioner's husband found Mr. Ashdown was not able to retire a bill for £1,900 until he had either sold or borrowed upon your petitioner's or her husband's properties for security, it was necessary for the title-deeds to remain in his solicitor's hands.

Your petitioner further states, after repeated applications to Mr. Ashdown and Mr. Pritchard, subsequent to 30th September, 1857, the books were not returned until on or about the 22nd December, 1857. Your petitioner's husband's clerk, in making up those books to close the year, called his attention to several false entries and erasures. Your petitioner's husband had the books closed immediately, and instructed two competent accountants to examine them; they were each engaged about a week. For example:—Messrs. W. Dean & Co.'s account current delivered—one entry.

April 28th, 1857—To auction purchase, timber	£56	7	0
Do. do.	90	6	9
			146 13 9
Cr. June 1st—By bill due 4th September			146 13 9
In Mr. Pritchard's journal is the following entry:—Page 15, on erasure, April written—			
Bills payable—No. 11, at 11 months, due 4th September, 1857			146 13 9
Subsequent to the above entry erasure April written—			
Page 16—Capital stock	700	0	0
To William Dean & Co.			

For the purchase money, balance of Chippendale cottages repaid on 1st April, 1857, when the valuation of the property was made.

In journal (page 5) is the following entry:—

Chippendale cottages—an undivided half-share	£700	0	0
--	------	---	---

At the trial of your petitioner's husband in the civil action, the above deeds and documents her husband put in evidence in the handwriting of Mr. Ashdown, and Mr. Pritchard proved her husband's partnership with Mr. Ashdown and not Dean and Ashdown.

Mr. Ashdown's evidence (civil action), in March, 1857—Garsed said he would erect me a house in Upper Garden land, Glebe, at cost price, and that he would purchase the remaining half of W. Dean & Co.'s interest in the Chippendale properties for £700, which amount was agreed to be taken as part payment of the building to be erected. This was the inducement of my going into the arrangement of 26th March, 1857.

Cross-examined by Mr. Wise.—I had something to do with Chippendale properties, so had Garsed; I was at one time entitled to half interest; Dean & Co. had a second mortgage over the cottages; Mr. Williams was solicitor in that business for the firm; I saw Garsed before sale; Mr. Roxburgh, of the firm of Want & Co., prepared a memorandum saying I did purchase; Dean & Co.'s books will not show Garsed's debt to that firm in September, 1857; our books at that time show a balance of £754 18s., and overdue bill for £329 3s. 6d. and £150 and £250, payment provided in 15th July, 1857 agreement; the deed dated 30th September, 1857, meant myself; I had no account opened in Dean & Co.'s books when the property was conveyed; there is no entry of £2,000 in Dean & Co.'s books; my private accounts I keep in Dean & Co.'s books; I have no account showing the whole of the transactions between me and Garsed; there was no account kept showing how the balance was to be struck between us.

(Copy in Mr. Ashdown's handwriting.)

Mr. John Garsed, Willow Lodge, Glebe.

Dear Sir,

Macquarie-street, Sydney, 4 April, 1857.

I beg to acknowledge the receipt of your letter of yesterday's date with reference to the erection by you for me of a dwelling-house and out-offices, in accordance with the plans and specifications of the architect, C. S. Storey, Esq., upon the land I have recently purchased from you, situate at the Glebe, and in reply hereby agree to the terms therein stated.

I am, &c.,

A. ASHDOWN.

The above is in reply to the following letter:—

Mr. Archibald Ashdown, Macquarie-street.

Dear Sir,

Sydney, 3 April, 1857.

In consideration of the sum of £2,900 (two thousand nine hundred pounds) sterling to be paid to me in the manner hereinafter stated, I hereby engage and agree to erect, build, and complete, in a proper workmanlike manner, and of the best materials, a dwelling-house and out-offices for you, upon the land situate at the Glebe, and recently purchased by you from me. Such buildings to be erected with all reasonable despatch, and to be in accordance with the plan and specifications and under the direction and supervision of the architect, C. S. Storey, Esq., and to be fully completed to his satisfaction within six months from this date, unless unusual inclemency of the weather prevents.

Payment of the above sum to be made in sixteen weekly payments of £100 (one hundred pounds) each, and the residue during the progress and upon the completion of the works.

I remain, &c.,

JOHN GARSED.

Opening of Mr. Pritchard's journal.

April, 1857.

Sundries to capital stock, corrected account (page 14) in journal.			
Freehold and leasehold properties, and mortgages to the value of £3,700			
(one property not valued)	£38,370	0	0
The above amount does not include bills receivable, cash stock, book debts,			
carriage, horses, and furniture, to the value of about £4,000	4,000	0	0
Capital stock to sundries secured—			42,370 0 0
Mortgage debts—Mr. Croft	2,166	1	0
Emma Garsed, mortgage debts—Mr. R. J. Want	4,250	0	0
Mortgage debts—Mr. C. Irving	4,000	0	0
Emma Garsed, mortgage debts—Mr. Eales	1,200	0	0
Cash credit, Oriental Bank	1,500	0	0
Bills in favour of W. Dean and Co.	3,200	0	0
			16,316 1 0
£700 due 14th August, 1857; £2,500 due 8th July, 1857.			
Capital stock to sundries not secured includes bills payable and open			
accounts	1,600	0	0
			17,916 1 0
			£24,454 0 0

Surplus of capital—April 1st, 1857.

In Mr. Pritchard's journal, page 2, upper Garden valued at

Having a frontage of 230 feet to the Hereford Road, stables for three horses, coach-house, men's rooms over, constructed of brick and stone, fowl house, built in circular form of brick, coal shed, piggery, summer-house, plate-glass green-house, gardener's house, stone boundary-wall and capital garden—the best portion of the property.

2,800 0 0

Page 13 in journal—			
A. Ashdown	£	s. d.	
	2,800	0 0	
To upper garden, for the purchase money of this property—			2,800 0 0
R. J. Want to A. Ashdown	3,200	0 0	
			3,200 0 0
For amount of original mortgage, transferred to latter (as agreed)	3,200	0 0	
To cash paid former, this date	200	0 0	

Your Petitioner's husband gave Mr. Ashdown credit for £400 off his house account as cash paid, being the difference between £2,800 and £3,200.

Copy in Mr. Ashdown's handwriting in evidence at the civil action (not in criminal jurisdiction).

Mortgage to Want on the entire Glebe property for £4,250 at 5 per cent. for two years.

A.A. purchased a portion of the above property for £2,800, which was duly conveyed and released to Want.

A.A. then borrowed and secured by mortgage on his purchase £3,000, which £3,000 with a cheque for £200, in all £3,200, was paid to Want in part liquidation of the mortgage for £4,250, leaving the sum of £1,050 with accrued interest remaining due upon the balance of the property.

Cr.

By interest on purchase at Glebe, from 2nd April to 1st June (say two months) on £2,800 at 5 per cent.	£23 6 8
October 3rd, 1857.	

Accommodation bill for £700, drawn against Chippendale cottages, March 3rd, due 6th September, 1857, and the £200, amount paid Mr. Want, 27th May, 1857, the difference between £2,800, amount of purchase of upper garden, and the £3,000, Mr. Ashdown's mortgage to Mr. Want, are the two items beforementioned in Mr. Carroll's evidence, transferred to the Glebe building account.

Shortly after Mr. Ashdown's purchase of the above property, having a frontage of 230 feet to the Hereford Road, by a depth of about 200 feet, the Pymont Bridge Company required a depth of 7 feet to widen the road. Mr. Ashdown engaged two surveyors to value the property, and the lowest compensation Mr. Ashdown agreed to take was £1,000.

Mr. Ashdown, in his evidence at criminal jurisdiction:—He paid Mr. Want, the mortgagee of the above property, £2,800; Garsed built him a house on that property. The upper garden was only worth £800 or £1,000; he claimed from Garsed £2,000 out of the £2,800 he had paid Mr. Want.

Messrs. M'Kechnie, Daintrey, and R. J. Want's evidence at the Police Office were not in evidence in the civil action and joint transactions not admissible at your petitioner's husband's late trial.

Andrew M'Kechnie, on his oath, saith:—I am one of the clerks of the Supreme Court; I produce the proceedings in the said Court in a case of William Dean and Archibald Ashdown, against John Garsed.

By defendant: I have not got an affidavit sworn before Mr. Pownall on the 2nd March, 1858, by Mr. Pritchard and Mr. Ashdown; if it had been sworn and filed in the case of Dean and Ashdown against Garsed and was in its proper place, it would be with the papers produced; there would be no record kept of any such affidavit having been filed; I said yesterday that there was an affidavit missing, and I say so again; I won't swear I never saw the affidavit; but I don't remember having seen it.

Edwin Daintrey, on his oath, saith: The affidavits, exhibits B and D, were sworn by defendant, John Garsed, before me on the 26th February and the 3rd March, 1858, in a case in which William Dean and Archibald Ashdown were the plaintiffs, and John Garsed the defendant.

By defendant: In December, 1857, I think that Garsed and Ashdown came to my office together; some conversation was commenced between them; I think Garsed asked Ashdown if he had sold Rosherville; I believe Ashdown said it was a bad time to sell, because of the elections; on one occasion Pritchard came to me, and offered to sell me some property either as agent for Ashdown or Garsed; Pritchard said something to the effect that Garsed had at last given, or was to give, Ashdown a bonus of £2,000; that both Ashdown and Garsed acknowledged in effect that Pritchard was their agent; Pritchard spoke of the bonus as a matter under negotiation between Ashdown and Garsed; I am sure Mr. Pritchard told me Ashdown took all the securities in the deeds as cash; Mrs. Garsed was called on to bar her dower; Constable had mortgaged to Garsed—I think that security represented £900; that was a sale out and out; there was a mortgage of Lavers's for £600; mortgage on the Newtown Foundry, £500.

By Mr. Holroyd: I believe that the conveyance of the Petersham property, Lavers' mortgage, and the mortgage on the Newtown property, was to Ashdown alone, and not Dean and Ashdown; I think I recollect transferring the Russell's Arms more than once.

Randolph John Want, on his oath, saith: In September, 1857, Mr. Pritchard and Mr. Ashdown were at my office about Garsed's matters, when Garsed came in; I never acted for Garsed in the settlement of the agreement of the 30th September, 1857; I had previously acted for Garsed in reference to the properties; I told Garsed I would not act for two parties; when the substituted agreement took place by which £2,000 was fixed as coming to Ashdown, I believe the deeds were then charged to Garsed; a mortgage of £1,050 was owing to me; I received that money; Ashdown said to Garsed, "How must I have the £2,000 paid?" Garsed said there were plenty of properties for him to choose from; Eggleton's property, I think, was named as one of the properties to be given; a bill was to be given by Garsed to Ashdown in settlement of the balance due between the parties; an amount due to Ashdown or Dean and Ashdown remained unsecured, and it was agreed that a bill was to be given for it.

Mr. R. J. Want having left the Colony about December, 1857, and did not return until the following November; his recollection was confused respecting matters at issue between your petitioner's husband and Mr. Ashdown; but when the agreement dated September 30th, 1857, was placed in Mr. Want's hands—the last question Mr. Holroyd asked Mr. Want—his answer was as follows:—A bill was to be given for the balance by Garsed to Ashdown at a short date, payment of which was to be secured by depositing the deeds.

By defendant: I am the attesting witness to the agreement dated September 30th, 1857; I think the agreement as far as it goes contains the understanding between the parties on the 30th September; it contains nothing false that I know of; I do not know whether all the terms of that agreement were fulfilled on both sides; I think the parties met several times about the matter; I will not undertake to speak to expressions used in September, 1857, by the parties; of all that I have stated I have a clear recollection; at the time of that conversation the actual balance had not been ascertained; as far as the agreement goes it contains the result of all those conversations.

Frederick Michael Stokes, on his oath, saith: I recollect a case being tried about April and May last, between Dean and Ashdown against Garsed; I was one of the jurymen; the action was brought on a bill of exchange; I cannot say how Garsed said he had paid that £2,000; Garsed said the bill of exchange for £680 15s. 3d. did form part of the bonus to Mr. Ashdown of £2,000; I know the Newtown property and Russell's Arms were mentioned by Garsed, but I do not recollect that they were mentioned as representing part of the £2,000; a great number of papers were put in before the Jury; the one marked "I" was not put before the Jury.

By defendant: I am in William Dean's employment; I have known Mr. Dean for many years; have had transactions with him amounting to a considerable amount.

Your petitioner most humbly and respectfully saith not one of the great number of papers of her husband's exhibits, records of the Court in the civil action, were in evidence at his trial in the criminal jurisdiction. Your petitioner's husband struggled for seven days endeavouring to have them in evidence. Mr. Stokes was personally served with a subpoena to produce Wm. Dean & Co.'s books and exhibit the entries made in connection with those books, kept by Mr. Pritchard at Messrs. Dean & Co.'s office. Mr. Stokes did not attend with Mr. Carroll. Mr. Dean sent the firm's books with Mr. Carroll. After being examined, Mr. Dean & Co.'s books corroborated her husband's statement. Mr. Holroyd objected to the books being in evidence, on the grounds that Mr. Carroll was not in the employ of Dean & Co. at the time the entries were made—objection sustained. Your petitioner called on Mr. Dean, that gentleman personally attended, and stated that Mr. Carroll was well acquainted with their system of book-keeping.

Mr. Ashdown's evidence:—

In the Supreme Court:—The actual amount of Garsed's debt to Dean & Co., £9,930 15s. 3d., the difference between that and £10,000 I agreed to make up in money; the advance account means advance against securities; I was to get the benefit of 15 July, 1857, transaction on paying bills endorsed by the firm; my services were those rendered

rendered to Garsed by Pritchard's frequent consultations to carry out the arrangements; Pritchard, Garsed, and I had constant communications; the Pymont Bridge Company proposed to make a road; I got surveyors to value the Upper Garden.

At the Police Office:—Mr. Daintrey prepared the deeds—Petersham property £900, Foundry £500, "Russell's Arms" £600, Lavers' mortgage £600; the machinery referred to in letter dated 3rd February, 1858, was the machinery at Rosherville; Garsed did not say the £219 4s. 9d. was in excess of Dean & Co.'s account—that sum was never paid in excess—it was not paid either in cash or any other way; there was not a fresh agreement between Garsed and self on 11th August, but a letter passed; I got all the items in agreement of 30th September, 1857; those amounts operated as a complete discharge of the £9,830 15s. 3d.; I do not come here to impeach the agreement.

The following is a copy of a letter from Garsed to Ashdown:—

"A. Ashdown, Esq.,

"My dear Sir,

"Glebe, 14 December, 1857.

"With regard to Rosherville property, if you think well that the property should be sold by auction I am willing, and that the account be thus closed I am prepared to submit to a loss, and indeed should prefer it to having the adventure kept open much longer. I am now much inconvenienced by want of my account books in Mr. Pritchard's possession; will you direct him to had them over to Mr. Wilson, that the accounts may be posted up and balanced? I have before asked for them through Mr. Wilson, and Mr. Pritchard promised to send them over, which he has not done. I have no secrets in my books, and it is necessary, now especially as I have closed the joint accounts with Mr. Want and others, to balance them up correctly, which I cannot do whilst you retain them.

"As there will be a considerable balance in my favour I want to ascertain our position that I may settle with you the amount I promised you towards your expenses for Mr. Pritchard's services, and what may be due to Mr. Storey, who claims commission on the Rosherville, £25.

I remain, &c.,
"JOHN Garsed."

That your petitioner's unfortunate husband was found guilty and sentenced to be imprisoned for twelve months for a cross entry made by Mr. Wilson in Mr. Pritchard's journal, in December, 1857.

Mr. G. L. Wilson's examination at the Police Office:—Garsed told me to get the books from Dean & Co., and write them up; I had the books seven or eight days; I find an entry cash dr. to Smithson, £300; Smithson dr. to cash; the above repaid books were made up to close the year 1857; balance in Garsed's favour, £14,423 15s. 3d.

The following is copy letter:—

"A. Ashdown, Esq.,

"Dear Sir,

"Glebe, 11 January, 1858.

"Have you done anything with Rosherville? I am very anxious to have this account closed, and that the proceeds should go towards the pro. note now running.

JOHN Garsed."

That your petitioner's husband received no reply to his last letter he addressed to Dean & Ashdown on the 3rd February, 1858, to know if they had sold any land or machinery towards retiring the said bill of exchange. This letter was the only letter produced against her husband. Mr. Ashdown was called to produce all correspondence; he did not produce her husband's copies not admissible. Mr. Pritchard left the Colony on the 9th of December, 1858; at the time he was insolvent; his Official Assignee, Mr. Adam Wilson. The red ink account, in Mr. Pritchard's handwriting, before referred, was in possession of Mr. Adam Wilson at the time Mr. Pritchard left the Colony; refers to bills payable not included in Mr. Ashdown's liabilities.

That your petitioner most respectfully saith, that after the trial in the civil action her husband's counsel certified for a new trial; but in consequence of affidavits sworn by Messrs. Ashdown and Dixon, her husband had to find further security to the satisfaction of Mr. Ashdown and his attorney. Bexley, land, house, and orchard, unincumbered, were offered, and also refused, and all other securities refused. Her husband had at this time sacrificed half his capital in defending the truth, and to protect the remainder and to avoid actions for fictitious debts he voluntarily sequestered his estate, first paying what he conscientiously believed his just debts, with the exception of a small amount not ascertained, by the advice of his solicitor, Mr. Tompson, who prepared her husband's schedule at your petitioner's residence, stated to meet the regulations of the Insolvent Court. Her husband must show a deficiency; in order to do so he undervalued his remaining properties about £10,000. Whatever mental sufferings he might have endured anterior to his sequestration, it was trifling in comparison to what her husband had to suffer afterwards for disputing unjust claims. Money was subscribed to defray expenses to charge her husband with crimes punishable by law, which your petitioner can prove through Mr. Moffat, solicitor, who attended the meeting, and other persons also.

Your petitioner was served with a Judge's order to attend at her husband's examinations, in consequence of his having disputed the correctness of a document addressed to His Honor the Chief Commissioner of Insolvent Estates, dated the 15th September, 1858, signed A. Wilson, P. A. Tompson, and M. Constable. This document referred to W. Dean & Co.'s books. A man was sent to Bexley House and remained for months, for the purpose of annoying your petitioner and her husband. Subsequent to her husband's imprisonment a suit in equity was commenced against your petitioner, her husband, and Mr. Hutchinson, to set aside fraudulent deeds. In her husband's schedule all the properties your petitioner and her husband possessed in the world are mentioned, with the exception of a few trifling articles of your petitioner's, received in payment of rent. Mr. Tompson was aware Mr. Hutchinson did not possess an acre of land when her husband sequestered; also, that at the time her husband would not allow Mr. Hutchinson to prove as a creditor for breach of contract until he received his contract from England, he having left it behind him. The deeds her husband were examined upon by Mr. Tompson were in possession of his assignee. Her husband holds Mr. Tompson's handwriting, giving instructions to Mr. Smart, conveyancer, not to register. Mr. Smart's affidavit, sworn and dated 12th June, 1858, proves he never received instructions to prepare fraudulent deeds.

(Copy, Mr. Tompson's handwriting.)

Fort-street (subject to mortgage of)	£1,200
Willow Lodge and Oak Lodge (subject to mortgage)	3,500
	£4,700

In sale of land conveyed to Mr. Hutchinson—Mrs. Garsed's trustee:

Bexley, subject to Terry's mortgage)	2,000
Blackwattle (subject to C. Irving's mortgage)	4,000
Chippendale Cottages—interest and mortgage to Provident Society	700
Land at Bligh Terrace, free from incumbrances; conveyance showing no trust.	

Not to be registered. { Trust deed to realize and apply the proceeds in discharging the £4,000.
Agreement from Hutchinson to Garsed—Hutchinson to account for one-half the profits.

In May, 1858, it was the opinion of Mr. Tompson, Oak and Willow Lodges did not belong to your petitioner. Mr. Terry, through her husband, offered her an annuity for life of £90 a year, or the sum of £1,500 for the equity of redemption. Your petitioner's husband refused, on the ground that if your petitioner was entitled to the annuity your petitioner was legally entitled to the property. The £1,500 was paid Mr. Terry in reduction of other mortgages, debts, and her husband's estate was benefited by it. Her brother, Mr. Hutchinson, was released from his trust of £3,500 borrowed to place Mr. Ashdown in funds, 30th September, 1857, and Mr. Hutchinson was only trustee for £1,200, which your petitioner lent her husband, and mentioned in his schedule. Your petitioner's furniture and her brother's were sold to place the Official Assignee in funds to bring charges against her husband. Your petitioner's husband wished to put in a plea of demurrer against the information—objected to by Mr. Holroyd. He then challenged two out of the first four jurymen—objected to. He then proposed to have Messrs. Dean & Co.'s books and Mr. Pritchard's books examined by Messrs. Dean & Co.'s clerk, Mr. Carroll—objected to by Mr. Holroyd. Mr. Holroyd was personally served with a subpoena to produce, but he positively refused to go into the witness box.

(Extract from *Herald*, dated 12th October, 1859.)

"Mr. Clark, of the English, Scottish, and Australian Chartered Bank, produced a cheque at the request of the prisoner, but it had nothing to do with the case." (That cheque was her husband's cheque to retire bill for £2,500, due 2nd November, 1857, before mentioned; in the agreements, Dean & Co.'s books had to show how Mr. Ashdown settled with the firm of Dean & Co. in payment of the aforesaid bill. Settlement as follows:—Mortgage on "Russell's Arms," £1,100; Eggleton's mortgage, £900; Newtown Foundry, £500. Mr. Ashdown's evidence: Russell's Arms, £600; Newtown Foundry, £600—forms part of his £2,000.) "Mr.

"Mr. Joseph Carroll, cross-examined by Mr. Holroyd, showed that the accounts of 15th July and 30th September corresponded, and it was impossible that the bill for £680 15s. 3d. could be a part of the £2,000, but that it was part of the large amount, £7,830 15s. 3d., due Wm. Dean & Co., as shown by *Garsed's books* (meaning Pritchard's books)." In those books the bill is payable to Mr. Ashdown and not Dean & Co. The accounts of 15th of July and 30th September, 1857, are strictly correct in Mr. Pritchard's books.

Mr. Justice Dickinson was called to read his notes—the evidence of Pritchard in the civil case Dean & Co. and Garsed. His Honor ruled that even on the assumption that the evidence was material, he could not permit the evidence taken in a civil case to be heard during a criminal proceeding. Mr. Justice Dickinson then withdrew.

That your petitioner most respectfully saith that the above report in the *Sydney Morning Herald*, which was the reverse of facts proved, might have prejudiced the minds of the Jury, your petitioner having noticed that not any of the Jury took notes from the accounts produced.

That your petitioner most humbly and respectfully saith that, at your petitioner's request, her husband addressed a letter to His Honor Sir Alfred Stephen, dated 6th February, 1860, to inquire whether His Honor's notes, taken at his trial, would be admissible to the Government, and mentioned a few facts. Your petitioner's husband received a reply dated 7th February, 1860:—

(Extract.)

"It is never too late to inquire into facts while the means of inquiry exist. Note book, including the notes of the trial, will be left in charge of Mr. Justice Dickinson."
ALFRED STEPHEN."

Your petitioner likewise addressed a letter dated 10th March, 1860, to Mr. Wm. Dean, Glenmore Road:—

(Extract.)

"I am anxious to know if those were the books, nearly destroyed by fire, in evidence at my late trial for perjury; if so, my various accounts in those books during the years 1857 and 1858 are records of the Supreme Court, and I beg you will have them locked up in your iron safe."

That your petitioner most respectfully saith her husband's conduct has been consistent with the strictest rules of honesty, as is testified by her husband's private documents; possession was taken of the whole of them, as likewise those belonging to your petitioner, and it is a fact that not one document is produced in evidence against your petitioner's husband. His documents explain the nature of many private transactions "jointly" in the handwriting of the parties. Some of her husband's creditors hostile to him are debtors to a large amount, and your petitioner's husband protested against their false entries. To prevent a third meeting in his insolvent estate being held, they combined against him. It was morally impossible that her husband could be a fraudulent insolvent, as all he possessed in the world was mentioned in his schedule—he could do no more. The Insolvent Law states—"that where there has been mutual credit between her husband and his joint speculators or mutual debts between her husband and any other person upon which a set-off can by law be pleaded on either side, the Chief Commissioner, taking the proof of debts, shall thereupon state the account between them, and shall set one debt or demand against the other, and what shall appear due on either side on the balance of such account, and no more, shall be allowed to be proved on either side respectively."

That your petitioner's husband believed that all his disputed debts would have been examined in his presence in the open Court, and that after all his just debts and necessary expenses were paid, his estate would have reverted back to him.

The following is a copy of a letter from Mr. Adam Wilson, Official Assignee in the estate:—

"Mr. John Garsed.

"Sir,

Sydney, 5 November, 1858.

"In reply to your letter of 4th inst., No. 9, if you will reduce the information therein contained into affidavit, and give me sufficient security to pay all costs (on both sides) of such proceedings as may be taken, I will appeal against the Chief Commissioner's decision in admitting Mr. Constable's proof against your estates.

"I am, &c.,

"ADAM WILSON."

Messrs. Constable, Walton & Co., made an assignment of their estates on the 14th June, 1855; your petitioner's husband was a creditor for £670 2s. 8d. on dishonored cheque, and £800 lent on mortgage.

Mr. Hellyer, solicitor, purchased the remaining assets of the estate from the trustees, and he justly observed Mr. Constable could not be a debtor and creditor at the same time. Mr. Constable signed the document addressed to the Chief Commissioner of Insolvent Estates before referred to, and was elected president at private meetings held at the office of Mr. Adam Wilson, having been styled your petitioner's husband's principal creditor.

That your petitioner's husband, in his defence, has acted in accordance with the dictates of his own conscience, having had the moral courage to risk the whole of his valuable properties in defending the truth. Your petitioner's husband's health has suffered from his long confinement; that at present your petitioner is in great distress; after having to pay interest on £1,200 lent her husband, and paying taxes, your petitioner has a mere trifle to support herself and her unfortunate husband. In the year 1857 your petitioner and her husband had a rental exceeding £2,000 a year, clear of all charges, independent of her husband's profits in business, and your petitioner's husband was worth, in properties and other assets, upwards of £20,000, after payment of all liabilities secured and unsecured; and for the sake of his properties sent to prison, he had to defend himself without one single exhibit in evidence in the civil action, and found guilty upon Mr. Ashdown's statement of account delivered, which statement is proved false by Messrs. Dean & Co.'s books, Mr. Pritchard's books, and the agreement of 15th July and 30th September, 1857.

Your petitioner, therefore, most earnestly prays that your Excellency, for the sake of justice, truth, and mercy, would cause this humble memorial, with its statement, to be inquired into, so that your petitioner's unfortunate husband may be released from his long confinement.

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

EMMA GARSED.

Mrs. Emma Garsed,

Supreme Court, Sydney, 7 July, 1860.

I am desired by the Acting Chief Justice to state to you that, having cursorily looked through your petition (which I return herewith), it does not appear to His Honor that there are any matters in it or the accompanying documents which have not been before reported on, and therefore, as His Honor has already more on his hands than he can well manage to attend to, he is sorry he must decline the labour of studying again the case of John Garsed.

GEO. H. ROWLEY,

Clerk Associate to the Acting Chief Justice.

No mention is made of the above report in letter received by your petitioner from the Colonial Secretary's Office, about three weeks after date 20th June, 1860, date of letter.

On the 10th March, 1860, your petitioner's husband wrote to Wm. Dean in words following:—

"Wm. Dean, Esq., Glenmore Road,

"Sir,

"The statement you signed on the 24th ultimo, relative to my joint transactions with your late partner, Mr. Ashdown, I only mentioned your name to show cause why it was absolutely necessary for him to sign a third agreement, prepared August 11th, 1857.

"At the request of Mr. Stokes, in your presence, my wife left the statement of facts with him until the following day, and sent a private note requesting that Ashdown should not be made acquainted with its contents through Mr. Stokes."

Extract from statement addressed to His Excellency:—

"If an accountant examines and compares Dean & Ashdown's accounts delivered by Pritchard to Garsed, marked by Mr. Sempill, Clerk to Judge Dickinson, with Dean & Ashdown's three accounts, marked by Mr. Lea, Clerk to the Chief Justice, and accounts furnished Mr. Wilson, he will find they will not agree with the original entries in Dean & Ashdown's books.

"In my examination of Dean & Co's. books, the bill £680 15s. 3d., dated 3rd October, 1857, first appears in the books to credit of Garsed's advance account, 13th October, discounted at the L. C. Bank, 6th November, due 6th February, 1858, retired on the 8th by cheque No. 131. Again entered in the books (subsequent to the commencement of the suit) on the 20th of February, is charged to Garsed's general account—£12 odd is written off to balance the advance account; neither does the bill balance general account.

"With respect to the properties mentioned in agreement dated 30th September, 1857, bill for £2,500 due 2nd November, 1857, and paid by Garsed's cheques,—that bill is settled by Ashdown paying the firm Eggleston's mortgage, £900, Russell's Arms, £1,100, Foundry, £500.

"Ashdown keeps Lavers' mortgage, £600; Petersham land, £900; cash, £500.

"Ashdown's evidence: Dean and Ashdown receive Eggleston's mortgage £900, Lavers' mortgage £600, bill £680 15s. 3d., and £5,650; Ashdown receives land at Petersham £900, mortgage "Russell's Arms" £600, Foundry £500; I was liable on dishonored bill, August 11th, 1857; my cheque was drawn for £1,900 not until 12th, might have been 13th, it was dated 11th August; there was an arrangement that my name should not appear at all; I had something to do with Chippendale, so had Garsed; I was at one time entitled to half share; I have no account showing the whole of the transactions between me and Garsed; there was no account kept in Dean and Ashdown's books showing how the balance was to be struck between us. (Above from Mr. Wise's and Mr. Dalley's notes), Police Court. The bills making up the £7,830 15s. 3d. are all paid; the two bills, for the renewals of which Garsed gave fresh bills in his own name were given to Dean & Co. as between Garsed and self; I only was liable, and not Dean and Ashdown; if under all my said agreements with Garsed I had been a loser, Dean & Co. would not have participated in the loss; all cheques for my private account paid Garsed, with the exception of one I signed Dean & Co.; I engaged Pritchard to look after the accounts between Garsed and self; there was not a fresh agreement between Garsed and self on 11th August, 1857, but a letter passed.

Mr. Stokes, witness for Mr. Ashdown:—

"I am anxious to know if those were the books, nearly destroyed by fire, in evidence at my late trial for perjury; if so, my various accounts in those books during the years 1857 and 1858 are records of the Supreme Court, and I beg you to have them locked up in your iron safe.

"I sent you three written protests against the sale of Bexley, and advertised to caution persons purchasing. Neither Mr. Tompson or your Mr. Stokes can give a title, on the following grounds:—

"Messrs. Stokes, Ashdown, Dixson, Storey, Constable, Adam Wilson, and others, were in Mr. Baker's sale room 10th Novr., 1858, at the time Mr. Tompson, solicitor, on behalf of my Official Assignee, by written statement protested against the sale. I also protested. Gold, the proceeds of Tompson and Smart's cheques, were tendered in the room for one quarter's interest due on Bexley Estate; also for expenses, November 7th, 1858. The Judge stated if the Assignee had made his election under the circumstances stated (see Adam Wilson's affidavit, sworn 3rd November, 1858), any purchaser at auction having notice of this would get no title. Note.—Resolutions 1 to 14 confirmed on the 10th November; after fictitious sale by—P. A. Tompson, C. H. Storey, Wm. Dean & Co. (by their agent, C. H. Storey), J. R. Roberts (by his agent, C. H. Storey), H. Dixson, Wm. Bradridge, M. Constable.

"11th Resolution.—The correspondence between Mr. Terry and the Official Assignee having been read,—that the Official Assignee be directed to intimate to Mr. Terry, in writing, as he has over and over again done verbally, that in pursuance of the 39th section of the 5th Victoria No. 17, he has exercised the option to take an assignment of the securities held by Mr. Terry for the benefit of the creditors, on payment of the value estimated by Mr. Terry, proof out of the first assets of the insolvent estate.

"My wife's trustee paid Adam Wilson £60 in respect of the trust mentioned in my schedule.

"On behalf of my just creditors, my wife's trustee, and myself, I cautioned you against paying to any person or persons any sum or sums of money received by you from any person or persons purchasing any portion of the Bexley Estate, called Chandler's grant, advertised by Dean & Co. for sale by public auction.

"I do hope and trust you will be able to find out the guilty parties who attempted to destroy your premises. It was a malicious act; for if the stearine candle had not guttered, the probability was the gun-cotton would not have exploded until 12 or 1 o'clock. At that hour your premises most likely would have been burnt to the ground. I always thought your people locked the counting-house doors at night. You should send a party to purchase some gun-cotton from each establishment and have it analyzed, and inquire from each party that sells the article if they had sold any about that time. Are any of your clerks in the habit of reading the "Christian Advocate"? The one found is evidently of late date. Inquire of the publisher if any persons in your establishment are subscribers. I believe the reward offered will lead to the detection of the guilty party.

I remain, &c.,
JOHN GARSED.

"10th March, 1860.

"P.S.—It is singular that after my statement was presented to you for signature, and afterwards you run your pen through your name, the explosion should have taken place. If you can make it convenient to see me, I might offer some suggestions that might lead to the discovery of the guilty parties.—J.G."

(Copy in Mr. Beverley's handwriting.)

"I certify that I signed the letter addressed to Wm. Dean, Esq., Glenmore Road, on the 10th March last, and that it was delivered by the gao! messenger.

"H. C. BEVERLEY."

Several weeks subsequent to delivery of the above letter, Mr. Wm. Dean, Mr. F. M. Stokes, and Mr. Joseph Carroll signed my petition on the grounds of my husband's innocence.

On the 31st July, 1860, your petitioner's husband advertised in the *Government Gazette* against the winding up or declaring any dividend in his estate, upon the grounds disclosed in his protests Nos. 1 to 10, addressed to Mr. Mackenzie, Official Assignee, signed "John Garsed."

On the 4th September, 1860, your petitioner wrote to the Colonial Secretary in words following:—

"To the Honorable Charles Cowper,—

"Sir,

"I take the liberty of addressing you, to know upon what grounds the following advertisement is objected to being inserted in the *Gazette*. I shall feel greatly obliged if you will allow it to be published, as it is of importance in this case.

"I am defendant in a suit in Equity, which suit relates to certain properties, explained in my husband's schedule, and am informed the Insolvent Act requires me to insert the undermentioned in the *Gazette*, which I trust you will allow me to do.

"In the Insolvent Estate of John Garsed.

"Notice.—My husband, John Garsed, will pay twenty shillings in the pound upon all equitable debts unsecured, and legal expenses to the date his late Official Assignee, Adam Wilson's, proceedings ceased to be legal, and to commence legal proceedings from that date. My husband was not allowed to examine one disputed account mentioned in his schedule, filed July 3rd, 1858; criminal charges were preferred against him, to prevent his third meeting, and the above honorable proposal.

"Endorsed—'Not to be inserted. Special application must be made by the advertiser to this Office, if she desires the publication of this notice in the *Gazette*.' Which application I have made, and am referred to you, which I hope you will grant.

"I presented my petition to you, signed by eighty-eight gentlemen, the greater part members of the Chamber of Commerce, not one of whom would have signed it believing my husband guilty, nor could I have presented it was I not sure of his innocence of the charge for which he is suffering. First signatures were Mr. Dean, Mr. Carroll, and Mr. Stokes. Mr. Carroll is Mr. Dean's principal accountant, and proved by the books at my husband's trial his equitable plea strictly true. In consequence, I addressed a statement of facts to the Acting Chief Justice, who tried the case in the civil jurisdiction, and received a reply. It does not appear to His Honor that there are any matters in it which have not been reported on.

"My

"My husband is suffering from general debility, brought on by long confinement, now upwards of twenty months, and longer confinement will be dangerous perhaps. Under the peculiar circumstances of my husband's case, His Honor might have advised my husband's dismissal on the grounds of his health failing.

"I remain, &c.,
"EMMA GARSEED."

"P.S.—Please to address a reply, &c., &c."

Your petitioner has not yet received any official reply to the above letter.

Your petitioner addressed letters, dated 1st and 10th December, 1860, to the Hon. Colonial Secretary. On the grounds the following few words set forth in the information, October 5th, 1859, are illegal "I gave Ashdown a bonus of £2,000 or thereabouts, of which the £680 15s. 3d., the amount of the bill of exchange now sued upon, forms part."

The above words are but a small portion of the 3rd paragraph in my husband's affidavit, sworn and filed February 26th, 1858, and entirely destroys the meaning of his equitable plea. My husband defended himself for seven days without a document—his copies not admissible. *Originals*, records of the Supreme Court.

Your petitioner's husband addressed a letter to Sir John Noddes Dickinson, dated 29th December, 1860, requesting to be informed the number and purport of each of his documents in evidence, *Dean and Ashdown v. Garsed*, tried April and May, 1858, also other documents, deeds, and records of the Court.

Your petitioner's husband received a reply dated 3rd January, 1861, signed Sedgwick S. Cowper.—Extract from;—
"His Honor directs me to state he has made all due inquiries regarding the documents to which you allude, but has not been able to learn their whereabouts."

Your petitioner's husband addressed a letter, dated 10th January, 1861, to Mr. Robert Sempill, respecting his lost documents. He received a reply dated 25th January, signed Robert Sempill.—Extract from;—"The documents relating to the civil action—*Dean and Ashdown v. Garsed*. I must inform you I took particular care of the documents put in evidence in that case. I believe that I have vouchers to show that I disposed of all those documents that came to my hands in that action to the places appointed for them by law, with the exception of one book produced from the office of Dean & Co., to whom I returned it. I must inform you that during eight years I was Clerk to the present Chief Justice, many thousands of documents have passed through my hands, and I never lost one."

Your petitioner's husband replied to the above by letter dated 29th January, requesting Mr. Robert Sempill to answer twelve questions; but has not received a reply.

In January your petitioner addressed a second short petition to his Excellency, on the grounds your petitioner's husband is innocent. It was highly recommended by eighty-nine gentlemen—first name, John Campbell, Esq., last name, Henry Parkes, Esq. Your petitioner left it at the Colonial Secretary's Office, and received the usual reply, dated 22nd January, 1861.

Although your petitioner's husband's trial—*Dean and Ashdown v. Garsed*—occupied the three Courts no less than eighteen days, the only matter at issue is, which affidavits are true:—her husband's, sworn and filed February 26th and March 4th, 1858, or Ashdown and Pritchard's, sworn March 2nd, 1858, and filed the same day by Mr. M'Kechnie; and did Mr. Pritchard deliver to her husband on the 24th September an account in red ink, showing the settlement of the 30th September, 1857, sworn to be correct by Mr. Ashdown in all three Courts; and is Mr. Ashdown's statement true or false?

Your petitioner's husband is prepared to prove his affidavits true and Mr. Ashdown's account false, before any legal tribunal (an accountant present), in a few hours—from the evidence of Messrs. Ashdown and Pritchard, the true part of their joint affidavit filed 2nd March, 1858, *Dean and Ashdown's* books (original entries), her husband's books kept by Mr. Pritchard, under the inspection of Mr. Ashdown, at *Dean and Ashdown's* office, and not returned to her husband until 22nd December, 1857, and her husband's many documents in the handwriting of Ashdown, Pritchard, and others, submitted in evidence by his counsel, Messrs. Wise and Dalley, Esqs., April and May, 1858 (the original documents are lost, but her husband is in possession of printed and written copies of the greater part).

Your petitioner begs your Honor to return to her this petition. It is her husband's intention to have her petition printed, and to forward a copy to each gentleman that signed her petition, on the grounds of her husband's innocence.

To Mr. John Garsed.

Sir,

Supreme Court, 4 April, 1861.

I am directed by the Chief Justice to inform you that a very voluminous statement, embracing apparently a vast number of particulars respecting accounts and transactions between you and Mr. Ashdown, and extending over about forty closely-written pages, has been left at his house by (as he understands) a member of your family.

The Chief Justice perceives that a portion of the paper is a petition to the late Governor General, for inquiry into your case, and for a remission of the sentence passed on you for perjury. His Honor presumes, therefore, that the particulars referred to were meant by you to be used in some manner in connection with that petition. But, whether so or not, the Chief Justice instructs me to say that, unless expressly desired by the Governor so to do, he declines to enter again into this matter.

Your manuscript is now in my charge at the Chief Justice's Chambers; and it will be sent or delivered as you may desire me.

I am, &c.,
CECIL B. STEPHEN.

A 22.

To Mr. John Garsed.

Sir,

Sydney, 25 January, 1861.

The documents you write to me about appear to me divided into two different lots:—

1st. Those relating to the civil action *Dean and another v. Garsed*.

2nd. Those submitted in evidence upon your trials in August and September, 1859.

You write to me for information about all these documents, and you seem to impute to me the loss of some of them, which you say "cannot be found." Now as to the first set, viz., those produced in the civil action, you say, "I was particularly cautioned to be careful of them, and from that day you have not seen them."

Now I must inform you that I took particular care of the documents put in evidence in that case—as I did in every other case that was tried before the Chief Justice during the time that I was his Clerk; and I believe that I have vouchers to show that I disposed of all those documents that came to my hands in that action to the places appointed for their custody by law, with the exception of one book produced from the office of *Dean & Company*, to whom I returned it because their daily business could not have gone on without it.

As to the second set of documents, viz., those produced at your trial, I have already told you that I had delivered to Mr. Wilson all those documents produced by him; and that I have returned to yourself by Mrs. Garsed all those documents which were submitted by yourself in your defence, and which I conceive you had a right to receive back again.

I must inform you that during eight years that I was Clerk to the present Chief Justice many thousand of documents have passed through my hands, and that by using proper method and care I never lost one document; and you need not therefore impute any such negligence to me, for any purpose whatever. You have written me several long letters; I have sent answers to you, and I now write to you at your request. When I inform you that I work at my business from an early hour in the morning often to a very late time at night, I do hope that you will not expect me to answer any more long letters upon this subject.

I am, &c.,
ROBERT SEMPILL.

John Garsed,

Supreme Court, Sydney, 3 January, 1861.

I am directed by the Acting Chief Justice to acknowledge the receipt of your letter dated 29th December, 1860. His Honor further directs me to state that he has made all due inquiries regarding the documents to which you allude, but has not been able to learn their whereabouts.

SEDGWICK S. COWPER.

[Extract.]

[Extract.]

Darlinghurst Gaol, 29 December, 1860.

To His Honor Sir John Nodds Dickinson, Acting Chief Justice.

Honored Sir,

I was tried before your Honor at the Criminal Court, Sydney, in August and September, 1859, and submitted in evidence the following documents:—

Copy of affidavit—Ashdown and Pritchard—signed "Want."

A book made up by Mr. Humphrey, accountant, from the journal kept by Pritchard at Dean & Co.'s office.

Copy of correspondence between the Hon. J. Montefiore and myself, respecting machinery at Rosherville.

By mistake Mr. Sempill gave the above to the late Mr. Adam Wilson; but feeling the greatest anxiety about my exhibits, I hope your Honor will be pleased to send me word if the above documents are returned to their proper place of deposit; also, if my exhibits in evidence before your Honor in April and May, 1858—"Dean and Ashdown v. Garsed"—are still records of the Supreme Court, and will your Honor please to inform me the number and purport of each.

Your Honor will understand why I am so anxious about their safety, from the following evidence of Mr. Andrew McKechnie before Mr. Forbes, J.P., on the 16th and 17th December, 1858:—"I have not got an affidavit sworn before Mr. Pownall, 2nd March, 1858, by Pritchard and Ashdown; I am not aware that any such affidavit was ever filed; if it had been filed, and in its proper place, it would have been in the hands of the Prothonotary, and then in my custody. There would be no record kept of any such affidavit having been filed."

The above is the false affidavit. Mr. Daintrey, solicitor, evidence Police Court (not admissible civil action):—"Pritchard informed him I had given Ashdown a bonus of £2,000. Transfer of mortgages, Garsed to Ashdown, were taken as cash; also conversation between self and Ashdown about the sale of Rosherville.

In the event of your Honor leaving the Colony before I am released from confinement, will your notes in the civil action be admissible to the Government? I have Mr. Justice Wise and Mr. Dalley's notes, also Messrs. P. A. Thompson, Robertson, and Wilson's—civil action.

I am, &c.,

JOHN GARSED.

Darlinghurst Gaol, 4 January, 1861.

To His Honor Sir John Nodds Dickinson, Acting Chief Justice.

Honored Sir,

I received your letter, dated the 3rd instant, but I cannot express to your Honor my painful feelings on finding that, notwithstanding the statute and punishment, all my exhibits—records of the Supreme Court in its criminal and civil jurisdiction—are lost, and that your Honor has not been able to trace their whereabouts.

In defending the truth I have sacrificed at least £20,000—my wife's property gone, and her happiness destroyed in this world. Eight criminal charges were preferred against me, and I have suffered upwards of two years' solitary confinement, for I live and sleep alone—I might say I am sleepless. At my last trial I struggled for seven days without a document, my copies ruled not admissible; and before my trial was over, the Sydney *Herald* found me guilty by publishing and stating my books showed the 15th July and 30th September, 1857, agreements, signed A. Ashdown, corresponded, and it was impossible the bill of exchange for £680 15s. 3d. could be part of the £2,000 due to Ashdown, but that it was part of the large amount of £7,830 15s. 3d. due to W. Dean & Co., and that the rest of the evidence, with the exception of your Honor's, proved nothing. I wish to call your Honor's serious attention to this fact:—The above books were kept by Pritchard at Dean & Co.'s office; the said books prove my equitable plea strictly true, and that Archibald Ashdown's affidavit and his copy of red ink account false. (I copy from my counsel's notes.) After long and frequent arguments between eminent counsel on both sides—civil action, your Honor ruled Dean & Co. are bound by Garsed's books, they are admissible, meaning the books kept by Pritchard.

I am able to give your Honor the particulars of twenty-three of the lost documents, each proving my innocence. If I am a guilty man, why should my persecutors risk transportation, fine, and imprisonment, in destroying or concealing records of the Court?

I wish to call your Honor's attention to the eighty-eight signatures recommending my wife's petition. Our friends advised my wife to petition for my discharge before His Excellency left the Colony. The first signature this time is not W. Dean & Co., but John Campbell, Esq.; that gentleman's name was to my wife's first petition.

Your Honor will understand my meaning when I say, for the sake of society it is absolutely necessary to have all exhibits marked by the Court for and against returned to the Supreme Court of New South Wales. I have advertised in the *Government Gazette* against the winding-up or declaring any dividend in my estate, on the grounds disclosed in my protests 1 to 11, addressed to Mr. Mackenzie, Official Assignee.

If your Honor will permit me, I am prepared to prove my innocence before any legal tribunal—only let me have my exhibits and books.

If your Honor, for the sake of justice, will forward me on Monday next a writ *habeas corpus* to be removed from day to day within the city of Sydney, in custody of one of the turnkeys, I will either find my exhibits or disclose to your Honor the names of the persons concealing them for the purpose of perverting the ends of justice.

I am, &c.,

JOHN GARSED.

John Garsed,

Supreme Court, Sydney, 23 January, 1861.

In consequence of my being absent from town I did not receive your communication of the 14th instant until yesterday's date, and I reply to it as to your former communication, with all possible expedition.

Your statement that "not hearing from me has made you very uneasy" rather surprised me, for the letter from you addressed to His Honor the Acting Chief Justice, and dated 29th December, 1860, being received on the 3rd January inst., was answered on the same date, and was, I find per copy, in the following words:—

John Garsed,

Supreme Court, 3 January, 1861.

I am directed by the Acting Chief Justice to acknowledge the receipt of your letter dated 29th December, 1860. His Honor further directs me to state that he has made all due inquiries regarding the documents to which you allude, but has not been able to learn their whereabouts.

SEDGWICK S. COWPER.

Since that date, however, Mr. Sempill having searched has found a receipt in the name of "Emma Garsed," acknowledging the delivery to herself of all the documents named by you, besides others which you have not mentioned.

He holds likewise a letter to him signed by yourself authorizing such delivery.

I am therefore unable to give you further information.

SEDGWICK S. COWPER.

John Garsed,

Supreme Court, Sydney, 24 January, 1861.

Since replying to your communication of 14th instant, Sir John Dickinson, Kt., has directed me to answer another letter received, dated 23rd January, 1861.

He desires me to state that the fullest possible information regarding your papers has been afforded you.

He has likewise further directed me to mention that, as it is no part of his duty to transmit letters to the Colonial Secretary, your communication is returned, in order that you may yourself have the opportunity of forwarding it to that Minister.

SEDGWICK S. COWPER.

Mrs. Emma Garsed,

Supreme Court, Sydney, 7 July, 1860.

I am desired by the Acting Chief Justice to state to you that, having cursorily looked through your petition (which I return herewith), it does not appear to His Honor that there are any matters in it or the accompanying documents which have not been before reported on; and therefore, as His Honor has already more on his hands than he can well manage to attend to, he is sorry he must decline the labour of studying again the case of John Garsed.

GEO. HY. ROWLEY,

Clerk Associate to the Acting Chief Justice.

Sir

Sir Alfred Stephen to Mr. John Garsed.

Bathurst, 9 March, 1861.

Sir,
I duly received your letter, dated the 19th ultimo; and you will not be surprised that it was not for some days in my power to devote any attention to it. My Associate yesterday received your letter addressed to him; and I shall this day forward it to Sir John Dickinson, begging him to furnish me with all the information which may be in his power.

So far as I am able to collect, amid the confusing mass of irrelevant matter which you have introduced, you wish in the first place to cause inquiry to be made after sundry papers, which you say that you produced at a trial in 1858 before Sir John (then Mr. Justice) Dickinson, and which you suppose have been lost or improperly taken away. In reply, I can only say that I will direct the Prothonotary to make due inquiry into the matter, and that you shall know the result.

I infer that, in the second place, you want to be assured of the safety of certain other papers, produced on behalf of the Crown at the trial before me in 1859, when you were convicted of perjury. In reply to this portion of your letter, I have to inform you that all evidence whatever so adduced, in any criminal case, remains in the custody of the Crown; unless restored by the Law Officers to the owners, under an Order of the Court or otherwise. Your proper course will be, therefore, to apply to the Crown Solicitor—or direct to the Attorney General, as to these last-mentioned documents.

I can discover no other point in your letter on which you desire my interference.

I am, &c.,
ALFRED STEPHEN.

The Prothonotary to Mr. John Garsed.

Supreme Court Office, Sydney, 14 March, 1861.

Sir,
His Honor the Chief Justice has forwarded your letter of the 19th of February last to me; and in reference to the questions therein, so far as they appear to apply to this department, I beg to state that in the cause "Dean and Ashdown v. Garsed," the plaintiffs' exhibits were delivered to them upon their receipt, according to the usual practice. The defendant's exhibits are still in the custody of the Court, and will be given up to any party properly authorised to receive them; the joint affidavit of Ashdown and Pritchard filed on the second day of March, 1858, was produced at the Court House, Darlinghurst, on your trial, and remains a record of this Court, in the custody of the proper officer.

I have, &c.,
B. RAYMOND,
Prothonotary.

[To the Evidence of Mr. John Garsed, 17 May, 1877.]

A 23.

Dr.	Mr. John Garsed in account with A. Ashdown & Co., 5 November, 1857.		Cr.				
	£	s. d.	£ s. d.				
To amount to be paid in cash as per agreement	5,650	0 0	Cash	621	11	632	0 0
			and				
			Cash when 80 shares were sold			1,300	0 0
			" 76 "			1,088	18 4
			" 156 "		2,500	1,411	1 8
			" 34 "			823	1 5
						486	7 9
			346			5,741	9 2
			Amount overpaid			91	9 2
						£	5,650 0 0

Balance—Cr. £91 9 2

Shares deposited—October 3rd

264

" " 13

82

Sold as above

346 shares.

346 "

E. & O.E. 5th November, 1857.

Received from Mr. J. P. Mackenzie, Official Assignee Office, 8th May, 1875,—

J. Garsed.

Mr. A. Ashdown in account with Mr. John Garsed.

Dr.	House Building Account.		Cr.		
	£	s. d.	£ s. d.		
To house as per agreement	2,900	0 0	By 16 payments, each £100, as per agreement	1,600	0 0
" Extras, per certificate	161	5 4	" 27 Aug., cash	100	0 0
" Paid expenses at County Court, re Jones' houses, not in contract	8	8 0	" The £700 bill for our mutual accommodation against Chippendale houses, which on your undertaking to retire it, I consented to allow as a credit on this account	700	0 0
" 18 dozen squares plate glass for greenhouse	3	3 0	" Allowed you off this account the amount of bill for old materials, Rawack's store, &c., bought from your firm—Dean & Co., and agreed by you and me that such as were suitable should be worked up in your house, &c., so as to keep down expenses; but this bill has been included in agreement of 30th Sept., 1857	500	0 0
" Your half-share of the expenses of repairs of cottages, Chippendale, being one-half the amount passed as such by Mr. Pritchard in my journal—in journal is charged afterwards as value of the property, £1,400—Mr. Ashdown takes one-third	162	10 0			
" Bill for our mutual accommodation credited against the building in error, you having also included it in the agreement, 30 September, 1857	500	0 0	Balance due by you to me on this account ...	835	6 4
	3,735	6 4			
To balance due to J.G. on this account	£	835 6 4		£	3,735 6 4

Received from Mr. J. P. Mackenzie, Official Assignee Office, 8 May, 1875,—

J. Garsed.

A 24.

A 24.

Dear Sir, 55 Glebe Road, 1 May, 1858.
In compliance with your request, I beg to state that the sum payable by you to Mr. Garsed for extras over and above the amount of contract (£2,900) for the building of your house at the Glebe, amounts, as per certified accounts furnished to Mr. Garsed, as under:—

	£	s.	d.
No. 1, dated August, 1857	143	8	7
No. 2, ,, November, 1857	9	15	5

Making a total of £ 153 14 0

Copies of which accounts are handed to you.

A. Ashdown, Esq.

I remain, &c.,

C. H. STOREY.

Received from Mr. J. P. Mackenzie, Official Assignee Office, 8 May, 1875,—J. Garsed.

Session 1877-8.

[Ordered by the Committee to be appended, 5 March, 1878.]

B 1.

Supreme Court. No. 317, A.D. 1858. Chambers. Dean and another v. Garsed.
Affidavit of Archibald Ashdown and C. P. Pritchard. Filed 2 March, 1858.—A.P.M.

In the Supreme Court of New South Wales.

Between William Dean and Archibald Ashdown, plaintiffs, and John Garsed, defendant.

On the second day of March, in the year one thousand eight hundred and fifty-eight, Archibald Ashdown, of Sydney, one of the above-named plaintiffs, and Charles Pearson Pritchard, of O'Connell-street, in the Colony of New South Wales, gentleman, being severally duly sworn, make oath and say as follows:—

1. I, Archibald Ashdown, for myself say, I never was in any partnership transaction with the above-named defendant, the only joint transaction in which I was concerned with him being the purchase of a place called Rosherville and the erection of certain buildings thereon.

2. The said John Garsed never gave me a bonus of two thousand pounds.

3. The settlement of the transactions mentioned in the affidavit of John Garsed, sworn herein on the twenty-sixth day of February, one thousand eight hundred and fifty-eight, was made by an agreement of which a copy is hereunto annexed and marked with the letter "A," and which agreement was in fact a mere re-purchase by the said John Garsed of certain properties previously purchased by me from him; and the said bill of six hundred and eighty pounds fifteen shillings and three-pence, the subject matter of this action, does not form part of any bonus, none having ever been given by the said John Garsed to me.

4. Shortly before the said agreement I offered to the said John Garsed, if he would place me in the same position I was in before I had any transactions with him, to give him two hundred pounds and give him back all the properties I had so purchased from him, which terms the said John Garsed refused to accede to.

5. The title-deeds of some property of the said John Garsed were handed to the said William Dean and Company as a collateral security for the due payment of the said sum of six hundred and eighty pounds fifteen shillings and three-pence, but the said William Dean and Company never had any power of sale on the said property.

6. The title-deeds of the said Rosherville Estate have been in my hands since the month of April last or thereabouts, as the joint owner of the same with the said John Garsed, but I never promised the said John Garsed to sell the same and to apply the proceeds in and towards the payment of the sum of six hundred and eighty pounds fifteen shillings and three-pence.

7. I am advised that the plea filed by the defendant herein contains no defence to this action, and I verily believe that such pleas have been filed merely for the purpose of delaying the above-named plaintiffs in obtaining judgment for the amount due upon the bill of exchange upon which this action is brought.

8. I have been informed and verily believe that the said defendant is making away with his property for the purpose of avoiding the payment of this bill of exchange, and that the said defendant has stated his intention to place his property in such a position as the above-named plaintiffs shall not be able to touch it under any execution obtained herein.

9. I, Charles Pearson Pritchard, for myself, say I have been fully acquainted with the whole of the transactions between the said John Garsed and the said Archibald Ashdown, and have been employed by the said John Garsed and the said Archibald Ashdown to make up the accounts thereof.

10. The said Archibald Ashdown never was in partnership with the said John Garsed in any transaction, and never had any joint transaction with him except in the purchase and building of Rosherville.

11. The settlement of the transaction between the said John Garsed and the said Archibald Ashdown mentioned in the affidavit of John Garsed, sworn herein on the twenty-sixth day of February one thousand eight hundred and fifty-eight, was carried into effect by an agreement, a copy of which is annexed to this affidavit.

12. The said John Garsed never gave the said Archibald Ashdown a bonus of two thousand pounds.

13. The said Archibald Ashdown having previously to the entering into such agreement offered to the said John Garsed to reconvey all the property which he had purchased from him, and to give him a cheque for the sum of two hundred pounds if he would place him (the said Archibald Ashdown) in the same position as he was before purchasing any property from him.

14. The bill of exchange for the sum of six hundred and eighty pounds fifteen shillings and three-pence did not form part of a bonus of two thousand pounds, but was the balance found to be due on the accounts between the said Archibald Ashdown and the said John Garsed, but was in no way a part of any bonus.

15. We, the said Archibald Ashdown and Charles Pearson Pritchard, say that we have read the affidavit of the above-named defendant, sworn herein on the twenty-sixth day of February last, and that the several allegations therein, that "before the commencement of this suit he and the plaintiff (Ashdown) were in partnership together in various transactions"; and "that in settlement of these transactions (except certain lands, and buildings, and premises at Onion's Point, on the North Shore of the harbour of Port Jackson, in the Colony of New South Wales, and known as the Rosherville house and grounds, in which I and Ashdown were also jointly interested) I gave Ashdown a bonus of two thousand pounds or thereabouts, of which the six hundred and eighty pounds fifteen shillings and three-pence, the amount of the bill of exchange now sued upon, forms part," are altogether untrue.

16. And I, the said Archibald Ashdown for myself, further say that the allegation in the above-mentioned affidavit,—"that he (the said John Garsed) requested the plaintiffs to sell his interest in Rosherville house and grounds and to apply the proceeds in or towards payment of the said six hundred and eighty pounds fifteen shillings and three-pence, and the plaintiff (Ashdown) has repeatedly promised to do so but has broken his promise,"—is also totally untrue.

Sworn by the two deponents, on the day first above mentioned, at Sydney, before me,—

A. ASHDOWN.

C. P. PRITCHARD.

GEORGE POWNALL, a Commissioner for Affidavits.

"A."

MEMORANDUM of an agreement made and entered into, this thirtieth day of September, in the year one thousand eight hundred and fifty-seven, between Archibald Ashdown, of Sydney, in the Colony of New South Wales, merchant, of the one part, and John Garsed, of the same place, Esquire, of the other part: Whereas the said John Garsed has lately sold to the said Archibald Ashdown, *inter alia*, certain pieces or parcels of lands and hereditaments in the parish of Saint George, in the county of Cumberland, in the Colony aforesaid, called Bexley; and also certain pieces or parcels of lands and messuages known as Oak Lodge and Willow Lodge, and other hereditaments situate at the Glebe, in the parish of Petersham, in the county of Cumberland, in the Colony aforesaid; and also a parcel of land with four messuages or tenements thereon, in Cooper-street, at the Glebe aforesaid: And the said John Garsed has agreed to repurchase, and the said Archibald Ashdown to re-sell the same, for the sum of nine thousand eight hundred and thirty pounds fifteen shillings and three-pence: Now these presents witness that it is hereby agreed by and between the said parties hereto, that the said purchase money or sum of nine thousand eight hundred and thirty pounds fifteen shillings and three-pence shall be paid and secured by the said John Garsed to the said Archibald Ashdown, in manner following, that is to say:—

First.

First. That the said John Garsed shall pay to the said Archibald Ashdown the sum of five thousand six hundred and fifty pounds of sterling money.

Second. That the said John Garsed shall absolutely convey and assure to the said Archibald Ashdown a piece or parcel of land situate at Canterbury Road, in the said parish of Petersham, which the said Archibald Ashdown shall take at the value and consider as a cash payment of nine hundred pounds.

Third. That the said John Garsed shall absolutely transfer and assure to the said Archibald Ashdown all his right, title, and interest in and to a certain indenture of mortgage, bearing date the thirty-first day of May, one thousand eight hundred and fifty-six, and made between William Eggleton, of the one part and the said John Garsed of the other part, which the said Archibald Ashdown shall take at the value, and shall consider as a cash payment of nine hundred pounds.

Fourth. That the said John Garsed shall absolutely transfer and issue to the said Archibald Ashdown all his right, title, and interest in and to a certain indenture of mortgage, bearing date _____, and made between _____, which the said Archibald Ashdown shall take at the value and shall consider as a cash payment of six hundred pounds.

Fifth. That the sum of one thousand seven hundred and eighty pounds fifteen shillings and three-pence, residue of the said purchase money or sum of nine thousand eight hundred and thirty pounds fifteen shillings and three-pence, shall be secured in manner following (that is to say): The sum of six hundred pounds, part thereof shall be secured by a mortgage for the sum of one thousand one hundred pounds upon a certain messuage or tenement and land situate at Parramatta, in the said Colony, known as the "Russell Arms," the said Archibald Ashdown covenanting with the said John Garsed to pay off a certain sum of five hundred pounds, now charged thereon, with all interest to accrue due thereon from the day of the date of the said mortgage to the said Archibald Ashdown; the sum of five hundred pounds, further part of the said sum of one thousand seven hundred and eighty pounds fifteen shillings and three-pence, shall be secured by a mortgage upon certain messuages, buildings, and land, situate at Newtown, near Sydney aforesaid, and called or known as the Newtown Foundry. And the sum of six hundred and eighty pounds fifteen shillings and three-pence, residue of the said sum of one thousand seven hundred and eighty pounds fifteen shillings and three-pence, shall be secured by the promissory note of the said John Garsed, and a memorandum and deposit by way of equitable mortgage of deeds and documents relating to certain land and hereditaments of the said John Garsed, situate at Bligh Terrace, in the parish of _____.

Sixth. That all the above-mentioned sums (except the said sum of six hundred and eighty pounds fifteen shillings and three-pence, secured by equitable deposit, which shall be payable when the said promissory note shall become due) to be secured by mortgage as aforesaid, shall bear interest from the day of the date of such mortgages respectively, after the rate of eight pounds per centum per annum, and shall, together with the interest due thereon respectively, be paid off within three years from the day of the date of these presents; and that such mortgages shall respectively contain powers of sale and other usual powers and provisions: Provided, nevertheless, that the said John Garsed shall be at liberty to pay off all or any of the said mortgages at any time, upon giving three calendar months' notice to that effect to the said Archibald Ashdown. As witness the hands of the parties, the day and year first before written.

Witness:—

R. J. WANT.

The above agreement is in full satisfaction and discharge of all previous agreements or understandings relative to the sale or purchase of the above properties between the above parties.
September 30, 1857.

JOHN GARSED.

JOHN GARSED.

This is the copy agreement mentioned in the accompanying affidavits of Archibald Ashdown and Charles Pearson Pritchard, sworn before me, this 2nd day of March, A.D., 1858.

GEORGE POWNALL,
A Commissioner for Affidavits.

B 2.

Garsed *ats.* Dean and another. Affidavit of W. R. Smart. Filed 4 March, A.D. 1858.—A.P.M.
In the Supreme Court of New South Wales.

Between William Dean and Archibald Ashdown, plaintiffs, and John Garsed, defendant.

ON the third day of March, in the year one thousand eight hundred and fifty-eight, William Robert Smart, of Sydney, in the Colony of New South Wales, conveyancer, being duly sworn, maketh oath and saith as follows:—

1. In the year one thousand eight hundred and fifty-seven I entered into a verbal agreement with John Garsed, respecting the erection of buildings at or near the corner of Bridge-street and Pitt-street, upon terms of receiving half the net profits, Mr. Garsed making the necessary expenditure for the buildings.

2. In the course of the erection of the buildings Mr. Garsed informed me that he was unable to carry out the transaction himself without assistance, and had consequently made arrangements by which Mr. Ashdown was to receive one-half of the profits to be derived from them, and that I should take only one-fourth interest, to which I assented.

3. Mr. Pritchard, representing himself on behalf of Mr. Garsed and Mr. Ashdown, called upon me respecting the lease of the premises, and to know what interest I was to have. I stated I was agreeable to any fair arrangement. Mr. Pritchard acted in every manner as if he was the general agent of both Mr. Garsed and Mr. Ashdown, and from his manner and communications with him I was led to believe, and did believe, that a joint arrangement of some sort had been made between the said John Garsed and Archibald Ashdown respecting the said buildings.

4. Some time afterwards, when the lease was completed, Mr. Garsed informed me that Mr. Ashdown had repudiated his joint transaction in the lease and building speculation; wherefore another agreement was made between Mr. Garsed and myself, whereby I was to receive one-third net profit of the said buildings, which has since been carried into effect.

Sworn by the deponent, the day first
above mentioned, at Sydney,—

WM. ROB. SMART.

JOHN GUBNER,
A Commissioner for Affidavits.

B 3.

Garsed *ats.* Dean and another. Affidavit of John Garsed. Filed 4 March, A.D. 1858.—A.P.M.
In the Supreme Court of New South Wales.

Between William Dean and Archibald Ashdown, plaintiffs, and John Garsed, defendant.

ON the third day of March, in the year one thousand eight hundred and fifty-eight, John Garsed, of the Commercial Chambers, New Pitt-street, in the city of Sydney, in the Colony of New South Wales, builder, the above-named defendant being duly sworn, maketh oath and saith as follows:—

1. On or about the first day of January, one thousand eight hundred and fifty-seven, I was induced by plaintiff Ashdown to enter into a joint speculation with him at Onion's Point. The cost that we have each been put to upon that account up to the date of the bill of exchange in the pleadings mentioned is I believe £650 or thereabouts.

2. This was, I believe, the first joint transaction that plaintiff Ashdown and I had together.

3. About the end of February or beginning of March, I, at plaintiff Ashdown's instance, bought certain property at Chippendale on the joint account of plaintiff Ashdown and myself, and upon that transaction plaintiff Ashdown made a profit of £700 pounds. This, I believe, was the second joint transaction.

4. Pending these transactions, which occupied several months, I had various conversations with plaintiff Ashdown about my wish to return to England, and he agreed to act for me during my absence, under power of attorney, and previous to my departure, upon receiving by way of recompense one-third of my property after all the liabilities were paid, provided a gentleman, whose name he did not then mention, would undertake the management of the sales of the property. Plaintiff Ashdown subsequently told me that Mr. Pritchard, the gentleman referred to, had consented to act, and it was then arranged that plaintiff Ashdown should manage the finance department, Mr. Pritchard the sales of property, and I attend to the improvement of the properties; and at the same time I agreed to sell to him certain property at the Glebe, with the buildings thereon, for a sum of two thousand eight hundred pounds; and I also agreed, for the further sum of two thousand nine hundred pounds, to erect thereon a house for his intended residence, and on the same day I wrote to him a letter stating more fully the terms. A copy of this letter is appended to the acceptance mentioned in the sixth paragraph.

5. Plaintiff Ashdown thereupon drew up for my signature a document in the words and figures following, which I copied and signed, but whether I did so in the exact form submitted to me or in the form of a letter I cannot say. The document I believed to be fairly drawn up to carry out our agreement, except as to building the house:—

“Referring to the various conversations we have had, and to the proposals I have made to you, regarding the arrangement of my affairs, by the realization of a portion of my properties, with the view of paying off the encumbrances upon them, and of placing the remainder upon a productive footing, at your request and for our mutual satisfaction I beg to submit in writing what I have endeavoured to convey in the conversations referred to. My object is, as you have submitted in the statement furnished to me, to dispose of a portion of my property, the proceeds of which will pay off the incumbrances, and not only leave the remainder of the property free, but enable me to make such improvements on portions of it as will render it highly productive. I am also particularly desirous of returning to England about the end of the year, to accomplish which it will be necessary to carry into effect the above objects.

“Now my proposal is that, in consideration of your rendering me your assistance, and of consenting to act for me under power of attorney during my absence from the Colony, I will sell to you that portion of the property now in my possession at the Glebe, known as the Upper Garden, with the improvements thereon, and also one-third part of the remainder of my property after the payment of the incumbrances, for the sum of £2,800.

“April 3rd, 1857.”

6. The letter from plaintiff Ashdown agreeing to the erection of the house was in the words and figures following, that is to say:—

“Mr. John Garsed, Willow Lodge, Glebe,—

“Dear Sir,

Macquarie-street, Sydney, 4 April, 1857.

“I beg to acknowledge the receipt of your letter of yesterday's date with reference to the erection by you for me of a dwelling-house and out-offices, in accordance with the plans and specifications of the architect, C. S. Storey, Esq., upon the land I have recently purchased from you, situate at the Glebe, and in reply hereby agree to the terms therein stated.

“I am, &c.,

“A. ASHDOWN.”

“Mr. Archibald Ashdown, Macquarie-street, Sydney,—

“Dear Sir,

Sydney, 3 April, 1857.

“In consideration of the sum of (£2,900) two thousand nine hundred pounds sterling, to be paid to me in the manner hereinafter stated, I hereby engage and agree to erect, build, and complete in a proper workmanlike manner and of the best materials, a dwelling-house and out-offices for you, upon the land situate at the Glebe, and recently purchased by you from me.

“Such buildings to be erected with all reasonable despatch, and to be in accordance with the plans and specifications and under the direction and supervision of the architect, C. S. Storey, Esq., and to be fully completed to his satisfaction within six months from this date, unless unusual inclemency of the weather prevent.

“Payment of the above sum to be made in sixteen weekly payments of (£100) one hundred pounds each, and the residue during the progress and upon the completion of the works.

“I remain, &c.,

“JOHN GARSED.”

* * * * *

8. Between the third day of April and the fifteenth day of July, one thousand eight hundred and fifty-seven, I, with plaintiff Ashdown's knowledge and consent, and with moneys procured by means of bills drawn by the plaintiffs Dean and Company upon and accepted by me and discounted by Dean and Company, who carried the proceeds to my credit and placed me in funds thereout, as I required it, partly erected and partly finished, at a cost of four thousand pounds or thereabouts, Willow Lodge at the Glebe, the Commercial Chambers, Pitt-street, the Alma Inn, Camperdown, and certain buildings in Bay-street, Glebe, and improved Oak Lodge, Glebe, and also the property at Chippendale.

9. Some time in the early part of July, one thousand eight hundred and fifty-seven, plaintiff Ashdown told me that Mr. Ingelow, the Manager of the Oriental Banking Company, had refused to renew the bills discounted in that Bank, but that at plaintiff Ashdown's instance he had afterwards agreed to renew for one month, and plaintiff Ashdown stated that the properties would have to be realized to meet the obligation, or the amount of the bills would have to be raised by mortgage upon the property.

10. To carry out plaintiff Ashdown's views, Pritchard drew up and plaintiff Ashdown and I signed a paper writing in the words and figures following:—

“Memorandum.

Glebe Point, Sydney, 15 July, 1857.

“John Garsed agrees to sell, and A. Ashdown agrees to purchase the following properties, upon the terms hereinafter mentioned, viz. :—

Properties.	£	
“Oak Lodge, Willow Lodge, Glebe	6,000	} Fourteen thousand eight hundred pounds.
Lavers's mortgage	600	
Cooper-street, Glebe, four houses.....	1,200	
Eggleton's mortgage	900	
Canterbury Road	900	
Bexley, 1,040 acres more or less, at £5 per acre.....	5,200	
	£14,800	

“THE following liabilities to be taken by Mr. Ashdown and paid by him:—

	£	s.	d.	
“W. Dean & Co.	730	0	0	} Eight thousand eight hundred and fifty-five pounds seventeen shillings and three-pence.
Pro-note due 14 July	329	3	6	
“ ” 11 August.....	1,900	0	0	
“ ” 14 “	700	0	0	
“ ” 14 “	500	0	0	
“ ” 4 September	146	13	9	
“ ” 11 October	600	0	0	
“ ” 2 November	2,500	0	0	
R. J. Want's balance mortgage, Glebe	1,050	0	0	
Cash to be paid by Mr. Ashdown	400	0	0	
	£8,855	17	3	

“This settlement to be in full of all previous arrangements between these parties heretofore made, except Rosherville, which alone remains a joint adventure.

“Possession of Oak Lodge, Glebe, to be given up on the 1st December, 1857, and no rent to be charged to that date.

“JOHN GARSED.

“A. ASHDOWN.”

11. This paper was considered by me, and I believe by plaintiff Ashdown also, as an arrangement for the purpose of raising money, and that our relative positions were in no way altered by it.

12. In the evening of the 10th of August, the day before the due date of the renewed bill mentioned in the 9th paragraph, plaintiff Ashdown and Mr. Pritchard called upon me, and plaintiff Ashdown said that he was unable to retire the said renewed bill for one thousand nine hundred pounds, not having effected any sales of the property or borrowed any money upon it, and that he had seen Mr. Ingelow, who had agreed to renew the same, and he said that the bill for seven hundred pounds would also be renewed, and at his request I accepted two bills for one thousand three hundred pounds each, at two and three months.

13. In consequence of what is stated in the last paragraph, I gave my solicitor, Mr. Want, instructions to prepare, and he did accordingly prepare, a draft deed, of which the following is a copy :—

"MEMORANDUM of an agreement made and entered into this day of in the year 1857, between Archibald Ashdown, auctioneer, of Sydney, in the Colony of New South Wales, of the one part, and John Garsed, of the same place, builder, of the other part : Whereas the said A. Ashdown has lately purchased from the said J. Garsed the several parcels of land and properties for the several sums mentioned in the first schedule hereunder written, and at the time of such purchase it was also agreed that the said A. Ashdown should, in consideration of such sale, take up and pay the several promissory notes mentioned in the second schedule hereunder written, and that all deeds and writings relating to the title to the said properties should remain in the hands of R. J. Want, of Sydney aforesaid, upon the terms and conditions and in manner hereunder mentioned : Now these presents witness, and it is hereby declared by and between the said parties to these presents, that all deeds and writings relating to the title to the said lands and properties respectively shall remain in the hands of the said R. J. Want until the several sums of money and promissory notes specified in the second schedule hereunder written shall have been respectively paid and retired by the said A. Ashdown, his heirs, executors, administrators, or assigns ; and upon full payment and retirement thereof respectively, the said R. J. Want shall deliver the said deeds and writings to the said A. Ashdown, his heirs, executors, administrators, or assigns, respectively, or as he or they shall direct, and also that the said A. Ashdown, his heirs, executors, administrators, or assigns, shall be at liberty to sell the said lands and properties or any of them, upon paying the proceeds of such sales respectively, or handing over the said promissory notes or so many thereof as shall be equivalent in value to the proceeds of such sales, unto the said John Garsed, his heirs, executors, administrators, or assigns, and that thereupon the said R. J. Want shall deliver to the said A. Ashdown, his heirs, executors, administrators, or assigns, or as he or they may direct, the deeds and documents relating respectively to the properties so sold.

"In witness, &c.

"The first schedule above referred to :—

	£	s.	d.
" Land and hereditaments at Bexley	5,200	0	0
Canterbury	900	0	0
Land and houses, Cooper-street, Glebe.....	1,200	0	0
Mortgage—Eggleton to Garsed.....	900	0	0
" Lavers	600	0	0

"The second schedule above referred to :—

	£	s.	d.
" Balance of account due to Dean & Co. by Garsed	730	0	0
Pro. note made by J. Garsed in favour of Dean & Co., due 11 July.....	329	3	6
The like, due 14 August	500	0	0
The like, due 14 September	146	13	4
The like, due 11 October	600	0	0
The like, due 2 November	2,500	0	0

14. In consequence of plaintiff Ashdown refusing to advance any more moneys, and threatening to sell the property which had been conveyed to him in pursuance of the aforesaid agreements, and in consequence also of finding upon comparison that the contract of sale, which I signed without reading it, taking it for granted that Mr. Want had drawn it correctly, had been altered from the draft mentioned in paragraph thirteen, and was different to our original arrangement,—I applied to Mr. Want to file a bill against plaintiff Ashdown to restrain the sale and to amend the contract ; but Mr. Want refused to act, stating that he was the plaintiff Ashdown's attorney ; and finding also that it was probable that without sacrifice of the property plaintiff Ashdown would not be able to carry out the arrangement and pay the bills, I called upon him to reconvey, in order to enable me to carry out the arrangement and pay the bills myself, but this he refused to do, except upon having a profit (which I have called and still call a bonus) of two thousand pounds, and hence resulted the agreement of the thirtieth day of September aforesaid annexed to the joint affidavit of the plaintiff Ashdown and Charles Pearson Pritchard.

15. The consideration moneys expressed upon the deeds of conveyance by me to plaintiff Ashdown, referred to in the agreement of the thirtieth day of September, one thousand eight hundred and fifty-seven, were as follows :—Bexley, five thousand two hundred pounds ; Oak Lodge and Willow Lodge, six thousand pounds ; Cooper-street, one thousand two hundred pounds.

16. I paid all the moneys, and gave the securities and bills mentioned in the agreement of the thirtieth of September, and did the other things required of me, as is truly shown in the following account current.

(K.)

	£	s.	d.		£	s.	d.
To W. Dean & Co.	730	0	0	September 30 /57. Cash	5,650	0	0
pro. notes, due 14 July.....	329	3	6	Want's mortgage, paid by me in cash	1,050	0	0
on bills due 11 August	1,900	0	0	Assigned in full the following mortgages for			
" " 14 " 	700	0	0	cash lent by me—			
" " " " 	500	0	0	J. Walton's mortgage, Petersham	900	0	0
" " 4 September	146	13	9	Eggleton's mortgage on ten houses	900	0	0
" " 11 October.....	600	0	0	Lavers's mortgage, now paid off	600	0	0
" " 2 November	2,500	0	0	Mortgage on Newtown Foundry to A.			
cash paid by Mr. Ashdown	400	0	0	Ashdown	500	0	0
balance of mortgage due to R. J. Want	1,050	0	0	Mortgage on "Russell Arms" to A. Ash-			
				down.....	600	0	0
Liabilities to the 30th September	8,855	17	3	Bill due 7 February, /58	650	15	3
Bonus	2,000	0	0				
Balance	24	18	0				
	£10,880	15	3		£10,880	15	3
To cash paid me by Mr. Ashdown	24	18	0	By balance due to me	24	18	0

17. The four hundred pounds paid in cash by plaintiff Ashdown was paid to me for the purpose of paying wages due to workmen, and for materials, and also to pay for works then in progress, and I applied the same for that purpose.

18. I repeat, that I did make several applications to plaintiff Ashdown as to Rosherville, as with other matters aforesaid, is evidenced by part of the correspondence after recited, and that he did promise to sell my interest in Rosherville.

19. On the fourteenth of December, one thousand eight hundred and fifty-seven, I wrote and sent to plaintiff Ashdown a letter in the words and figures following, to the best of my belief, that is to say :—

"A. Ashdown, Esquire,

"Glebe, 14 December, 1857.

"My dear Sir,

"With regard to Rosherville property, if you think well that the property should be sold by auction, I am willing, and that the account be thus closed, I am prepared to submit to a loss, and indeed should be prepared to submit to a loss, and indeed should prefer it to having the adventure kept open much longer.

"I am now much inconvenienced by want of my account books in Mr. Pritchard's possession ; will you direct him to hand them to Mr. Wilson, that the accounts may be posted up and balanced. I have before asked for them through Mr. Wilson, and Mr. Pritchard promised to send them over, which he has not done.

"I have no secrets in my books, and it is necessary now, especially as I have closed the joint accounts with Mr. Want and others, to balance them up correctly, which I cannot do whilst you retain them.

"As there must be a considerable balance in my favour, I want to ascertain our position, that I may settle with you the amount I promised you towards your expenses for Mr. Pritchard's services, and what may be due to Mr. Storey, who claims commission on Rosherville—£25.

"I remain, &c.,

"JOHN GARSED."

20. On the 16th day of December, one thousand eight hundred and fifty-seven, I received from plaintiff Ashdown a paper writing in the words and figures following, to the best of my belief, that is to say :—

" Sydney, 16 December, 1857.
" A. ASHDOWN."

" RECEIVED from Mr. John Garsed his pro. note at four months, dated this day, for the sum of £50, on account of the sum of £100 agreed to be paid for Mr. Fritchard's services.

21. On the eleventh of January, one thousand eight hundred and fifty-eight, I wrote and sent to plaintiff Ashdown a letter in the words and figures following, to the best of my belief, that is to say :—

" Glebe, 11 January, 1858.
" Yours faithfully,
" JOHN GARSED."

" A. Ashdown, Esquire,
" Dear Sir,
" Have you done anything with Rosherville? I am very anxious to have this account closed, and that the proceeds should go towards the pro. note now running.

22. On the third day of February, one thousand eight hundred and fifty-eight, I wrote and sent to plaintiffs Dean and Ashdown a letter in the words and figures following, to the best of my belief, that is to say :—

" 3 February, 1858.
" Messrs. Dean and Ashdown,
" Gentlemen,
" I wish to know whether you have, as arranged between us, sold any and what portion of the land placed in your hands for the purpose of retiring the note due on Saturday next; and also whether you have received my share of the proceeds of the machinery re-transferred by Mr. Montefiore to me, but held by me on joint account of Mr. Ashdown and myself.
" If you have not received to an amount sufficient to meet the note, I shall be obliged by your renewing the note for the balance, and I will as an additional security deposit with you some long-dated notes in my favour, secured upon property.
" Your early answer will oblige.
" I remain, &c.,
" JOHN GARSED."

23. On the same day or the next day I received from plaintiffs Dean and Ashdown a letter in the handwriting of plaintiff Ashdown, signed by him, " W. Dean & Co.," in the words and figures following, to the best of my belief, that is to say :—

Pitt and O'Connell Streets, Sydney, 3 February, 1858.
" Mr. John Garsed,
" In reply to your letter of this date, we beg to state that we have not sold any land on your behalf, nor do we understand what land you refer to unless it be the leasehold at Lane Cove.
" We have not received any proceeds of machinery transferred by Mr. Montefiore to you, nor are we aware that any was so transferred.
" We have no funds in our hands applicable towards the payment of your acceptance to us due Saturday next.
" We are, &c.,
" W. DEAN & CO."

24. On the fourth day of February I wrote and sent to plaintiffs Dean and Ashdown a letter in the words and figures following, to the best of my belief,—that is to say :—

" Commercial Chambers, Pitt-street, Sydney, Feb. 4, 1858.
" Gentlemen,
" I am much surprised at a demand for £110 15s., as due by me to you.
" I am not aware that I owe you anything at all on open account—I thought it was quite the reverse. I shall be much obliged if you will furnish me with particulars of all the transactions between Messrs. W. Dean & Co. and Mr. Ashdown and myself, and I have no doubt you will find in one or the other the amount has been paid. I have often asked for my detailed account, and shall be glad to have it forthwith for the last two years.
" I am, &c.,
" JOHN GARSED."

25. And I also, on or about the same day, wrote and sent to plaintiff Ashdown a letter in words and figures following, to the best of my belief, that is to say :—

" Commercial Chambers, Pitt-st., Sydney, Feb. 4, 1858.
" Mr. A. Ashdown,
" Sir,
" I have received your note of 3rd instant, and beg to state, in reply, that when you induced me to enter into partnership with you at Onion's Point, now called Rosherville, you spoke positively as to the success of the speculation, but added that it would be necessary to purchase Mr. Montefiore's mortgage, he having a claim for £1,050, as you stated, and that through your house he might be induced to take my promissory note for £300 at six months for his claim. I knew nothing at this time that the place was leased to your brother-in-law (Mr. Wiseman), and that you were answerable for the rent. This may have been a reason why you desired that your name should be concealed as having a joint interest with me in the purchase, &c., and also a reason why you denied to Mr. Wiseman that you had any interest.

" Relying upon your representations, I assented. You drew the form of a letter to be sent to Mr. Montefiore, which I copied. The offer was accepted, and the property was conveyed to me by Mr. Montefiore, Mr. Roxburgh holding the deeds on the joint account of both of us. The machinery was on the ground when we took possession and passed by the deed; at least I thought I took everything that Mr. Montefiore then had. It became necessary to remove it, as we required the ground for building purposes, and you had it removed to Sydney.

" The title stands thus :—
1853. August 4th.—Abbott leased to Colquhoun.
1855. May 7.—The Sheriff sold his interest to Rickards.
" July 2.—Montefiore took a mortgage over the land, the steam-engine, boilers, and saw-mills, plant, gear, saws, fixtures, fittings, and all things on the premises.
" Nov. 5.—Rickards leased to Thomas Wiseman, your brother-in-law, for the residue of the term—first year £350, and each succeeding year £400.

1857. Jany. 31st.—Montefiore absolutely assigned to me.
" The more I reflect, the more dissatisfied I become with all transactions between us for the last twelve months. By our first agreement you had to manage all affairs, and I to carry out certain speculations. At your request I attended a sale of twelve cottages at Chippendale, and if they realized above £900 to let them go; they were knocked down to myself, and we became joint partners. I immediately sold five of them for £950 cash, which you received. The remaining seven I put in repair. You drew upon me for £700, and left me to pay the expenses of all repairs. The property was valued at under £1,400 by Mr. Blackett. Why should I have to pay for repairs? Did you not also, when the property would not realize, repudiate your having been concerned in the Commercial Chambers and Bay-street? Do you forget that I have three witnesses who know it? Although your name was not to be used, did you not get the bill for £2,500, which represented two of our joint transactions, namely Chippendale and Rosherville, discounted? Afterwards, when you stated that Mr. Ingelow would not renew, did you not have property to the value of £14,000 conveyed to you to pay off all our joint liabilities? And, according to our original agreement, after they were paid, was I not to have back two-thirds and you one-third of the properties that remained?

" The night before the bills became due, and after the property had been conveyed, did you not call at my house and tell me that you were not in a position to take them up, but that the Bank would renew if I would accept them? And although I was greatly surprised, after what had occurred, did I not immediately agree to do so?

" I then found it necessary to call on Messrs. Want, to have an agreement made out between us, and as the basis of the agreement left the contract drawn up by you and signed by both of us. Messrs. Want stated the contract correctly in the original draft, but, at your instance, so altered the draft as to place me in a worse position than what you and I had previously agreed upon. And had I taken the precaution of reading the agreement before signing, I should certainly never have executed it in that form. From information I received soon after, I called on Messrs. Want to see the agreement I had signed, and the draft was given to me by one of the clerks. This draft supports my position.

" I instantly instructed Mr. Want to restrain a sale which you threatened, and to procure an alteration of the agreement; but he refused, stating that he was acting for you. Whereupon I had to employ another solicitor, and, against the advice of that

that gentleman, I agreed, for peace sake, to pay all sums you were liable for, and also a bonus to yourself of £2,000. All former I paid, and £1,300 of the bonus, and the pro. note, now about falling due, you drew on me for the balance, and I gave you collateral security, consisting of eight allotments of land.

"I was also obliged by Mr. Want to pay all moneys due to him and his firm on my own account, and also to pay off a cash credit bond for £1,500; and I believe I have now paid all my just debts, with the exception of Broomfield & Co., and a few other small accounts; but I am now called on to pay your law bill, due to Messrs. Want, for the property you instructed them to convey, which I afterwards had to have reconveyed. This bill is payable by you and not by me, and I dispute it.

"In consequence of the payments I have had to make, I have been obliged to raise money on all my properties and my wife's also, and to sell off the greater part of my furniture. The worst part of all is to know how I am abused by those who have received from me nothing but kindness, and annoyed by actions for fictitious debts.

"Although certain of verdicts in my favour, I shall be left as I was in Chambers' case to pay my own costs, not one person having sufficient confidence in the justice of his own cause to refer his claim to arbitration. Informing you that in one case you are my principal witness,—

"I am, &c.,

"JOHN GARSED."

26. On the fifth day of February, one thousand eight hundred and fifty-eight, being the following day, I received a letter, written and signed by plaintiff Ashdown, in words and figures following, to the best of my belief, that is to say:—

"Mr. John Garsed, Commercial Chambers,—

"Sir,

Sydney, February 5, 1858.

"I have received a long letter from you, dated 4th instant, purporting to be a reply to a note from me, dated 3rd instant, which I am not aware of having sent you.

"As many of the statements in your letter are unfounded and untrue, and its general tone most impertinent, I decline to hold any further communication with you.

"I am, &c.,

"A. ASHDOWN."

27. On the same day I wrote and sent to plaintiff Ashdown a letter in the words and figures following, to the best of my belief, that is to say:—

"Mr. Ashdown,

"Sir,

Commercial Chamber, Pitt-street, 5 February, 1858.

"I have received yours of to-day (the note you are not aware of having sent is one written by you and signed 'W. Dean & Co.')

"I again demand a statement of my account with Dean & Co., and the joint accounts between you and myself, as the accounts in the books while kept at your office some months do not show the true nature of the transactions between us.

"If this is unanswered, shall consider it a refusal on your part.

"I am, &c.,

"JOHN GARSED."

28. With respect to the machinery at Rosherville, sold by the plaintiffs, and which I believe to be the property of plaintiff Ashdown and myself, I have since received the assurance of the Honorable Mr. Montefiore that the machinery was not intended to pass by the sale; and therefore I admit that I have no claim on it, but in all other respects I believe the statements in my aforesaid letter to be strictly true.

29. The offer that plaintiff Ashdown made to me, mentioned in the fourth paragraph of his affidavit, applied to his house and grounds, and the matters connected with my contract, commencing from paragraph 4 downwards. His house and grounds, with which I had no interest, must have cost six thousand pounds or thereabouts, and he may have regretted the expenditure of that sum; but I deny that I had actually sold him the other property, except to the extent and for the purposes hereinbefore mentioned; but I say that he was quite safe in making the offer, as I was not in a position to accept it.

30. My plea is, I believe, founded in true equity and natural justice, and I believe that the plaintiff Ashdown and the plaintiffs, who are auctioneers, have in their hands property of mine more than sufficient to pay the six hundred and eighty pounds fifteen shillings and three-pence; and I submit that, as auctioneers, it was their duty upon having the deeds lodged with them to have sold, or at all events to have attempted to sell, or have told me that they would not sell.

31. I deny that I am making away with my property for the purpose of avoiding the payment of the bill of exchange now sued for, or that I have any intention to place my property in such a position as that the plaintiff shall not be able to touch it under any execution; and I say that if the plaintiffs will, through a public sale, realize upon the property in their hands, I will at once pay the balance if any.

32. Plaintiff Ashdown and I originally agreed to go into the building speculation at the Commercial Chambers, New Pitt-street, on joint account, and in the same way as with Rosherville, except that Mr. Smart was to have an interest; but after I had commenced, plaintiff Ashdown declined to do so, and the building was proceeded with under the arrangements before detailed, and paid for up to the fifteenth of July or thereabouts, out of the moneys mentioned in paragraph 8.

Sworn by the deponent, on the day first above-mentioned,

JOHN GARSED.

at Sydney, aforesaid, before me—

EDWIN DAINTRY,

A Commissioner for Affidavits.

B 4.

No. 317, A.D. 1858. Supreme Court (Chambers). Dean and another v. Garsed. Summons.

In the Supreme Court of New South Wales.

Between William Dean and Archibald Ashdown, plaintiffs, and John Garsed, defendant.

LET the defendant, his attorney or agent, attend before the Judge sitting in Chambers, at the Supreme Court House, King-street, Sydney, on Wednesday next, the third day of March instant, at the rising of the Court, to show cause why the plea filed herein should not be struck out, with leave to the plaintiffs to sign judgment as for want of a plea, on the grounds that the said plea is so framed as to prejudice, embarrass, and delay the fair trial of the action, and that the said plea is wholly false; and on the further grounds stated and disclosed in the joint affidavit of Archibald Ashdown and Charles Pearson Pritchard, sworn and filed in support of this application, and a true copy whereof is served herewith.

Dated this second day of March, A.D. 1858.

For the Prothonotary,

A. P. MACKECHNIE,

3rd Clerk, Supreme Court.

B 5.

Garsed *vs.* Dean and another. Order. Filed 4 March, A.D. 1858.—A.P.M.

In the Supreme Court of New South Wales.

William Dean and Archibald Ashdown, plaintiffs, and John Garsed, defendant.

WEDNESDAY, the third day of March, in the year of our Lord one thousand eight hundred and fifty-eight. Upon reading the Judge's summons to take defendant's plea off the file herein, and upon hearing counsel for the plaintiffs and for the defendant, I order that the said Judge's summons be dismissed.

J. N. DICKINSON.

B 6.

In the Supreme Court of New South Wales (Chambers).

In the matter of Randolph John Want—*ex parte* John Garsed. Summons.

LET Randolph John Want, his attorney or agent, attend before the Judge sitting in Chambers, at the Supreme Court House of New South Wales, in King-street, Sydney, on Friday next, the 24th day of October instant, at ten o'clock in the forenoon, to show cause why he should not deliver up certain accounts, papers, documents, and vouchers submitted in evidence before His Honor Sir John Nodes Dickinson, in a certain cause wherein W. Dean and A. Ashdown were plaintiffs, and John Garsed was defendant, and which said papers, writings, vouchers, and accounts were submitted to the Court by the counsel of the defendant in the said cause, also a certain agreement dated August 11th, 1857, also a certain deed dated March 18th, 1857, and made between the plaintiff A. Ashdown and the defendant John Garsed, and why the said Judge should not make such further

further or other order as he may think fit on the grounds appearing in the affidavit of John Garsed sworn and filed this day in support of this motion.

Dated this 21st day of October, A.D. 1862.

For the Prothonotary,

A. P. MACKECHNIE,

2nd Clerk of the Supreme Court.

Take notice that the affidavit of John Garsed sworn and filed herein, and all other papers, writings, accounts, and vouchers, and the affidavit of Ashdown and Pritchard, and all other affidavits, will be read and used in support of this application.

Filed 21st Oct., 1862.—G.J.C.

Oct. 28th, 1862. Cor. Milford, J. Stand over till next Friday. Copy of affidavit to be served.—R.M. Garsed in person.

B 7.

In the Supreme Court of New South Wales. In Chambers.

In the matter of Randolph John Want, *ex parte* John Garsed. Affidavit of John Garsed. Filed 21st Oct., 1862.—G.J.C.

On this twenty-first day of October, one thousand eight hundred and sixty-two, John Garsed, of Edgecliff Road, near Sydney, in the Colony of New South Wales, gentleman, being duly sworn, maketh oath and saith as follows:—

1. On the ninth day of February, one thousand eight hundred and fifty-eight, a certain action was commenced in the Supreme Court of New South Wales on a bill of exchange for six hundred and eighty pounds fifteen shillings and three-pence, in which said action one William Dean and one Archibald Ashdown were the plaintiffs, and I, John Garsed was the defendant.

2. I took the opinion of counsel and defended the action on equitable grounds, that is to say, the plea filed to the declaration of the said plaintiffs amounted to a plea of want of consideration on the part of William Dean and Company.

3. An application was made to take the said plea off the file, on the grounds disclosed in the joint affidavit of Archibald Ashdown and one Charles Pearson Pritchard, clerk and book-keeper in the employ of Ashdown and Garsed, sworn and filed in the Supreme Court, on the second day of March, one thousand eight hundred and fifty-eight.

4. The above application came on to be heard before Mr. Justice Dickinson, the Judge sitting in Chambers, on the third day of March, one thousand eight hundred and fifty-eight, when the said application was dismissed; and before the said cause came on to be heard, the said Archibald Ashdown lodged an information against me on a charge of perjury, when the Bench declined to recognize the case at that time, and the same was dismissed.

5. Afterwards, on the twenty-second day of April, one thousand eight hundred and fifty-eight, the said action on the said bill of exchange came on to be tried in due form of law in the Supreme Court aforesaid, before His Honor Mr. Justice Dickinson and a Jury of four, and was continued to the twenty-third and twenty-fourth days of the said month of April, and was adjourned to the eighteenth, nineteenth, and twentieth days of the following month of May, on which last-mentioned day the Jury retired for about three hours to consider their verdict, and on their return in open Court, the foreman, Mr. T. M. Stokes, returned a verdict for plaintiffs, damages six hundred and ninety-six pounds two shillings and sixpence; they also added a rider to their verdict expressing their opinion that this bill had been given in settlement of the accounts with the firm. This finding amounted to a declaration of their belief of the said Archibald Ashdown's version; that is to say, that the said Charles Pearson Pritchard did deliver to me, on the twenty-fourth day of September, one thousand eight hundred and fifty-seven, in the presence of Archibald Ashdown, a red ink memorandum in his (Pritchard's) handwriting, showing the settlement between myself and Ashdown on the thirtieth day of September, one thousand eight hundred and fifty-seven.

6. At an early stage in the said action His Honor Mr. Justice Dickinson endeavoured to bring about a reference to arbitration. These efforts were, however, unsuccessful—the plaintiff's counsel would not consent to a reference, and it was found that His Honor had unfortunately no power to compel a reference in a case of this description; but in summing up, His Honor expressed his opinion that a case of this nature was one which did not come legitimately within the province of a Judge and Jury to decide, and that in England a reference to arbitration would, under similar circumstances, have been at once assented to when recommended by the Judge.

7. My counsel certified for a new trial.

8. I received from Charles Pearson Pritchard a red ink memorandum in his (Pritchard's) handwriting, relating to certain bills of exchange payable to W. Dean & Co., R. J. Want, and others, which said bill of exchange was not included in Ashdown's list of liabilities mentioned with agreements signed "A. Ashdown." The said red ink memorandum was found subsequent to the said action, and now, I believe, deposited in the Crown Solicitor's office, and I verily believe if that memorandum had been produced at the trial the verdict would have been in my favour.

9. I never received from Pritchard, as stated at the trial, in the presence of Ashdown, in his office, a red ink memorandum in the handwriting of the said Pritchard, showing the settlement of transactions between myself and Ashdown.

10. The settlement was made by an agreement, dated thirtieth September, one thousand eight hundred and fifty-seven, signed A. Ashdown, witness, R. J. Want, solicitor. At the end of the said agreement are the following words, in the handwriting of R. J. Want:—"The above agreement is in full satisfaction and discharge of all previous agreements or undertakings relative to the sale or purchase of the above properties between the above parties. September 30th, 1857.—A. ASHDOWN."

11. On the seventeenth of December, one thousand eight hundred and fifty-eight, Randolph John Want, on his oath, states:—"A bill was given for the balance by Garsed to Ashdown at a short date, payment of which was to be secured by the depositing of the deeds. I can't tell whether I prepared the agreement dated thirtieth September, one thousand eight hundred and fifty-seven. I am the attesting witness to the agreement; it contains nothing false that I know of. Sworn before D. Forbes J.P."

12. Andrew Mackechnie, on his oath, states:—"I am one of the clerks of the Supreme Court. I have not got an affidavit sworn before Mr. Pownall on or about the second March, one thousand eight hundred and fifty-eight, by Pritchard and Ashdown; I am not aware that any such affidavit was ever filed; if it had been filed, it would have been in the hands of the Prothonotary, and then in my custody. There would be no record kept of any such affidavit having been filed; I know nothing about the affidavit."

13. Pritchard stated at the trial, he entered the bill of exchange, £680 15s. 3d., mentioned in the said joint affidavit of Ashdown and Pritchard, in his account books, payable to Ashdown—Ashdown individually. After the thirtieth September, one thousand eight hundred and fifty-seven, he had ceased to be acting for Garsed; he was then in the employ of Archibald Ashdown, and received his salary from Archibald Ashdown, at the rate of £500 a year, for nine months, from the first of April, one thousand eight hundred and fifty-seven. Pritchard's account books in evidence, dated eighteenth March, one thousand eight hundred and fifty-seven, in evidence; on reading, His Honor Mr. Justice Dickinson ruled partnership transactions between Ashdown and myself proved; and that W. Dean & Co. are bound by the account books kept by Pritchard at W. Dean & Co.'s office.

14. The account books kept by Pritchard are, I believe, in the possession of Mr. J. P. Mackenzie, Official Assignee.

15. Archibald Ashdown stated at the trial,—"There was an arrangement that his name should not have appeared at all." The agreement dated thirtieth September, one thousand eight hundred and fifty-seven, meant him. He kept his private accounts in firm books (meaning W. Dean & Co.'s account books). There is no entry of £2,000 in firm books. There was no account kept showing how the balance was to be struck between us (meaning Ashdown and myself). Our books (meaning W. Dean & Co.'s books) will not show Garsed's debt to W. Dean & Co. in September, one thousand eight hundred and fifty-seven. Our books at that time showed a balance of £754 18s., and overdue bill for £329 3s. 6d., and £150 and £250, making £400, the payment provided for in the fifteenth July, one thousand eight hundred and fifty-seven agreement; £9,830 15s. 3d. includes the £2,000. Garsed's bill of exchange for £1,900, due eleventh August, one thousand eight hundred and fifty-seven, was dishonored. My cheque for £1,900 was not drawn until twelfth, might have been thirteenth. I dated it eleventh August, one thousand eight hundred and fifty-seven. I did not get the two bills, £1,300 each, discounted until the twelfth. I received from Garsed two notes £1,300 each, to retire. £1,900 and £700 (due eleventh and fourteenth August, one thousand eight hundred and fifty-seven). I had something to do with Chippendale (meaning seven cottages); so had Garsed. I was at one time entitled to half-share." The above form my counsel's notes of evidence, and my attorney's notes of evidence, in their handwriting, delivered to me in February, one thousand eight hundred and fifty-nine, and will be read in support of this motion.

16. I have read the two informations "on charges of perjury," lodged against me by the said Archibald Ashdown, at the Central Police Office, Sydney, and more particularly the one lodged on the ninth December, one thousand eight hundred and

and fifty-eight. Ashdown says—"On the second day of March, in the year aforesaid, the said William Dean and Archibald Ashdown took out of the said Supreme Court a summons calling upon the said John Garsed to show cause, on the third day of the said month of March, why the said plea filed therein should not be struck out, with leave to the plaintiffs to sign judgment as for want of plea, on the grounds that the said plea was so framed as to prejudice, embarrass, and delay the fair trial of the said action, and that the said plea was wholly false, and on the further grounds stated and disclosed in the joint affidavit of the said Archibald Ashdown and one Charles Pearson Pritchard, sworn in support of the said application."

17. I have read the joint affidavit of Pritchard and Ashdown, filed in the said cause, and particularly parts of the paragraphs numbered three, eleven, and fourteen. The two first said paragraphs say:—"The settlement of the transaction between Archibald Ashdown and John Garsed was carried into effect by an agreement, a copy of which is annexed to this affidavit, marked A, meaning the said agreement dated thirtieth September, one thousand eight hundred and fifty-seven. The said last paragraph says:—"The bill of exchange for the sum of six hundred and eighty pounds fifteen shillings and three-pence was the balance found to be due on the accounts between Archibald Ashdown and John Garsed," and I say so much of the said paragraphs are true.

18. I have read the paragraphs numbered one and ten of the said joint affidavit, and I say the same is totally untrue.

19. Parts of five and six paragraphs of the said joint affidavit say:—"The title-deeds of some property of the said John Garsed were handed as a collateral security for due payment of the said sum of £680 15s. 3d., but the said Dean & Co. never had any power of sale on the said property. The title-deeds of the said Rosherville estate have been in my hands since the month of April last or thereabouts as the joint owner of the same with John Garsed." I say so much of the said paragraphs are true.

20. My counsel exhibited to the Court and Jury in the said action a number of documents, accounts, also Pritchard's journal and ledger. I believe not one of my said documents and accounts was in evidence at my trial before His Honor the Chief Justice, in October, one thousand eight hundred and fifty-nine.

21. I will produce, in the handwriting of Mr. Robert Hamilton Sempill, his letter dated "Sydney, January 25th, 1861." Mr. Sempill says the documents relating to the civil action—Dean and another v. Garsed. I must inform you that I took particular care of the documents put in evidence. I believe that I have vouchers to show that I disposed of all those documents that came to my hands in that action to the places appointed for their custody by law, with the exception of one book produced from the office of Dean & Company, to whom I returned it because their daily business could not have gone on without it.

22.

"Supreme Court, Sydney, January 3rd, 1861.

"John Garsed.

"I am directed by the Acting Chief Justice to acknowledge the receipt of your letter, dated 29th December, 1860. His Honor further directs me to state that he has made all due inquiries regarding the documents to which you allude, but has not been able to learn their whereabouts.

SEDGWICK S. COWPER."

23. In my letter addressed to the Acting Chief Justice, dated 29th December, 1862, I say:—"Feeling the greatest anxiety about my exhibits, I hope your Honor will be pleased to send me word if the above documents are returned to their proper places of deposit (meaning the following documents in evidence, August, 1859, viz.:—Cancelled conveyance, Garsed to Hutchinson; Newtown allotments; copy of affidavit, Ashdown and Pritchard, signed Want; a book made up by Mr. Humphery, accountant, from journal kept by Mr. Pritchard at Dean & Co.'s office; copy of correspondence between the Honorable J. Montefiore and myself respecting machinery at Rosherville); also if my exhibits in evidence at my trial before your Honor in April and May, 1858—Dean and Ashdown v. Garsed—are still records of the Supreme Court; and will your Honor be pleased to inform me the number and purport of each."

24. I will produce a letter, dated from Supreme Court Office, Sydney, 14th March, 1861, signed S. Raymond, Prothonotary.

25. I will produce a letter dated from Lyons Terrace, 5th April, 1861, signed Cecil B. Stephen, and the statement referred to in the said letter.

26. I will produce certain papers published in Sydney, more particularly the *Empire*, dated 12th October, 1859, and *Sydney Morning Herald*, dated 12th October, 1859.

27. I will produce all my exhibits I received from Mr. Andrew Mackechnie, Clerk of the Supreme Court, since my release from confinement.

28. On or about the tenth June, one thousand eight hundred and fifty-seven, I had entered into a joint building speculation, in writing, with the said William Dean, but the said Ashdown prevented the said building speculation being carried out, by stating to me that his partner William Dean had no money except in the business, and he (Ashdown) would not allow his partner to draw money out of the business for speculation, and that the property about to be built upon belonged to the said William Dean's wife. The said writing drawn up by the said William Dean is I believe deposited in the Crown Solicitor's office.

29. Ashdown not being able to retire at maturity a certain bill of exchange for nineteen hundred pounds, due eleventh of August, one thousand eight hundred and fifty-seven, the said Ashdown asked me to give him two fresh bills of exchange or promissory notes for thirteen hundred pounds each, for discount, to place him in funds to enable him to retire the said bill of exchange, a promissory note, and also one due for seven hundred pounds on the fourteenth of the said month; but in consequence of the private conversation I had with him respecting his partner William Dean, I refused to give the said Ashdown the said fresh bills or notes unless he signed a fresh agreement in substance "that all my deeds and writings relating to the lands and properties respectively," which said lands and properties are mentioned in a certain agreement dated fifteenth of July, one thousand eight hundred and fifty-seven, signed A. Ashdown and John Garsed, shall remain in the hands of my solicitor, R. J. Want, Ashdown being at liberty to sell the said lands and properties, or any of them, upon paying the proceeds of such sale respectively, or handing over the bills of exchange or notes mentioned in the said July agreement, or so many thereof as shall be equivalent in value to the proceeds of such sales, unto myself, the real value or cost of the said lands and properties to be mentioned in the agreement, the total amount, eight thousand eight hundred pounds, also the balance of Ashdown's liabilities to the firm of W. Dean & Co., "after payment of the said two bills of exchange or notes for nineteen hundred and seven hundred pounds" to be mentioned in the agreement, the total amount four thousand eight hundred and five pounds sixteen shillings and ten-pence or thereabouts.

30. Ashdown agreed to sign a fresh agreement in terms before mentioned. On the eleventh of August, in the year aforesaid, I called on my solicitor, Mr. R. J. Want, to have an agreement made out between Ashdown and self as the basis of the said agreement; left the said agreement, dated fifteenth of July, in the year aforesaid (signed A. Ashdown and John Garsed), and a memorandum in the handwriting of the said C. P. Pritchard, with my said solicitor, R. J. Want; my solicitor stated the contract between Ashdown and self correctly, in the original draft agreement drawn up on the eleventh of August in the year aforesaid. Ashdown approved of the original draft; no alteration was to be made in figures, but with my consent the following words to be left out, "Provided nevertheless that the lands and properties so sold shall be sold for their respective value or thereabouts." I then accepted two fresh bills or notes for thirteen hundred pounds each in favour of W. Dean & Co., and requested Pritchard to see that Ashdown signed the agreement.

31. The sums mentioned in the said draft agreement—Bexley, 1,040 acres, more or less, at £5 per acre, £5,200—I had previously sold several small farms, a part of the said Bexley estate, at fifteen pounds per acre; and to the best of my belief not 1 acre had been sold by me for less than fifteen pounds per acre. Land, Canterbury Road, near Petersham Station, £1000—I had previously lent upon this property eight hundred pounds, and a large sum was due for interest. Four houses, Cooper-street, Glebe, £1,200—I believe I purchased this property for twelve hundred pounds. Lavers's mortgage, £600—I lent upon this property six hundred pounds. Eggleton's mortgage, £900—I lent upon this property nine hundred pounds.

32. Some time about the beginning of September, one thousand eight hundred and fifty-seven, P. A. Thompson, solicitor, informed me that Mr. Want, my attorney, had left out the value of my properties in figures in the said agreement signed Ashdown.

33. I called on Mr. R. J. Want to see the agreement I had signed, and the draft was given to me by one of Mr. Want's clerks. I believe the draft or copy of the draft is deposited in the Crown Solicitor's Office; the original was among my private papers, July the 3rd, one thousand eight hundred and fifty-eight, or in possession of my attorney. On seeing the agreement signed I instantly instructed Mr. Want to restrain Ashdown from selling any of my said properties, and to procure an alteration of the said agreement, but Mr. Want refused, stating he was then acting for Mr. Ashdown, and told me to employ some other solicitor.

34. I called upon Ashdown to reconvey my properties; this he refused to do, unless I gave him the two thousand pounds in excess of his liabilities mentioned in the said July agreement. At first I refused to give Ashdown two thousand pounds, and consulted P. A. Thompson, solicitor; after several meetings, and against the advice of my solicitor, P. A. Thompson, I agreed to give Ashdown a bonus of two thousand pounds.

34.

34. I paid R. J. Want balance of mortgage, Glebe, mentioned in said July agreement, and by correcting the first item of Ashdown's liabilities, £730—correct amount, £754 18s., it left a balance of £7,830 15s. 3d., and by adding to that amount a bonus of two thousand pounds will give the exact amount mentioned in the said agreement, dated thirtieth of September in the year aforesaid, signed A. Ashdown, witness—R. J. Want, viz., the sum of £9,830 15s. 3d.

35. I paid the said sum of nine thousand eight hundred and thirty pounds fifteen shillings and three-pence, in terms of the said agreement, that is to say: first paragraph—sterling money, £5,650; second paragraph—land as a cash payment of £900; third paragraph—transfer to Eggleton, mortgage as a cash payment of £900; fourth paragraph—transfer of Lavers's mortgage as a cash payment of £600; the sum of £1,780 15s. 3d., residue of the said purchase money or sum of £9,830 15s. 3d., in the following manner, namely:—Six hundred pounds part thereof shall be secured by a mortgage for the sum of one thousand one hundred pounds upon "Russell's Arms," Ashdown covenanting with me to pay off five hundred pounds charged thereon, with all interest to accrue due thereon from the date of the said mortgage; the sum of five hundred pounds secured by a mortgage upon the Newtown Foundry; and the sum of six hundred and eighty pounds fifteen shillings and three-pence shall be secured by a promissory note and a memorandum and deposit by way of equitable mortgage of deeds and documents relating to land of mine.

36. I have been informed and verily believe that the agreement of the eleventh of August, one thousand eight hundred and fifty-seven, made between Archibald Ashdown of the one part, and John Garsed of the other part, is not a legal document, and that the said Archibald Ashdown can give no title to any of the properties mentioned in the said agreements dated the eleventh of August and thirtieth of September, one thousand eight hundred and fifty-seven.

37. Mr. Want in his evidence says—"He believed the properties mentioned in the said July agreement, signed A. Ashdown and John Garsed, did cost me the sum mentioned in the said agreement, that is to say, fourteen thousand eight hundred pounds, and that he first acted for Ashdown on the fourteenth of August, one thousand eight hundred and fifty-seven." (The above copied from my notes of evidence.)

38. I have read the evidence of Ashdown, sworn at the Police Office, Sydney, on the seventeenth and twentieth of December, one thousand eight hundred and fifty-seven, before D. Forbes, Esq., J.P., more particularly that part of Ashdown's evidence in which he says—"I engaged Pritchard to look after the accounts between Garsed and self. The books kept by Pritchard were kept by him in the building occupied by W. Dean & Co. The alteration from £730 to £754 18s. 0d. was made in the agreement of the thirtieth of September, one thousand eight hundred and fifty-seven, in the correction of the accounts of the 15th July, 1857; the alteration was made in the accounts as soon as the error was discovered. The bills for nineteen hundred pounds and seven hundred pounds were retired by fresh bills given by Garsed. Those bills under that agreement of the 15th July, 1857, became a liability of my own. Two of the notes renewed by Garsed were given to Dean & Co., as between Garsed and self; I only was liable, not Dean & Co. The bills making up the seven thousand eight hundred and thirty pounds fifteen shillings and three-pence are all paid. If under all my said agreements with Garsed I had been a loser, Dean & Co. would not have participated in the loss. I never took from Garsed yet any bills in my own name except two for fifty pounds each on account of Pritchard's salary." And I say so much of the said evidence is true.

39. Ashdown in his evidence says in substance—"He purchased the Upper Garden, Glebe, with the improvements thereon, and also one-third part of my properties after the payment of the incumbrances, for the sum of two thousand eight hundred pounds." And says—"I paid all notes at maturity between the fifteenth of July and thirtieth September, one thousand eight hundred and fifty-seven. There was not a fresh agreement between Garsed and self on the eleventh August (meaning eleventh August one thousand eight hundred and fifty-seven), but a letter passed. About the twenty-third or twenty-fourth September, one thousand eight hundred and fifty-seven, Garsed received the account like that marked 'N.' It was in red ink." I say the said evidence is not true.

Copy in the handwriting of Archibald Ashdown, marked Dean & another v. Garsed.—D's, Ex., 22/4/58, R.S. (Read.)

"Mortgage to Want on the entire Glebe property for four thousand two hundred and fifty pounds at five per cent. for two years.

"A.A. (meaning Archibald Ashdown) purchased a portion of the above property for two thousand eight hundred pounds, which was duly conveyed and released by Want.

"A.A. (meaning Archibald Ashdown) then borrowed and secured by mortgage on his portion three thousand pounds, which three thousand pounds with a cheque for two hundred pounds, in all three thousand two hundred pounds, was paid to Mr. Want in part liquidation of the mortgage for four thousand two hundred and fifty pounds, leaving the sum of one thousand and fifty pounds with accrued interest remaining due upon the balance of the property, viz., "Oak and Willow Lodge."

Copy in the handwriting of Archibald Ashdown, dated October 3rd, 1857 (both received same date), marked Dean & another v. Garsed.—D's, Ex., 22/4/58, R.S.

"Interest on purchase at Glebe from second April to first June, say on two thousand eight hundred pounds at five pounds per cent., twenty-three pounds, six shillings, and eight-pence. A. ASHDOWN."

Copy received from Crown Solicitor's Office.

Reg. v. John Garsed, 5/10/59, E.L.

Endorsed "Pritchard's red ink account or memorandum."

Particulars of settlement of account with John Garsed, in terms of agreement dated 30th September, 1857.

To John Garsed, liabilities to W. Dean & Co., consisting of—		1857.				
	£	s.	d.	£	s.	d.
July 14. To balance of account rendered	754	18	0	Cash	5,650	0 0
" To acceptance due this date	329	3	6		Glebe acct.	
16/24 To cash per cheques these dates.....	400	0	0	Eggleton's mortgage	900	0 0
Following acceptances—					Advance acct.	
Due 14 August	500	0	0	Lavers's do.	600	0 0
15 September	146	13	9	Do.		
15 October	1,300	0	0	J. Garsed's acceptance due, 6th February, 1858	680	15 3
2 November	2,500	0	0			
11 November	600	0	0			
15 November	1,300	0	0			
				Settled and paid in sums following:—		
	£7,830	15	3	Conveyance, land at Petersham...	900	0 0
To J. Garsed liabilities to A. Ashdown	2,000	0	0	Mortgage, "Russell's Arms" ...	600	0 0
				Newtown Foundry	500	0 0
						£2,000 0 0
	£9,830	15	3			

40. Marks, Glebe account, advance account, do. are written with a pencil on the original "N." deposited in the Crown Solicitor's office. Archibald Ashdown kept five distinct accounts in my name in W. Dean & Co.'s account books, viz., Garsed's advance account, Garsed's Glebe account, Garsed's open advance account. The above three accounts are Ashdown's private accounts. The bill of exchange for £2,500, due November second, one thousand eight hundred and fifty-seven, mentioned in N, is in my possession. I retired the said bill by my own cheque, now in possession of the English, Scottish, and Australian Chartered Bank. Ashdown paid the firm of W. Dean & Co. the said two thousand five hundred pounds in manner following:—Mortgage "Russell's Arms," £1,100; Eggleton's mortgage, £900; mortgage Newtown Foundry, £500. Copied from my notes, afterwards examined at W. Dean & Co.'s office, balance of accounts kept by Ashdown in my name in W. Dean & Co.'s account books, 15th July, 1857.

	£	s.	d.	
Advance account.....	1,323	12	4	
Open advance account	2,500	0	0	
Glebe account	1,600	0	0	
Special account	500	0	0	
General account	40	6	8	Ashdown's

Ashdown's evidence all cheques he paid me on his private account, with the exception of one for a small amount he signed W. Dean & Co.

41. Mr. Daintrey, solicitor, evidence. He says—"In the month of December, one thousand eight hundred and fifty-seven, Garsed and Ashdown came to my office together; I think Garsed asked Ashdown if he had sold Rosherville or Onion's Point; I believe it was Ashdown said it was a bad time to sell, because of the elections. I have had transactions with Pritchard, which Ashdown afterwards acknowledged. Pritchard told me of a long negotiation which had been going on between Ashdown and Garsed, and said that Garsed had given, or had at last given or was to give Ashdown a bonus of £2,000. I prepared the deeds, and they were executed by Garsed on his own behalf contracting between himself and Ashdown. I afterwards sent the deeds to Ashdown. That both Ashdown and Garsed acknowledged in effect that Pritchard was their agent. I understood that Ashdown took all the securities in deeds or cash—I am sure Pritchard told me he did."

42. Mr. F. M. Stokes' evidence. He says—"I was one of the jurymen; I am at present in Mr. Dean's employment. I have known Mr. Dean for many years; I went into Mr. Dean's employ when Mr. Ashdown left the firm."

43. Mr. Joseph Carroll, Dean & Co.'s principal bookkeeper, published a letter in the *Empire* before my trial at Darlinghurst was terminated, in which said letter Mr. Carroll says W. Dean & Co.'s account books will not show the said red ink account marked N.

44. The ninth paragraph of the said joint affidavit says—"I, Charles Pearson Pritchard, for myself, say, I have been fully acquainted with the whole of the transactions between the said John Garsed and the said Archibald Ashdown, and have been employed by the said John Garsed and the said Archibald Ashdown," and I say the said statement is true.

45. The eighth paragraph of the said joint affidavit the said Ashdown says—"I believe that the said defendant is making away with his property, for the purpose of avoiding the payment of this bill of exchange (meaning the said bill £680 15s. 3d.)"

46. I say my interest in Rosherville House and grounds, and my other lands mentioned in the said joint affidavit were, on the thirtieth of September, one thousand eight hundred and fifty-seven, of greater value than the amount of the said bill of exchange for £680 15s. 3d.

47. Copy in the handwriting of Piddock Arthur Thompson, my solicitor—

Marked Reg. v. Garsed, examined 6th September, 1859. R.S.

	£	s.	d.
Fort-street, subject to mortgage of £1,200			
Willow Lodge } subject to mortgage of £3,500.....	4,700	0	0
and } Oak Lodge } [Some word.]			
To be conveyed to Mrs. Garsed's trustee.			
Eq. of redn. of Bexley, subject to mortgage of Terry of	2,000	0	0
Blackwattle and Chambers, subject to mortgage to Clark Irving.....	4,000	0	0
Chippendale Cottages, subject to mortgage to Provident Trust Company...	700	0	0
Camperdown Bligh Terrace properties free from incumbrances.			
Conveyance showing no trust.			
Not to be registered.			
Trust deed to realize and apply.			

Proceeds in discharging the £4,700 and after payment of the same to account to Mr. Garsed for one-half of the profit.

48. In May, 1858, it was the opinion of P. A. Thompson, my solicitor, Willow Lodge and Oak Lodge did not belong to Mrs. Garsed; the equity of this property was sold to Mr. Terry; he offered Mrs. Garsed an annuity for life of ninety pounds a year, or the sum of fifteen hundred pounds. The annuity was refused, on the ground if Mrs. Garsed was entitled to the annuity she was legally entitled to the property; and the fifteen hundred pounds was paid to Mr. Terry in reduction of other mortgage debts, viz., Bexley Estate and one hundred and fifty-seven allotments of land situate at Camperdown; on this property is built the "Alma Inn."

49. I positively deny the charge of making away with any portion of my property; and it was my wish to have the said trust deed registered. I am prepared to produce other memorandums in the handwriting of P. A. Thompson, my solicitor, to the same effect as before.

50. My said equitable plea says that, before the commencement of this suit, I and Ashdown were in partnership together in various transactions (proved by Ashdown's evidence and deed of trust) in settlement of those transactions, except Rosherville; I gave Ashdown a bonus of two thousand pounds (bonus proved by agreements and Mr. Daintrey's evidence) the bill of six hundred and eighty pounds fifteen shillings and three-pence was, at the request of Ashdown, drawn in favour of W. Dean & Co. (Ashdown's evidence proves the said two thirteen hundred pound bills was, at Ashdown's request, drawn in favour of W. Dean & Co., and that he signed his private cheques, paid me, W. Dean & Co.) To secure the payment of the said bill, I handed certain title-deeds of lands belonging to me (Ashdown and Pritchard's joint affidavit says W. Dean & Co. never had any power of sale in the said property). The bill of exchange six hundred and eighty pounds fifteen shillings and three-pence was the balance due on the accounts between Ashdown and myself. I requested Ashdown to sell my interest in Rosherville and apply the proceeds in or towards liquidation of the said six hundred and eighty pounds fifteen shillings and three-pence (Mr. Daintrey's evidence proves conversation between Ashdown and myself about sale of Rosherville, in the month of December, one thousand eight hundred and fifty-seven). I aver it was the duty of plaintiffs to sell Rosherville and the other lands which on the third of October, one thousand eight hundred and fifty-seven were, and still are of greater value than the amount of the said bill; and that until having exhausted the securities, they were not entitled to proceed against me for the said amount.

The three said agreements signed Ashdown, dated in July, August, and September, one thousand eight hundred and fifty-seven, confirm the truth of my equitable plea; also the said joint affidavit; Pritchard's account books, and W. Dean & Co.'s account books; also Ashdown and Pritchard's evidence; also memorandum in my possession in the handwriting of Ashdown and Pritchard, but which last was not in evidence at my trial at Darlinghurst.

51. The information sworn by Ashdown, at the Police Office, in December, one thousand eight hundred and fifty-seven, contains some hundreds of words and figures in the said information. The perjury is assigned on my equitable plea, my affidavit in reply to the said joint affidavit, and my evidence in the civil action.

52. The information filed 1st August, one thousand eight hundred and fifty-nine, only discloses the following words:—"I gave Ashdown a bonus of two thousand pounds or thereabouts, of which the six hundred and eighty pounds fifteen shillings and three-pence, the amount of the bill of exchange now sued upon, forms part."

53. I have frequently called at Mr. Want's office about the said records, printings, accounts, writings, bills, deeds, and agreements, and other papers relating to the several matters referred to in my affidavit. Mr. Want informed me he could not find them, and that he had not seen them since his return from England.

54. Affidavits sworn respectively by Hugh Dixon, on the twenty-third of May, one thousand eight hundred and fifty-eight, and Archibald Ashdown, on the twenty-eighth of the same month, were filed in the said cause, and in consequence thereof I was called upon to find further security to meet the necessary expenses of a new trial, such said security to be given to the satisfaction of plaintiff Ashdown's solicitor, the late Mr. George Want.

55. I offered the deeds of Bexley House and grounds to meet the necessary expenses of a new trial, which offer was refused, and all other securities offered were also refused.

56. To protect my properties—to stay actions for what I believed and still believe to be fraudulent claims, and to have Ashdown's private accounts kept by him in my name in W. Dean & Co.'s books examined in the Insolvent Court—I gave instructions to my attorney, P. A. Thompson, to prepare my schedule.

57. My attorney, P. A. Thompson, informed me it was necessary to meet the regulations of the Insolvent Court that I should show a deficiency.

58. I paid all bills of exchange or notes, with the exception of the said £680 15s. 3d., and I believe two small bills I gave my attorney; my attorney promising to deliver in detail his account for law charges I had previously paid my barrister's fees, with the exception of one which by forgetfulness was left unpaid.

59. I borrowed from Mr. Clark Irving the sum of one hundred and sixty pounds upon my Commercial Chambers, Pitt-street, opposite the Exchange.

60. I paid with the money I had borrowed from Mr. Clark Irving, the sum of eighty pounds due to that gentleman for interest, I paid the balance of one hundred pounds I promised Ashdown towards Pritchard's salary, and all other sums due for interest.

61. P. A. Thompson, my attorney, to meet the regulations of the Insolvent Court, valued all my properties mortgaged, at the mortgage debts and interest only, but added a rider to my schedule—all claims I disputed the sums of each claim mentioned—all sums owing to me but disputed—sums not to be mentioned in my schedule—and by undervaluing other assets I by this means showed a deficiency. All I possessed is mentioned in my schedule, my assignee received in writing the value of each of my properties and the true nature of each claim disputed. My schedule was filed on the 3rd July, 1858.

62. Before filing my schedule, my attorney P. A. Thompson was fully aware that a certain mortgage deed purporting to be a mortgage over the "Alma Inn" was cancelled, and that my assignee received the rent of the "Alma Inn" from the third day of July, one thousand eight hundred and fifty-eight.

63. My attorney P. A. Thompson did in writing instruct W. R. Smart, conveyancer, not to register a certain trust deed and articles of agreement dated I believe fourth February, one thousand eight hundred and fifty-eight.

64. On the third day of July, one thousand eight hundred and fifty-eight, W. R. Smart, conveyancer, was in possession of three deeds belonging to my wife's trustee, dated I believe fourth February, one thousand eight hundred and fifty-eight, lent in consequence of two of the said deeds not being registered. I received the said deeds from W. R. Smart, and lent the said deeds to my assignee for his examination; the said deeds have not been returned, and I believe the said deeds are now in the possession of my late attorney P. A. Thompson.

65. Mr. Husband, solicitor, informed me he received written instructions to go with Mr. Shea and take possession of all my papers and documents, private as well as those referring to my estate, which they did on the evening of the 5th July, one thousand eight hundred and fifty-eight, searching every room. I followed my private papers late the same night to Mr. Shea's residence.

66. Copy of one of my private papers taken away from my private residence on the fifth July, one thousand eight hundred and fifty-eight.

"Mr. John Garsed,—

"My dear sir,

Wynyard Square, 23 May, 1855.

"With reference to Mr. Walton's book-keeper's remarks touching your account with my late firm of Constable, Bushel & Co., I have no hesitation in assuring you that all transactions between us of payment of cash were always settled to a point at the time, and in no way can you be in debt to the firm for any amount or charges as alluded to, but this question now arising must be caused by some irregularity in the entries in our books.

"Yours faithfully,

"M. CONSTABLE."

67. In consequence of my private papers being out of my possession, Mr. Constable proved in my estate a false debt of seven hundred pounds or thereabouts.

68. At my first meeting in July, one thousand eight hundred and fifty-eight, I disputed the following persons' claims, viz., W. Dean & Co., H. Dixon, C. H. Storey, W. Bradridge, and one Thos. Fellow.

69. After my first meeting and before my second meeting, Thomas Fellow instructed Mr. W. P. Moffat, solicitor, to lodge an information against me for disputing his account. Ashdown, C. H. Storey, W. Bradridge, and H. Dixon guaranteed Mr. Moffat his expenses, and the said Ashdown, C. H. Storey, W. Bradridge, and H. Dixon were Fellow's witnesses.

70. I appeared at the Police Court, Sydney, at the suit of the said Thomas Fellow; the said Thomas Fellow, after being in the witness-box about three hours, the case was dismissed without calling a single witness or my attorney P. A. Thompson to reply.

71. Two days were set apart by His Honor the Chief Commissioner to have W. Dean & Co.'s account books examined in the open Court (Judge's orders served for that purpose), but that examination never took place.

72. On the twenty-third September, one thousand eight hundred and fifty-eight, my attorney, P. A. Thompson, M. Constable, and my assignee, filed a memorandum addressed to His Honor the Chief Commissioner, in substance that the said P. A. Thompson, M. Constable, and my assignee had examined the accounts kept by Ashdown in my name and found them correct. My attorney P. A. Thompson says "I am perfectly satisfied that Messrs. Dean & Co.'s books are correct. I attended as a creditor upon the estate. (Signed) P. A. THOMPSON."

73. I am prepared to produce my attorney's, P. A. Thompson's, notes of Ashdown and Pritchard's evidence in his (P. A. Thompson's) handwriting. My attorney, P. A. Thompson, informed me he never could understand book-keeping kept by double entry.

74. After the said memorandum was filed, on the 23rd of September, one thousand eight hundred and fifty-eight, certain accounts disputed by me and mentioned in my said schedule, filed July 3rd, one thousand eight hundred and fifty-eight, was against my consent allowed to be proved.

75. On the twenty-third of September, one thousand eight hundred and fifty-eight, my first examination commenced, and was adjourned from time to time until the third day of December, one thousand eight hundred and fifty-eight; my attorney, P. A. Thompson, examined me about certain deeds dated on or about fourth February, one thousand eight hundred and fifty-eight; two of the said deeds not registered are the same deeds before mentioned.

76. On the third of December, one thousand eight hundred and fifty-eight, and at the request of my official assignee, I filed an amended schedule. I say in my amended schedule the bill of exchange is not disputed as payable to Ashdown, but not payable to the firm of W. Dean & Co.

77. A certain meeting took place at the office of my assignee on the eighteenth October, one thousand eight hundred and fifty-eight, at which said meeting Marmaduke Constable was called upon by those present at the said meeting to preside. The other persons present were P. A. Thompson, H. Dixon, C. H. Storey, W. Bradridge, W. Dean & Co., by their agent, C. H. Storey.

78. I have read twenty-two resolutions passed at the said meeting, eighteenth October, one thousand eight hundred and fifty-eight, and adjourned from time to time, which said resolutions were filed in my insolvency some time after the third day of December, one thousand eight hundred and fifty-eight, and more particularly the 2, 3, 5, 6, 7, 11 and 17.

79. The second and third resolutions say that the creditors authorized the Official Assignee to file the bill in equity now handed over to the meeting, such bill being against Mrs. Garsed and Mr. Hutchinson, to set aside fraudulent deeds (meaning the before-mentioned deeds, dated on or about 4th February, 1858), and to institute such other proceedings as shall appear to be proper. That the furniture and effects which belong to the insolvent, except the bed, bedding and wearing apparel, be forthwith taken possession of by the Official Assignee and sold, in order to put the Official Assignee in funds to carry on the suit in equity and other proceedings which the acts of the insolvent have rendered necessary.

80. The fifth, sixth, and seventh said resolutions say, "That the Official Assignee be authorized to sell Bexley House and the town of Coventry privately, as he and any three of the creditors of the estate shall agree upon. That all the available property be forthwith put up for sale at public auction. That the offer of Hugh Dixon of seven hundred and fifty pounds for the property at Camperdown (including the 'Alma Inn') be accepted, and that the sum of seven hundred and fifty pounds be applied in discharging seven hundred and fifty pounds of Mr. Terry's mortgage debt of two thousand pounds."

81. The eleven and seventeen said resolutions say, "The correspondence between Mr. Terry, the Official Assignee, and their solicitors having been read, that the Assignee be directed to intimate to Mr. Terry in writing (as he has over and over again done verbally), that in pursuance of the 39th section of the 5th Victoria, No. 17, he has exercised the option to take an assignment of the securities held by Mr. Terry for the benefit of the creditors, on payment of the value estimated by Mr. Terry's proof out of the first assets of the insolvent's estate. That Mr. Samuel Henry Terry, a creditor in this estate, having denied on oath the exercise of right of election in accordance with the 39th section of the Insolvent Act, as sworn by Mr. Adam Wilson, Mr. P. A. Thompson, and M. Constable, and corroborated by the affidavit of Mr. G. L. Wilson, it be suggested to the Official Assignee to hold no communication with Mr. Terry except in writing.

82. After I was sent to prison, my furniture and other persons' property was taken possession of and sold, as I am informed, by public auction, in some back street on the Riley Estate.

83. I borrowed from Mr. Samuel Henry Terry upon the Camperdown estate, the "Alma Inn," as built upon the said property, £1,500, and in May, one thousand eight hundred and fifty-eight, I reduced the original mortgage on the said property by payment of seven hundred and fifty pounds.

84. June the fourteenth, one thousand eight hundred and fifty-five, Richard Walton & Co. made an assignment. I was a creditor for six hundred and seventy pounds two shillings and eight-pence, and eight hundred pounds, lent on mortgage. Same date Marmaduke Constable made an assignment of his private estate; I was a creditor for eight hundred pounds, but on mortgage registered 465, book 64. I never received one shilling out of either estate.

85. I believe William Hellyer, Esquire, is in possession of the said assignment deeds, and that the account books belonging to the late firm of Richard Walton & Co. are the property of the said William Hellyer.

86. I am certain if my late attorney P. A. Thompson's law charges had been delivered in detail, and taxed, his account delivered to my assignee would have been found was for more than the balance which would have been found due; and if on the assumption the deeds mentioned in the second resolution before mentioned are fraudulent deeds, my attorney P. A. Thompson I believe must have been a party to the fraud, on the ground that my attorney P. A. Thompson gave W. R. Smart, conveyancer, instructions in writing, and I have forwarded a copy of the said instructions to His Honor the Chief Commissioner of Insolvent Estates.

87. There are mutual debts between H. Dixon and myself, and I believe the balance is in my favour.

88. Among my private papers in possession of my late assignee are letters in the handwriting of C. H. Storey. Moreover his account delivered to my late assignee is not a just account, and I am informed and believe that C. H. Storey is not the agent of W. Dean & Co., and I am also informed and verily believe C. H. Storey stated to a solicitor of this city it was necessary to convict me.

89. I paid William Bradridge the sum of eight pounds weekly. About eighteen months after his discharge Bradridge sent in an account for commission. I disputed the account; it came on for trial, and a verdict was given against me for about one-third of his claim. On the third of July, one thousand eight hundred and fifty-eight, I believe Bradridge v. Garsed was down for a new trial to set aside the said one-third of his claim.

90. I am not indebted to the firm of W. Dean & Co., and the said joint affidavit of Ashdown and Pritchard states that the bill is payable to Ashdown individually.

91. My third examination was fixed for thirteenth December, one thousand eight hundred and fifty-eight.

92. On the morning of the ninth of December, one thousand eight hundred and fifty-eight, I received three summonses, each containing one or more counts, to appear at the Police Court to answer charges of fraudulent insolvency.

93. On the evening of the ninth of December, one thousand eight hundred and fifty-eight, I received a summons to appear at the Police Court, at the suit of Ashdown, to answer charges of perjury; the perjury is assigned on two affidavits in the said cause, and my evidence given at the said trial April and May, one thousand eight hundred and fifty-eight.

94. I am informed and believe C. P. Pritchard did, on the ninth December, one thousand eight hundred and fifty-eight, leave the Colony; at the time he left he was insolvent. C. P. Pritchard's assignee was Mr. Adam Wilson.

95. On the thirteenth of December one thousand eight hundred and fifty-eight, I appeared at the Insolvent Court, to make an offer of twenty shillings in the pound on all just and equitable debts, and release my estate from sequestration. My assignee informed me in the open Court it was an adjourned second meeting, and not my third meeting—nothing done. The Chief Commissioner informed me he had nothing to do with the criminal charges preferred against me by Adam Wilson.

96. On the sixteenth of December, one thousand eight hundred and fifty-eight, I appeared at the Police Office to answer the said charge of perjury.

97. I believe it was the intention of the Police Magistrate to dismiss the case, but at the close of the examination of witnesses I requested the Magistrate to have the books kept by Pritchard produced in Court, and the Magistrate for that purpose adjourned the Court for one hour. The Magistrate, on looking at the book and not finding an account entered showing two separate accounts, viz., the sum of seven thousand eight hundred and thirty pounds fifteen shillings and three-pence, and two thousand pounds, committed me to take my trial.

98. I was committed on every charge brought against me for fraudulent insolvency.

99. One of the said charges for delivering some boards after the third of July, one thousand eight hundred and fifty-eight, my assignee having previously received the money for the same.

100. One of the said charges, a cross entry made by my clerk, in December, one thousand eight hundred and fifty-seven, in Pritchard's books, with a balance in my favour of fourteen thousand four hundred and twenty-three pounds, fifteen shillings and three-pence. I received Pritchard's books from Ashdown on the twenty-second December, and closed them on the thirty-first December, one thousand eight hundred and fifty-seven.

101. One of the said charges for mutilating the before-mentioned deed purporting to be a mortgage deed over the "Alma Inn."

102. One of the said charges for writing with a pencil in a certain book to explain a certain entry to my assignee after the third of July, one thousand eight hundred and fifty-eight.

103. One of the said charges for conveying, on the third of December, one thousand eight hundred and fifty-seven, to Mr. Terry or his solicitor, with the knowledge of my assignee, seven days trust I held in ninety-nine years leases, my assignee having previously conveyed the said seven days to the same parties.

104. In April, one thousand eight hundred and fifty-nine, I was arraigned before the Chief Justice on three charges,—one for filing the before-mentioned amended schedule on the third of December, one thousand eight hundred and fifty-eight, and found guilty on the said cross-entry made in Pritchard's books, and not guilty on the other two charges.

105. August, one thousand eight hundred and fifty-nine, I was tried for mutilating the said deed, and a verdict of not guilty was returned, and at that trial proved my innocence of the said cross-entry.

Sworn by the deponent, on the day and year first above mentioned, at Sydney, before me,—

FRANCIS G. AUSTEN,

A Commissioner for Affidavits.

JOHN Garsed.

B 8.

Supreme Court—Dean and another v. Garsed. Plaintiffs' Exhibits (24).

RECEIVED from Court the undermentioned exhibit of plaintiffs:—

Equitable mtg. Garsed to Dean and Ashdown. Dated 3rd Oct., '57.

R. J. WANT,

p. E. A. SCARVELL.

Received undermentioned exhibits, August 2nd, 1858:—

11 August, '57, Ashdown to Garsed—Agreement.

July 16th, '58.

Sept., '57, Ashdown to do. Fair dft. agreement.

E. A. SCARVELL.

Received from the Prothonotary the following exhibits in Dean v. Garsed, viz.:—

Bill at four months, of W. Dean & Co., accepted by John Garsed £700

Bill at one month, do. do. do. 1,900

Cheque on Oriental Bank for..... 11

Particulars of plate-glass in stock, at Globe.

Letter from R. J. Want to Mr. Ingelow, 12/8/57.

Receipt of John Garsed's for £250.

Memo. of agreement between Ashdown and Garsed. 15 July, 1857.

Five memoranda.

Copy of account. May, 30/57.

Do. Trial balance. Three memos.

Surveyor's description of land at Globe. Two advertisements.

Defendant's letter to plaintiffs. 3 Feb., '58.

Deed of trust—Garsed to Ashdown. 18 Mar., '57.

Letter, Garsed to Ashdown. 26 Mar., '57.

Do. do. 3 Oct., '57.

Do. do. 13 Oct., '57.

Affidavit of John Garsed. Sworn 3 Mar., 1858.

Affidavit of Hugh Dixon. Sworn 29 May, 1858. Filed 10 June.

Plea and affidavit. 26 February. Declr., Replr. & Demr.

Summons in chs. 2 Mar., 1858.

All the above papers are attached to the depositions in the hands of the Crown Solicitor.

PHILIP DIVE,

For R. J. WANT.

B 9.

Information for Perjury.

In the twenty-third year of the reign of our Sovereign Lady Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith.

New South Wales, }
to wit.

Be it remembered, that Lyttelton Holyoake Bayley, Esquire, Her Majesty's Attorney General for the Colony of New South Wales, who prosecutes for Her Majesty in this behalf, being present in the Supreme Court at Sydney, now here, on the first day of August, in the year of our Lord one thousand eight hundred and fifty-nine, at Sydney, in the Colony aforesaid, informs the said Court that heretofore, to wit, on the ninth day of February, in the year of our Lord one thousand eight hundred and fifty-eight, at Sydney, in the Colony aforesaid, a certain action was commenced in the Supreme Court of New South Wales, on a certain bill of exchange, in which said action one William Dean and one Archibald Ashdown were the plaintiffs, and one John Garsed was the defendant; and in the course of the proceedings in the said action, and in order to defend the same, it became and was necessary that the said John Garsed should file a plea to the declaration of the said William Dean and the said Archibald Ashdown; and that the said plea of the said John Garsed should be accompanied by an affidavit of the truth of such plea:

And the said Attorney General further informs the said Court here, that afterwards, "to wit," on the twenty-sixth day of February, in the year aforesaid, at Sydney aforesaid, in the Colony aforesaid, the said John Garsed came in his own proper person before Edwin Daintrey, Esquire, then being a Commissioner of the Supreme Court of the said Colony for taking Affidavits in Sydney, aforesaid, and then produced a certain affidavit of the truth of the said plea, in the writing of him the said John Garsed, and then before the said Edwin Daintrey, Esquire, in due form of law, was sworn and took his corporal oath upon the holy gospel of God, concerning the truth of the matters contained in the said affidavit; and that the said John Garsed, being so sworn as aforesaid, then and there, upon his oath aforesaid, falsely, corruptly, knowingly, wilfully, and maliciously, in and by his said affidavit in writing, did depose and swear, amongst other things, in substance and to the effect following, that is to say, *I*, meaning the said John Garsed gave Ashdown (meaning the said Archibald Ashdown) a bonus of two thousand pounds or thereabouts, of which the six hundred and eighty pounds fifteen shillings and three-pence, the amount of the bill of exchange now sued upon forms part, as in and by the said affidavit of the said John Garsed, filed in the Supreme Court of the said Colony, more fully and at large appears: Whereas in truth and in fact the said John Garsed did not give the said Archibald Ashdown a bonus of two thousand pounds or thereabouts, of which the said sum of six hundred and eighty pounds fifteen shillings and three-pence, the amount of the said bill of exchange then sued upon, forms part: And whereas in truth and in fact, the said sum of six hundred and eighty pounds fifteen shillings and three-pence, the amount of the said bill of exchange was the balance of an account due from the said John Garsed to the firm of Dean and Company, of which firm the said William Dean and Archibald Ashdown were the partners, and was not a debt due to the said Archibald Ashdown alone. And so the said Attorney General saith that the said John Garsed did thereby then and there commit wilful and corrupt perjury.

LYTTELTON H. BAYLEY,
Attorney General.

Wednesday, 5th October, 1859. Coram Stephen, C.J.

Reg. v. John Garsed. Plea—Not guilty.

William Porter.
Christopher Parrott.
Robert Phenna.
Peter Procter.

John Ried. Powell.
John Peil.
Willm. Reading.
Godfrey Parsons.

William Parsons.
Wm. Nottingham Palmer.
Thomas Palmer.
Henry Perdriau.

Sentence—3 years imprisonment in Darlinghurst Gaol.

EDWD. LEE, C. of A.

B 10.

THIS Ledger has been made up by me from the Journal of Mr. Pritchard's keeping, and I certify that the whole of the accounts contained herein are correctly and accurately posted from such journal.

20th April, 1858.

F. T. HUMPHERY.

I have examined the whole with Mr. Humphery, and vouch for the correctness.

20th April, 1858.

GEO. A. WILSON.

INDEX.

A	fol.	D	fol.	I	fol.	S	fol.
Abrahams	23	Dean & Co. (advance)	31	Lavers	24	Six cottages	9
Ashdown, on a/c	39	Dean & Co. (goods)	33			Salomon	14
Do. n/a	13	Dixson H.	36	M			
Advertisements	11	Downshire-street	10	Mantel-pieces	7	T	
		E				Trade expenses	12
B		Eggleton	25	O			
Bligh-terrace	20	Fales	30	Oak Lodge	3		
Bexley	22	G		Oriental Bank	23		
Bills payable	34	Glebe property	7	Old materials	32		
Bills receivable	37	Grose Farm	21	Onion's Point	11	U & V	
Bloomfield & W.	6	Goods n/c	4			Upper Garden	4
Bassett W. F.	9	I		P		Vauxhall	5
		Irving C.	29	Plate-glass	38		
C		Interest	3	Pritchard	10	W	
Capital	1			Parramatta (6 cottages)	9	Willow Lodge	2
Croft E.	6					Want R. J. on a/c	27
Cash n/c	40			R		Do. g/a	35
Commission	2			Railway cottages	6	Were & Co.	8
Curtis	5			Russell's Arms	8		
Canterbury Road	18						
Cooper-street	13, 14, 15						
Chippendale C	12						

1 Dr.

Capital.

Cr. 1

1857.	fol.	£	s.	d.	1857.	fol.	£	s.	d.
April 1...	To sundries	11	16,316	1 0	April 1...	By sundries	1	45,170	0 0
" 1...	" Hugh Dixon	13	305	6 10	" 1...	" plate-glass	13	222	11 3
" 1...	" sundries	14	6,800	0 0	" 1...	" Chippendale cottages	14	325	0 0
" 1...	" Wm. Dean & Co.	16	700	0 0	Sept. 30...	" sundries	24	3,919	4 9
July 1...	" A. Ashdown	20	6,000	0 0					
Sept. 30...	" Canterbury Road	26	200	0 0					
	" balance		19,315	8 2					
			£	49,636	16	0			
					Sept. 30...	By balance		19,315	8 2

2 Dr. Willow Lodge. Cr. 2

1857.			1857.				
fol.	£ s. d.	fol.	£ s. d.	fol.	£ s. d.		
April 1...	To capital	1	3,500 0 0	July	By A. Ashdown	22	3,000 0 0
Sept. 30...	„ Ashdown	23	3,000 0 0	Sept. 30...	„ balance		3,500 0 0
	£		6,500 0 0		£		6,500 0 0
Sept. 30 ...	„ balance		3,500 0 0				

Commission Account.

1857.			1857.				
fol.	£ s. d.	fol.	£ s. d.	fol.	£ s. d.		
April	To Wm. Dean & Co.	15	25 0 0				

3 Oak Lodge. 3

1857.			1857.				
fol.	£ s. d.	fol.	£ s. d.	fol.	£ s. d.		
April 1...	To capital.....	1	3,000 0 0	July	By A. Ashdown	22	3,000 0 0
Sept. 30...	„ Ashdown	23	3,000 0 0	Sept. 30...	„ balance		3,000 0 0
	£		6,000 0 0		£		6,000 0 0
Sept. 30...	„ balance		3,000 0 0				

Interest Account.

1857.			1857.				
fol.	£ s. d.	fol.	£ s. d.	fol.	£ s. d.		
April	To Wm. Dean & Co.	15	118 5 11	Sept. 30...	By balance		200 6 3
„ 29...	„	16	13 3 6				
June	„	19	28 19 0				
„	„ Pritchard	19	1 11 2				
Sept. 30...	„ sundries	24	38 6 8				
	£		200 6 3		£		200 6 3
Sept. 30 ...	„ balance		200 6 3				

4 Upper Garden. 4

1857.			1857.				
fol.	£ s. d.	fol.	£ s. d.	fol.	£ s. d.		
April 1...	To capital.....	2	2,800 0 0	April 19...	By A. Ashdown	14	2,800 0 0

Goods Account.

1857.			1857.				
fol.	£ s. d.	fol.	£ s. d.	fol.	£ s. d.		
April	To Wm. Dean & Co.	15	708 14 5	Sept. 30...	By balance		1,181 7 5
June	„ sundries	18	351 18 0				
„ 12...	„ Wm. Dean & Co.	18	120 15 0				
	£		1,181 7 5		£		1,181 7 5
Sept. 30...	„ balance		1,181 7 5				

5 Vauxhall. 5

1857.			1857.				
fol.	£ s. d.	fol.	£ s. d.	fol.	£ s. d.		
April 1...	To capital.....	2	2,300 0 0				

James Curtis.

1857.			1857.				
fol.	£ s. d.	fol.	£ s. d.	fol.	£ s. d.		
June 1...	To bills payable	18	100 0 0	June 1...	By goods	18	100 0 0

6 Railway Cottages. 6

1857.			1857.				
fol.	£ s. d.	fol.	£ s. d.	fol.	£ s. d.		
April 1...	To capital.....	2	500 0 0				

Bloomfield & Whittaker.

1857.			1857.				
fol.	£ s. d.	fol.	£ s. d.	fol.	£ s. d.		
June 1...	To bills payable.....	18	251 18 0	June 1...	By goods	18	251 18 0

7 Bay-street, Glebe. 7

1857.			1857.				
fol.	£ s. d.	fol.	£ s. d.	fol.	£ s. d.		
April 1...	To capital.....	4	4,000 0 0				

Marble Mantel-pieces.

1857.			1857.				
fol.	£ s. d.	fol.	£ s. d.	fol.	£ s. d.		
June ...	To Geo. Were & Co.	18	114 6 8	Sept. 30...	By cash	26	48 0 0
	£		114 6 8	„ 30...	„ balance		66 6 8
Sept. 30...	„ balance		66 6 8		£		114 6 8

8 Dr.		<i>Russell's Arms.</i>		Cr. 8			
1857.		fol.	£ s. d.	1857.	fol.	£ s. d.	
April 1...	To capital.....	4	1,000 0 0	Sept. 30...	By Ashdown	25	1,100 0 0
Sept. 30...	„ six cottages	24	600 0 0	„ 30...	„ balance		500 0 0
			£			£	1,600 0 0
			1,600 0 0				
„ 30...	„ balance		500 0 0				

Were & Company.

1857.		fol.	£ s. d.	1857.	fol.	£ s. d.	
June ...	To bills payable	19	114 6 8	June ...	By marblemantel-pieces.....	18	114 6 8

9 *Parramatta (six cottages.)* 9

1857.		fol.	£ s. d.	1857.	fol.	£ s. d.	
April 1 ...	To capital.....	4	600 0 0	Sept. 30...	By "Russell's Arms"	24	600 0 0

W. F. Bassett.

1857.		fol.	£ s. d.	1857.	fol.	£ s. d.	
July	To Abraham & Ellis	20	1,400 0 0	June	By Dean & Co.	18	1,389 15 6
			£	July 17...	„ trade expenses	20	10 4 6
			1,400 0 0			£	1,400 0 0

10 *Houses, Downshire-street.* 10

1857.		fol.	£ s. d.			
April 1...	To capital	5	2,800 0 0			

Charles P. Pritchard.

1857.		fol.	£ s. d.	1857.	fol.	£ s. d.	
June 21...	To bills payable	18	197 0 0	June 27...	By sundries	20	197 0 0

11 *Onion's Point.* 11

1857.		fol.	£ s. d.	1857.	fol.	£ s. d.	
April 1...	To capital.....	5	800 0 0	April ...	By capital	14	200 0 0
			£	Sept. 30...	„ balance		600 0 0
			800 0 0			£	800 0 0
Sept. 30...	„ balance		600 0 0				

Advertisements.

1857.		fol.	£ s. d.			
June 27...	To Pritchard	19	17 18 0			

12 *Chippendale Cottages.* 12

1857.		fol.	£ s. d.			
April 1...	To capital.....	5	700 0 0			
„ 1...	„ „	14	325 0 0			
			£			
			1,025 0 0			

Trade Expenses.

1857.		fol.	£ s. d.			
July 17...	To Bassett	20	10 4 6			

13 *Cooper-street (four houses.)* 13

1857.		fol.	£ s. d.	1857.	fol.	£ s. d.	
April 1...	To capital.....	6	1,200 0 0	July ...	By A. Ashdown	22	1,200 0 0
Sept. 30...	„ Ashdown	23	1,200 0 0	Sept. 30...	„ balance		1,200 0 0
			£			£	2,400 0 0
			2,400 0 0				
Sept 30...	„ balance		1,200 0 0				

Archibald Ashdown (new account).

1857.		fol.	£ s. d.	1857.	fol.	£ s. d.	
July ...	To sundries	22	14,800 0 0	July ...	By capital	20	6,000 0 0
„ ...	„ R. J. Want	23	1,050 0 0	„ ...	„ sundries	22	8,880 15 3
Sept. ...	„ sundries	25	10,330 15 3	Sept. ...	„ „	24	1,050 0 0
„ ...	„ cash	26	38 6 8	„ ...	„ „	24	9,830 15 3
„ ...	„ balance		80 15 3	„ 30...	„ bills payable	25	538 6 8
			£			£	26,299 17 2
			26,299 17 2				
				„ 30...	„ balance		80 15 3

APPENDIX.

45

14 Dr.		<i>Cooper-street (twenty allotments.)</i>				Cr. 14	
1857.		fol.	£	s.	d.		
April 1...	To capital	6	800	0	0		
<i>Edward Salamon.</i>							
1857.		fol.	£	s.	d.	1857.	fol.
Sept. 30...	To bills payable	24	538	6	8	Sept. 30...	By sundries
						24	£ 538 6 8
15		<i>Cooper-street (four allotments.)</i>				15	
1857.		fol.	£	s.	d.		
April 1...	To capital	6	600	0	0		
16		<i>Newtown Foundry.</i>				16	
1857.		fol.	£	s.	d.	1857.	fol.
April 1...	To capital	6	600	0	0	Sept. 30...	By Ashdown
						25	£ 500 0 0
							„ balance
							£ 100 0 0
		£	600	0	0		£ 600 0 0
Sept. 30 ...	„ balance		100	0	0		
17		<i>Foundry land.</i>				17	
1857.		fol.	£	s.	d.		
April 1...	To capital	7	100	0	0		
18		<i>Canterbury land.</i>				18	
1857.		fol.	£	s.	d.	1857.	fol.
April 1...	To capital	7	1,100	0	0	July ...	By A. Ashdown
Sept. 30 ...	„ Ashdown	23	900	0	0	Sept. 30...	„ „
						„ 30...	„ capital
							£ 200 0 0
		£	2,000	0	0		£ 2,000 0 0
19		<i>Newtown Road.</i>				19	
1857.		fol.	£	s.	d.		
April 1...	To capital	7	100	0	0		
20		<i>Bligh-terrace.</i>				20	
1857.		fol.	£	s.	d.		
April 1 ...	To capital	7	400	0	0		
21		<i>Grose Farm.</i>				21	
1857.		fol.	£	s.	d.	1857.	fol.
April 1...	To capital	7	8,550	0	0	April ...	By capital
						Sept. 30...	„ balance
							£ 1,950 0 0
		£	8,550	0	0		£ 8,550 0 0
Sept. 30 ...	„ balance		1,950	0	0		
22		<i>Bexley Estate.</i>				22	
1857.		fol.	£	s.	d.	1857.	fol.
April, 1...	To capital	8	6,820	0	0	April 1...	By bills receivable
Sept. 30...	„ Ashdown	23	5,200	0	0	July ...	„ A. Ashdown
						Sept. 30...	„ balance
							£ 6,603 11 2
		£	12,020	0	0		£ 12,020 0 0
Sept. 30...	„ balance		6,603	11	2		
23		<i>Abrahams & Ellis.</i>				23	
1857.		fol.	£	s.	d.	1857.	fol.
April 1...	To capital	10	1,400	0	0	July ...	By W. F. Bassett
						20	£ 1,400 0 0

24 Dr.

Frederick Lavers.

Cr. 24

1857.			£ s. d.			1857.			£ s. d.				
April 1...	To capital.....	11	600	0	0	July ...	By A. Ashdown	22	600	0	0		
Sept. 30...	„ Ashdown.....	23	600	0	0	Sept. 30...	„ „	25	600	0	0		
			£	1,200	0	0				£	1,200	0	0

25

William Eggleton.

25

1857.			£ s. d.			1857.			£ s. d.				
April 1...	To capital.....	11	900	0	0	July ...	By A. Ashdown	22	900	0	0		
Sept. 30...	„ Ashdown	23	900	0	0	Sept. 30...	„ do.	25	900	0	0		
			£	1,800	0	0				£	1,800	0	0

26

Ernest Croft.

26

1857.			£ s. d.			1857.			£ s. d.		
May 26...	To Wm. Dean & Co.	17	2,166	1	0	April 1 ...	By capital	11	2,166	1	0

27

R. J. Want (Mortgage Account).

27

1857.			£ s. d.			1857.			£ s. d.				
April 19 ...	To A. Ashdown	14	3,200	0	0	April 1 ...	By capital	11	4,250	0	0		
July	„	23	1,050	0	0	July	„ A. Ashdown	23	1,050	0	0		
Sept. 30 ...	„ balance		1,050	0	0								
			£	5,300	0	0				£	5,300	0	0
						Sept. 30...	„ balance		1,050	0	0		

28

Oriental Bank.

28

1857.			£ s. d.		
April 1 ...	By capital	11	1,500	0	0

29

Clark Irving.

29

1857.			£ s. d.		
April 1 ...	By capital	12	4,000	0	0

30

William Eales.

30

1857.			£ s. d.		
April 1 ...	By capital	12	1,200	0	0

31

William Dean & Co. (Advance Account).

31

1857.			£ s. d.			1857.			£ s. d.				
April 29 ...	To bills payable	16	6,029	3	6	April 1 ...	By capital	12	3,200	0	0		
June	„ W. F. Bassett	17	1,389	15	6	„	„ sundries	15	733	5	11		
„	„ bills payable	19	2,500	0	0	„ 29...	„ interest	16	13	3	6		
July	„ A. Ashdown	22	1,154	18	0	May	„ cash.....	17	1,060	2	1		
						„	„ E. Croft.....	17	2,166	1	0		
						June	„ cash	17	672	5	6		
						„	„ sundries	19	2,528	19	0		
						July	„ cash	20	700	0	0		
			£	11,073	17	0				£	11,073	17	0

32

Old materials.

32

1857.			£ s. d.		
April 1 ...	To W. Dean & Co	12	500	0	0

33

William Dean & Co. (Goods Account).

33

1857.			£ s. d.			1857.			£ s. d.				
April 1 ...	To bills payable	12	157	9	8	April 1 ...	By old materials	12	500	0	0		
„ 1 ...	„	15	1,051	4	9	„	„ goods	15	708	14	5		
„ 1 ...	„ „ (Chippendale C)	15	700	0	0	„	„ capital	16	700	0	0		
June 12...	„	19	120	15	0	June 12...	„ goods	18	120	15	0		
			£	2,029	9	5				£	2,029	9	5

34 Dr.

Bills payable.

Cr. 34

1857.			1857.									
	fol.	£ s. d.		fol.	£ s. d.							
June	To Dean & Co.....	19	2,500	0	0	April 1...	By Want	12	500	0	0	
July	" A. Ashdown	23	6,675	17	3	"	" Dixson	12	305	6	10	
Sept. 30	" "	25	538	6	8	"	" Wm. Dean & Co.	12	157	9	8	
" 30	" balance		3,532	2	5	"	" "	15	1,751	4	9	
						" 29...	" "	16	6,029	3	6	
						June 29...	" sundries	19	783	19	8	
						" 29...	" Dean & Co.....	19	2,500	0	0	
						Sept. 30...	" Edwd. Salamon.....	24	538	6	8	
						" 30...	" Ashdown	26	680	15	3	
			£	13,246	6	4			£	13,246	6	4
						Sept. 30...	" balance		3,532	2	5	

35

R. J. Want.

35

1857.											
	fol.	£ s. d.		fol.	£ s. d.						
April 1...	To bills payable	12	500	0	0						

36

Hugh Dixon.

36

1857.			1857.								
	fol.	£ s. d.		fol.	£ s. d.						
April 1...	To bills payable	12	305	6	10	April 1...	By capital stock	13	305	6	10

37

Bills receivable.

37

1857.											
	fol.	£ s. d.		fol.	£ s. d.						
April 1...	To Bexley Estate	13	216	8	10						

38

Plate Glass.

38

1857.											
	fol.	£ s. d.		fol.	£ s. d.						
April 1...	To capital stock	13	222	11	3						

39

Archibald Ashdown (Old Account).

39

1857.			1857.									
	fol.	£ s. d.		fol.	£ s. d.							
April 19...	To Upper Garden	14	2,800	0	0	April 19...	By R. J. Want.....	14	3,200	0	0	
Sept. 30...	" balance		400	0	0				£	3,200	0	0
			£	3,200	0	0						
						Sept. 30...	" balance		400	0	0	

40

Cash Account.

40

1857.			1857.									
	fol.	£ s. d.		fol.	£ s. d.							
April	To Wm. Dean & Co.	15	590	0	0	Sept. 30...	By A. Ashdown	25	5,650	0	0	
May	" "	17	1,060	2	1	" 30...	" "	26	38	6	8	
June	" "	17	672	5	6							
" 27...	" C. P. Pritchard.....	19	177	10	10							
July 27...	" Wm. Dean & Co.	20	700	0	0							
Sept. 30...	" E. Salamon	24	500	0	0							
" 30...	" marble mantel-pieces ..	26	48	0	0							
" 30...	" balance		1,940	8	3							
			£	5,688	6	8			£	5,688	6	8
						Sept. 30...	" balance		1,940	8	3	

Balance Sheet, 30 September, 1857.

Fol.	Name.	Drs.	Cr.	Fol.	Name.	Drs.	Cr.
		£ s. d.	£ s. d.			£ s. d.	£ s. d.
1	Capital		19,315 8 2	16	Newtown Foundry	100 0 0	
2	Willow Lodge	3,500 0 0		17	Newtown Land	100 0 0	
3	Commission Account	25 0 0		19	Newtown Road	100 0 0	
3	Oak Lodge	3,000 0 0		20	Bligh-terrace	400 0 0	
3	Interest Account	200 6 3		21	Grose Farm	1,950 0 0	
4	Goods Account	1,181 7 5		22	Bexley Estate	6,603 11 2	
5	Vauxhall	2,300 0 0		27	R. J. Want		1,050 0 0
6	Railway Cottages	500 0 0		28	Oriental Bank		1,500 0 0
7	Bay-street	4,000 0 0		29	Irring		4,000 0 0
7	Marble mantel-pieces	66 6 8		30	Eales		1,200 0 0
8	Russell's Arms	500 0 0		32	Old materials	500 0 0	
10	Downshire-street.....	2,800 0 0		34	Bills payable		3,532 2 5
11	Onion's Point	600 0 0		35	R. J. Want	500 0 0	
11	Advertisements	17 18 0		37	Bills receivable	216 8 10	
12	Chippendale Cottages.....	1,025 0 0		38	Plate-glass	222 11 3	
12	Trade expenses	10 4 6		39	Ashdown (old account) ...		400 0 0
13	Cooper-street (four houses)	1,200 0 0		40	Cash account		1,940 8 3
13	Ashdown A.		80 15 3				
14	Cooper-street (land)	800 0 0				£33,018 14 1	33,018 14 1
15	" "	600 0 0					

[Handed in by the Chairman, 13 March, 1878.]

C.

In re Parliamentary inquiry into the case of John Garsed.

HAVING been employed in my capacity of public accountant by Mr. John Garsed, the subject of this inquiry, who was tried on a charge of perjury at the Central Criminal Court, before the late Chief Justice, Sir Alfred Stephen, in October, 1859, I have carefully examined the five several accounts denominated as below, kept in the books of the late firm of Wm. Dean & Co. auctioneers, &c. (of which firm one Archibald Ashdown hereafter mentioned was a partner), in the name of the said John Garsed, from the ledgers of that firm brought to my residence for the purpose by Mr. Garsed with a view to ascertain and report upon the balances (if any) appearing to be due from Garsed to Wm. Dean & Co. on the 15th July, 1857, and find the following result, viz. :—

		Dr. Balance.	
		£	s. d.
Account in name of John Garsed, which means his	<i>general account</i>	40	6 8
"	<i>special account</i>	500	0 0
"	<i>advance account</i>	1,323	12 4
"	<i>Glebe account</i>	1,300	0 0
"	<i>loan account</i>	Nil.	

Total of balances appearing to be due from John Garsed to Wm. Dean & Co., at 15th July, 1857. £3,163 19 0

The ledger from which I ascertained the foregoing balances I recognize as being the book examined by me at the trial above referred to, in October, 1859, when I was examined as a witness, I being at the time the principal book-keeper and conducting clerk of Wm. Dean & Co., although not in their service during any portion of the time covered by the transactions in review at the trial.

I have been further instructed by Mr. Garsed to examine the said books, and ascertain if a bill or note made by him in favour of Wm. Dean & Co. for £680 15s. 3d., and which was in evidence in the said trial, appeared in any of the accounts in his name in the books of Wm. Dean & Co., as being a balance due by him to that firm on the aforesaid 15th July, 1857; and upon this matter I have merely to refer to the balances of the several accounts of the said John Garsed hereinbefore exhibited, which clearly demonstrate that neither any individual account nor any manipulation of such accounts will show any such balance, neither does the said bill of £680 15s. 3d. appear in any of Garsed's accounts in the ledger previous to or on the said 15th July, 1857, but I find a bill of similar amount entered at credit of John Garsed's *advance account* on 13th October, 1857, thus, by *bill dated 6th February, £680 15s. 3d.*, and a bill of like amount is debited to account of John Garsed (meaning John Garsed's *general account*) on the 20th February, 1858, as follows: "*bill dated 8th February, dishonored, £680 15s. 3d.*"

I recollect that when under examination for about eighteen hours as a witness on the trial, in October, 1859, before referred to, that I examined the books of Wm. Dean & Co. in reference to the accounts of John Garsed, and also other books said by Mr. Garsed to have been kept by one Charles Pearson Pritchard, as between himself (Garsed) and the hereinbefore-named Archibald Ashdown in their joint interest, and that I compared them each with the other, and also with some documents produced at the trial, and (as well as I can remember) I found that the bill £680 15s. 3d. did not appear from the books of Wm. Dean & Co. to be due to that firm by Garsed on the 15th July, 1857.

My memory further tells me, that in the so called Pritchard's books I found that the said bill £680 15s. 3d. was debited to Archibald Ashdown, as the balance in settlement between him and Garsed of an amount exceeding (as I best recollect) £9,000.

Mr. Garsed has lately shown me a memorandum or statement of account made out by him against the before-named Archibald Ashdown for the erection of a dwelling-house at the Glebe, in which account he gives Mr. Ashdown credit for £1,700 cash received from him on account of same; and I am asked by Mr. Garsed to search in Wm. Dean & Co.'s ledger, now in my custody, for any entries comprising this amount; and I have in compliance to report that I find debited at different periods, to the account of John Garsed, *Glebe account*, seventeen items of one hundred pounds each, in all £1,700, the cheques from 18th April, 1857, to 14th August, 1857, both dates inclusive.

Mr. Garsed has also requested that I would endeavour to ascertain from Wm. Dean & Co.'s ledger if any construction of a partnership or mutuality between Mr. Ashdown and himself could be traced. The result of my investigation on this matter is, that I find an account opened in the name of C. Pritchard, *special account*, where are debited sundry sums (twelve in all) for cash and cheques from 8th May, 1857, to 17th April, 1858, aggregating £550, and that said account appears credited 15th May, 1858, "*by sundries transfer £550,*" thus closing the account; I then find that a sum of £250 is debited to the account John Garsed, *Glebe account*, on the aforesaid 15th May, 1858, as follows: "*C. P. Pritchard, transfer paid him £250.*"

From these entries I am led to infer that, as only a moiety or something less of the amount paid Pritchard has been charged to Garsed, it is not unreasonable to conceive the existence of a joint interest between Ashdown and Garsed in those transactions disclosed in the books kept by Pritchard, whilst it satisfies me (amongst other things) that the bill £680 15s. 3d. so frequently mentioned was an obligation from Mr. Garsed to Mr. Ashdown *exclusively*, and in nowise connected with any dealings as between Garsed and Wm. Dean & Co.

JOSEPH CARROLL,
Accountant.

Sydney, 26 May, 1877.

In re Parliamentary inquiry into the case of John Garsed.

MR. Garsed, the subject of the inquiry above indicated, has employed me to peruse a portion of a printed Return to an Order of the Legislative Assembly of New South Wales, dated 20th February, 1877, to be found at page 40 of same, of which the following is a copy, and to make a comparison of same with a bill book kept (as he informs me) by one Charles Pearson Pritchard, in the service of Archibald Ashdown, and himself (John Garsed).

"Copy in Mr. Pritchard's handwriting written with red ink; original in possession of Adam Wilson, official assignee. Bills due at the date (see journal.)

		£ s. d.	
"September 14, 1857.	J. Curtis	100	0 0
" 15 "	Wm. Dean & Co.	60	7 6
" 21 "	C. & W. Paul	25	2 0
" 27 "	G. Were, Herder, & Co.	114	6 0
October 4 "	Bloomfield & Co.	118	18 0
" 11 "	R. J. Want	437	13 2
" 15 "	Wm. Dean & Co.	60	7 6
" 21 "	W. S. Friend	46	1 11
November 11 "	R. J. Want	100	0 0
" 21 "	F. Wilson	148	8 9
" 30 "	Bloomfield & Co.	206	15 0

Note—The above bills, not included in the 'list of liabilities to be paid by Mr. Ashdown, 15th July, 1857.'

I certify that I have carefully compared the foregoing with the bill book referred to and put into my hands by Mr. Garsed, and found the bills appearing in the said bill book to correspond with the said printed return, in respect to dates, names, and amounts, save as following, that the bill book does not record any year, and that the bill £114 6s. 0d., G. Were, Herder, & Co., in the fourth line of the printed return, is entered in the bill book as £114 6s. 8d., and the bill £148 8s. 9d. F. Wilson, on the tenth line of the printed return, is entered in the bill book as £143 8s. 9d.

JOSEPH CARROLL,
Accountant.

I hereby certify that the foregoing writing, contained in four pages, at foot of each of which I have placed my initials, is a true copy of my written report upon certain accounts and matters connected with the case of John Garsed now before a Select Committee of the Legislative Assembly of New South Wales, and which said report bears my signature, and was delivered by me to the said John Garsed, by whom I was employed to investigate the accounts.

Dated at Sydney, this 11th March, 1878.

JOSEPH CARROLL.

[Handed

[Handed in by the Chairman, 2 April, 1878.]

D.

Dear Sir,

179, Pitt-street, 14 March, 1878.

There are two gentlemen, Messrs. Constable and Wilson, who I have been informed could give very important evidence to the Garsed Committee; indeed, I have been given to understand that Mr. Constable told you he was quite willing to be examined.

I hope you will excuse my remarking that if you wish to have a full and searching inquiry into the truthfulness of certain allegations which relate to transactions which took place at such a remote period, every witness who could give information pertinent to the inquiry ought to be examined.

The addresses of these gentlemen are—Mr. Constable, care of Mr. Saywell, 4, Park-street; Mr. G. L. Wilson, Prince's Buildings, 179, Pitt-street.

J. Hurley, Esq., M.P.,

Yours truly,

JAMES HOSKINS.

Chairman, Garsed Committee, Legislative Assembly.

Queen v. John Garsed. Charge—perjury. Before Select Committee.

Parliament House, 18 March, 1878.

Sir,

Mr. Garsed's petition confines the investigation to the above charge, and Mr. Garsed is endeavouring to prove from proceedings and evidence taken before Mr. Justice Dickinson, in April and May, 1858, that his equitable plea, filed 26th February, 1858, is true. The said proceedings, W. Dean & Co. and Pritchard's books, and ledger made up from Pritchard's journal, and certified by you to be true, are now in evidence before Committee. I am informed you are anxious to give evidence in this case; if so, write by return of post, and state nature of your evidence, and confine yourself to the civil proceedings.

I am, &c.,

J. HURLEY,

Chairman of Committee.

Geo. L. Wilson, conveyancer,

179, Pitt-street.

Queen v. John Garsed. Charge—perjury. Before Select Committee.

Parliament House, 18 March, 1878.

Sir,

Mr. Garsed's petition confines itself to the above charge, and he is endeavouring to prove that his equitable plea, filed 26th Feb., 1858, in the case Dean and Ashdown v. Garsed, is true, from proceedings and evidence taken before Mr. Justice Dickinson, in April and May, 1858. Those proceedings, also W. Dean & Co. and Pritchard's account books, are before the Committee, also a ledger made up from Pritchard's journal, and certified by Mr. Geo. L. Wilson to be true. I am informed that you wish to give evidence in this matter before the Committee; if so, write by return of post, stating the nature of your evidence, and confine yourself to the civil case. I have had under my notice a certified copy of twenty-two resolutions signed by you, but owing to matters set forth in those resolutions you will have to submit your evidence in the form of an affidavit before it can be received.

I am, &c.,

J. HURLEY,

Chairman.

Mr. M. Constable,

c/o. T. Saywell, Park-street.

Queen v. John Garsed. Charge of perjury. Before Select Committee of Legislative Assembly.

179, Pitt-street, Sydney, 19 March, 1878.

Sir,

I have the honor to acknowledge receipt of your letter of 18th instant.

I am prepared to give evidence before the Select Committee, in the inquiry touching this matter, of which the Committee are seized.

My evidence will on being investigated, I am sure, prove pertinent. I am anxious to give evidence when called on, and am clearly of opinion that unless the evidence of Mr. Constable and myself is taken, justice will not be done to the memory of those deceased or to the character of those now absent from the Colony.

I have, &c.,

GEO. LEA WILSON.

John Hurley, Esq., M.L.A., &c., &c.

As Chairman of the above Committee,

Parliament House.

Queen v. John Garsed. Charge—perjury. Before Select Committee.

To the Hon. the Select Committee of the Legislative Assembly.

4, Park-street, 19 March, 1878.

Gentlemen,

I have the honor to acknowledge the receipt of a letter from Mr. John Hurley, your Chairman, under date 18th March.

With reference to the evidence I am prepared to give, I consider that when tendered it is quite time to state its purport. I assure the Committee that it is strictly pertinent, and as to its value I respectfully submit it is for you to decide.

I am assured from inquiries I have made from several Members of Parliament that the usual style of official communication in such cases has been departed from.

Nearly twenty years have elapsed since the matter arose, and there are but few in the Colony who have any knowledge of the circumstances, and therefore it is the more advisable that I should be examined.

I have, &c.,

MARMADUKE CONSTABLE.

1877-8.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

ADMINISTRATION OF JUSTICE.

(CASE OF EDWARD WILLIAM AND MARY WHITE, AGAINST FANNY WHITE.)

Ordered by the Legislative Assembly to be printed, 8 February, 1878.

RETURN to an *Address* adopted by the Honorable the Legislative Assembly of New South Wales, on the 22nd January, 1878, praying that His Excellency will be pleased to cause to be laid upon the Table of this House,—

“Copies of the Depositions in the case of Edward William White and Mary White, charged with assaulting Fanny White, heard at the Water Police Court, Sydney, on Friday, 16 November, 1877, before Messrs. Manning and Goodridge.”

(*Mr. Gray.*)

SCHEDULE.

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ADMINISTRATION OF JUSTICE.

No. 1.

A. W. Manning, Esq., J.P., to The Principal Under Secretary.

Sir,

Water Police Office, Sydney, 19 November, 1877.

Fanny White,
aged 4 years.

The person named in the margin was this day brought before the Court for protection. The parents were this day brought before the Court, charged with assaulting the said child, and not being sufficient evidence to convict the said parents they were discharged; and the Bench are of opinion that the parents are not fit to take care of the said child.

Under the above circumstances the Bench have recommended her admission to the Benevolent Asylum.

I have, &c.,

A. W. MANNING, J.P.

The parents are both the legal and natural guardians of their children, and are punishable for cruelty or neglect. The Inspector of Public Charities is requested to inquire further into this case. B.C., 19/11/77.—H.H.

Obtained back, the Inspector of Public Charities being unwell. Will the Inspector General of Police be so good as to inquire further into the matter and see to the safety and protection of the child. From the report in the *Herald* of yesterday the parents appear utterly unfit to have charge of the child, which will be temporarily admitted into the Benevolent Asylum, if so recommended. B.C., 21/11/77.—H.H. Urgent.

The child has been temporarily admitted into the Benevolent Asylum. The Attorney General has called upon me for a report on the case, also for a copy of the depositions, and may probably direct some further action, when I will report again. The man White has already, I understand, two children in the Asylum, to whose support he contributes.—EDMUND FOSBERY, I.G.P. B.C., 22/11/77. The Principal Under Secretary, &c., &c.

May be seen by the Attorney General.—22/11/77. Yes.—JOHN R., 23/11/77. The Under Secretary of Justice, &c., B.C., 24/11/77.—H.H.

No. 2.

Memorandum of Minister of Justice, &c.

My attention has been drawn to a report of a case of assault heard at the Water Police Office on the 16th and 19th instant, before Messrs. A. W. Manning and J. Camden Goodridge, Justices of the Peace, in which Edward William White and Mary White were charged with assaulting and beating one Fanny White, a child aged about 4 years. The circumstances described in the report would appear to have established a strong case of cruel ill-treatment of the child against both the accused, who were notwithstanding discharged by the Justices. I have caused the depositions to be forwarded here, for the purpose of ascertaining whether the report of the case was an accurate one; and having carefully perused them, I have ascertained that the report in the *Herald* fairly states the case as it appears upon the depositions.

The medical examination of the child, which took place on Wednesday the 14th, revealed these facts—"that one series of bruises" was, in the language of the medical man who made the examination, "sprinkled over the whole back and parts of body, a nasty bruise as of a kick on the private parts, on the shoulder, on the lip and chin cut and bruises, one mass of bruises all over." The doctor was of opinion that the injury to the private parts must have been caused by a kick.

According to the deposition of Martha Esther Farmer, the daughter of the female, and the step-daughter of the male defendant, the latter had, on the Friday week before, that is to say on the 9th November, between midnight and 2 o'clock of the next morning, beaten the child Fanny White with the buckle end of a strap, which came round her body and hurt her in the front. By the deposition of Constable Joseph Corrigan it appears that the female defendant admitted that she had herself beaten the child. The child fled from the house apparently in terror on Tuesday night the 13th instant, at 10 o'clock, and sought shelter at the house of Mrs. Greenwood, who found marks on the child's face and body, and who refused to give up the child to the female defendant that night and took it to the police the next day. By the deposition of Eliza Barton it was shown that on the same night she heard a sound of blows being inflicted "as if a carpet were being beaten," to borrow her own words, that the blows were loud and constant, quick without stopping for some minutes. This witness is corroborated by Mrs. Mary Lane, who heard on the same night the screams of the child and the sound of the blows for five or ten minutes.

Having carefully considered this case (which appears to me to have been a clearly established case of excessive cruelty and brutality), I have arrived at the conclusion that there has been in the discharge of these defendants a grave miscarriage of justice, and I deem it my duty to call upon the Justices for an explanation of the circumstances under which they conceived themselves justified in ordering the discharge of these defendants. I have requested the Inspector General to forward with the least delay a police report of this case; and on receiving the reply of the Justices and the report, I shall bring the whole subject under the notice of my colleagues, with a view of taking such steps as may be deemed advisable.

The Under Secretary for Justice will forthwith write to Messrs. Manning and Goodridge, and forward to those gentlemen a copy of this minute, and request an explanation at their earliest convenience.

JOHN LACKEY,
Minister of Justice.

22 November, 1877.

No. 3.

3

No. 3.

The Under Secretary of Justice, &c., to J. C. Goodridge, Esq., J.P.

Sir, Department of Justice and Public Instruction, Sydney, 22 November, 1877.
 I have the honor, by direction of the Honorable the Minister of Justice and Public Instruction, to enclose you a copy of a memorandum made in this case, and to invite you to furnish at your earliest convenience such explanation as you may deem it expedient to make concerning such case, with the view of the whole matter being submitted for the consideration of the Government.

Police v. Edward
 William and
 Mary White.
 Assault on Fanny
 White, aged 4
 years.

I have, &c.,
 W. E. PLUNKETT,
 Under Secretary.

[Similar letter to A. W. Manning, Esq., J.P., 21/1/78.]

No. 4.

The Inspector of Public Charities to The Principal Under Secretary.

Sir, Office of Inspector of Public Charities,
 Hyde Park, Sydney, 24 November, 1877.
 For the information of the Colonial Secretary, I have the honor to report that I have visited the Benevolent Asylum and examined the child Fanny White, who has been admitted temporarily pending the action of the Government. She appears to be rapidly recovering from the effects of the ill-treatment she received. I was surprised however to find that two sisters of Fanny White's were already in the Asylum previous to her own admission, a circumstance of which information should I think be conveyed to the Attorney General, so as to include their maintenance in any charge made against the parents.

I have, &c.,
 HUGH ROBISON,
 Inspector of Public Charities.

The Under Secretary of Justice, &c., B.C., 26/11/77.—H.H.

No. 5.

The Under Secretary of Justice, &c., to A. W. Manning, Esq., J.P.

Sir, Department of Justice and Public Instruction, Sydney, 26 November, 1877.
 Not having received a reply to my letter of the 21st instant respecting case of Police v. Edward William and Mary White, assault on Fanny White, aged 4 years, and inviting you to submit such explanation as you may deem expedient concerning the above case,—I am directed by the Minister of Justice and Public Instruction to draw your attention thereto, and request the favour of your early answer.

I have, &c.,
 W. E. PLUNKETT,
 Under Secretary.

[Similar letter to J. C. Goodridge, Esq., J.P., 26/1/78.]

No. 6.

Messrs. Manning & Goodridge to The Under Secretary of Justice, &c.

Sir, Water Police Office, Sydney, 26 November, 1877.
 We have the honor to acknowledge the receipt of your letters of yesterday's date, requesting our explanation upon the case of Edward William and Mary White, charged by the police with assault, on the 13th instant, upon Fanny White, a child aged 4 years. In compliance we beg to make the following remarks:—

The charge was for assaulting the child Fanny White on the 13th instant, and was brought before us in our summary jurisdiction on Friday the 16th instant, and finally adjudicated upon on Monday the 19th instant, when we considered ourselves bound to discharge the defendants (who were undefended, and had been four days in custody), by reason of the absence of proof that they had been guilty of the offence laid against them.

The *Herald* report, as far as it goes, is in accordance with the evidence adduced, but it fails to show that the parties charged were the real offenders, or that the child (Fanny White) was the real sufferer. Moreover the reporter was not present on the second day of hearing, and makes no mention of certain statements made by Martha Ellen Farmer, which appear to us very materially to affect the case. Nor are these statements taken down in the depositions; but we may at once state that this witness, who was only about eight years old, was very difficult to follow in what she said, and that this may account for the omission in the depositions.

Unquestionably the child had many bruises upon her body, including the one specially referred to in the memorandum of the Minister of Justice, that might justify the impression that she had been subjected to gross ill usage.

Neither Mrs. Lane nor Mary Barton was able to say what screams she heard, nor upon whose body the blows were descending "as if a carpet was being beaten." All they could say was that the screams and the sounds of blows came from a room which they believed to be in the occupation of the two defendants. They knew nothing of the parents, and did not see the child then or at any time subsequently until the hearing in Court.

Mrs.

Mrs. Greenwood knew nothing but that the child came to her house late in the evening—that she was not crying—that, as on previous occasions, she kept the child, fed her, and put her to bed with her own children—and that, having noticed the injuries upon her person in the morning, she gave information to the police.

Martha Ellen Farmer, daughter of the female defendant, only eight years of age, did not see the younger child beaten by the male defendant on the day named in the information—she only heard cries up-stairs. She also said (though it is not made to appear in the depositions) that the *cuts* on the lip and chin were occasioned by the child's falling on the edge of her tub while being washed in the morning; and also that her little sister had tumbled down-stairs and hurt herself. She certainly stated that her mother told her that she had remonstrated with her stepfather for beating the child so severely with a strap, the buckle end of which had come round the body and hurt her in front; but this beating took place on the 9th instant, not on the 13th, and down-stairs, not up-stairs, when she heard the cries. The father, however, distinctly denied having used the buckle end of the strap.

We need hardly say that we could neither import into the charge of *ill-usage on the 13th any evidence of violence on the 9th*, nor could we act upon the female defendant's statement concerning her husband. The female defendant admitted having corrected the child, but with no severity, and certainly there was no evidence brought forward or sought to show that the defendants separately or jointly were in the habit of ill-using the child.

Upon the whole, the Bench did not see their way to a conviction, though entertaining grave suspicions of the parents' guilt, they did not consider the evidence, and though prepared to inflict the severest punishment prescribed by the Act 18 Vic. No. 9, they had no alternative *under that Act* but to dismiss the case. This they accordingly did, at the same time conveying a severe censure to the parents for the neglect of their children, and for such instances of severity as *were admitted*—for, as we have before said, there was no *proof*, however great the *presumption* of their guilt might be.

We have, &c.,

A. W. MANNING, J.P.

J. CAMDEN GOODRIDGE, J.P.

No. 7.

Minute of Minister of Justice, &c., on No. 6.

I HAVE read the explanation forwarded by the Justices, in answer to the communication sent from this Department, and I regret to be obliged to say that I do not regard it as satisfactory. I am quite unable to understand the difficulty of the Justices as to the clearness of the evidence against the persons charged, and the fact of a savage and brutal assault having been made upon the child; but I am not prepared, under all the circumstances, to recommend that so extreme a course should be adopted as the removal of these Justices from the Commission of the Peace for what I cannot help regarding as a grave mistake.—JOHN LACKEY, 5/12/77.

Messrs. Manning and Goodridge, J.P.'s may be informed in terms of minute.—J. LACKEY, 5 Dec. 1877.

No. 8.

The Under Secretary of Justice, &c., to A. W. Manning, Esq., J.P.

Department of Justice and Public Instruction,

Sir,

Sydney, 7 December, 1877.

With reference to report of yourself and Mr. Goodridge, J.P., of 29th ultimo, upon case noted in the margin, I am directed to inform you that the Minister of Justice and Public Instruction has written a minute thereon, of which the following is a copy:—

"I have read the explanation forwarded by the Justices in answer to the communication sent from this Department, and I regret to be obliged to say that I do not regard it as satisfactory. I am quite unable to understand the difficulty of the Justices as to the clearness of the evidence against the persons charged, and the fact of a savage and brutal assault having been made upon the child; but I am not prepared, under all the circumstances, to recommend that so extreme a course should be adopted as the removal of these Justices from the Commission of the Peace for what I cannot help regarding as a grave mistake."

I have, &c.,

W. E. PLUNKETT,

Under Secretary.

[Similar letter to J. C. Goodridge, Esq., J.P., 7th December, 1877.]

No. 9.

The Under Secretary of Justice, &c., to The Water Police Magistrate, Sydney.

Department of Justice and Public Instruction,

Sir,

Sydney, 10 December, 1877.

In transmitting the accompanying copy of a motion to be made in the Legislative Council, by Sir Alfred Stephen, on Wednesday next, the 12th instant, I am directed by the Minister of Justice and Public Instruction to request that you will have the goodness to furnish to this Department, with the least possible delay, copies of the depositions and other proceedings therein referred to.

I have, &c.,

W. E. PLUNKETT,

Under Secretary.

No. 10.

E. W. and Mary White, assaulting child Fanny White.

Vide Notice of Motion, &c., No. 5, Wednesday, 12th December, 1877.

No. 10.

The Water Police Magistrate to The Under Secretary of Justice, &c.

Sir, Water Police Office, Sydney, 12 December, 1877.
 In compliance with the request contained in your letter, 77/8,916, I have the honor to forward herewith copies of the depositions in the case of assault preferred against Edward William and Mary White.
 I have, &c.,
J. MILBOURNE MARSH,
 W.P.M.

No. 11.

Depositions in the above case.

New South Wales, }
 Sydney, to wit. }
Information—(General Purposes.)

BE it remembered, that on this 14th day of November, in the year of our Lord one thousand eight hundred and seventy-seven, at Sydney, in the Colony of New South Wales, Joseph Carrigan, a constable of the Police Force in the Colony of New South Wales, appears before me, the undersigned, one of Her Majesty's Justices duly assigned to keep the Peace of our Lady the Queen in and for the Colony of New South Wales, from information he hath received and verily believes to be true, and on oath informs me, that on the 13th day of November, in the year of our Lord one thousand eight hundred and seventy-seven, at the city of Sydney, in the said Colony, Edward William White and Mary White did jointly and unlawfully assault and beat one Fanny White, a child aged about 4 years, contrary to the Act in such case made and provided; whereupon the said Joseph Carrigan prays that I, the said Justice, will proceed in the premises according to law.

Sworn at Sydney, on the day first }
 above written, before me,— }

J. MILBOURNE MARSH, W.P.M.

J. CARRIGAN.

S.	1 0
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Edward William White and Mary White.

Joseph Carrigan, on oath, states: Parties before the Court are the parties I refer to in my information now read; I received the child at the station, took it to the police surgeon, who in my presence examined it; the child is one mass of bruises—back, belly, shoulders, head, eye; I took the child to the Benevolent Asylum, and I summoned the defendants; the male defendant is the father; the female defendant is the step-mother; he is a bricklayer; the black mark on the child's private parts must have been produced by a kick—Dr. Egan said it could not be caused in any other way; there was fresh blood on the dress, cut on the lip, blood on the nose.

Sworn at Sydney, 16 November, 1877,—

A. W. MANNING, J.P.
J. CAMDEN GOODRIDGE, J.P.

J. CARRIGAN.

Bridget Greenwood, on oath states: I have known this child about six months; on Tuesday night last, about 10 p.m., it came to my place of residence; I found marks on her face and body, and I put the child to bed and kept it, and sent it to the police next day.

To defendant: Your wife came at half-past 10, and I refused to give it up.

Sworn at Sydney, 16 November, 1877,—

A. W. MANNING, J.P.
J. CAMDEN GOODRIDGE, J.P.

BRIDGET GREENWOOD.

Eliza Barton, on oath states: I know female defendant by eye-sight—their house adjoins mine; I recollect on Tuesday, about 11 or half-past 11, I heard sounds of smacks in a room in their house, a child crying, and a woman's voice; the only thing like it is when men are beating a carpet; it continued for more than a minute; the blows were hard and constant, quick, without stopping for some minutes; I cannot say how many.

Sworn, at Sydney, 16th November, 1877,—

A. W. MANNING, J.P.
J. CAMDEN GOODRIDGE, J.P.

ELIZA BARTON.

Mary Lane, on oath, states: I know defendants—I live next door to them; I heard a child crying and being smacked in their house last Tuesday; I spoke to Mrs. Barton about it: the child was screaming for some time, and the noise of beating for five or ten minutes; I believe it was this child in Court, but I have not seen it since until to-day; we live in Kippax-street, Surry Hills, in the city of Sydney.

Sworn, at Sydney, 16th November, 1877,—

A. W. MANNING, J.P.
J. CAMDEN GOODRIDGE, J.P.

MARY JANE LANE.

Myles Egan, on oath, states: I am a legally qualified medical practitioner of this Colony; I examined the child in Court on Wednesday, 14th November, 1877; I found one series of bruises pretty well sprinkled over the whole back and front of body; a nasty bruise, as of a kick, on the private parts—on shoulder,

shoulder, on the lip and chin cut and bruises, one mass of bruises all over; a good deal of blood on her clothing, which I believe came from her nose; no blow from the hand could have caused the bruise on the private parts—I think it must have been a kick. M. EGAN.

Sworn at Sydney, 16th November, 1877,—

A. W. MANNING, J.P.
J. CAMDEN GOODRIDGE, J.P.

Remanded till Monday.

A. W. MANNING, J.P.
J. CAMDEN GOODRIDGE, J.P.

Martha Ellen Farmer, on oath, states: Defendant White before the Court is my step-father, and the woman before the Court is my mother; Fanny White, the little girl before the Court, is my step-sister; I was in my step-father's house last Friday week; I saw Mr. White take the child Fanny White up-stairs—I then heard her scream—I heard blows—Mr. White was beating her; one night he wanted her to go for a pint of beer; she was coming down-stairs between 12 p.m. and 2 a.m.; she couldn't wash the bottle, and father said he'd break her bloody jaw; I saw my father beat Fanny White with the back end of a strap; whilst he was beating Fanny my mother told him he shouldn't do that to the child; that was when the buckle of the strap came round her (Fanny's) body, and hurt her in the front.

By male defendant: I saw you beat the child with the buckle end of the strap down-stairs.

Sworn, at Sydney, 19th November, 1877, before,—

MARTHA ELLEN FARMER.

A. W. MANNING, J.P.
J. CAMDEN GOODRIDGE, J.P.

Constable Joseph Carrigan re-sworn, states: Last Wednesday morning I went to defendant's house; I asked the female prisoner how the assault occurred on the child; she said the father beat her with his belt (I told her I was a constable), and that the buckle-end came round to the front of the child's body on the privates; she afterwards said that she had beat the child herself for stopping away when on a message; I asked what the message was; she said she had given her a jug and some money to go to the public-house; she beat her when she came home, because she had stopped away so long; I saw the male defendant later on that day; he said he couldn't be accountable for the bruises upon the child, in reply to my question, as he had to be at work all day, and the wife had full control of the child when he was away.

J. CARRIGAN.

Sworn at Sydney, 19 November, 1877, before,—

A. W. MANNING, J.P.
J. CAMDEN GOODRIDGE, J.P.

Case dismissed, both prisoners to be discharged.

A. W. MANNING, J.P.
J. CAMDEN GOODRIDGE, J.P.

No. 12.

Messrs. Manning and Goodridge to The Under Secretary of Justice, &c.

Sir,

Water Police Office, Sydney, 13 December, 1877.

We have the honor to acknowledge the receipt, on the 10th instant, of your letter of the 7th instant, No. 77-8,916, forwarding the copy of the minute of the Minister of Justice in further reference to our action in the case noted in the margin.

We cannot refrain from expressing our regret that the Minister of Justice should have deemed the circumstances of that case such as to warrant the writing of a minute upon our former letter of explanation, which, by implication, conveys an extreme censure upon two gentlemen who, the one for more than thirty years, and the second for more than twenty-five years, have conscientiously discharged their duty as Justices of the Peace; a minute of such unmerited severity that no course would be open to us but at once to resign our offices, did we not entertain the hope that the Minister may yet be led to the conclusion that in the absence of proof of any "cruel and brutal assault," our action was not such as to occasion any grave miscarriage of justice.

In the matter under consideration, there are some points to which we would once more direct the attention of the Minister of Justice.

The information charged the defendants with having committed an offence on the thirteenth November. The evidence adduced fails entirely to substantiate that charge, but certainly goes far to prove an assault on the ninth—four days previously.

None of the witnesses saw the offence committed—they only heard sounds of blows and of crying in a room believed to be in the occupation of the defendants.

The witness Eliza Barton, when she said the blows she heard sounded "as if a carpet were being beaten," illustrated her meaning by clapping her hands together quickly several times, thereby conveying to the Bench the impression that the beating was *with the open hand*, and could not have occasioned any of the bruises stated by the doctors to be so "thickly sprinkled" on the child's body; a statement we regarded, after examination of the child, as somewhat too highly coloured.

The witness Martha Ellen Farmer clearly established the fact that the cuts on her sister's lip and chin were occasioned by a fall over her tub while being washed, and, as she stated that her sister had on a recent date fallen down-stairs, the presumption was natural that some of the bruises visible on her body on the 14th was occasioned by that fall.

There was no attempt to fix upon the defendants a charge of habitual cruelty to their children; but as facts were elicited which served to show that they were most unfit guardians of so young a child, we, upon subsequent application, directed the removal of that child to the Benevolent Asylum.

We are aware that under the Act 9 Geo. IV, 31, by which cases of ordinary assaults are judged, we had it in our power to commit for trial, provided we were satisfied of the sufficiency of the evidence. We were, however, of opinion that the evidence was too defective to warrant such a course. Another Act

(18 Vic. 9), specially designed for the protection of women and children, places any *aggravated* assault upon such under summary jurisdiction alone; and under it, had it been possible, we would have severely punished the parents of Fanny White. As we before stated, however great the presumption of guilt might be, there was no clear and direct evidence to justify such punishment.

The case received every attention at our hands. We repeatedly conferred on the matter, and it was during one such conference we failed to notice the omission from the depositions (when read by the clerk to the witness before signature) of the most material portion of the evidence given by Martha Ellen Farmer—that portion which in our opinion reasonably accounted for some of the bruises, and proved that neither defendant had inflicted the wound upon the child's lip or chin.

Under all the circumstances of the case, we, as the adjudicating Magistrates, fail to see the impropriety of our decision,—we alone were seised of the case,—by the evidence we were bound to punish or acquit the persons charged,—and conscientiously executing our discretion we acquitted them.

We trust this further explanation will induce the Minister of Justice to withdraw his minute, and relieve us from the imputation of incompetency, if nothing more, under which it has placed us.

We have, &c.,

A. W. MANNING, J.P.

J. CAMDEN GOODRIDGE, J.P.

For my successor.—J. LACKEY, 15 Dec., 1877.
my predecessor, I see no reason to re-open it.—J. LEABY, 7/1/78.

This matter having been determined upon by
Inform Messrs. Manning and
Goodridge, J.P.'s.—8.

No. 13.

The Water Police Magistrate to The Under Secretary of Justice, &c.

My dear sir,

Water Police Court, 18 December, 1877.

The circumstance of an inquiry having been made by the Honorable the Minister of Justice and Public Instruction, touching the decision in a recent case (*re* White) heard at the Water Police Court, before Messrs. Arthur Manning and Camden Goodridge, Justices of the Peace, and the adverse opinion passed thereon, induces me, as Chairman of the Bench, to express the deep regret I feel at the possibility of being deprived (by their perhaps being unwilling to sit again whilst under a stigma) of the assistance of two most thoroughly reliable Magistrates, in whom the utmost confidence has hitherto been reposed—men of education, experience, and high character, and who I can conscientiously affirm (from my own personal observation) have always endeavoured to administer justice without fear, favour, or affection.

I therefore feel it only due to them (without presuming to offer any opinion upon their late decision, and without in any way identifying myself therewith) to ask to be permitted to state, for the information of the Honorable the Minister of Justice and Public Instruction, the high esteem Messrs. Manning and Goodridge have been held in, and the diligent services they have always shown themselves willing to render in their magisterial capacity.

I am, &c.,

J. MILBOURNE MARSH.

No. 14.

The Under Secretary of Justice, &c., to Messrs. A. W. Manning and J. C. Goodridge, J.P.'s.

Gentlemen,

Department of Justice and Public Instruction, Sydney, 8 January, 1878.

In reply to your letter of 13th ultimo, further with reference to the decision given by you in the case noted in the margin,—I am directed by the Minister of Justice and Public Instruction to state that this matter having been determined upon by his predecessor, he sees no reason to re-open it.

G. W. and Mary
White, assaulting
Fanny White.

I have, &c.,

W. E. PLUNKETT,

Under Secretary.

1877-8.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

ADMINISTRATION OF JUSTICE.

(CONE v. CLARKE—CATTLE-SHOOTING—DEPOSITIONS.)

Ordered by the Legislative Assembly to be printed, 21 February, 1878.

RETURN to an *Address* of the Honorable the Legislative Assembly of New South Wales, dated 22nd January, 1878, praying that His Excellency will be pleased to cause to be laid upon the Table of this House,—

“A copy of the Depositions in the case of a person named Clarke, tried
“at the Police Office, Nundle, for shooting cattle, on the Barnett River,
“belonging to a free selector named Samuel Cone.”

(Mr. McElhone.)

ADMINISTRATION OF JUSTICE.

The Under Secretary of Justice, &c., to The Police Magistrate, Tamworth.

Sir, Department of Justice and Public Instruction, Sydney, 30 January, 1878.

I am directed by the Minister of Justice and Public Instruction to transmit herewith a copy of an Address of the Legislative Assembly for certain information respecting the case of Cone v. Clark, cattle-shooting, and to request that you will have the goodness to cause the information asked for to be furnished to this Department as early as convenient.

I have, &c.,

W. E. PLUNKETT,

Under Secretary.

Telegram from Police Magistrate, Tamworth, to Under Secretary of Justice, &c.

4 February, 1878.

Re Cone and Clark, cattle-shooting, I have written to Nundle for the depositions; the boy Clark was discharged and afterwards called as a witness against Hungerford for same offence. Shall I send the proceedings in this case also, though not mentioned in the motion?—It throws light on the whole prosecution.

Telegram from Under Secretary of Justice, &c., to Police Magistrate, Tamworth.

5 February, 1878.

Re Cone v. Clark, cattle-stealing, for the reasons stated in your telegram 4th instant it would be desirable to forward each of the cases referred to by you.

The Police Magistrate, Tamworth, to The Under Secretary of Justice, &c.

Sir,

Tamworth, 13 February, 1878.

I have the honor to enclose under separate cover: 1. A copy of the depositions in the case against a boy named John Clark, junior, for shooting cattle, the property of Samuel Cone, heard before myself and Mr. T. B. Kermodé, J.P., at Nundle on the 24th August, 1877, and dismissed. 2. The copy depositions in a case against Robert Hungerford for shooting the same cattle, initiated by summons and heard before the same Bench and dismissed, in which the previously discharged prisoner, John Clark, junior, was examined as a witness for the prosecution. 3. I also think it proper to enclose a copy of the depositions taken on the 11th August, 1877, in the same case against John Clark, junior. Mr. Kermodé, J.P., heard the case on that day and remanded the prisoner until the 24th August, 1877. Sending me a requisition to attend on that day. On the remand day, as the prisoner was then provided with a solicitor, it was deemed expedient to commence the case *de novo*, which was done.

I have, &c.,

D. WILLIAMSON IRVING, P.M.

[Enclosures.]

Nundle, }
to wit. }

Deposition of Witness.

THE examination of William Couch, of Nundle, in the Colony of New South Wales, taken on Saturday, this eleventh day of August, in the year of our Lord one thousand eight hundred and seventy-seven, at Nundle, in the Colony aforesaid, before the undersigned, one of Her Majesty's Justices of the Peace for the said Colony, in the presence and hearing of John Clark, junior, who is charged this day before me, for that he the said John Clark, junior, on or about the 15th day of July, 1877, at Barnard River, in the said Colony, did unlawfully and maliciously kill two head of cattle, the property of Samuel Cone, of the Barnard River, in the Colony aforesaid.

This deponent, *William Couch*, on oath saith as follows:—I am a constable in the New South Wales Police Force, stationed at Nundle; on the night of the 19th July, ultimo, Joseph Cone, of Back River, reported that a bay horse was stolen, for which he suspected John Clark, the prisoner now before the Court, as John Clark was seen about the house about the time the horse was missed; on making diligent search for this horse, which was supposed to be stolen, I went to Mr. Hungerford's station in company with Mr. Joseph Cone, junior; I saw the prisoner bringing in a mob of horses; I rode up and examined them; I made inquiries of the prisoner respecting the horse stolen from Mr. Cone; he replied, "I do not know what horse you mean;" he said, "Who owns him?" I replied, "Mr. Cone owns the horse;" the prisoner said, "Did you think I stole his old horse?" I said, "I thought perhaps you might have seen him some place;" he said in reply, "I don't want his old horse, for I can get a horse worth ten pounds (£10) to shake a few old bullocks;" I said to him "What, have you been shaking bullocks?" he said, "No, I did not say I did;" I then said, "You might as well tell me the truth of anything you know about the bullocks;" he said, "No, I won't; you will tell Hungerford;" I said, "No, don't be frightened about that; I won't tell Hungerford anything you tell me;" Joseph Cone, junior, and another man were present during the time this conversation passed; the prisoner then considered and said, "I will tell you if you don't tell Hungerford;" I said, "Don't be frightened; I won't tell Hungerford anything you tell me about the bullocks;" he said, "They are over there;" "Where," said I, "in a paddock?" he said, "No, they are shot;"

"Who

"Who shot them?" I asked; he the prisoner said, "I only shot two, but Hungerford shot a lot of cattle;" I was to get ten bob for shooting a cow and say nothing about Hungerford branding the calf, but she charged us and broke away and I did not shoot her;" I said to him, "Will you show me some of those bullocks and cattle?" he said, "I will if you get me a horse, but I'm darned if I am going to walk over that hill;" I then asked Joseph Cone to tell Mr. Robert Hungerford that I wanted to see him; the prisoner said, "I will tell you no more; you are going to tell Mr. Robert Hungerford;" I said "I am only going to get you a horse to ride;" the prisoner appeared to be frightened; I then arrested him on suspicion of having killed two bullocks, the property of Samuel Cone, of Back River; prisoner said, "If you are going to do that I deny knowing anything about them, or having anything to do with them;" the prisoner afterwards showed me where the cattle were lying which were shot; the first beast we came to I asked prisoner if he shot that one; he said, "No, Robert Hungerford shot that one;" prisoner pointed towards two head of cattle lying dead about 20 yards distant; prisoner said, "Them are the only two I shot; I was going to have another shot but I ran out of powder;" I said, "Did you leave anything where you ran out of powder, meaning where the cattle were shot?" prisoner said, "I don't remember now, but I think I flung a little flask behind that log," pointing to a log; I then showed the prisoner a powder-flask which I picked up two days previously in exactly the same place where the prisoner pointed out, and then I showed him the flask now produced, marked A; the flask is marked with the letters RH over TC; I asked prisoner if that was the flask; the prisoner said, "He was not sure but he thought it was"; I asked him if he remembered scratching or writing anything on it; he said, "I don't remember now, I might have done so;" I then showed him the flask with the letters on; the prisoner said, "I don't remember doing that, I might have done so;" the flask was picked up about 7 or 8 yards from where the cattle were lying, which the prisoner acknowledged as having shot; there were three others in my company when I picked up the flask; I then asked the prisoner what gun or firearms he had at the time he shot the bullocks; he replied, "That's put where you won't get it;" I said "You might as well tell me where it is;" he replied "That's put where you won't get it; if I tell you you will get it and Hungerford will know that I told you;" I then escorted the prisoner to the Nundle lock-up.

Taken and sworn before us, this 11th August, 1877,—

T. B. KERMODE.

WILLIAM COUCH.

Prisoner applies for a postponement until the 24th instant. Case postponed until 24th instant; bail allowed—himself in £40, and two sureties in £20 each.

T. B. KERMODE.

This case was began *de novo* before D. W. Irving, P.M., and Mr. T. B. Kermode, J.P., and ultimately dismissed.

D. WILLIAM IRVING, P.M.

24 August, 1877.

Deposition of Witness.

New South Wales, }
to wit.

THE examination of William Couch, of Nundle, in the Colony of New South Wales, constable in the Police Force of New South Wales, taken on oath this twenty-fourth day of August, in the year of our Lord one thousand eight hundred and seventy-seven, at Nundle, in the Colony aforesaid, before the undersigned, two of Her Majesty's Justices of the Peace for the said Colony, in the presence and hearing of John Clark, who is charged this day before us, for that he, the said John Clark, junior, on or about the fifteenth day of July, 1877, at Barnard River, in the said Colony, did unlawfully and maliciously kill two head of cattle, the property of Samuel Cone, of the Barnard River, in the Colony aforesaid.

This deponent, *William Couch*, on his oath, saith:—I am a constable in the Police Force stationed in Nundle; on the 20th July last I was on Mr. Hungerford's station between 11 and 12 o'clock in the forenoon; I saw the prisoner running in a mob of horses; I rode up and examined the horses and asked the prisoner "Have you seen a bay horse?"; I described the horse and his brands; the prisoner replied "I do not know what horse you mean; who owns him?"; I said "Mr. Cone owns the horse"; prisoner said "What, did he think I stole his old horse; I don't want his horse; I can get a horse worth £10 to shake a few old bullocks"; I said "Have you been shaking bullocks?" he said "No, I did not say I did"; I said "You might as well tell me the truth of everything you know about bullocks;" he said "No, I won't; you will tell Hungerford"; I said "Don't be frightened about that, I won't tell Hungerford anything you tell me." (The confession is objected to at this stage by prisoner's solicitor.)

By the Bench: I was in full uniform as a constable, and had arms (Objection sustained.) After talking with the prisoner I accompanied him to a spot where two bullocks were lying dead; I had seen these bullocks two days before this, and had examined them and had observed holes as if from bullets through their bodies; I had arrested the prisoner before we went to the bullocks; I afterwards took the prisoner to the lock-up; I have no further evidence to give except the statement the prisoner made to me; there were two other persons with me at the time I had the conversation with the boy; they can only give the same evidence as I have given.

WILLIAM COUCH.

Taken and sworn before us, this 24th August, 1877,—

D. WILLIAM IRVING, P.M.

Recalled:—I found a powder-flask beside the bullocks, the letters RH over which I now produce. WIL M COUCH.

Taken and sworn before us, this 24th August, 1877,—

D. WILLIAM IRVING, P.M.

The Senior-constable here states there is no further evidence against the boy John Clark, junior. The prisoner is discharged.

D. WILLIAM IRVING, P.M.
T. B. KERMODE, J.P.

Deposition

Deposition of Witness.

New South Wales, Nundle, }
to wit.

THE examination of John Clark, junior, of Barnard River, in the Colony of New South Wales, taken on oath this 24th day of August, in the year of our Lord one thousand eight hundred and seventy-seven, at Nundle, in the Colony aforesaid, before the undersigned, two of Her Majesty's Justices of the Peace for the said Colony, in the presence and hearing of Robert Hungerford, who is charged this day before us, for that he, the said Robert Hungerford, on or about the 14th day of July, 1877, at Barnard River, in the said Colony, did unlawfully and maliciously kill two head of cattle, the property of Samuel Cone, of Barnard River.

[The summons was not forwarded.]

Nundle, 24 August, 1877.

Before D. W. Irving, Esq., P.M. ; T. B. Kermode, Esq., J.P.

Police against Robert Hungerford, unlawfully and maliciously killing two head of cattle, the property of Samuel Cone, of Barnett River, on or about 14th July, 1877.

John Clark, on his oath, saith:—I am in Mr. Robert Hungerford's service as a stock boy; I never saw Mr. Hungerford shoot any cattle during the time I have been with him; I never saw any bullocks of Mr. Samuel Cones lying dead on Mr. Hungerford's run until the Police showed them to me; I never saw the flask produced until the Police showed it to me; the policeman showed it to me when he was bringing me into Nundle; the policeman showed me two head of cattle, they were all rotted away, there was nothing but bones left; I cannot tell whether they were cows or bullocks, or whose brand was on them; I never saw the two head of cattle before lying in that place; I never, on the day the policeman showed me the two bullocks or two head of cattle, said to the policeman (Couch) that Mr. Hungerford shot those two beasts; and I did not tell Couch that Mr. Hungerford shot cattle or cows; young Cone and another person, I do not know by name, were with Constable Couch when we were at the two dead beasts; I did not say anything about Mr. Hungerford having shot cattle of any description to Constable Couch on that day; I did not know the bullocks or beasts showed to me to be Mr. Samuel Cone's until the Police said they were.

Witness,—Wm. Robson.

Taken and sworn before us, this 24th August, 1877,—

D. WILLIAM IRVING, P.M.

his
JOHN + CLARK.
mark

The Senior-constable here states he is not prepared to offer any further evidence in the case.
Case dismissed.

D. WILLIAM IRVING, P.M.
T. B. KERMODE, J.P.

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

ADMINISTRATION OF JUSTICE.

(HUTCHINSON *v.* KELLIER AND LYNN—DEPOSITIONS.)

Ordered by the Legislative Assembly to be printed, 3 April, 1878.

RETURN to an *Address* adopted by the Honorable the Legislative Assembly of New South Wales, on 19th March, 1878, That His Excellency will be pleased to cause to be laid upon the Table of this House,—

“ A copy of the Depositions in the libel case of Hutchinson *versus* Kellier
 “ and Lynn, together with a copy of the Attorney General’s reasons for
 “ refusing to file a criminal information against the accused.”

(*Mr. Shepherd.*)

ADMINISTRATION OF JUSTICE.

New South Wales, Sydney, }
to wit.

BE it remembered that on this 20th day of February, in the year of our Lord one thousand eight hundred and seventy-eight, at Sydney, in the Colony of New South Wales, Francis Hutchinson, of King-street, Sydney, licensed victualler, appeared before me, the undersigned, one of Her Majesty's Justices duly assigned to keep the peace of our Lady the Queen in and for the Colony of New South Wales, and informs me from information he has received, and which he believes to be true, that Harry Kellier and Philip Lynn, both of Sydney aforesaid, contriving and unlawfully and maliciously intending to injure, vilify, and prejudice one Francis Hutchinson in his business of a licensed victualler, and to deprive him of his good name, credit, and reputation, and to bring him into great contempt, scandal, infamy, and disgrace, on or about the 15th day of February instant, at Sydney aforesaid, unlawfully, wilfully, and maliciously did write and publish, and cause and procure to be written and published, a false, scandalous, malicious and defamatory libel, in the form of a "pamphlet," called the *Pilgrim* containing divers false scandalous, malicious, and defamatory matters and things of and concerning the said Francis Hutchinson, that is to say:—

"NELLY'S BOWER—continued."

"It appears that the people in charge of 'Nelly's Bower' don't appreciate my attempt of last week to describe their house; but although I have no wish to offend them, yet, as I promised my readers a continuation of this subject, I must at all hazards keep that promise. A young man in our employment, out of I suppose curiosity, went into the front bar of this place the other evening for 'a liquor,' and succeeded in getting into conversation with the girl with the hair: she, after speaking to him for a little, expressed herself in these terms 'What do you think, the Pilgrim says I'm painted; now you look: *am I?*' Our young man of course replied that it was her *own* colour, and that it made her look charmingly *fresh*, as so it should when it is put on newly two or three times a day. We hear that these people have a gang of their hangers-on looking for us to try Mr. Roberts' plan of revenge; but we also have thought it necessary to engage a body-guard so as to protect our lives from men whose services can be bought by publicans for a nobbler or two.

"This place has, as I think I mentioned last week, two bars, in one of which is charged 3d. for a drink, and in the other 6d.; there is really no difference whatever in the drink, the only difference being in the fact that one of these places has 'Café' written on green blinds on the windows, and the other has not. In the one the ordinary Café flirtation takes place—in the other it don't; so the extra 3d. is paid for the squeeze of Nelly's hand and a spoony glance from her wandering eyes. The people who stay here are for the most part respectable, but they find the 'Exchange' or 'Phalert's' Hotels too quiet, for here, at 'Nelly's Bower,' you may see married men and single standing outside watching the girls of the demi-monde, and choosing from them as they pass by, those whom their fancy dictates them to make assignations with.

"I have heard of a circumstance which occurred here about a fortnight ago on a Sunday night, or rather on Monday morning. A gentleman knocked quietly with the usual after-midnight three taps for admission to the Café; the door opened, and it was so dark that he, the visitor, could not distinguish whether the door was opened by the *nearly* black landlord or the *quite* black servant. (We are satisfied, after looking at these two, of the correctness of Darwin's theory.) On entering the Café he saw the landlady officiating, and getting into conversation with her at once found out that she was intoxicated. Rather rudely, I must confess, he, when she made some insulting remark, replied that he thought that she had been imbibing too freely. At this she turned round to the men in the place and exclaimed, 'If there is a gentleman in the place he will turn this man out,' thus implying that it is seldom that a gentleman is to be found there."

meaning thereby that the said Francis Hutchinson kept an improper hotel, and that two of the female servants of the said Francis Hutchinson were of loose and immoral character, and that the wife of the said Francis Hutchinson was a person of drunken and dissolute habits; they, the said Harry Kellier and Philip Lynn, then and there well knowing the said defamatory libel to be false, to the great damage, scandal, and disgrace of the said Francis Hutchinson, to the evil example of all others in the like case offending, and contrary to the statute in such case made and provided; whereupon the said Francis Hutchinson prays that I, the said Justice, will proceed in the premises according to law.

Exhibited before me, at the Central Police Office, }
Sydney, this 20th day of February, A.D. 1878,—

FRANK HUTCHINSON.

WM. CRANE, P.M.

DEPOSITIONS OF WITNESSES.

New South Wales, city of Sydney, }
to wit.

No. 59, 5/3/78.

THE examination of Francis Hutchinson, of Sydney, in the Colony of New South Wales, licensed victualler, Henry Bethel, of Sydney, printer, Michael Albert Gorman, of Sydney, printer, Mary Louisa Hutchinson, of Sydney, married woman, Robert William Robberds, of Sydney, attorney, Bridget Hayes, of Sydney, barmaid, and Edward McDonnell, of Sydney, in the said Colony, taken on oath the 22nd and 27th days of February instant, in the year of our Lord one thousand eight hundred and seventy-eight, at Sydney, in the Colony aforesaid, before the undersigned three of Her Majesty's Justices of the Peace for the said Colony, in the presence and hearing of Harry Kellier and Philip Lynn, who are charged this day before us for that they, the said Harry Kellier and Philip Lynn, on or about the fifteenth day of February instant, at Sydney, in the said Colony, unlawfully, wilfully, and maliciously did write and publish, and cause and procure to be written and published a false, scandalous, malicious, and defamatory libel of and concerning the said Francis Hutchinson, in the form of a pamphlet called the *Pilgrim*, in an article in the said pamphlet, headed "Nelly's Bower," they then well knowing the said libel to be false.

Harry

Harry Kellier and Philip Lynn.—Libel.

Mr. Gannon appears for the prosecution, and Mr. Carroll for the defence.
Information read.

Francis Hutchinson, on oath, states :—My information now read refers to the two defendants before the Court ; I am a licensed victualler, keeping the "Metropolitan Hotel," King and Castlereagh Streets, in this city ; I have seen a pamphlet called the *Pilgrim* ; I look at the article in that pamphlet, now shown to me, headed "Nelly's Bower" ; that is the libel I complain of in my information. (Article marked "A" for identification.)

Sworn at Sydney, 22 February, 1878,—

EDW. RIDGE, J.P.
ALFRED G. NEALE, J.P.
G. R. MACLEAN, J.P.

FRANK HUTCHINSON.

Case postponed till Wednesday next, at 11 o'clock, a.m.

Each defendant is allowed bail—self in £40 each.

Sydney, 22 February, 1878.

ALFRED G. NEALE, J.P.
EDW. RIDGE, J.P.
G. R. MACLEAN, J.P.

Henry Bethel, on oath, states :—I am a printer, carrying on business at 10, King-street, Sydney ; I look at the article marked "A" ; I printed that article ; I produce the manuscript of that article. (Manuscript put in, marked "B.") I received that manuscript from Mr. Kellier, defendant ; defendant Lynn was with him—they were both together ; I am not quite certain which handed it to me ; I entered into an agreement with them ; I produce the agreement (agreement put in and marked "C") ; it was signed by both defendants in my presence ; in pursuance of that agreement, I printed pamphlet marked "A" ; I have not printed any more than that week's issue ; I printed the article A from the manuscript produced, B.

By defendant Lynn : I can't swear who wrote that article A ; the proof of the article A passed through a solicitor's hands before issue ; the solicitor was Mr. Thomas Read.

Sworn at Sydney, 27th February, 1878,—

ALFRED G. NEALE, J.P.
EDW. RIDGE, J.P.
G. R. MACLEAN, J.P.

HENRY BETHEL.

Michael Albert Gorman, on oath, states :—I am a printer, carrying on business at 125, York-street, under the style and firm of "Gorman and Reardon" ; I know the defendants—I have seen them in my office ; we printed a pamphlet call *Another Pilgrim* ; the pamphlet now shown to me was printed on behalf of defendants (pamphlet put in and marked "C") ; that is the last we printed for defendants ; we were not requested to print any more after that ; we got a lawyer's letter about the article marked C.

By defendant Lynn :—I got a letter from Mr. Hutchinson ; I did not tell you anything about that letter ; no one else signed the agreement with us ; generally four or five persons came into my office with you ; I don't know who signed the agreement.

By defendant Kellier :—I believe Mr. Richardson went security for you—I believe he paid money on your behalf.

By Mr. Gannon :—The letter I got was a lawyer's letter written on behalf of Mr. Hutchinson the complainant ; I was always very careful not to print scurrilous matter, for my own sake, or libellous matter ; I printed the article "Nellie's Bower," marked C ; that article was marked "to be continued."

Sworn at Sydney, 27th February, 1878,—

ALFRED G. NEALE, J.P.
EDW. RIDGE, J.P.
G. R. MACLEAN, J.P.

M. A. GORMAN.

Mary Louisa Hutchinson, on oath, states :—I am the wife of complainant in this case ; we have a servant girl called "Nelly," who attends to the "Café" of our hotel ; she has been in our service some time, and is so still ; we had also in our employ a black servant named "Charles Williams" ; he has since left our service ; I have read the article marked A ; about half-past 10 o'clock on Sunday night referred to in that article the house was shut, and our lodgers have to ring for admission at that hour ; there was a disturbance in the house that night ; I asked one of the gentlemen present to put the gentleman out who had come in ; I was not intoxicated that night ; a Mr. Levy was there ; it was a falsehood that I was intoxicated that night ; I am certain I am the landlady referred to in that article—I have no doubt of it ; defendant Kellier was in the bar drinking with the man that was turned out, and remained after that.

By Kellier :—I won't swear to you—I believe that you are the man that was in the bar ; no one could mistake the article ; I believe you mean me in the article referred to ; there are four public-houses at the corners of King and Castlereagh Streets ; I don't know anything about the other houses ; I don't know if there is a "Nelly" at either of the other three houses ; there may be "Nellies" there ; I have never seen any black servants at either of the other three houses—I can't swear that there is not ; opposite to my house is an hotel called "Sharpe's" ; I don't believe they charge 6d. for drink in any part of that house ; I don't know anything about it ; I look at exhibit A ; I have the word "Café" written on blinds—not on green blinds ; ours is the only house at the corner of King and Castlereagh Streets that has "Café" written on it ; Sharpe's has not the word "Café" on blinds upstairs ; the hotel at the other corner—"Neilly's"—has not the word "Café" written on the blinds ; the black servant Williams left about a fortnight ago ; I have never seen him at "Neilly's Hotel" ; one portion of my house is known as "Nelly's Bower," by gentlemen.

MARY LOUISA HUTCHINSON.

Sworn at Sydney, 27 February, 1878,—

ALFRED G. NEALE, J.P.
EDW. RIDGE, J.P.
G. R. MACLEAN, J.P.

Robert

Robert William Robberds, on oath, states:—I am an attorney of the Supreme Court of this Colony; I wrote a letter to Messrs. Gorman and Reardon; after writing that letter I saw the article marked A; I have read that article; I had no difficulty in recognizing the house referred to; I understood it referred to the "Metropolitan Hotel," kept by complainant; several portions of that article cause me to identify the house; it refers to the two girls in the bars; I look at exhibit C; one of the girls has frizzed hair; I recognize her also in the expression "Look at me, am I painted?" I have not the slightest doubt that the expression in exhibit A about the "nearly black landlord" and the "wholly black servant" refers to complainant and one of his servants; I have known Mrs. Hutchinson for years—I never saw her under the influence of liquor.

By defendant Kellier:—I don't know anything of the other houses at the corner of King-street and Castlereagh-street; for all I know there may be girls with matted hair, and also black servants, at the other houses; I never heard any portion of the house called "Nelly's Bower" till the first Pilgrim called it so; I can't say what he meant by "Nelly's Bower"—I only drew the inference.

R. W. ROBBERDS.

Sworn at Sydney, 27 February, 1878,—

ALFRED G. NEALE, J.P.

EDW. RIDGE, J.P.

G. R. MACLEAN, J.P.

Bridget Hayes, on oath, states:—I am in the employ of complainants at the "Metropolitan Hotel"; I have charge of the hotel bar; I don't recollect any one saying to me they were the pilgrims; one Sunday night a few weeks back, about between 10 and 11 o'clock, there was a disturbance in the house; Mrs. Hutchinson called on some one to put the person creating the disturbance out; she was perfectly sober at the time; I have read the article A; I believe that article refers to the "Metropolitan Hotel," and to Mrs. Hutchinson; I did not recognize either of the defendants in the house that night.

By defendant Kellier:—There are four hotels at the corners of King and Castlereagh Streets; I don't know that 6d. is charged at any other house than the "Metropolitan Hotel"—I won't swear that it is not done; I don't know if there is or is not a girl called "Nelly" at either of the other houses; the word "Café" is written on green blinds at the "Metropolitan Hotel"; if Mrs. Hutchinson says the blinds are brown it is false; I did not recognize any of the persons in the house on the night of the disturbance; there were not more than eight persons there; I believe the words, "the girl with the matted hair" refers to me, because my hair is frizzed.

By Mr. Gannon:—The blinds are venetian; the gauze blinds with the word "Café" on are brown; I referred to the venetian blinds as being green.

Sworn at Sydney, 27th February, 1878,—

BRIDGET HAYES.

ALFRED G. NEALE, J.P.

EDW. RIDGE, J.P.

G. R. MACLEAN, J.P.

Edward McDonnell, on oath, states:—I know Mr. Harold Grey; he was the writer of the first *Pilgrim*; I wrote the articles at his dictation; I look at an article in the original *Pilgrim*, written by "Harold Grey"; it refers to the "Metropolitan Hotel." (*Article put in and marked "D."*) I look at exhibit A; I have no doubt it refers to the "Metropolitan Hotel" and to Mrs. Hutchinson; the name "Nelly's Bower" was first given by Mr. Grey.

By defendant Kellier:—I have been in all the other three public-houses; I have never paid sixpence for a drink in either of them; I have never been upstairs at "Sharpe's"; I don't know if there is or is not a "Nelly" employed at either of the other houses; Grey had another clerk than myself; I remember the words "a poverty-stricken clerk of the ex-Pilgrim," in one of your pamphlets—I think you alluded to me.

By Mr. Gannon:—I will swear that neither of the other houses has a black servant; at the time article A appeared there was a black servant at the "Metropolitan Hotel"; neither of the landlords is black or nearly black; Mr. Hutchinson is not "nearly black."

Sworn at Sydney, 27th February, 1878,—

EDWARD McDONNELL.

ALFRED G. NEALE, J.P.

EDW. RIDGE, J.P.

G. R. MACLEAN, J.P.

New South Wales, }
to wit. }

STATEMENT OF THE ACCUSED.

HARRY Kellier and Philip Lynn stand charged before the undersigned, one of Her Majesty's Justices of the Peace in and for the Colony aforesaid, this twenty-seventh day of February, in the year of our Lord one thousand eight hundred and seventy-eight, for that they, the said Harry Kellier and Philip Lynn, on or about the fifteenth day of February instant, at Sydney, in the said Colony, unlawfully, wilfully, and maliciously, did write and publish, and cause and procure to be written and published, a false, scandalous, malicious, and defamatory libel of and concerning one Francis Hutchinson, in the form of a pamphlet called the *Pilgrim*, in an article in the said pamphlet headed "Nelly's Bower," they then well knowing the said libel to be false; and the examinations of all the witnesses on the part of the prosecution having been completed, and the depositions taken against the accused having been caused to be read to them by me, the said Justice, before whom such examination has been so completed; and I, the said Justice, having also stated to the accused, and given them clearly to understand that they have nothing to hope from any promise of favour, and nothing to fear from any threat which may have been holden out to them to induce them to make any admission or confession of their guilt, but that whatever they shall say may be given in evidence against them upon their trial, notwithstanding such promise or threat; and the said charge being read to the said Harry Kellier and Philip Lynn; and the witnesses for the prosecution being severally examined in their presence, the said Harry Kellier and Philip Lynn are each now addressed by me as follows: "Having heard the evidence,

evidence, do you wish to say anything in answer to the charge? You are not obliged to say anything unless you desire to do so; but whatever you say will be taken down in writing, and may be given in evidence against you upon your trial"; whereupon the said Harry Kellier and Philip Lynn saith as follows: "I have witnesses to call."

Taken before me, at Sydney, in the said Colony, the }
day and year first above mentioned,—

ALFRED G. NEALE, J.P.

Postponed till to-morrow, at 11 a.m.

Bail allowed—self in £40, and two sureties in £20 each, or one in £40.
Sydney, 27 February, 1878.

ALFRED G. NEALE, J.P.

EDW. RIDGE, J.P.

G. R. MACLEAN, J.P.

DEFENCE.

Max Friedenthal, on oath, states: *By defendant Kellier*:—I am a proprietor of a billiard-room in King-street, in this city, at the "Café Wein"; I have been there about twelve months; I have read the article now shown me, marked A; after reading it I had no idea it referred to complainant's house, the "Metropolitan Hotel"; I thought it referred to Mrs. Neilly's Hotel, opposite the "Metropolitan"; she has been keeping that house for some years; I have no doubt that she has been there over two years; there is a black boy employed there; there has been a black servant employed at the "Café Wein" until the last couple of weeks; there was a barmaid named Nelly at Mrs. Neilly's a couple of weeks ago, till about ten days ago; I have paid 6d. for a drink at Sharpe's upstairs; Sharpe's is at the corner of King and Castlereagh Streets; there was a girl named Nelly at Sharpe's till within this two or three weeks; a Café kept by a man named Maas is under the same license as "Neilly's Hotel"; it is part of Neilly's house; there are blinds—green blinds—on the windows of the Café attached to Neilly's, kept by Maas; the word "Café" is written on the blinds of this Café; I have been in the "Café Maas"; I have paid 6d. for all kinds of drinks there.

By Mr. Gannon:—I never for one moment believed the article A referred to the "Metropolitan Hotel"; "Neilly" and "Nelly" are not spelled alike; I have not read exhibit C; it would take me two or three hours to study exhibit A thoroughly, so as to find any passage referring to Mrs. Neilly's; I thought on reading it first that it referred to Mrs. Neilly's house; I don't know of any "nearly black landlord" about the neighbourhood; Mrs. Neilly would not answer the description; Mr. Maas is as nearly black as Mr. Hutchinson; there was a black boy at Hutchinson's; there has been a black servant at Neilly's; I can't say if one has been there within six days; I gave evidence against Grey, for robbery; defendants are almost daily visitors at the "Café Wein"; they have been praising the "Café Wein"; I think I had no conversation with the defendants this morning about this case; I can't swear the article A refers to the "Metropolitan Hotel" or "Neilly's," or any place; I have seen a black servant at Neilly's cleaning windows—I don't know if he was engaged or not.

By Kellier:—I have seen this black boy doing servant's work at Neilly's; the house I speak of as Neilly's is not now kept by Mrs. Neilly, but the name is on the front; the Mr. Maas I speak of is not a fair man—he is very dark; my impression was that article A did not refer to Mr. Hutchinson's house, because I never saw it open after 12 o'clock at night.

Sworn at Sydney, 28th February, 1878,—

MAX. FRIEDENTHAL.

ALFRED G. NEALE, J.P.

EDW. RIDGE, J.P.

G. R. MACLEAN, J.P.

Helen Duff, on oath, states:—My name is "Nelly"; I am employed at the corner of King and Castlereagh Streets; I have read exhibit A; the hotel I am employed at is the hotel kept by Mr. Kirschbaum, called the "Continental Hotel"; after reading the article A, I had no idea to what house it referred; I have been at the "Continental Hotel" over two months; there is a black servant employed at the "Continental Hotel"; I am generally called Nelly in the house; we generally charge 6d. in the parlours and 3d. in the bar; the parlours are attached to the bar; there is a Café attached to the "Continental Hotel," attended to by Mr. Maas; I don't know if the word "Café" is written on the blinds of that Café; it has an entirely separate bar to the one I serve in.

By Mr. Gannon:—I have only been in the Colony a little over two months; since I have been at the "Continental Hotel" it has been kept by Mr. Kirschbaum; he is living with his wife; I don't know how long the black servant has been there; he has been there over a week; I read exhibit A before to-day; I don't remember when I first read it; I have nothing to do with the Café; I did not know if the article A referred to me, nor do I care; I know nothing of the other houses.

By defendant Kellier:—I don't know what girls are employed at the Café.

Sworn at Sydney, 28 February, 1878,—

HELEN DUFF.

ALFRED G. NEALE, J.P.

EDW. RIDGE, J.P.

G. R. MACLEAN, J.P.

John Joseph Horan, on oath, states:—I am a tailor, carrying on business in York-street, in this city; I look at exhibit A; the pamphlet is headed, "Another Pilgrim"; I have read the pamphlets, from the first to the last of them; I have read exhibit A; I know Mr. Hutchinson who keeps the "Metropolitan Hotel"; in my opinion that article could not refer to him; I have paid 6d. for drinks at two houses round about the corner; the blinds at the "Metropolitan" are drab; the curtains spoken of in exhibit A are green; from the well-known respectability of the complainant's house it could not be spoken of as in the exhibit A.

By Mr. Gannon:—I can't say if there are not green blinds at the "Metropolitan"; there are venetian blinds there—they are green; until these proceedings were initiated I did not for one moment imagine that article A referred to Hutchinson; I have seen a black servant at the "Metropolitan Hotel"; it might refer to Maas' Café; there is a black servant at the corner of King and Castlereagh Streets;
Maas'

Maas' Café is not at the corner of King-street; I have not spoken to defendants to-day; I spoke to them the last day the case was on; I have not contributed directly or indirectly to the funds for the defence; I was subpoenaed this morning; I attended yesterday from curiosity; Maas' Café is under the same roof as the hotel at the corner of King-street; Mr. Kirschbaum is the landlord of the Café kept by Maas'; I heard it from Maas'; I know that Maas' Café is referred to in one of the pamphlets; I have been in Maas' Café; I don't know of any girl called Nellie in Maas' Café; I think the part "the girl with the matted hair" refers to a girl in the "Metropolitan Hotel."

By Mr. Carroll:—I have seen other girls round that corner with matted hair; I don't believe it (the article A) refers to the "Metropolitan Hotel"; I have paid 3d. for a bottle of ginger-beer in the Café there; I said, by the allusion to the girl with the matted hair, it was the only part that might refer to the "Metropolitan Hotel."

Sworn at Sydney, 28 February, 1878,—

JOHN J. HORAN.

ALFRED G. NEALE, J.P.
EDW. RIDGE, J.P.
G. R. MACLEAN, J.P.

Wilford Bulkley, on oath, states:—I am an advertising agent; I know both the defendants; I have read exhibit A before now; I know the corners of King and Castlereagh Streets; I don't know Mr. Hutchinson; I know his house; I believe it to be one of the best conducted houses in town; my impression is that exhibit A refers to another house—certainly not to Mr. Hutchinson's; he has green venetian blinds on his windows; the word "Café" is written on brown wire gauze blinds; I have not seen the word "Café" written on green blinds in the "Metropolitan Hotel"; I have paid 3d. and 6d. at the bar for drinks; I have paid 6d. at the "Commercial Hotel," at Sharpe's, upstairs, and at Neilly's and the Café adjoining Neilly's; these, with the "Metropolitan" form the four corners of King and Castlereagh Streets; my impression is that the article A is meant for another house than complainant's, from the way the house is conducted, and from the article A itself.

By Mr. Gannon:—I have read two or three of the *Pilgrim* pamphlets; I have never read exhibit D; I now read that article marked D; I know of a house at the corner of King-street that article A would refer to; I look at exhibit C; one part of article C could not refer to the "Metropolitan," because any person could not get in there after 12 o'clock midnight; I don't know that there is a black servant at the "Metropolitan Hotel"; Mr. Hutchinson is not "nearly black"; Maas' Café has green blinds with the word "Café" written; the word is written on the window itself; Maas' Café is in Castlereagh-street; the pamphlet does not contain any advertisement of mine; I have no connection with the *Pilgrim* pamphlet whatever; I have been into two "Nellie's Bowers"; the Nelly I refer to is not Miss Duff; I read the first issue of the *Pilgrim* and the last two or three issues; I have noticed that Maas' Café is written of in the pamphlet; I believe Maas' Café and "Nellie's Bower" are the same; I have read the article now shown me referring to "Maas' Café"; I don't see any distinction between "Maas' Café" and "Nellie's Bower" in that paragraph; I have heard Maas' Café called "Nellie's Bower"; I decline to say where the second one I spoke of is; I have heard that place called "Nellie's Bower" forty times; it is not the "Metropolitan Hotel."

By Mr. Carroll:—The pamphlet containing exhibit A is called "Another Pilgrim"; it is headed so; it is not called "The Pilgrim"; I look at exhibit D; it is marked "The Pilgrim"; it is printed for the proprietor, at the Caxton Office, 156, Pitt-street; the pamphlet containing exhibit A is headed "Another Pilgrim"; it purports to be printed by H. Bethel & Co., 10 King-street.

Sworn at Sydney, 28th February, 1878,—

WILFORD BULKLEY.

ALFRED G. NEALE, J.P.
EDWD. RIDGE, J.P.
G. R. MACLEAN, J.P.

Committed for trial at the next Court of Gaol Delivery, at the request of defendants' attorney.

Bail allowed to each defendant, self in £40, with two sureties for each defendant in £20 each, or one in £40.

Sydney, 28th February, 1878,—

ALFRED G. NEALE, J.P.
EDWD. RIDGE, J.P.
G. R. MACLEAN, J.P.

From the majority I dissent,—

New South Wales, }
to wit. }

Recognizance of Bail.

BE it remembered, that on the twenty-eighth day of February, in the year of our Lord one thousand eight hundred and seventy-eight, Harry Kellier, of "Schroder's Hotel," King-street, in the Colony of New South Wales, John Joseph Horan, of York-street, Sydney, in the said Colony, personally came before me, the undersigned, one of Her Majesty's Justices of the Peace for the said Colony, and severally acknowledged themselves to owe to our Sovereign Lady the Queen the several sums following (that is to say): the said Harry Kellier the sum of forty pounds, and the said John Joseph Horan the sum of forty pounds each, of good and lawful money of Great Britain, to be made and levied of their several goods and chattels, lands and tenements respectively, to the use of our said Lady the Queen, Her Heirs and Successors, if he the said Harry Kellier shall fail in the condition indorsed.

Taken and acknowledged, the day and year first }
above mentioned, at the Police Office, in the }
said Colony, before me,—

HARRY KELLIER.
JOHN J. HORAN.

WM. CRANE, J.P.

Condition in ordinary cases.

The condition of the within-written recognizance is such, that whereas the said Harry Kellier was, on the twenty-eighth day of February instant, charged before Alfred Neale and Edward Ridge, Esquires, two of Her Majesty's Justices of the Peace for the said Colony, with "libel"; if therefore the said Harry Kellier

Kellier will appear at the next Court of Gaol Delivery, to be holden at Darlinghurst in and for the Colony of New South Wales, on Monday, the thirtieth day of May next, at nine of the clock in the forenoon, and then and there surrender himself into the custody of the Keeper of the Gaol there, and plead to such information as may be filed against him for or in respect of the charge aforesaid, and take his trial upon the same, and not depart the said Court without leave,—then the said recognizance to be void, or else to stand in full force and virtue.

WM. CRANE, J.P.

New South Wales, }
to wit.

Recognizance of Bail.

BE it remembered, that on the twenty-eighth day of February, in the year of our Lord one thousand eight hundred and seventy-eight, Philip Lynn, of King-street, in the city of Sydney, in the Colony of New South Wales, writer, and John Joseph Horan, of No. 82, York-street, in the said city and Colony, tailor, personally came before me, the undersigned, one of Her Majesty's Justices of the Peace for the said Colony, and severally acknowledged themselves to owe to our Sovereign Lady the Queen the several sums following (that is to say): the said Philip Lynn, the sum of £40; and the said John Joseph Horan the sum of £40 each, of good and lawful money of Great Britain, to be made and levied of their several goods and chattels, land and tenements respectively, to the use of our said Lady the Queen, Her Heirs and Successors, if the said Philip Lynn shall fail in the condition indorsed.

Taken and acknowledged, the day and year first }
above mentined, at the Police Office, in the }
said Colony, before me,—

PHILIP LYNN.
JOHN J. HORAN.

WM. CRANE, J.P.

Condition in ordinary cases.

The condition of the within-written recognizance is such, that whereas the said Philip Lynn was, the 28th day of February instant, charged before Alfred G. Neale and Edward Ridge, Esquires, two of Her Majesty's Justices of the Peace for the said Colony, with "libel"; if therefore the said Philip Lynn will appear at the next Court of Gaol Delivery, to be holden at Darlinghurst, in and for the Colony of New South Wales, on Monday, the 13th day of May next, at 9 of the clock in the forenoon, and then and there surrender himself into the custody of the Keeper of the Gaol there, and plead to such information as may be filed against him for or in respect of the charge aforesaid, and take his trial upon the same, and not depart the said Court without leave,—then the said recognizance to be void, or else to stand in full force and virtue.

WM. CRANE, J.P.

New South Wales, }
to wit.

Recognizance to give evidence.

BE it remembered, that on the second day of March, in the year of our Lord one thousand eight hundred and seventy-eight, Francis Hutchinson, of King-street, Sydney, publican, Mary Louisa Hutchinson, of Sydney, in the Colony of New South Wales, wife of Francis Hutchinson, Robert William Robberds, of Sydney, in the said Colony, attorney, and Bridget Hayes, of Sydney, in the said Colony, barmaid, personally came before the undersigned, one of Her Majesty's Justices of the Peace for the Colony of New South Wales, and acknowledged themselves to owe our Sovereign Lady the Queen the sum of £40 each, of good and lawful money of Great Britain, to be made and levied on their goods and chattels, lands and tenements, to the use of our said Lady the Queen, Her Heirs and Successors, if they the said before-mentioned persons shall fail in the condition indorsed.

Taken and acknowledged, the day and year first }
above mentioned, at Sydney, in the said Colony, }
before me,—

FRANK HUTCHINSON.
MARY LOUISA HUTCHINSON.
R. W. ROBBERDS.
BRIDGET HAYES.

WM. CRANE, J.P.

The condition of the within-written recognizance is such, that whereas Harry Kellier and Philip Lynn were this day charged before Alfred G. Neale, Edward Ridge, and G. R. Maclean, Esquires, three of Her Majesty's Justices of the Peace for the said Colony, with "libel"; if, therefore, they the before-mentioned persons shall appear at the next Court of Gaol Delivery, to be holden at Darlinghurst, in and for the Colony of New South Wales, on the 13th day of May next, at nine of the clock in the forenoon, and then and there give such evidence as they know, upon an information to be then and there preferred against the said Harry Kellier and Philip Lynn for the offence aforesaid, to the jurors who shall pass upon the trial of the said Harry Kellier and Philip Lynn,—then the said recognizance to be void, or else to stand in full force and virtue.

WM. CRANE, J.P.

New South Wales, }
to wit.

Recognizance to give evidence.

BE it remembered, that on the second day of March, in the year of our Lord one thousand eight hundred and seventy-eight, Edward McDonnell, of Castlereagh-street, in the Colony of New South Wales, personally came before the undersigned, one of Her Majesty's Justices of the Peace for the Colony of New South Wales, and acknowledged himself to owe our Sovereign Lady the Queen the sum of £40 of good and lawful money of Great Britain, to be made and levied on his goods and chattels, lands and tenements, to the use of our said Lady the Queen, Her Heirs and Successors, if he, the said before-mentioned person, shall fail in the condition indorsed.

Taken and acknowledged, the day and year first }
above mentioned, at Sydney, in the said }
Colony, before me,—

EDWARD McDONNELL.

ALFRED G. NEALE, J.P.

The

The condition of the within-written recognizance is such, that whereas Harry Kellier and Philip Lynn were this day charged before Alfred G. Neale, Edward Ridge, and G. R. Maclean, Esquires, three of Her Majesty's Justices of the Peace for the said Colony, with "libel"; if therefore he, the before-mentioned person, shall appear at the next Court of Gaol Delivery to be holden at Darlinghurst, in and for the Colony of New South Wales, on the 13th day of May next, at 9 of the clock in the forenoon, and then and there give such evidence as he knows upon an information to be then and there preferred against the said Harry Kellier and Philip Lynn for the offence aforesaid, to the Jurors who shall pass upon the trial of the said Harry Kellier and Phillip Lynn,—then the said recognizance to be void, or else to stand in full force and virtue.

ALFRED G. NEALE, J.P.

I decline to prosecute in this case.—W. J. FOSTER, Attorney General, 12th March, 1878.

The Secretary to the Attorney General to The Police Magistrate, Central Police Court.

Sir,

Attorney General's Office, Sydney, 13 March, 1878.

Depositions,
No. 59.

Regina v. Henry
Kellier and
Phillip Lynn,
(on bail). Libel.

Referring to the proceedings against the individuals named in the margin,—I am directed to inform you that the Attorney General has declined to prosecute in this case; and I am therefore to request that you will have the goodness to cause the attendance of the witnesses, and of the accused, if on bail, to be countermanded.

I have, &c.,

ALEXR. GREVILLE,

Secretary to the Attorney General.

Sydney : Thomas Richards, Government Printer.—1878.

[6d.]

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

ADMINISTRATION OF JUSTICE, MORUYA.

(COMPLAINTS AGAINST POLICE MAGISTRATE, W. S. CASWELL, ESQ.)

Ordered by the Legislative Assembly to be printed, 15 March, 1878.

RETURN to an *Address* adopted by the Honorable the Legislative Assembly of New South Wales, on 29th January, 1878, praying that His Excellency will be pleased to cause to be laid upon the Table of this House,—

“Copies of all charges made by the Inhabitants of the Police District of Moruya (Broulee) against William Stewart Caswell, Esq., Police Magistrate, about the year 1870, together with a copy of the Report of Mr. District Court Judge MacFarland, he having been appointed by the then Government to investigate the then charges, together with the decision arrived at by the Executive Council thereon.”

(Mr. Eckford.)

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ADMINISTRATION OF JUSTICE, MORUYA.

No. 1.

The Rev. J. J. Garvey to The Colonial Secretary.

Sir,

Moruya, 11 May, 1870.

I have the honor to inform you that at a public meeting held last week in the Moruya Court House, for the purpose of devising means to assist the distressed by the floods, I was grievously offended or rather insulted by Mr. Caswell, P.M., who presided. He attacked in a most unwarranted manner, not only me, who am an utter stranger to him, but the *class* to which I belong, and especially my predecessor, and also my co-religionists. I reduce the offence to the following heads:—

1st. His charge was unfounded and unprovoked by anything I said.

2nd. He was called to preside *because* he was Police Magistrate, and in the capacity of chairman he was not supposed to have, as it were, any opinion of his own; his duty was to *reflect* the views and opinions of the meeting. But the chairman before he put to the meeting the resolution which I had the honor of proposing, thought well to take exception to my remarks. Nor did he end here: he entered into a tirade of abuse against the body, of which I am a member, and especially against my predecessor; he impugned also the conduct of my co-religionists, which he characterized as *persecuting*, and publicly and deliberately avowed "that he was persecuted by them for the past seventeen years."

3rd. I have made inquiries into the truth of this bold statement, and the result of all I have heard is, that it cannot be substantiated by facts.

4th. The presiding Police Magistrate after having brought the meeting into disorder and confusion refused to apologize at the kind mediation of the Revd. Mr. Fitzgerald, who gave it as his opinion "that Mr. Caswell, whom he had known so long, so intimately, and so well, would not have made use of such offensive language, if he had properly reflected before he spoke, and urged upon the chairman the *necessity* and *propriety* of making an apology." This the Police Magistrate declined to do, and repeated his first remarks in still more offensive terms.

5. Such an unprovoked attack upon a clergyman, and a large section of the community (the Roman Catholics forming nearly half the entire population of the district of Broulee) is calculated to bring the administration of justice into contempt, inasmuch as the Roman Catholics, after these expressions of religious bigotry, have lost all faith in Mr. Caswell's impartiality. I felt much aggrieved and indeed surprised that a Police Magistrate, who at a public meeting should set an example of courtesy, propriety, and order, would be the first to sow discord, and belch forth the sulphuric flames of religious rancor and animosity; and I can safely say that, after the wicked passions he has stirred up, so long as he remains in the district he will be powerless to establish that peace and order of which by law he is the recognized guardian. With the utmost confidence I leave the matter in your hands, fully assured that you will deal with the matter in a proper manner.

I have, &c.,

J. J. GARVEY, C.C.

Refer to Mr. Caswell for his observations.—C.C., 21 May. Referred for observations of Mr. Caswell.—H.H., 21 May, 1870 B.C., Immediate.

No. 2.

The Police Magistrate, Moruya, to The Colonial Secretary.

Sir,

Court House, Moruya, 27 May, 1870.

I do myself the honor to acknowledge the receipt of an enclosure, the complaint of the Revd. J. J. Garvey, to which I will give a reply as soon as possible. The nature of the charges and coming from a clergyman require that I should give them the fullest refutation, which I am happy to say I can do. Since my return from Sydney I have been engaged disposing of an accumulation of arrears of business, and the whole of next week I shall probably be engaged in visiting Nerrigundah and Nelligen, including a ride of 120 miles.

I have, &c.,

W. STEWART CASWELL, P.M.

Seen. Await report. 1 June.

No. 3.

The Police Magistrate, Moruya, to The Colonial Secretary.

Sir,

Court House, Moruya, 29 May, 1870.

I do myself the honor to acknowledge the receipt from your office of a letter written by the Rev. J. J. Garvey, complaining of my conduct as chairman of a public meeting on the 4th May, in which he states:—1. That I was called to the chair because I was Police Magistrate. 2. That I insulted him without provocation. 3. That I entered into a tirade of abuse against the body to which he belonged, and his co-religionists in general.

In reply, I beg to state that the whole of these statements are utterly untrue, proof of which I submit by the enclosures herewith, one from the clergyman quoted against me by Mr. Garvey, another from the editor and reporter of the *Moruya Telegraph* newspaper; and a third from a few respectable persons who were also at the meeting. Although I drew up the programme I did not convene the meeting, and my presence was accidental and unexpected. I was called to the chair as a private individual, yet I do not wish to screen myself in the least under such a plea. I never mentioned the Roman Catholics either individually or collectively; neither did I refer to the body to which Mr. Garvey belonged, nor to his co-religionists, in any way whatever. After tolerating for some time the supercilious and overbearing conduct

conduct of Mr. Garvey, who sneered at the proceedings—said the meeting was informal—proposed a resolution, yet spoke against it—poo-hooed the alteration I made to meet his own suggestion, and started the most trivial objections,—I expressed my surprise at the course he was pursuing, and charged him with sneering at us, and being intentionally offensive. He then retorted in what I may truly term abusive language, to which I did not reply. The unpleasantness appeared to have ended, but the Rev. Patrick Fitzgerald made some remarks for the purpose of mediating. Expecting Mr. Garvey would respond and disclaim any intentional offence I remained silent with the intention of apologizing for any bitterness in my own remarks, but irritated that he did not do so I repeated that I must be right in my conjectures. He repeated his tirade of abuse, and I then (and only then) uttered the words “the persons who have filled your office—your predecessors—have persecuted me for the last seventeen years.” After this he became so insulting that I vacated the chair, but by unanimous request returned and concluded the business. Mr. Garvey was a stranger, and as I treated him in the first instance with marked courtesy his conduct is therefore inexplicable. I suggested to the promoters of the meeting to ask him to move the resolution. I could have no motive for offering him any insult and I am at a loss to conceive what motive can be assigned that I should insult the Roman Catholics of the district amongst whom are many of my best friends. The bigotry I am accused of has not prevented my sending one of my children to their school for the last two years. I do not understand what is meant by belch forth sulphuric flames of rancour and animosity, as no reference was made by any one to religious matters, and I defy the reverend gentleman to set forth any insulting expression of mine. The language he used could only have been prompted by a frantic imagination, and shows how little he remembered of the affair. As I feel I have sufficiently disproved the unwarranted complaint, I may, in conclusion, state that I so far possess the confidence of the public, that for the last fourteen years there have been very few meetings indeed at which I have not been chairman, none of which have been attended with unpleasantness, and not at these alone, but at all gatherings and amusements I have been equally honored.

I have, &c.,

W. STEWART CASWELL,
Police Magistrate.

[Enclosures.]

We, the undersigned, who were present on the 4th May last at the Floods Relief Meeting, held in the Court House, Moruya beg to state that Mr. W. S. Caswell, the chairman, did not make use of such words as “body class nor party” in his altercation with the Rev. J. J. Garvey, and we further state that Mr. Caswell did not in any way make use of any offensive epithets towards the Roman Catholic laity.

We also certify that Mr. Caswell has always shown the Roman Catholics equal courtesy with any other denominations, and we consider that he did so on this occasion, and that the altercation was purely a personal one with the Rev. J. J. Garvey.

Patrick Fitzgerald, Minister.	Chas. Croyy.
Gustaf Neilson.	James Stephens.
Henry Coston.	William Taylor.
Joseph Hibel.	H. W. Barton.

Statement on behalf of Mr. Caswell denying such words as “party class or body.”

The Rev. P. Fitzgerald to W. S. Caswell, Esq., P.M.

My dear Sir,

The Manse, Moruya, 3 June, 1870.

In reply to your note of the 1st instant, I beg to state,—1st. That it is not a fact I called upon you to apologize for any expressions made use of by you at the public meeting held at the Court House, Moruya, on a late occasion. My object in interfering was simply to express my regret that the unanimity of the meeting had been disturbed, and further that both gentlemen should give the meeting an assurance that now, and in future, they would work harmoniously together for the good of the district.

2nd. You did not charge the co-religionists of the Rev. J. J. Garvey with *persistent* persecution of yourself.

3rd. It was not until after some provocation from the rev. gentleman, just referred to, that you stated your conviction that his predecessors had persecuted you for a long series of years.

Believe, &c.,

PATRICK FITZGERALD.

Mr. T. C. Lodge to W. S. Caswell, Esq., P.M.

Sir,

Telegraph Office, Moruya, 2 June, 1870.

Your letter containing questions relative to the unpleasantness which arose between you and the Rev. Mr. Garvey at the public meeting on the 4th May is now before me. Upon reference to my notes I am enabled with the greatest confidence to reply to your queries as follows:—

The language you used to Mr. Garvey was not insulting, merely sarcastic replies to remarks made by him.

The reference by you to the rev. gentleman's predecessors was made after some angry observations of his, and after he superciliously, or rather contemptuously, rejected a resolution you had drawn up for him, and which appeared to me to contain exactly the sentiments he had expressed in his previous speech.

The Rev. Mr. Fitzgerald did not suggest an apology; he suggested the desirability of a mutual explanation.

You did not refer to the Roman Catholics as a body, nor to the priesthood generally. Nothing in your manner led me to believe you had any other intention than to act courteously towards Mr. Garvey. You explained the object of certain resolutions which he said were informal and “wholly irregular,” a proceeding of yours which I thought not compatible with the position you were then occupying. You did it however as if to satisfy that gentleman and make him conversant with the sentiments of the committee who had prepared the resolutions; I may observe also, that it was at your request Mr. Garvey was provided with a seat on the Bench.

When Mr. Garvey entered the room it struck me something had annoyed him. His manner afterwards confirmed me in my belief. Your annoyance at his conduct was shared in by even members of his own denomination: one having told me yesterday evening that he felt “excessively annoyed” at the remarks of Mr. Garvey, to which you had replied in the language complained of.

In conclusion I would remark that I have overheard other members of his denomination deny, in my office, that they were alluded to as a body.

Yours, &c.,

T. CAMPION LODGE,
Editor, Proprietor, and Reporter of the “Moruya Telegraph.”

Moruya, 2 June, 1870.

We, the undersigned residents of Moruya, hereby certify, that we were present at the public meeting on the 4th ultimo, and that Mr. Caswell, the chairman of that meeting, did not make any reference whatever to the Roman Catholics as a body, or their priesthood in general.

Robert Anderson.
Joseph Hibel.
Gustaf Nelson.

John Ross.
H. W. Barton.

Minute

Minute of The Colonial Secretary.

It appears that Mr. Caswell herein sufficiently explains or disproves the statements of the Rev. Mr. Garvey, and that gentleman may be informed that, while the Colonial Secretary regrets the unpleasantness which arose on the occasion referred to, he does, after inquiry, find that the conduct of the Police Magistrate, in any way, calls for reprobation at his hands.—10 June, /70.

Rev. Mr. Garvey, 14 June, 1870.

No. 4.

The Principal Under Secretary to The Rev. J. J. Garvey.

Reverend Sir,

Colonial Secretary's Office, 14 June, 1870.

I am directed by the Colonial Secretary to acknowledge the receipt of your letter of 11th ultimo, and to forward to you a copy of the report of the Police Magistrate of Moruya on the complaint which you made of the conduct of that gentleman, accompanied by the documents in support of such report.

2. Under this report Mr. Cowper does not consider the further intervention of the Government called for.

I have, &c.,

HENRY HALLORAN.

No. 5.

The Rev. J. J. Garvey to The Colonial Secretary.

Sir,

Moruya, 4 July, 1870.

I have the honor to inform you that I am in receipt of a letter from the Principal Under Secretary, dated the 14th instant (No. 70/4,628), forwarding me a copy of the report of the Police Magistrate of Moruya on the complaint which I preferred against that gentleman, together with a copy of a letter from Mr. J. C. Lodge (editor, proprietor, and reporter of the *Moruya Telegraph*)—copy of a letter from the Rev. Mr. Fitzgerald—and a document signed by five other persons, all addressed to the Police Magistrate, purporting to be in support of his assertion "that the whole of my statements are utterly untrue," and informing me that you do not consider the further intervention of the Government called for.

As Mr. Caswell has thought fit, not only to designate my statements as *utterly untrue*, but to add "I defy the reverend gentleman to set forth any insulting expression of mine", I am compelled in vindication of my character as a clergyman and a gentleman to substantiate my charge against him.

I shall pass over the question whether he presided at the meeting in his character of Police Magistrate or as a private individual, that being entirely a matter of opinion. I thought, and still think, that it was because he was Police Magistrate he was called to the chair to preside over the meeting referred to in my letter, but whether it was so or not, I assert that, being Police Magistrate, and as such bound to exhibit an example of propriety and good conduct, his insulting behaviour towards me was the more indecorous and inexcusable.

In order to make the matter clear to you, I must briefly recapitulate the whole proceedings: I attended a public meeting held in the Court House, Moruya, on 4th May last, having for its object the devising means to assist our unfortunate fellow colonists who suffered so deplorably by the recent disastrous floods; I was called upon to move a resolution; before doing so I pointed out what I considered to be an error in the wording of it; my suggested amendment was, as it appeared to me and others, reluctantly assented to by the chairman. In moving my resolution I advocated the propriety of procuring local subscriptions, and said that, believing such a course would be followed, I had come prepared to give my contribution.

Mr. Caswell, instead of simply putting the resolution, addressed the meeting, and, referring to me personally and in an offensive manner, asserted that I had come to sneer at the whole proceedings, objected to my suggestion about a local subscription—said that few in the district could afford to subscribe—that he could not—that the Protestant ministers were half starved—that the minister of the Church of England could ill afford to contribute, but would do so, *but would not let his left hand know what his right hand did*, and that it *appeared to him that I wanted to make a parade of my charity*. I indignantly repudiated his offensive remarks, and told him that his language was intentionally insulting. The Rev. Mr. Fitzgerald interposed, deprecated the proceedings, and intimated, in language which conveyed to my mind and that of other gentlemen present, the propriety of Mr. Caswell apologizing for his conduct towards me. That Mr. Caswell understood it in this sense is clear, inasmuch as he replied *that he had nothing to apologize for*; and lest it may be thought that I am merely giving my own view of the matter I beg to refer you especially to the accompanying letter (marked A) to me from the Rev. J. W. Dowson, Wesleyan clergyman, in proof of my statement. But what does Mr. Caswell himself say as to this—I quote from his letter to you. "The Rev. Patrick Fitzgerald made some remarks for the purpose of mediating. Expecting Mr. Garvey would respond and disclaim any intentional offence, I remained silent, *with the intention of apologizing for any bitterness in my own remarks*, and irritated that he did not do so I *repeated* that I must be right in my conjectures, *i.e.*, that I had sneered at the whole proceedings, and wanted to make a parade of my charity before other reverend gentlemen who could not afford to contribute. I then uttered the words 'the persons who have filled your office, your predecessors, have persecuted me for the last seventeen years.'" And here I desire to express my regret that the Rev. Patrick Fitzgerald, when writing his letter to Mr. Caswell, did not see the necessity for stating *all* that took place, instead of leaving it to be inferred that I was the aggressor, and that Mr. Caswell's remarks in reference to his being persecuted were drawn from him by reason of my provocative language. The quotation, however, given above from Mr. Caswell's letter, relieves me from the necessity of proving that his conduct was such as I have described. I leave it to Mr. Caswell to reconcile his statements "that my statement is utterly untrue, and that he defies me to set forth any insulting expression of his" with his admission "that he

was

was prepared to apologize for any bitterness in his remarks towards me," and here again I must respectfully invite your attention particularly to the letter of the Rev. Mr. Dowson, who distinctly states that after the attempt at mediation by the Rev. Mr. Fitzgerald that Mr. Caswell said he had no apology to offer." Mr. Caswell says that after he had used the expression about being persecuted my language became so insulting that he vacated the chair, *but by unanimous request returned and concluded the business.*

Although this circumstance has no bearing in point of fact upon the charge I have made against Mr. Caswell, yet as he thought proper to give his version of the transaction I feel called upon to meet it, but in doing so I shall not adopt the language used by Mr. Caswell towards myself, and say it is "utterly untrue." But I refer you to the written accounts of the transaction in the letters sent herewith, which show what really was the fact: That Mr. Caswell, in a rude manner, hastily vacated the chair, and had about reached the door when a gentleman present proposed another person to fill the vacant seat. (This gentleman, Mr. Wm. Burns, is a respectable storekeeper; he has been on friendly terms with Mr. Caswell. His statement will be found in the letter marked B.) Whereupon Mr. Caswell returned and *without being invited* took the chair.

To come now to the most serious charge against Mr. Caswell, one which if established must, I respectfully submit, stamp him as a man utterly unfit for the exercise of the high and important duties devolving on a Police Magistrate in an out-of-the-way locality. I assert broadly and distinctly, that Mr. Caswell said to me at a public meeting, in the presence of between one hundred and one hundred and fifty persons, "That he had been persecuted by my predecessors and their party for the last seventeen years." In confirmation of this, I refer you to the Revd. Mr. Dowson's letter, wherein he states, "Mr. Caswell stated that he had been subjected to persecution by Mr. Garvey's predecessors and their party, or, as some say, class, for the last seventeen years." And as evidence that I am not alone in my opinion that the language was a direct insult to myself and my co-religionists, I quote again from Mr. Dowson's letter as follows:—"Certainly the impression conveyed to my mind, and which is fixed there now is, that he therein made a sweeping charge against the whole Roman Catholic body in this district."

Mr. Robert Burns, a Protestant gentleman, in his letter to me (which I forward, marked C), states Mr. Caswell said, "that he had been persecuted by my predecessors and their party for the last seventeen years." Mr. Wm. Burns, a brother of the above gentleman, confirms my statement. Mr. T. Gannon, J.P., confirms, as also do the other persons, whose letters to me are herewith sent (Messrs. Andrew Carden and Michael Morris). I also enclose a document signed by eleven persons, who were present at the meeting, in confirmation of my statement. With respect to the negative testimony of the five persons who signed the document sent to you by Mr. Caswell, I enclose two documents, one signed by two persons who certify to having heard Gustaff Nilson, one of the five before mentioned say, that he was not present at the meeting after Mr. Fitzgerald mediated; the other document, signed by one person, who said he was speaking to Nilson in the street whilst the meeting which he had just left was in progress; Nilson, therefore, did not hear all that took place.

As regards the letter of Mr. Lodge, forwarded to you by Mr. Caswell, I do not consider him an impartial witness. He does not give the language used, but says that Mr. Caswell did not say things which I do not accuse him of saying. For instance, I do not say that he referred to the *Roman Catholics as a body*, nor do I say that he referred to the *priesthood generally*. With what Mr. Lodge heard people say I have no more to do than with his admitted weakness for listening to the conversation of others; but as an evidence that he is biased in his views, I enclose a copy of his newspaper, where, in reporting his own speech and referring to interruptions, as he asserts, from a Mr. Burns, he says "That gentleman (?)." This certainly is not the act of a man who desires to give an impartial report of public proceedings.

I now leave the matter in your hands. It is for you to say whether you do or do not believe the testimony I have brought forward in support of my charge against Mr. Caswell. It is also for you to say whether the language imputed to Mr. Caswell is or is not insulting to the Catholics of the district; but whatever your decision may be I have no hesitation in repeating, as my decided conviction, that so far as the Roman Catholics as a body are concerned they have lost confidence in Mr. Caswell's character for impartiality. Whatever the result of your decision may be it cannot affect me personally. I have no feeling of resentment to gratify, but I have a character to maintain; and solely with the view of maintaining my character I have been prompted to take the present course.

I have, &c.,
J. J. GARVEY.

[Enclosures to No. 5.]

The Rev. J. W. Dowson to The Rev. J. J. Garvey.

Rev. and dear Sir,

Wesleyan Parsonage, Moruya, 30 June, 1870.

In compliance with your request I have read copy of Mr. Caswell's letter, in reply to yours, to the *Colonial Secretary*, and must say that I am surprised that any gentleman could have so far forgotten himself as to make such gross misrepresentations as that document contains.

The leading events of the public meeting referred to, held on 4th May, and the impressions I then received, will not soon be erased from my memory.

I cannot state positively whether or not Mr. Caswell was called to the chair *because he was Police Magistrate*, nor do I see how that question can materially affect his case; he *was* Police Magistrate while occupying the chair, and as such he ought to have maintained the bearing and language of a gentleman.

With regard to your conduct, of which he complains, I must say that though the verbal alteration in the resolution as suggested by you was undoubtedly an improvement, yet knowing something of the man you had to deal with I thought at the time it would have been quite as well to let it alone; I did not however think for a moment that you intended to *sneer* at the whole proceedings, or that there was anything in your conduct which ought to have given offence to anyone; the meeting was a public meeting and surely you were right in expressing your opinion.

It seems to me passing strange that Mr. Caswell is so lacking in susceptibility, so defective in memory, or so regardless of truth as to write "I defy the revd. gentleman to set forth any insulting expression of mine." Now I distinctly remember that when referring to your suggestion to open a subscription list forthwith, he stated that no one, or very few in the district excepting yourself, would be able to subscribe to any considerable amount, and that it appeared to him you were anxious to make a parade of your generosity; and if that was not an insulting expression I do not understand the value and force of words. You will remember that at this stage of the meeting you got very warm, and charged Mr. Caswell with intentionally insulting you; but I noticed no unwarrantably strong language employed by you, nor do I think there was more warmth either in your manner or language, than any gentleman would have manifested under similar provocation.

Then followed the attempt at mediation; after which Mr. Caswell stated that he had no apology to offer, and made some other observations which drew mere expressions of warm resentment from you; when Mr. Caswell stated that he had been "subjected

"subjected to persecution by Mr. Garvey's predecessors and their party or, as some say, class, for the last 17 years." My own opinion is that he used the word *party*, and certainly the impression conveyed to my mind, and which is fixed there now, is, that he therein made a sweeping charge against the whole Roman Catholic body in this district. With regard to his (Mr. C's.) unanimous recall to the chair that seems to me altogether untrue; however this much I know, that when in a most unseemly manner he left the chair and rushed to the door, a gentleman immediately proposed another chairman, on hearing which Mr. Caswell, without any formal invitation at all, returned to the chair and proceeded with the business of the meeting. The foregoing is to the best of my belief a correct summary of the whole affair. Hoping that in this also truth and righteousness will triumph,—

I remain, &c.,

JAMES W. DOWSON.

Mr. W. Burns to The Rev. J. J. Garvey.

Rev. Sir,

Queen's-street, Moruya, 4 July, 1870.

I was present at the relief meeting held in the Court House on the 4th of May; I have a distinct recollection of that day's proceedings; I was made aware of the fact that you complained to the Colonial Secretary of Mr. Caswell's conduct towards you on that occasion, as he had informed me, and asked me to contradict your statements in writing. I replied "that if your account of the meeting was true I must endorse it, but that on the other hand if you had misrepresented him, I would certify to that effect." He never called upon me again.

I have carefully read Mr. Caswell's reply to the Colonial Secretary in answer to your complaint. I have no hesitation in saying that that document not only contains many direct mis-statements but gives a false colouring to the whole proceedings; but it also contains sufficient truth to make the mis-statements the more dangerous. It is true that Mr. Caswell never used the words "co-religionists," "Roman Catholics," or "Roman Catholics as a class," but it is equally true that he used language that could not refer to any other body of people; as, for instance, when he stated that he had been persecuted by your predecessors and their people for seventeen years. Now in the name of common sense, who are the party, class, or people of a Roman Catholic Priest, if it be not the Roman Catholics?

I cannot conceive how Mr. Caswell could arrive at the conclusion that you came to the meeting to sneer at the proceedings. I remember that he adopted the slight verbal correction suggested by you, cheerfully remarking that he had been assisted in drawing the programme by two Irishmen, and that amongst them they had made a "bull." The proceedings went on smoothly until the chairman before putting your resolution made a speech in which he criticised your suggestion to establish a local subscription list in a most insulting manner, charging you with making an ostentatious display of your charity. The impression left upon my mind was, that the Rev. Mr. Fitzgerald in his speech of mediation expected that Mr. Caswell would apologize to you. I was very much surprised indeed when he (Mr. Caswell) said "No, I have no apology to offer;" I then thought and still think that he insulted you without provocation. Mr. Caswell's statement that after vacating the chair he was unanimously recalled by the meeting, is not true, after he had declined to apologize, and Mr. Gannon had stated that he was in a position to contradict Mr. Caswell's statements regarding your predecessors, adding, that after what had transpired he could not act in concert with Mr. Caswell on the proposed committee. The chairman then got up in a state of intense excitement, took up his hat and frantically bounded out of the house. I then rose and proposed that the Rev. Mr. Fitzgerald should take the chair; you will remember that in doing so I was loudly applauded. While I was speaking, Mr. Caswell came back, and not wishing to offer him any indignity in his own office I said that if he would proceed with the business I would not press my motion; he was then permitted to do so but certainly not *requested* by a single person present.

I am of opinion that the disturbance of the meeting was altogether owing to the unaccountable conduct of the chairman, Mr. Caswell.

I have, &c.,

WILLIAM BURNS.

Mr. R. Burns to The Rev. J. J. Garvey.

Rev. Sir,

Ninderra, 30 June, 1870.

In reply to yours, I beg to say that I was present at the public meeting held in the Moruya Court House on the 4th May last; I recollect calling on you a short time before the meeting commenced, requesting your attendance, and asking you to move a resolution at that meeting. I am aware that W. S. Caswell, Esq., P.M., occupied the chair on that occasion, as I had asked him to do so on the previous afternoon, when he replied that he would if he were not obliged to leave for Sydney before the time of meeting; at the same time he suggested the name of another gentleman to take the chair in the event of his absence. I remember that on speaking to the resolution with which you were entrusted you remarked that it was informal and irregular to appoint a sub-committee before a general committee was named, and the chairman admitted that you were right; and suggested that the word *sub.* should be struck out; at the same time saying that he was not ashamed to admit that he had helped to prepare the resolution, jocularly remarking that, as there were two Irishmen (which by-the-by, was not correct) and one Englishman they had made a bull. I also remember that in the course of your speech you stated that the resolution was a good one, only that in your opinion it did not go far enough, and suggested that a local subscription list should then be opened, remarking so sure were you that the meeting would take a practical turn that you came prepared to contribute. You will perhaps remember that before putting that resolution to the meeting the chairman made a speech, in which he ridiculed the idea of a subscription list as proposed by you, saying that there were very few in the meeting, or in the district, who could contribute anything; he could not, as he had a family of twelve or thirteen to support. The Protestant ministers were half-starved; he could speak confidently of the minister of his own church—the Rev. Mr. Puddicombe—he knew that he did not get half of what was promised to him, but notwithstanding that he was sure that gentleman would contribute, but in doing so he would not let his right hand know what his left hand did. He (the Chairman) went on to say, that he knew of no one able to give except yourself, and that in his opinion your object was to make a *parade* of your charity. To this you replied that you did not come to the meeting to be insulted by the Police Magistrate, and that you strongly deprecated such conduct, at the same time remarking that it was unfair to Mr. Puddicombe to drag his name before the meeting in his absence, and still more so as he was quite unknown to you. Two or three gentlemen then spoke by way of mediation, one of them being the Rev. P. Fitzgerald, who said that he had been long and intimately acquainted with Mr. Caswell, and that he was quite sure that if he (Mr. Caswell) had sufficiently reflected he would not have spoken as he did, and urged that there should be a pledge given that the matter would be no more thought of. I then fully expected that the chairman would have apologized, but to my surprise and regret he got up and said he had no apology to make, but that he would repeat what he had said before—that you came to the meeting to sneer at us, and that you *did* want to make a parade of your charity; and further, that he would now say what he had never said in public before, that he had been persecuted by your predecessors and *their party* for the past seventeen years. T. Gannon, Esq., J.P., then said that Mr. Caswell had stated what was not true, and that he was in a position to prove to the contrary. Thereupon Mr. Caswell became very much excited, rose from the chair, and ran out of the Court House. Immediately another chairman was proposed. Mr. Caswell, however, came back, saying that he would conduct the business of the meeting if he was upheld in his authority. To this remark no reply whatever was given by *any one* in the meeting. Your suggestion regarding a subscription list was afterwards embodied in a resolution and carried unanimously; a small sum being contributed then and there, one gentleman remarking that as he was only going to give 10s. he hoped no one would charge *him* with making a display of his charity. I have no doubt on my mind that had the opinion of the meeting been taken the conduct of the chairman would have been condemned by every one present. It has been known to me for some time past that you complained to the Colonial Secretary of Mr. Caswell's conduct at that meeting. Your letter was sent to me by Mr. Caswell, with a number of questions regarding it, which he requested me to answer in writing; but I declined to do so, as such answers as would have suited *him* must have been untrue. I simply wrote to say that in my opinion your account of what took place at the meeting was correct. A few days after, being in Moruya, I got a message from Mr. Caswell that he wanted to see me. I met him in Queen-street. His conduct on that occasion was such that I summoned him to the Police Court for using insulting language and gestures likely to have caused a breach of the peace. In conclusion, I may inform you that Mr. Caswell and I have ever been on friendly terms, and that the only thing that induced me to take any part in this affair is my earnest desire that truth may always be upheld for its own sake.

I am, &c.,

ROBERT BURNS.

Mr.

Mr. T. Gannon to The Rev. J. J. Garvey.

Reverend dear Sir,

Moruya, 4 July, 1870.

I have now before me your note of Saturday last, enclosing copies from the Colonial Secretary's Office of Mr. Caswell's report in reference to your complaint, and some other documents in support of that report; and having carefully perused these documents I beg to state to you as follows:—

1st. I am pained to think that any gentleman could in the calm moments of a letter to his superior commit to writing such an utterly unreliable statement of facts as that contained in Mr. Caswell's report.

2nd. I am firmly impressed with the belief that Mr. Caswell's attack upon you was unprovoked. I do not remember that you made use of any remarks calculated to offend Mr. Caswell, or any other gentleman present at the meeting, whilst advocating the establishment of a local subscription; and hence his attack upon you was, to say the least of it, unaccountable. Nor do I think that in protesting against the insult offered you employed any stronger language than would have been employed by any gentleman under similar provocation.

3rd. My impression was then, and is still, that Mr. Fitzgerald desired Mr. Caswell to apologize, and I regret that he did not do so, instead of repeating his insults, and attacking your predecessors and the people of your class.

4th. I am positively certain that Mr. Caswell did use words highly offensive and insulting in their character towards the Roman Catholic community, and hence it was that I declined to act on the relief committee along with him.

5th. I distinctly remember Mr. Caswell having by his infirmity of temper disturbed the unanimity of public meetings over which he had been called to preside prior to the meeting of the 4th of May last.

6th. Mr. Caswell's return to the chair was by permission of the meeting, certainly not by unanimous request.

7th. Mr. Lodge's letter is simply unreliable, and the fact of its being so does not surprise me.

8th. No gentleman who was present at that meeting, and who being unwilling to lend himself to falsehood, could have signed the certificate purporting to have been signed by Robert Anderson, Joseph Hyble, and others.

I am, &c.,
TIMOTHY GANNON.

Mr. A. Carden to The Rev. J. J. Garvey.

Reverend Sir,

Morcy Yarcagee, 30 June, 1870.

In answer to your note of the 29th instant, respecting public meeting held in the Moruya Court House on the 4th of May last, I am one that was present on that occasion, and can certify you gave no insult to Mr. Caswell. Secondly, he, Mr. Caswell, did say he was persecuted by you, Father Garvey, your predecessors, and that class of people for the last seventeen years. Thirdly. It was not until Mr. Gannon contradicted Mr. Caswell's statement that he left the chair.

I am, &c.,
ANDREW CARDEN.

Mr. M. Morris to The Rev. J. J. Garvey.

Reverend dear Sir,

Moruya, 2 July, 1870.

I received your note of the 1st instant. I beg to state in answer:—

1st. I was present at the meeting held in the Court House on the 4th of May last.

2nd. It is my opinion that you gave Mr. Caswell no provocation to insult you.

3rd. By your manner you did not appear to me to have sneered at the proceedings of the meeting.

4th. I heard Mr. Caswell say that you came to the meeting to parade your charity, and sneer at the proceedings; and after those remarks I also heard him say that he was persecuted for the last seventeen years by your predecessors and that class or party.

5th. My opinion is that Mr. Caswell was the cause of throwing the meeting in confusion.

I remain, &c.,
MICHAEL MORRIS.

Messrs. E. & M. Vaughan to The Rev. J. J. Garvey.

Moruya, 1 July, 1870.

We, the undersigned, declare and are prepared to swear that we heard Gustaff Nilson say he was not present at the meeting held in the Court House on the 4th May, after Rev. Mr. Fitzgerald's mediation, and that he knew nothing of Mr. Caswell's subsequent proceedings; and also that he denied in our presence having any knowledge of his name being attached to any paper in favour of Mr. Caswell.

EDWARD VAUGHAN.
MICHAEL VAUGHAN.

We, the undersigned residents of the Moruya District do hereby certify:—

That we were present at the meeting held in the Court-house on the 4th of May.

That the Rev. Mr. Garvey gave Mr. Caswell no provocation for the insult he received.

That the Rev. Mr. Garvey did not appear to us to sneer at the proceedings of the meeting.

That we heard Mr. Caswell say "that Mr. Garvey wanted to make a parade of his charity"; and afterwards, that he was persecuted by his predecessors and their class or party for the last seventeen years.

That Mr. Caswell threw the meeting into confusion, and was not recalled by unanimous consent.

John Murphey.	Patrick Hayes.
Patrick Hogan.	John Corbitt.
James Kelly.	John Green.
John Coman.	Joseph Bishop.
John Coughlin.	George King.
Danl. Gannon.	

Mr. J. Green to The Rev. J. J. Garvey.

Moruya, 4 July, 1870.

I, JOHN GREEN, of Moruya, do hereby certify that when I left the meeting which was held in the Court House, Moruya, on the 4th day of May last, I met Mr. Gustaff Nilson outside the Court, and he asked me how the meeting was going on, and I told him that there had been a quarrel.

I believe Mr. Nilson was not at the meeting at the time of the altercation between Mr. Caswell and the Rev. Mr. Garvey.

JOHN GREEN.

Extract from the "Moruya Telegraph," Tuesday, June 14, 1870.

THOUGH the decisions of yesterday's meeting were unfavourable to Mr. Caswell, the incidents, the evidences, and the results will be causes of congratulation to himself and his friends.

The meeting was invited and organized by a section of the Catholic body, and was managed by a Catholic chairman. There were about two hundred and fifty persons present—the district numbers about one thousand adult males. The majorities obtained in the two divisions were fifteen and eighteen respectively, but in these majorities were included three who live out of the district, and several minors. In an open-air assemblage, and with no pre-arrangements for taking votes, the numbers were calculated with difficulty and uncertainty. We believe five Protestants voted with the majority; of these five, one was Mr. R. Burns, Ninderra, formerly of the Commercial Stores; and one was Mr. William Burns, now of the Commercial Stores; the latter is, so his brother said, an Orangeman, and the Catholics are keenly conscious of an Orangeman's oath. Several influential Catholics voted against the resolutions, amongst whom were Messrs. W. Flanagan, J.P., Brown, and Lynch.

As we remarked in our last number, we believe that this meeting will cause needless irritation, and that it will ultimate in the defeat of the promoter's purpose, and in injury to trade, to individuals, and to the neighbourhood.

A

A strong gathering of some of Mr. Caswell's friends was held last evening, when an advertisement was prepared, calling a meeting on Saturday next to express confidence in the administration of his official duties. We would draw our readers attention to the advertisement.

In advocating Mr. Caswell's claims to the gratitude of the district over which he has presided for fourteen years, we are actuated by no other motive than the good of the neighbourhood. Many were the instances mentioned last night in which Mr. Caswell's energy and influence had been the means of securing benefits from Sydney which would not have been obtained but for his interference. More than one speaker alluded to the recent additions to our road grants, and to the munificent donation of the Flood Relief Committee. In reference to the latter it may be stated that the grants were forwarded to Mr. Caswell himself, which was no slight compliment to his fidelity, since during his late visit to the metropolis he exerted himself on our behalf. We are always anxious to ask his aid when anything is to be done; are all his services to be forgotten? It would be a serious loss to the whole district if Mr. Caswell were to be removed to another sphere, and the knowledge he possesses of our welfare and of all that concerns us could not be expected in any successor.

No one believes the present malcontents care a tittle about the difference between the Rev. Mr. Garvey and Mr. Caswell. This event has been made the excuse, and the centre around which disappointed suitors—men who have been defeated in their ends, or those who have undesirable ends to gain—have cast in their accumulated venom to ferment and infect. Verily this is a Cave of Adullam, with never a David in it!

There can be no higher testimony to the impartial administration of justice on the part of our Police Magistrate than the opposition of some of the dissatisfied, and on such a pretext. Ten years have elapsed since a complaint has been made of Mr. Caswell. Would any other magistrate, whatever might have been his religion, have deserved or enjoyed such an immunity? Any gentleman occupying the invidious position of a magistrate is heartily to be congratulated that so small an occurrence as that in question is the greatest that can be raked up for a vote of no confidence. *It shows what a very particular people he has had to deal with, and how well he has pleased them.*

The policy of the Catholics is to suffer things to rest as they are. A large majority of our J.P.'s are Catholics, and the people have not hitherto cared to disturb the arrangement. If an alteration were to take place it would in all probability end in the remodelling of the entire Bench—in removing Catholics and replacing them by Protestants. Wise Catholics hold aloof from the agitation, for they feel they have much to lose and nothing to gain.

As a district we have troubles enough to bear and to anticipate without creating more. Already trade has been deranged by this reckless disturbance, and it will suffer yet further. Two hundred and fifty half days were wasted at the meeting on Monday; and no doubt many of the two hundred and fifty people were so disordered that we have underestimated the time lost. Every class, whether traders, farmers, landowners, or labourers, will be something out of pocket by the week's proceedings. The sooner we are quiet again the better for all.

A heavy responsibility rests on those who prolong or stimulate this bootless contest. The three Protestant clergymen have supported Mr. Caswell, and have declared against the agitation. If, as we believe he will, the Rev. Mr. Garvey now comes forward, peace would be promptly restored; even the opponents of Mr. Caswell would be relieved, and every right-minded man would be gratified.

LOCAL INTELLIGENCE—PUBLIC MEETING.

"Moruya Telegraph," 14 June, 1870.

In compliance with an advertisement a public meeting was held at the Court House yesterday for the purpose of expressing public disapproval at the extraordinary conduct of the Police Magistrate, W. S. Caswell, Esq., as chairman of the recent flood relief meeting on the 4th Mar.

Mr. John McKeon, J.P., was voted to the chair, and called upon the mover of the first resolution.

Mr. Gannon, J.P., said he gladly undertook the duty allotted to him—moving the first resolution. While doing so he would state as truthfully as possible the circumstances out of which the meeting originated. On the 4th May a public meeting was held for the purpose of expressing sympathy to the sufferers by the late floods. Mr. Caswell was called upon to take the chair. The Roman Catholic clergyman was invited to be present at this meeting, when a resolution was placed in his hands. The rev. gentleman in speaking took exception to the wording of a resolution proposing a sub-committee, and an amendment was made—the sub-committee was struck out. In the course of his remarks Mr. Garvey advocated the opening of a subscription list in the neighbourhood. After a few remarks Mr. Caswell proceeded to put the resolution. He said that most of the Protestant clergymen lived on a small income, and were not in a position to afford material assistance. (Cheers.) He then went on to refer to the losses of the storekeepers and their consequent inability to be liberal in their contributions. He referred to himself and his large family and his incapacity to render much help. He next alluded to the clergyman of his own denomination whose right hand never knew what his left hand did. (Cheers and noise.) Mr. Garvey rose then and said he looked upon the chairman's remarks as insulting. He was followed by the Rev. Mr. Dowson, who strongly recommended peace, and favoured Mr. Garvey's suggestion with regard to the local subscription list. Mr. Fitzgerald also rose and endeavoured to make peace. He said he had numbered Mr. Caswell as one of his warmest friends for many years, and exceedingly regretted the occurrence which had taken place. He was sorry, as Mr. Garvey was a stranger, that more deference had not been paid him, and trusted sincerely that both gentlemen would give them an assurance that what had passed would be forgotten. The chairman then said that he believed Mr. Garvey came to criticise the proceedings and he would not apologize. *He had been, he said, persecuted for the last seventeen years by Mr. Garvey, his predecessors, and the Catholic body.* (Cries of "False," "He never said it," "Untrue," "Not correct," and "He did.") When the uproar which this remark drew forth had partially subsided, the speaker referred to an observation he said Mr. Caswell made with reference to opposition he had met with from the Rev. Mr. Birch while that gentleman was in Moruya. He (Mr. G.) was in a position to say that Mr. Caswell had never been persecuted by the Rev. Mr. Birch. He knew that upon one occasion, when a memorial against Mr. Caswell was in preparation, Father Birch put a stop to it. (A voice: "He knew it was useless." Uproar.) This, the speaker said, was not a question between Protestant and Catholic. If they believed in religion they had a right to respect those who preached the doctrines of religion. He moved,—“That this meeting, having under consideration certain proceedings which occurred at a public meeting held in the Moruya Court House on the 4th of May last, desires to express its disapproval of the offensive language used by W. S. Caswell, Esq., P.M., in his capacity of chairman at that meeting, towards the Rev. J. J. Garvey and his predecessors, the Roman Catholic clergymen of Moruya, as well as towards the Roman Catholic community as a body.”

Mr. James Mooney seconded the motion.

Rev. A. T. Puddicombe rose to move an amendment. He did not come forward to oppose the resolution, because he believed there were no grounds of fault with Mr. Caswell, much less because he supposed that Mr. Gannon had not related what transpired at the public meeting in question, according to the best of his recollection. He came forward to try to pacify matters before they proceeded any further. What were the circumstances which had brought them together? Our Police Magistrate had been guilty, if he might use the word, of uttering language at a public meeting which was supposed by some to convey an affront to the Roman Catholics as a body, and to the Rev. J. J. Garvey in particular. Now, with regard to this he would notice first, that Mr. Caswell did not take the chair at the meeting referred to in his capacity of Police Magistrate. This is an important point, for anything Mr. Caswell said he said as a private individual. (Cheers.) Again, Mr. Caswell had instructed him (Mr. P.) to convey to this meeting his direct denial that he made any allusion whatever to the Roman Catholics as a body, much less insulted them. *What he (Mr. C.) did say was that he had been persecuted by the Rev. Mr. Garvey's predecessors for seventeen years—no reference was made or intended to the Roman Catholic body.* (Interruptions and cheers.) In this statement Mr. Caswell was borne out by a very large number of gentlemen, both Roman Catholics and Protestants, who were present at the meeting, and in the face of this denial, so backed up, he (Mr. P.) considered that no one had a right any longer to maintain that Mr. Caswell did insult the Roman Catholic members of the community. He knew perfectly well that notwithstanding Mr. Caswell's denial there were many who would still believe that their version was correct, and that Mr. Caswell did use the words attributed to him. Supposing then, for the sake of argument, that the Police Magistrate did, in the heat of the moment, use an expression which might be construed as insulting to the Roman Catholics generally, was not the fact that he denied all knowledge of having done so and all intention of doing anything of the kind a sufficient evidence that he was not actuated in reality by any unfriendly feelings towards them. (Cheers.) Surely no one would press a charge so distinctly denied and repudiated. He considered that the whole matter resolved itself into a private difference, to be settled in a private manner. There was no occasion for a public demonstration of this kind. He was indeed glad to see that the

Roman

Roman Catholics sympathised with their clergymen if they thought he had been insulted or rudely dealt with. (Cheers and noise.) He was a minister himself, and he liked to see the pulse of his people beat with him; but still there was no reason why they should awaken public feeling and create public division upon such a matter. He would propose an amendment to the resolution of Mr. Gannon, and he believed it would fully meet the wishes of the meeting, and put a stop to public excitement before it proceeded further. (Cheers and commotion.) "That this meeting desires to express its regret at the difference which exists between the Rev. J. J. Garvey and Mr. Caswell, P.M., and in the hope that a reconciliation may be effected, requests the chairman, J. McKeon, Esq., J.P., and the Rev. P. Fitzgerald, to mediate between the two gentlemen, with a view to attain a peaceful settlement of the misunderstanding."

The Rev. J. W. Dowson seconded the amendment. *He believed Mr. Gannon had stated the circumstances which transpired at the public meeting on the 4th May very accurately.* All who were present on that occasion must have felt deeply pained at the occurrences; and they must also have felt sorry that the mediation of the Rev. Mr. Fitzgerald did not prove effectual. The Police Magistrate was excited and he used expressions with regard to the clergy and their party (Cries of "No, No," and "Yes"), which he now no doubt had thought better of. *He (Mr. Dowson) sympathised with the feelings of the Roman Catholics present.* He thought this meeting should have been held. When men had feelings rankling in their breast it were far wiser to give vent to them openly. The speaker referred to the allusion made to the Protestant clergy and the miserable pittance it was said they were living on. He was happy to say they—at any rate he—was not starving. Notwithstanding the floods his congregation did their best and he was satisfied, and minded his own business. (Cheers and uproar.) He was not aware the clergy wished to be shown up to the world as in a state of poverty. After confirming some statements of Mr. Gannon he went on to say that he had had no conversation with Mr. Caswell upon this subject since the meeting, and he could not, therefore, be accused of siding with him. He entirely concurred with the remarks of the Rev. Mr. Puddicombe. It were better—far better—that the matter should be settled privately between Mr. Garvey and Mr. Caswell and rest, than that it should be the means of creating dissensions in the neighbourhood. (Cheers and commotion.)

Mr. R. Burns in rising to oppose the amendment was greeted with a tremendous uproar—shouts coming from the assembled crowd such as "Lie down," "Come out here," "Go and pay your debts," intermingled with cheers from the supporters of the motion. When he could ultimately be heard he was understood to say that when he came to the district ten years ago a memorial was being signed for the removal of Mr. Caswell. This document was brought to him for his signature, but he declined to attach it. He made inquiries about the reasons of the memorialists for taking such a step, and the consequence was that on his return to Sydney he waited on the Hon. James Byrnes, and interceded on behalf of Mr. Caswell. He (Mr. B.) informed that gentleman that he had heard that Mr. Caswell was persecuted by the Roman Catholics. Thus it would be seen he entertained no ill will towards that gentleman. He was not at that meeting as a Catholic but a Protestant. He believed Mr. Caswell did not possess the confidence of the people—he did not possess the confidence of himself—and he urged the desirability of his removal. The speaker then read a letter from Mr. Caswell asking answers to certain questions relative to Mr. Garvey's manner at the meeting on the 4th May. From this letter they would perceive Mr. Caswell wished him (Mr. B.) to reply to his queries as he wished. (Howling.) But he (Mr. B.) would not oppose conscience; he furnished what he believed to be straightforward answers and since then he had been a marked man. (Uproar.) Mr. Caswell at the meeting on the 4th referred to series of persecutions extending over seventeen years. (Cheers and uproar.) Now Mr. Caswell has publicly stated that the Rev. Father Johnson and he were on amicable or rather friendly terms. What about seventeen years then?

Mr. T. C. Lodge wished to make one remark, but before doing so he might state that as reporter at the meeting on the 4th May he could positively assert that Mr. Caswell did not refer to the Catholics as a body. (Cheers, and confusion.) His (Mr. L.'s) object in interposing at all was merely to give expression to his belief that before the letter Mr. Burns referred to was written, that gentleman had a conversation upon the subject to which it alluded with the Police Magistrate. (Mr. Burns: "False.") This gentleman (?) with one or two of his friends, here kept up such an unearthly howl at the speaker that he was unable to proceed for some time.) He then said that it would be natural to suppose that he (Mr. B.) had given the Police Magistrate reason to presume he could answer his queries satisfactorily. Hence the letter. (Great confusion and cheers.)

Mr. Gannon having replied, the amendment was put and the meeting divided. The motion was carried by a majority of fifteen. Majority partially consisting of Chinamen, and strangers in the district.

Mr. R. Burns rose to move the second resolution, and in doing would take occasion to refer to the extraordinary remarks of a gentleman who had distinctly given him the lie. (Voice, "Untrue," "Name," "Name.") He alluded to Mr. Lodge (Mr. Lodge: "Such is not case. I had no desire to accuse you of falsehood.") (Cheers and uproar.) He (Mr. B.) accepted Mr. Lodge's apology. (A voice: "What apology?") He had a conversation with Mr. Caswell upon the subject before the letter was addressed to him but there were no grounds for the inference that had been drawn from it. He begged to move, "That after such an unprovoked attack upon a number of clergymen and a large section of the community, this meeting feels we can no longer have confidence in Mr. Caswell's impartiality in the administration of justice."

Seconded by Mr. John Tier.

Rev. A. T. Puddicombe could not allow such a resolution to be put to the meeting without appealing to the truth and justice of those around him. It was one thing to vote for the resolution just carried, another to vote for this. It was one thing to express disapproval of Mr. Caswell's language at a public meeting, it will be another thing entirely to express want of confidence in his impartiality in the administration of justice. They well knew what had occurred at the relief meeting proceeded from Mr. Caswell's quickness of temper, a quickness from which Protestants as well as Roman Catholics, his friends as well as his foes, those with whom he is best acquainted as well as those to whom he is a stranger had equally suffered in their turn, and were likely to suffer again, no doubt. But this they well knew was perfectly compatible with the most strict impartiality in the administration of justice. He could appeal to the Roman Catholics of Moruya. He would ask whether there was an honest man amongst them who would really be afraid if a case came before Mr. Caswell, between him and a Protestant, that Mr. Caswell would favour the Protestant at his expense? He was sure there could not be a man who could say this. What reason had they to suspect the impartiality of the Police Magistrate? Had he ever given them any reason whatever for it? Had he not always warmly interested himself in anything that was for the public welfare? Had he ever shown any bigotry towards them? He (Mr. P.) trusted that a large number, nay the largest number, of those who had voted for the former resolution would vote against this one, with all their hearts.

Mr. Costin rose, as the Rev. Mr. Puddicombe did not do so, to move an amendment to the resolution. He had lived many years among the Catholics, amongst whom were his best neighbours. He regretted exceedingly that anything had occurred to annoy them. (Cheers.) He thought there was considerable misapprehension as to the real words used by Mr. Caswell. He (Mr. Costin) could positively assert with other gentlemen that no allusion whatever was made to the Catholics as a body. Mr. Caswell had always been most impartial in the discharge of his official duties. The speaker characterized the resolution as a monstrous injustice, and called upon all true Catholics to vote against it, so that the peace and happiness of the district would not be destroyed. (Cheers and uproar.)

Mr. Waddell, in a similar manly speech, seconded the amendment. The amendment was lost by eighteen votes, a number having left the meeting owing to its disorderly character.

Mr. W. Coman in a brief speech moved the third resolution, "That the following memorial to the Honorable Colonial Secretary, praying for Mr. Caswell's removal from this district, be adopted."

Seconded by Mr. Mylott and carried, no opposition being shown.

Mr. Small then rose to address the meeting. Mr. Caswell had the confidence, he said, of every right thinking person in the district. (Cheers and noises.) He had been always impartial as a Police Magistrate. There were two magistrates present advocating his removal. If Mr. Caswell desired to practise injustice and these gentlemen could not alter his opinion, they were unworthy of the position they occupied. (Cheers, shouts, and uproar.) He said again they were not qualified to be magistrates if they could not express their sentiments. If they continued the movement for Mr. Caswell's removal the portion of the community with which he was voting could truly move a motion of want of confidence in those magistrates who took an active part in this meeting. (Cheers, and a voice "Do so," with great uproar.)

Mr. John Gannon moved, "That the following gentlemen be appointed a committee to take charge of, and obtain signatures to the memorial just adopted, and forward it to its destination:—James Coman, Esq., Messrs. Roger Hefferman, John Gannon, Timothy Egan, John Gannon, Edward Coman, James Mooney, John Flood, Robert Burns, Edward Brown."

Seconded by Mr. Flood, and carried as before.

Mr.

Mr. Burns rose to move a vote of thanks to the chairman. (Voices: "Who pays his debts," "Got your certificate," "Three groans for Burns," "Shut up," and sundry other ejaculations.) He spoke of the sincerity of his own motives in the matter before the meeting. He was a Protestant of the truest stamp, and he voted for the Police Magistrate's removal because he believed it was for the interests of the district. (Tremendous uproar and shouts of disapproval, amongst which we heard "Throw him out," "Three groans for Bobby Burns" and cheers.) He then went on to refer to his brother and the part he had taken in it. As a proof, he said, that he was not voting as he did for appearance, he remarked that that gentleman was a staunch Orangeman (Cheers), and never denied his colours.

Angry and excited words then ensued, during which three cheers were given for Mr. Caswell, three for the Editor of the *Telegraph*, and three hearty cheers for Mr. Flanagan, of Shannon View. A similar compliment having been paid to the chairman the meeting slowly dispersed.

No. 6.

Moruya, 30 June, 1870.

To M. W. Kelly, Esq., M.P., Edward Butler, Esq., M.P., Joseph Leary, Esq., M.P.
Gentlemen,

In the matter of the memorial of the inhabitants of the District of Broulee, praying for the removal of W. S. Caswell, Esquire, P.M., of Moruya,—

We the undersigned having been appointed a committee to obtain signatures to the memorial of the inhabitants, which was adopted at a public meeting, held at the Court House, Moruya, on Monday, the 13th day of June instant, do hereby most respectfully beg to solicit your kind co-operation on behalf of the petitioners.

We are fully convinced our own representative, Henry Clarke, Esq., would not support the prayer of our memorial on account of his well known friendship for Mr. Caswell, and we are therefore compelled as it were to seek the co-operation of the Hon. Members for Braidwood, Goulburn, and Narellan, whom we ask as just and honorable representatives of the people to present the accompanying to the Hon. the Colonial Secretary, and to support its prayer.

Gentlemen, we are aware that our necessity is the only claim we have upon your friendship and co-operation in this matter, but your character for integrity and independence assures us that you will not suffer insult and injury to be cast upon the people of this district without using your influence to redress the wrong.

We forward under separate cover to the Member for Braidwood, by this day's mail:—

1. The memorial of the inhabitants,—signed by 407 inhabitants of the district of Broulee.
2. The resolutions adopted at a duly convened public meeting.
3. The certificate of eighteen gentlemen who were present when Mr. Caswell insulted the Roman Catholic inhabitants.
4. Mr. Caswell's published letter, written after the meeting of the 13th June.
5. A copy of the *Braidwood Liberal* newspaper, containing an accurate report of the public

meeting.

We have, &c.,

JAMES COMAN.
ROBERT BURNS.
ROGER HEFFERNAN.
TIMOTHY EGAN.
JOHN FLOOD.
JOHN GANNON.

[Enclosures to No. 6.]

The "*Braidwood Liberal*," Saturday, June, 18, 1870.

MORUYA.

[From our Correspondent.]

A PUBLIC Meeting was held in the Court House on Monday, the 13th instant, to consider what steps ought to be adopted in reference to the insult offered to the Catholic community by W. S. Caswell, Esq., P.M., during the progress of a public meeting held in the Court House on the 4th of May last, of which meeting Mr. Caswell was chairman. At an early hour of the day the crowds of well-dressed pedestrians walking through the streets—the numerous groups of people in apparently earnest conversation in every available spot of waste ground—the number of customers at the bars of the inns—and the workmen coming in from their employment on the roads, warned us that something unusual was about to take place.

Precisely at 1 o'clock the crowds of people, as if by mutual consent flocked to the Court House, and on Mr. John M'Keon, J.P., presenting himself on the magisterial dais, he was, on the motion of J. Coman, Esq., voted to the chair. Seeing that the Court House would not contain one half of the people present, the chairman ordered the meeting to adjourn to the air. The Clerk's table was thereupon removed to the verandah of the Court House, together with chairs for the chairman and reporters, Messrs. T. C. Lodge and Pentland Caswell, myself occupying a position in the background.

The chairman having read the advertisement convening the meeting, and having requested a fair and impartial hearing for each and all who might feel disposed to address the meeting—called upon Timothy Gannon, J.P., to move the first resolution.

Mr. Gannon said he had been requested to introduce the first resolution by the gentleman at whose instance the meeting had been convened, for the reason that as he had been present at the meeting on the 4th of May and had taken part in that demonstration of sympathy for the sufferers by the recent floods, it was felt that he was in a position to give this meeting a full and true account of what had occurred. He said he had no hesitation in coming forward to give a fair and impartial account of what had occurred. Most of you, he said, remember the meeting on the 4th of May last. The Police Magistrate was on that occasion called to the chair, and the Rev. W. Garvey was called upon to move the 3rd resolution at that meeting. In looking over it he observed some slight error in the words of the resolution. He pointed out the error and it was amended, though somewhat reluctantly, by the chairman, and the rev. gentleman proceeded to move its adoption. In the course of his speech he advocated a local subscription, so as to give a stamp and character to the meeting. He said so fully convinced was he that the meeting would resolve itself into this, that when he left his house he came prepared to give his contribution. The chairman, on putting this resolution, made a speech in opposition to the idea suggested by Father Garvey, and made use of words highly offensive to that rev. gentleman. Father Garvey protested against the conduct and language of the chairman, and said he had expected very different treatment from him, the Police Magistrate of the town—who ought to be an example of courtesy and propriety to the entire district. The Rev. Mr. Dowson then rose to make peace, and in a most conciliatory speech endeavoured to induce both gentlemen to be friends. He said Mr. Gannon followed Mr. Dowson, and like him, expressed his regret for the untoward occurrence, which threatened to prevent the meeting attaining its benevolent purpose. The Rev. Mr. Fitzgerald then rose to mediate and make peace. He said he numbered Mr. Caswell among his most attached friends ever since he came to the district, but he must say he thought if Mr. Caswell had properly reflected he would not have used the words he had done towards the Rev. Mr. Garvey, who, being a gentleman—the spiritual adviser of a large section of the community, and a stranger in the district—was entitled to all consideration. He begged of both gentlemen before the business of the meeting progressed a step further, to give the meeting an assurance that what had passed would

would be forgotten, and Mr. Fitzgerald reiterated these words: he begged both gentlemen, now, before we go a step further, to give the meeting an assurance that what had passed would be forgotten. He (Mr. Gannon) thought Mr. Caswell had here a golden opportunity of withdrawing his offensive words, but he refused to embrace it; he said he would not apologize to the Rev. Mr. Garvey; that Mr. Garvey seemed to him to have come to the meeting to sneer at the whole proceedings to parade his charity, and praise himself; and he would not apologize, for he had been persecuted ever since he came to the district by Mr. Garvey's predecessor, and by the people of his class for the last seventeen years. (Mr. Costin—"That's false.") Mr. Gannon—It is not false; he did not come there to state falsehoods, he came to state truly and fairly what had occurred, and if any gentleman who was present at the meeting on the 4th of May thought he had not given a fair and impartial account of what had taken place, his friend (the chairman) would afford him an opportunity of addressing the meeting, or stating his views. He (Mr. Gannon) thought that he had stated the matter fairly and to the best of his recollection, and having done so, he would leave the matter in the hands of the meeting. He would however take this opportunity to say that he was not actuated by any vindictive feeling towards Mr. Caswell. That gentleman had offended him in his place on the Bench; he had referred the matter to the Attorney General, and that honorable and learned gentleman having advised him to let the matter rest, he was content to do so; and he would assure Mr. Caswell's friends that while that gentleman treated him with the courtesy due to a man holding the Commission of the Peace, he should never have reason to complain of his (Mr. Gannon's) conduct towards him. Neither did he come here to-day because this was a Catholic *v.* Protestant cause—if it were he would not take part in it;—but he came here to-day to move the first resolution—because he would not allow any man in the Colony to insult undeservedly a clergyman of that Church to which he had the honor to belong. Were his friend, the chairman, whose friendship and confidence he had enjoyed for the last twenty-five years, to take advantage of his position as chairman of this meeting to-day to insult the Protestant Clergymen here present, or any other Christian or Hebrew Minister, he (Mr. Gannon) would be prepared to adopt the very same course he was pursuing to-day. (Cheers.) This was a question whether the Catholic body would allow any man in the community to attack their clergy unprovoked—it was a question whether the Protestant inhabitants would suffer any one of their number to snub and insult their Catholic fellow citizens, and their clergy—and this too, at a public meeting, and without any sufficient cause. If those who were present at that meeting on the 4th of May, thought he had given a fair account of the transaction; and if those who had listened to him so patiently, thought he had a real grievance, they would vote for the resolution he had the honor to propose. But if they thought otherwise it would be their duty to vote against the resolution, which was as follows:—"That this meeting, having under consideration certain proceedings which occurred at a public meeting, held in the Moruya Court House on the 4th of May last, desires to express its disapproval of the offensive language used by W. S. Caswell, Esq., P.M., in his capacity of chairman at that meeting, towards the Rev. J. J. Garvey and his predecessors, the Catholic clergymen of Moruya, as well as the Roman Catholic community as a body."

Mr. James Mooney seconded the resolution, and said Mr. Gannon had given a fair and impartial account of the grievance, and he defied any honest man to contradict what he had said.

The Rev. N. S. Puddicombe rose to propose an amendment. *He said he did not come forward because he thought there were no grounds to find fault with Mr. Caswell,* much less because he thought for a moment that Mr. Gannon had not given a fair account of the meeting in question, according to the best of his recollection. He came forward as a peacemaker, to try and pacify matters before they go any further. He thought it was a pity to disturb the peace of the neighbourhood by calling such a number of people together. He thought there was not sufficient cause for calling this meeting to-day. (Oh!) The matter seemed to him to be nothing more than a quarrel between Mr. Caswell and Mr. Garvey, and ought to be left between them. It had not been shown that Mr. Caswell was chairman on the occasion in question because he was Police Magistrate, and this was an important point, for anything he did was done as a private individual, and it had no right to be brought forward at a public meeting like this. (Oh!) Mr. Caswell had instructed him to deny that he had ever made any allusion to the Catholics as a body. (A voice: "Then you are his tool.") In this statement he would be borne out by many Catholics (cries of name them) as well as Protestants who were present at the meeting, and in the face of this denial no one had a right to press the charge against Mr. Caswell. He knew there were many who thought and believed that Mr. Caswell had insulted them and had used the words attributed to him, but the fact of Mr. Caswell having denied the words, and protesting his unwillingness to do anything of the kind, ought to be taken as a proof of his innocence of the charge. He must say he was glad to see the Roman Catholics sympathize with their clergy. He was a clergyman himself, and he would like the pulse of his people to beat with him, but still he thought there was no occasion for a public demonstration of this kind, which would, he feared, create angry feeling and disturb the peace of the neighbourhood. He therefore moved,—*"That this meeting desires to express its regret at the difference which exists between the Rev. S. J. Garvey and Mr. Caswell, P.M., and in the hope that a reconciliation may be effected, requests the chairman and the Rev. P. Fitzgerald to mediate between the two gentlemen with the view to a peaceful settlement of the misunderstanding."*

The Rev. J. W. Dowson seconded the amendment. He said he was not the tool of any man, he never had been, and he hoped he never would fall to such a depth. He came forward as a thoroughly independent man, and he must say he thought this meeting was the best thing that ever occurred in Moruya for the last twelve months. It was always better to complain manfully than allow any bad feeling to smoulder within one's bosom—the best way was to out with it and have done. Whenever he felt so hurt that he could not get over it by sleeping on it, he went at once and had it out and done with; and whereas the Catholic people felt hurt at what had occurred at the meeting, he thought they were right in protesting against the insult, but having done so he hoped we should hear no more about it in the time to come. *He was present at the meeting on the 4th May, and was deeply pained at what had occurred; he thought he had a tolerable recollection of what had occurred in his hearing, and he felt bound to say that all that Mr. Gannon had stated was substantially the truth.* (Cheers.) *If he could rely upon his sense of hearing, his ears told him Mr. Caswell did say words to the effect that he had been a butt of persecution by Mr. Garvey's predecessors and the people of his denomination for seventeen years.* Mr. Dowson, referring to the allusions made to the Protestant clergy by Mr. Caswell, said he was not so bad as Mr. Caswell had represented him. He was happy to say his people kept him in a tolerably good supply, his congregation did their duty to him fairly, and he was content, and attended his own business. Nor did he think the other clergymen had any wish to be held up to the world as in a state of poverty. Although *he agreed with Mr. Gannon that Mr. Caswell had given great cause for offence,* yet he thought the meeting might well accept Mr. Puddicombe's assurance that Mr. Caswell intended no insult to the Catholic body, and as the matter might well be amicably arranged by the chairman and Mr. Fitzgerald, he had great pleasure in seconding the amendment.

Mr. Robert Burns rose to oppose the amendment. He said if we were to have peace let it be an honorable peace, and he did not think the amendment would lead to an honorable peace. Mr. Caswell had ample opportunities of withdrawing the offensive words, and whereas he had not done so, but sent Mr. Puddicombe to defeat the purpose of the meeting any way he could, he (Mr. B.) thought the amendment ought to be rejected. He said, when he came to the district ten years ago he was induced to believe that Mr. Caswell was persecuted by the Catholics because he was a Protestant, and he signed a document expressing confidence in his impartiality, and took occasion to represent the matter to Mr. James Byrnes, late Minister for Works. *Since then he had reason to believe Mr. Caswell had persecuted the Catholics, and not the Catholics alone but several others.* He was there not as a Catholic to resent the insult offered to the priest, but *he was there as a staunch Protestant,* whose Bible tells him "Thou shalt not bear false witness against thy neighbour." *Mr. Caswell had insulted the Catholics, both priest and people.* He believed he did not possess their confidence. He (Mr. B.) had no confidence in him, and would vote against the amendment. [Mr. B. here read a letter from Mr. Caswell asking certain questions respecting the priest's complaint, the replies to which he said were so displeasing to Mr. Caswell that that gentleman had insulted him on the very first opportunity afterwards.]

Mr. J. C. Lodge said he was present as reporter at the meeting on the 4th May, and he could positively state Mr. Caswell did not refer to the Catholics as a body. (False, false, and much confusion.) His (Mr. Lodge's) object in coming forward was simply to express his belief that the letter read by Mr. Burns was written after a conversation with Mr. Caswell, and after Mr. Burns had induced him to believe he could answer Mr. Caswell's queries satisfactorily. (Mr. Burns: "It is false, sir; I did nothing of the kind.") [Great confusion. Mr. Lodge's voice was drowned in a storm of disapprobation, and he withdrew amidst yells, groans, and hisses. Mr. Gannon begged the meeting to hear Mr. Lodge, but he declined to face the meeting again.]

The Chairman having asked if any other gentleman wished to speak to the amendment, and no one coming forward he put the motion—for the amendment, 111; against it, 127. The resolution was thereupon declared carried by 16.

Mr.

Mr. R. Burns rose to move the second resolution, and in doing so he would take occasion to refer to the extraordinary remarks of a gentleman who had distinctly given him the lie—he alluded to Mr. Thomas Lodge—(Mr. Lodge: “I had no intention of accusing Mr. Burns of falsehood.”) (Uproar.) He (Mr. Burns) accepted the apology, and would think no more of the offence. He had had a conversation with Mr. Caswell before he received the letter he had read to the meeting, but he never gave him (Mr. Caswell) any intimation that he would contradict the priest’s letter; he could not do so for the priest’s letter was substantially correct. He would not delay the meeting further, but would move the resolution placed in his hands:—“That, after such an unprovoked attack upon a member of clergymen, and a large section of the community, this meeting feels we can no longer have confidence in Mr. Caswell’s administration of justice.”

Mr. John Suir seconded the resolution.

The Rev. S. T. Puddicombe could not allow the resolution to be put to the meeting without appealing to the justice of those around him. He said it was one thing to vote for the previous resolution, but quite another to vote for the present, which went to say that we had no confidence in Mr. Caswell’s administration of justice. They knew what had occurred at the relief meeting proceeded from Mr. Caswell’s quickness of temper, a quickness from which Protestants as well as Catholics, friends as well as foes, strangers as well as those who enjoyed his friendship, suffered equally in their turn, and were no doubt likely to suffer again. But this they all knew was perfectly compatible with a strict impartiality in the administration of justice. He would appeal to the Catholics of Moruya not to hurl such an accusation against a man on account of his hasty temper. Had he ever shown any bigotry towards them. (“Yes, hundreds of times.”) He hoped many of those who voted for the first resolution would vote against this.

Mr. Waddell seconded the amendment, and said he had confidence in Mr. Caswell, and he would not like to see him kicked out for his hasty temper.

Mr. Costin said he also had confidence in Mr. Caswell. (A voice: “He employs you and your servant on the head road.”) He had lived many years among the Catholics, who were his best neighbours. (A voice: “And still you’d keep Caswell here to trample on them.”) He would assert that no allusion was made to the Catholics as a body. He was sure Mr. Caswell had no dislike to Catholics. (Several voices: “Why not employ them on the roads; why not give them the same wages he gives to Protestants?”) He brought all his men from the road to vote here to-day. Mr. Costin retired amidst a host of similar questions.

The amendment was put, and the tellers declared 113 for, and 132 against it; the resolution was therefore carried by a majority of 19. Youths were not permitted to vote.

Mr. Edward Connan moved the third resolution. He said, after all that had been said on both sides it was not necessary for him to delay them longer than by reading the third resolution,—“That the following memorial to the Hon. the Colonial Secretary, praying for Mr. Caswell’s removal from the district, be adopted:—

“To the Hon. Charles Cowper, C.G.M., Colonial Secretary of New South Wales.
“The memorial of the undersigned inhabitants of the district of Broulee,
“Humbly sheweth:—

“1. That a public meeting was held in the Court House at Moruya on the 4th day of May last, for the purpose of expressing sympathy with the sufferers by the recent floods, on which occasion William Stewart Caswell, Esq., Police Magistrate of Moruya, was called to the chair.

“2. That, while acting in that capacity, he (Mr. Caswell) made use of language highly offensive and insulting in its character towards the Rev. J. J. Garvey, Roman Catholic clergyman, and also asserted that he had been persecuted by Mr. Garvey’s predecessors and the people of his class for the last seventeen years.

“3. That at a public meeting of the inhabitants, convened by advertisement, held in the Court House, Moruya, on Monday, the 13th of June instant—the resolutions passed at which meeting are hereunto appended—it was resolved to appeal to the Hon. Colonial Secretary by memorial for Mr. Caswell’s removal from this district.

“4. That your memorialists have not confidence in Mr. Caswell’s fair and impartial administration of justice.

“5. And your Petitioners humbly pray you will take the premises into your favourable consideration, and order Mr. Caswell’s removal to another sphere of action.

“And your memorialists, as in duty bound, will ever pray.”

Seconded by Mr. P. Mytott, and carried without opposition.

Mr. Peter Smale complained of the treatment Mr. Caswell had received here to-day, and was understood to say the Catholic magistrates who took part in this affair were no good.

Mr. John Gannon moved the fourth resolution, “That the following gentlemen be appointed a committee to take charge of, and obtain signatures just adopted, and forward it to its destination.”

Seconded by Mr. John Flood, and carried.

Mr. B. Burns moved,—“That the thanks of this meeting be given by acclamation to the Chairman,” which was cheerfully accorded.

Mr. Burns called for three cheers for the Queen, in which all joined; three for the Earl of Belmore; and three more because he was an upright Orangeman who would be just to all alike. Cheers for the Chairman, for Mr. Dowson, Mr. Gannon, and Mr. Puddicombe, and groans for Mr. Lodge and the *Telegraph* newspaper brought the proceedings to a close.

In separating a good deal of angry feeling was manifested on both sides—each party cheering their own adherents—or groaning the leader of the opposite side.

[Our correspondent’s letter coming to hand late, we have been obliged to omit a portion of it through want of space.]

To the Honorable Charles Cowper, Colonial Secretary for New South Wales.

The memorial of the undersigned inhabitants of the District of Broulee,—

HUMBLY SHWETH:—

1st. That a public meeting was held in the Court House, Moruya, on the 4th day of May last, for the purpose of expressing sympathy with the sufferers by the recent floods, on which occasion William Stewart Caswell, Esq., P.M., of Moruya, was called to the chair.

2nd. That, while acting in that capacity, he (Mr. Caswell) made use of language highly offensive and insulting in its character towards the Rev. J. J. Garvey, Roman Catholic clergyman, and also asserted that he had been persecuted by Mr. Garvey’s predecessors and the people of his class for the last seventeen years.

3rd. That, at a public meeting of the inhabitants, convened by advertisement, held in the Court House, Moruya, on Monday, the 13th day of June instant, the resolutions passed at which are hereunder appended, it was resolved to appeal by a memorial to the Honorable the Colonial Secretary for Mr. Caswell’s removal from this district.

4th. That your memorialists have not confidence in Mr. Caswell’s fair and impartial administration of justice. And your petitioners humbly pray that you will take the premises into your favourable consideration, and order Mr. Caswell’s removal to another sphere of action.

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

[Here follow 152 signatures.]

I hereby certify that the signatures written within are the names of male adults, and have been obtained without fraud or misrepresentation.

JOHN GANNON.

Moruya, June 21st, 1870.

To the Honorable Charles Cowper, C.M.G., Colonial Secretary for New South Wales.

The memorial of the undersigned inhabitants of the District of Broulee,—

HUMBLY SHWETH:—

1st. That a public meeting was held in the Court House at Moruya, on the 4th day of May last, for the purpose of expressing sympathy with the sufferers by the recent floods, on which occasion William Stewart Caswell, Esq., Police Magistrate of Moruya, was called to the chair.

2nd. That, while acting in that capacity, he (Mr. Caswell) made use of language highly offensive and insulting in its character towards the Rev. J. J. Garvey, Roman Catholic clergyman, and also asserted that he had been persecuted by Mr. Garvey’s predecessors and the people of his class for the last seventeen years.

3rd.

3rd. That, at a public meeting of the inhabitants, convened by advertisement, held in the Court House, Moruya, on Monday, the 13th day of June instant, the resolutions passed at which are hereto appended, it was resolved to appeal by a memorial to the Honorable the Colonial Secretary for Mr. Caswell's removal from this district.

4th. That your memorialists have not confidence in Mr. Caswell's fair and impartial administration of justice. And your petitioners humbly pray that you will take the premises into your favourable consideration, and order Mr. Caswell's removal to another sphere of action.

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

[Here follow 93 signatures.]

I hereby certify that the names within written are those of male adults, and have been obtained by me without fraud or misrepresentation.
Moruya, 22 June, 1870.

JOHN FLOOD.

Moruya, 28 June, 1870.

We, the undersigned inhabitants of Moruya and the surrounding neighbourhood, do hereby certify that we were present at a public meeting held in the Court House at Moruya, on Wednesday, the 4th day of May last, and we are of opinion that the chairman's attack upon the Reverend J. J. Garvey was ungentlemanly and unprovoked; and we are further of opinion that the chairman's remarks reflecting upon the character of Mr. Garvey's predecessor and the people of his class, were untrue and uncalled for, and highly insulting towards the Roman Catholics of this district:—

James W. Dowson, Wesleyan Minister.	Michael Morris.
Timothy Gannon, J.P.	James Boulton.
Robert Burns.	John Storman.
George Kury.	John Murphy.
Edward Vaughan.	Andrew Cordon.
James Mooney.	James Kelly.
William Burns.	Patrick Hogan.
Danl. G. Lismore.	Joseph Bishop.
John Cought.	John Corbett.

To the Hon. Charles Cowper, C.M.G., Colonial Secretary for New South Wales.

The memorial of the undersigned inhabitants of the district of Broulee,—

HUMBLY SHOWETH:—

1st. That a public meeting was held in the Court House at Moruya, on the 4th day of May last, for the purpose of expressing sympathy with the sufferers by the recent floods, on which occasion William Stewart Caswell, Esq., Police Magistrate of Moruya, was called to the chair.

2nd. That while acting in that capacity he (Mr. Caswell) made use of language highly offensive and insulting in its character towards the Rev. J. J. Garvey, Roman Catholic clergyman, and also asserted that he had been persecuted by Mr. Garvey's predecessors and the people of his class for the last seventeen years.

3rd. That, at a public meeting of the inhabitants, convened by advertisement, held in the Court House, Moruya, on Monday, the 13th day of June instant, the resolutions passed at which are hereto appended, it was resolved to appeal by a memorial to the Hon. the Colonial Secretary for Mr. Caswell's removal from this district.

4th. That your memorialists have not confidence in Mr. Caswell's fair and impartial administration of justice.

And your petitioners humbly pray that you will take the premises into your favourable consideration, and order Mr. Caswell's removal to another sphere of action.

And your, &c.

[Here follow 43 signatures.]

I hereby certify that the signatures within written are the names of male adults, and have been obtained without fraud or misrepresentation.
June 20th, 1870.

JAMES COMAN.

[Similar Petition from residents of Broulee, signed by 62 persons, attested by Patrick Mooney.]

To the Honorable Charles Cowper, Colonial Secretary of New South Wales.

The memorial of the undersigned inhabitants of the District of Broulee,—

HUMBLY SHOWETH:—

1st. That a public meeting was held in the Court House at Moruya, on the 4th day of May last, for the purpose of expressing sympathy with the sufferers by the recent floods, on which occasion William Stewart Caswell, Esq., Police Magistrate of Moruya, was called to the chair.

2nd. That, while acting in that capacity, he (Mr. Caswell) made use of language highly offensive and insulting in its character towards the Rev. J. J. Garvey, Roman Catholic clergyman, and also asserted that he had been persecuted by Mr. Garvey's predecessors and the people of his class for the last seventeen years.

3rd. That at a public meeting of the inhabitants, convened by advertisement, held in the Court House, Moruya, on Monday, the 13th day of June instant, the resolutions passed at which are hereto appended, it was resolved to appeal by a memorial to the Honorable Colonial Secretary for Mr. Caswell's removal from the district.

4th. That your memorialists have not confidence in Mr. Caswell's fair and impartial administration of justice. And your petitioners humbly pray that you will take the premises into your favourable consideration, and order Mr. Caswell's removal to another sphere of action.

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

[Here follow 63 signatures.]

This is to certify the names written within are the signatures of male adults, and have been obtained without fraud or misrepresentation.
June 28th, 1870.

EDWARD J. COMAN.

To the Editor of the *Telegraph*.

Sir,

It has been falsely and insiduously circulated that I, at the late flood relief meeting at Moruya, had insulted the whole Roman Catholic body, by saying that their co-religionists had persecuted me for the previous seventeen years, and by other remarks, which, as they have not been placed in any shape, I cannot at present set forth. Mr. Gannon has in the third paragraph of his letter to the *Braidwood Dispatch* put the accusation in form, and I gladly seize the opportunity thus afforded of giving it my emphatic denial. I never said one word at the meeting referred to against any Roman Catholic in the district, other than Mr. Garvey, whom I charged with sneering at the proceedings and being intentionally offensive. Had the rev. gentleman denied this at the time it would have prevented all that followed. The exact words used by me were "the persons who have filled your office, your predecessors, have persecuted me for the last seventeen years." Nothing more in fact than the expression of a grievance. I acknowledge that I spoke hastily and too unreservedly, but it is almost seventeen years to the day since the Rev. Mr. Garnet pulled a chair from under me when I was taking the deposition of a sick woman at Mullenderree, and he continued his hostility to the last day he was in the district. Father Johnson and I were the best of friends;
Father

Father Birch never entered my house but once, and although there was a tolerably good understanding at first, he made complaints against me and followed them up as far as he could. I do not wish to speak disrespectfully of a man who in his position was worthy of all respect, but nevertheless he did not treat me well; and when I saw the bearing of Father Garvey at the late meeting I felt that old times had returned. I have twenty or more witnesses, Catholics and Protestants, who can swear I never used any insulting expressions against the Roman Catholics. Mr. Gannon has managed to bring his co-religionists forward to fight his own battle, he has roused their feelings upon a false issue, and given the friends of the Tarlinton family hopes of punishing me for doing my duty in the matter of the Bredbatoura inquest on the alleged case of infanticide. We will see whether the Government will uphold Mr. Gannon, a magistrate, who, after being bail for his marriage connections in a case of murder, sat on the trial of the same persons, or whether I shall be punished for merely stating a grievance at a public meeting. I abide the result with a feeling of perfect security.

In conclusion I ask the members of the Catholic community to disabuse their minds of the impression that I intended them any insult, and I hope they will not give effect to the schemes of a designing man or the longings for revenge of those who have stood their trial in the Courts of their country.

Yours, &c.,
W. STEWART CASWELL.

Proposed by Timothy T. Gannon; seconded by James Mooney,—

1st. That this meeting having under consideration certain proceedings which occurred at a public meeting held in the Moruya Court-house, on the 4th of May last, desires to express its disapproval of the offensive language used by W. S. Caswell, Esq., P.M., in his capacity of chairman at that meeting towards the Rev. J. J. Garvey and his predecessors, the Roman Catholic Clergymen of Moruya, as well as towards the Roman Catholic community as a body.

Carried.

Proposed by Robert Burns; seconded by John Tier,—

2nd. That after such an unprovoked attack upon a number of clergymen, and a large section of the community, this meeting feels we can no longer have confidence in Mr. Caswell's impartiality in the administration of justice.

Carried.

Proposed by Mr. E. Coman; seconded by Mr. P. Mylott,—

3rd. That the following memorial to the Honorable Colonial Secretary, praying for Mr. Caswell's removal from this district, be adopted.

Carried without division.

Proposed by John Gannon; seconded by John Flood,—

4th. That the following gentlemen be appointed a committee to take charge of and obtain signatures to the memorial just adopted, and forward it to its destination, viz.:—James Coman, Esq., Mr. Roger Hefleman, Mr. John Gannon, Mr. Timothy Egan, Mr. Edward Coman, Mr. James Mooney, Mr. John Flood, Mr. Robert Burns, Mr. Edward Brown.

Carried without division.

JOHN M'KEON, J.P.,
Chairman.

Moruya, 28 June, 1870.

WE, the undersigned inhabitants of Moruya and the surrounding neighbourhood, do hereby certify that we were present at a public meeting held in the Court-house at Moruya, on Wednesday, the 4th day of May last, and we are of opinion that the chairman's attack upon the Reverend J. J. Garvey was ungentlemanly and unprovoked; and we are further of opinion that the chairman's remarks reflecting upon the character of Mr. Garvey's predecessors and the people of his class were untrue and uncalled for, and highly insulting towards the Roman Catholics of this district:—

James W. Dowson, Wesleyan Minister.
Timothy T. Gannon, J.P.
Robert Burns, Nindina, farmer.
George Kurz, Moruya, saddler.
Edward Vaughan, bootmaker.
James Mooney, tobacconist.
William Burns, storekeeper.
Daniel Gannon.
John Coughlin, Kiara, farmer.

Michael Morris, storekeeper,
James Boulton, Moruya, teacher of music.
John Stormon, Mullenderree Farm.
John Murphy, Mynora, farmer.
Andrew Corden, Yarragee, farmer.
James Kelly, Bingee Bingee, farmer.
Patrick Hogan, farmer, Mullenderree.
Joseph Bishop, farmer, Mullenderree.
John Corbitt, farmer, Mullenderree.

No. 7.

Messrs. Collett, Flanagan, and Anderson, to H. Clarke, Esq., M.P.

Dear Sir,

Moruya, 12 July, 1870.

We forward, per favour of Mr. Wilkin, the memorial expressing confidence in Mr. Caswell.

We would be obliged if you will kindly attach your signature, accompany Mr. Wilkin to Mr. Mort, and, in conjunction with those gentlemen, wait upon the Honorable the Colonial Secretary and present the document, making any remarks you may deem desirable.

We remain, &c.,
W. T. COLLETT.
W. F. FLANAGAN.
ROBERT ANDERSON.

Presented personally by Mr. Clarke, M.P.—Register, 15 July.

[Enclosures to No. 7.]

The memorial of the undersigned residents in the Police District of Broulee,—

HUMBLY SHOWN:—

1. That at a public meeting held at the Court House, Moruya, on 4th May last, an altercation occurred between the Police Magistrate (who occupied the chair in a private capacity) and the Rev. J. J. Garvey, Roman Catholic clergyman, which altercation has been made an occasion by a section of the community to excite dissatisfaction against our Police Magistrate.

2. That at a meeting called for the advertised purpose of "expressing public disapproval" of the conduct of the Police Magistrate—at the meeting referred to, the abovenamed section obtained the adoption of resolutions implying want of confidence in the impartial administration of justice by our Police Magistrate, and asking his removal.

3. That your memorialists believe the circumstance primarily alluded to was simply used as a handle by a few dissatisfied individuals to stir up a spirit of opposition against the Police Magistrate, who it was well known had, in the performance of his duties, in several recent cases necessarily occasioned pain to several parties.

4. That your memorialists protest against the abovenamed resolutions as no expression whatever of the general opinion of the district, and desire hereby to convey their appreciations of the valuable services of W. S. Caswell, Esq., P.M., of the great benefit his administration is to the district, and of his strict impartiality in the fulfilment of his office.

[Here follow 367 signatures.]

The

The Honorable The Colonial Secretary.

THE undersigned inhabitants of Nerrigundah having learned that there is a movement in the town of Moruya to procure the removal of W. Stewart Caswell from the office of Police Magistrate, which he now holds, upon the allegation of want of confidence, beg most respectfully to state,—

1st. That Mr. Caswell for the past four years has discharged the duties of Police Magistrate in this place, and that from their knowledge and observation of Mr. Caswell, in the discharge of his judicial and magisterial duties, the undersigned have full confidence in him as a Magistrate.

2nd. The undersigned most respectfully request that Mr. Caswell be retained in the office of Police Magistrate, or at least that an investigation be held to ascertain the truth of said allegation, and whether or not there is any foundation for it before his removal shall be determined.

And, the undersigned, your petitioners, as in duty bound, will ever pray, &c.
Nerrigundah, 14 June, 1870.

[Here follow 61 signatures.]

No. 8.

Mr. R. Burns to The Colonial Secretary.

Sir,

Ninderra, 25 July, 1870.

I do myself the honor to inform you that I this day went to the Court House, Moruya, to make an affidavit, a copy of which I beg to enclose. I was prevented from doing so, as the Commissioner for Affidavits, W. S. Caswell, Esq., refused to administer the oath, and in a most insulting manner ordered me out of the Court House, adding that if I did not go he would put me out, and actually came down from the Bench, and stood over me while I took up my hat, meanwhile continuing his threats, that if I was not out quickly he would put me out, and following close behind, hurried me to the door and locked it after me. The Rev. A. J. Puddicombe, Church of England Minister, was present in the Court House while the above proceedings took place.

I am, &c.,

ROBERT BURNS.

N.B.—I beg to state that Mr. Caswell is the only Commissioner of Affidavits in or near Moruya or I would not have gone to him on this matter.—R.B.

The Police Magistrate at Moruya may afford his explanation.

Copy of Affidavit.

ROBERT BURNS, of Ninderra, maketh oath, and saith:—"I am summoned by one Richard Mepstead to appear at the Court House, Moruya, on Tuesday, the 26th day of July instant. I object to having the case tried by W. S. Caswell, Esquire, P.M., as I do not expect that *he would give me fair impartial justice.*"

I am more inclined to take no notice of this letter, but I begin to fear that unless Mr. Caswell is exceedingly prudent and more cautious than he has been recently, he will make Moruya too hot for him.—O.C., 6 August.

No. 9.

The Principal Under Secretary to The Police Magistrate, Moruya.

Sir,

Colonial Secretary's Office, Sydney, 2 August, 1870.

The Colonial Secretary having had under consideration the explanations rendered in your letter of the 29th May last of your conduct as complained of by the Reverend Mr. Garvey on the occasion of your presiding at a public meeting in the Moruya Court House, together with other printed and written representations of what actually occurred on the occasion, has desired me to say that although he much regrets what then took place he has not considered it necessary to place on record any expression of censure of your conduct as represented.

2. He has, however, directed me to express to you his opinion that while a public officer filling an important position in a country district should preserve his own self-respect by a conscientious adherence to what he believes to be right in the performance of his duties, he should ever remember that both discretion and good feeling indicate that such can be preserved when associated with amenity and forbearance in dealing with the opposite views of others, and that he hopes it may even yet be in your power by some graceful expression of regret for what has occurred to remove from the minds of all persons in your district any belief, should such exist, of intentional discourtesy on your part, or a want of due consideration for the views and predilections of others.

I have, &c.,

HENRY HALLORAN.

No. 10.

The Principal Under Secretary to The Rev. J. J. Garvey.

Reverend Sir,

Colonial Secretary's Office, Sydney, 15 August, 1870.

In acknowledging the receipt of your further letter of 4th ultimo, relative to the conduct of the Police Magistrate at Moruya, on the occasion of a public meeting at the Court House at that place, I am now directed to acquaint you that Mr. Caswell has been informed that the Colonial Secretary, while much regretting what took place, has not considered it necessary to place on record any expression of censure of his conduct as represented.

2. Mr. Caswell has, however, been reminded of the necessity of forbearance in dealing with the opposite views of others, and it has been suggested that it may even yet be in his power, by some graceful expression of regret for what has occurred, to remove from the minds of all persons in the district any belief, should such exist, of intentional discourtesy on his part, or a want of due consideration for the views and predilections of others.

I have, &c.,

HENRY HALLORAN.

No. 11.

No. 11.

The Principal Under Secretary to T. Gannon, Esq., J.P., and others.

Gentlemen,

Colonial Secretary's Office, Sydney, 15 August, 1870.

With reference to your memorial, complaining of the conduct of the Police Magistrate of Moruya, on the occasion of a public meeting at the Court House at that place, and praying for his removal from your district, I am directed to acquaint you that Mr. Caswell has been informed that the Colonial Secretary, while much regretting what took place on the occasion in question, has not considered it necessary to place on record any expression of censure of his conduct.

2. Mr. Caswell has, however, been reminded of the necessity of forbearance in dealing with the opposite views of others, and it has been suggested that it may even yet be in his power, by some graceful expression of regret for what has occurred, to remove from the minds of all persons in the district any belief, should such exist, of intentional discourtesy on his part, or a want of due consideration for the views and predilections of others.

I have, &c.,

HENRY HALLORAN.

No. 12.

Petitions from Inhabitants of Broulee to The Colonial Secretary.

To the Honorable Charles Cowper, C.M.G., Colonial Secretary of New South Wales.

The memorial of the undersigned inhabitants of the Police District of Broulee,—

Respectfully Showeth:—

1. That in the month of June last, at a public meeting of the inhabitants, held at the Court House, Moruya, a memorial was adopted, praying for the removal of W. S. Caswell, Esq., P.M., from this district, which memorial was signed by 407 duly qualified electors of the district, and forwarded to your office.

2. That your Memorialists are deeply pained and greatly disappointed to learn that you have not been pleased to accede to the prayer of that memorial.

3. That your Memorialists would respectfully invite your attention to the disturbed state of society in this district—one section, embracing people of various creeds and nationalities, praying for Mr. Caswell's removal, and another, equally respectable, but less numerous body, protesting against such an eventuality. This agitation, we sincerely believe, is likely to produce serious disturbances, and may ultimately lead to scenes of violence and disorder.

4. That your Petitioners do not, in fact, pray for any official censure on Mr. Caswell, but not having confidence in his impartiality on the Bench, and not entertaining that respect for the rectitude of his principles which his position as Chief Magistrate of the district seems to demand, we earnestly pray you will be graciously pleased to reconsider our former memorial, and order his removal to some other sphere of action.

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

[Here follows 290 signatures.]

To the Hon. Charles Cowper, C.M.G., Colonial Secretary of New South Wales.

The memorial of the undersigned inhabitants of the Police District of Broulee,—

Respectfully Showeth:—

That in the month of June last, at a public meeting of the inhabitants held at the Court House, Moruya, a memorial was adopted, praying for the removal of W. S. Caswell, Esq., P.M., from this district, which memorial was signed by 407 duly qualified electors of the district, and forwarded to your office. That your Memorialists are deeply pained and greatly disappointed to learn that you have not been pleased to accede to the prayer of that memorial. Your Memorialists would respectfully invite your attention to the disturbed state of society in this district. One section, embracing people of various creeds and nationalities, praying for Mr. Caswell's removal, and another equally respectable, but less numerous body, protesting against such an eventuality. This agitation, we sincerely believe, is likely to produce serious disturbances, and may ultimately lead to scenes of violence and disorder. Your Petitioners do not, in fact, pray for any official censure on Mr. Caswell, but not having confidence in his impartiality on the Bench, and not entertaining that respect for the rectitude of his principles which his position as chief Magistrate of the district seems to demand, we earnestly pray you will be graciously pleased to reconsider our former memorial and order his removal to some other sphere of action. And your Memorialists, as in duty bound, will ever pray.

[Here follows 155 signatures.]

Inform that I have requested Mr. District Court Judge McFarland to proceed to Moruya to hold an investigation into all matters of complaint against Mr. Caswell, and that he will attend there for the purpose on the 24th October. I should be glad to be informed as early as possible of the distinct charges which will be brought forward against Mr. Caswell.—C.C., 15 Sept.

17

No. 13.

Memo. of Judge M'Farland.

Union Club, Sydney, 14 September, 1870.

I CAN be at Moruya, and hold inquiry there upon Friday, 23rd instant (September), in case a Deputy Judge and Chairman be appointed to sit for me at Campbelltown District Court and Quarter Sessions on that day and on the 24th September, or I can hold the inquiry at Moruya upon Monday, the 24th Oct., or upon Wednesday, the 9th November next, without any deputy being appointed for me as Judge or Chairman of Sessions.

A. M'FARLAND.

No. 14.

Memorandum of The Attorney General.

September, 15/70.

DISTRICT Judge Dowling will be prepared to take District Judge M'Farland's duty at Campbelltown on the 23rd and 20th instant, whilst the latter goes to Moruya as proposed. But will this give sufficient time for the belligerents to prepare for attack and defence? Has Mr. Caswell yet returned to Moruya? Perhaps a telegram of inquiry should be sent to the respective leaders to know whether the proposed time for Mr. M'Farland's attendance will answer.

W.M.M.,
A.G.

No. 15.

The Principal Under Secretary to The Rev. J. Dowson and others.

Colonial Secretary's Office, Sydney, 19 September, 1870.

Reverend Sir and Gentlemen,

In acknowledging the receipt of your Petition praying for the removal, on certain grounds, of Mr. W. S. Caswell, Police Magistrate of Moruya, to another district, I am directed to inform you that the Colonial Secretary has requested Mr. District Court Judge M'Farland to proceed to Moruya to hold an investigation into all matters of complaint against Mr. Caswell, and that Mr. M'Farland will attend at that place for the purpose indicated on the 24th October proximo.

2. I am to add that Mr. Cowper would be glad to be informed as early as possible of the distinct charges which will be brought against Mr. Caswell.

I have, &c.,

HENRY HALLORAN.

No. 16.

The Rev. J. Dowson to The Colonial Secretary.

Sir,

Moruya, 27 September, 1870.

I have the honor to acknowledge the receipt of your communication of the 19th Sept. inst., which I have passed on to the committee of your Memorialists. In reference to the said communication permit me to state,—

1. I felt some surprise on receiving it addressed to me, inasmuch as I am not leading the movement for Mr. Caswell's removal. I am not on the committee of your Memorialists, nor have I been in communication with the said committee.

2. On reflection, however, I remember that when the memorial was presented to me for signature, I placed my name first on the list, and presume that for this reason you have honored me with your communication in reply.

3. The appearance of my name as heading the list of signatures is not the result of any special design on my part.

4. As a private individual I have received no wrong from Mr. Caswell; but from personal observation of the state of public feeling, Mr. Caswell's strong feeling against a large portion of the community and a corresponding feeling against him, I have been led to the conclusion that Mr. Caswell does not enjoy that degree of public confidence which is necessary for securing continued peace and goodwill in the district.

5. Believing therefore that it would tend to advance the general welfare, and at the same time promote Mr. Caswell's personal comfort, could he be moved to another district, I signed the memorial requesting his removal.

I have, &c.,

JAMES W. DOWSON.

Perhaps Mr. Dowson will place himself in communication with his co-petitioners, who may be disposed to proceed on the matter.—C.C., 29 Sept., 1870.

No. 17.

The Principal Under Secretary to The Rev. J. Dowson.

Reverend Sir,

Colonial Secretary's Office, Sydney, 29 September, 1870.

In acknowledging the receipt of your letter of 27th, relative to my communication of 19th inst., acquainting yourself and other petitioners for the removal of Mr. Caswell, Police Magistrate of Moruya, to another district, with the steps taken for investigating the charges preferred against that officer, I am directed by the Colonial Secretary to suggest that you should place yourself in communication with your co-petitioners who may be disposed to proceed in the matter.

I have, &c.,

HENRY HALLORAN.

P.S.—I am to request that I may be favoured with a reply as early as possible to my letter of 19th inst., above referred to.

No. 18.

Mr. J. Hulme to The Colonial Secretary.

Sir,

Moruya, 6 October, 1870.

In reference to your letter of the 19th day of September last, addressed to the Rev. Mr. Dowson, I herewith send you (on behalf of the Committee appointed to conduct the case against Mr. Caswell, Police Magistrate of Moruya) a list of the charges to be made against Mr. Caswell, and which the committee feel assured that they are fully prepared to substantiate.

I have also to apply to you to ask you to authorize some Magistrate at Moruya, say Mr. M'Keon, as an independent person not connected with either party to issue subpoenas for witnesses to attend the inquiry to be held at Moruya on the 24th instant.

The committee also request to be informed if they will be allowed legal assistance to conduct the case.

I have, &c.,

JOSEPH HULME,
Secretary.

A LIST of the charges to be brought against Mr. Caswell, Police Magistrate of Moruya, as requested by his Honor the Colonial Secretary in his letter to the Rev. Mr. Dowson, dated the 9th day of September last.

No. 1. That at a public meeting held at Moruya, on the 4th day of May last, of which meeting W. S. Caswell, Esq., Police Magistrate of Moruya, was in virtue of his position as Police Magistrate, voted to the chair, he used language highly offensive to the Rev. J. J. Garvey, a Roman Catholic clergyman, and stated that he had been persecuted by the Rev. J. J. Garvey, his predecessors, and the people of his class for the last seventeen years.

No. 2. That instead of apologizing for the remarks made at the meeting of the 4th of May last, he (Mr. Caswell) took refuge in a most ungracious denial of the charge, the truth of which charge the committee are prepared to prove.

Charges to be made against Mr. Caswell for his conduct as Coroner and Magistrate on the infanticide case, the Queen v. Margaret Gilbert and Elizabeth Tarlinton—

Charge No. 1. For having stated that he Mr. Caswell considered it his duty to act as a detective in this case.

No. 2. For having not only boasted that it was his duty but also having acted as Crown Prosecutor in this case.

No. 3. For having said to Mr. Tarlinton on Monday, the 24th day of January last, "I think there is nothing very serious in this case, and the best way would be to plead guilty to the charge of concealing the birth."

No. 4. For having ordered Mrs. Thomas Tarlinton into the Magistrate's private room after giving her evidence, closing the door, keeping her there till the jury were discharged that evening. Mr. Caswell also told her that he would prove that she did write to her mother, and state what she denied to have stated, a most unjust case of bounce which he never proved.

No. 5. That Mr. Caswell allowed Mrs. Wintle and her husband to act as prosecutor, to ask witnesses questions—that he even allowed Mrs. Wintle to dictate to him what he was to put down on the depositions.

No. 6. For having made a statement in Court that he had some witnesses summoned, and that he would not let any person know who they were—not even the police. He said he could not trust them. These witnesses were not called.

No. 7. That Mr. Caswell never produced for the jury the midwife who attended Mrs. Gilbert at Kiandra; which evidence was taken before a Magistrate there (on behalf of the Crown), and which went to prove that Mrs. Gilbert had not been delivered of a child before the one at Kiandra, though he most distinctly asked Mrs. Somsett, the midwife, who attended Mrs. Wintle in her confinement, whether her child was the first or not.

No. 8. That Mr. Caswell showed in a most determined manner his intention to snub the jury; that when one of the most respectable of the jury made a remark that he thought some evidence of importance, Mr. Caswell replied in a most offensive manner, "Sit down, sir."

No. 9. That throughout the case Mr. Caswell showed, in a most determined manner, his intention to treat Mrs. Wintle as the witness of truth, whereas her evidence was disbelieved by a jury in Moruya, and

and a jury in Sydney, and that any impartial Magistrate or Coroner, instead of treating her as the witness of truth, would (seeing that her evidence was contradicted by several witnesses) have received her evidence with caution.

No. 10. That Mr. Caswell did not call Elizabeth Gillespie in the case of concealing the birth, though Mrs. Wintle stated that E. Gillespie was present when they dug up the body of the child; this showed most strongly Mr. Caswell's intention to press the charge right or wrong, as he was perfectly aware that Elizabeth Gillespie would contradict her sister, Mrs. Wintle.

No. 11. That Mr. Caswell showed throughout the whole of this case his strong prejudice on behalf of the prosecution; that he did not act as an impartial Magistrate, but rather as a detective policeman; that in so doing he forget his duty not only as a Magistrate but also as a Coroner; and that he most distinctly failed to remember the old saying of the English law, "That every man is innocent till he is found guilty by a jury of his own countrymen."

Charge of Mr. Robert Burns—

That Robert Burns applied to Mr. Caswell on the 25th day of July, 1870, as the only Commissioner of Affidavits in Moruya, to swear him, Robert Burns, to an affidavit; Mr. Caswell refused, and ordered him out of Court in a manner calculated to provoke a breach of the peace.

Charge of Mr. M. Ryan—

For having made a false statement to the Colonial Secretary in the case of Curran v. Ryan, when asked to account for a certain letter produced in Court. Mr. Caswell replied that the letter was impounded; whereas the letter was handed to Mrs. Curran, and not impounded. If the letter was impounded, Mr. Caswell is requested to produce it.

Charge of Mr. Mylott—

Mr. Mylott states, that about twelve months ago he was summoned to Nerrigundah on a case under the Small Debts Act. On the road he met Mr. Caswell, who asked him if he was going to defend the case; Mylott answered, "yes," Mr. Caswell replied, "You have not a leg to stand upon. This proves that Mr. Caswell had been inquiring into the case beforehand.

Charge of Mr. T. Egan—

T. Egan states, that on or about the 15th day of March, 1864, he gave information to Mr. Caswell that a beast of his had been killed, and applied for a search warrant. Mr. Caswell refused to grant the warrant that evening. In consequence the hide was not to be found, although the parties charged were afterwards committed for trial. Egan believes that the accused had notice; consequently the case for the Crown miscarried; at all events, Mr. Caswell's refusal to grant the warrant afforded time for such information to be given.

The charge of Mr. Edward Coonan—

Edward Coonan and William Coonan, senior, were charged at the Police Court, Moruya, on or about the 1st day of September, 1865, with an assault upon one James Miller. At the conclusion of the evidence Mr. Gannon and Mr. Flannagan, Magistrates, sitting with Mr. Caswell on the Bench, refused to commit Edward Coonan for trial. Mr. Caswell insisted, and remarked, "He is sure to go to Braidwood with his father, so we may as well commit him." This was evidently done to prevent Edward Coonan from giving evidence on behalf of his father, W. Coonan.

The charge of J. W. Cooke, of Nerrigundah—

J. W. Cooke states that he has frequently been treated with injustice by Mr. Caswell; that a Petition of his, complaining of Mr. Caswell, was ordered to be printed by the Legislative Assembly, on the 24th day of February, 1870; that since that time he has been most unjustly treated by Mr. Caswell, more particularly in a case wherein he was convicted of furious riding.

The charge of J. Flood—

John Flood states that he was severely assaulted about eleven years ago; that Dr. Boot stated he was in a dangerous state, and advised his brother (Thomas Flood) to apply for a warrant. Mr. Caswell refused three times—on three different days—and said he would see John Flood himself, which he never did.

General charges made by Mr. Clements—

That Mr. Caswell has always prostituted his position to serve his partizans in religious matters, so much so, that he has been publicly charged with being a member of a Protestant Political Association, which charge he has not refuted, and that, in order to serve his party, he travelled to Kiora in order to interfere with the election of Trustees for the Public School there, with which he could justly have nothing to do. Mr. Caswell's conduct and language on that occasion were most offensive to the members of the Wesleyan Church.

2. That the number of committals of prisoners to take their trial made by Mr. Caswell are numerous; that the Attorney General has in many cases refused to put the accused on their trial; that when he has done so an acquittal has generally been the result, frequently accompanied by some remarks from the Judge on the absurdity of the committal.

3. That instead of showing that forbearance he (Mr. Caswell) was recommended to show by the Colonial Secretary, he has since exhibited a most vindictive feeling towards his opponents. This is proved by his threatening Mr. James Hanton's children that he would cut their boat adrift if they persisted in landing at a place where they had been accustomed to land for some years for the purpose of proceeding to school.

That Mr. Caswell's language towards Mr. Gannon, a Magistrate of the Colony, has been most uncourteous, and has been such as to prevent Mr. Gannon from sitting on the Bench along with him.

No. 19.

The Principal Under Secretary to The Police Magistrate, Moruya.

Sir,

Colonial Secretary's Office, Sydney, 12 October, 1870.

I am directed by the Colonial Secretary to forward to you the enclosed copy of charges, and covering letter from Mr. Hulme on behalf of the Committee appointed to conduct the case against you, together with a copy of the reply which I have been desired to address to Mr. Hulme.

2. I am to inform you that the letter of Mr. Hulme and the enclosed statement of charges, with the previous correspondence to which he may possibly require to refer, have been forwarded to Mr.

District

6th Oct., 1870.

12th Oct., 1870.

District Court Judge M'Farland, whose intention it is to attend at the Court House, Moruya, on Monday, the 24th instant, at 10 a.m., to hear and receive all evidence in support or contradiction of the charges enumerated, and to furnish me with a report thereupon; and that it is desirable therefore, at the time and place named, you be prepared with the requisite means of meeting and replying to the charges which the parties moving in the matter may adduce evidence to support.

I have, &c.,
HENRY HALLORAN.

No. 20.

The Principal Under Secretary to Judge M'Farland.

Sir,

Sydney, 12 October, 1870.

I am directed by the Colonial Secretary to forward to you the enclosed letter, containing charges against Mr. W. S. Caswell, Police Magistrate at Moruya, into which it is the wish of Mr. Cowper that you should make a full inquiry on your approaching visit to Moruya, and furnish a report for his information.

To be returned.

2. A copy of the enclosed letter will be forwarded per post to Mr. Caswell, in order that he may be enabled, should it be in his power to do so, fairly to meet and rebut or explain the representations made; and it is Mr. Cowper's wish—as the interval allowed Mr. Caswell for this purpose is, owing to the delay until now in furnishing specific charges, a brief one—that he shall receive, on this account, every consideration consistent with justice.

3. I am desired likewise to forward to you copies of letters addressed to Mr. Caswell and to Mr. Hulme, together with all previous papers; for although it will not be desirable that you should extend your inquiry beyond the charges now specifically made, it may be requisite, in elucidation, possibly, of some of those charges, that you should have the ready means of access to the papers in question.

I have, &c.,
HENRY HALLORAN.

No. 21.

The Principal Under Secretary to Mr. J. Hulme.

Sir,

Sydney, 12 October, 1870.

I am directed by the Colonial Secretary to acknowledge the receipt of your letter of the 6th instant, in which you forward, on behalf of the committee appointed to conduct the case against Mr. Caswell, Police Magistrate at Moruya, a list of the charges to be made, and which the committee are prepared to substantiate.

2. In reply, I am to state, for the information of the committee, that Mr. District Court Judge M'Farland will be prepared, under instructions addressed to him, to hear and receive all evidence which the interested parties on both sides may be prepared to present to him, on Monday, the 24th instant, at 10 o'clock a.m., at the Court House, Moruya, and that it is desirable that you and your witnesses should be in attendance at the time and place named.

3. The Colonial Secretary considers that the attendance of parties on both sides should be voluntary, and that the authorizing any Magistrate to subpoena witnesses, or to assign legal assistance to conduct or defend the case, would be equally irregular.

I have, &c.,
HENRY HALLORAN.

No. 22.

Judge M'Farland to The Colonial Secretary.

Sir,

Goulburn, 1 November, 1870.

I have the honor to state that, pursuant to the request contained in your letter of the 12th ultimo, I held an inquiry at Moruya on the 24th and 25th into the numerous charges preferred against Mr. Caswell, Police Magistrate and Coroner there, by the committee conducting the general case, and by the individual complainants.

2. A large amount of evidence was taken upon the inquiry, many witnesses having been examined and cross-examined, some in support of, and others in answer to, such of those charges as were proceeded with; written statements on either side were also received, by consent, as to one question, and all parties were fully heard.

3. But several of the charges assigned were, when called upon to be proceeded with, abandoned and withdrawn by the committee, or by the parties who had made them, others were untenable on the face of them, and the evidence had upon most of the rest satisfied me that they were unfounded.

4. The three charges next mentioned were, however, in my opinion sustained by the evidence:—

1. That at a public meeting, convened by advertisement, held at Moruya on the 4th of May last, for the relief of the sufferers by floods, Mr. Caswell, Police Magistrate of the district, being in the chair (whether or not as Police Magistrate expressly is not very clear, nor is it I think of much moment), and without any just ground or reasonable provocation accused the Rev. J. J. Garvey, Roman Catholic clergyman of Moruya, then present by invitation, with having attended the meeting "to make a parade of his charity," and also charged the predecessors of that gentleman with having "persecuted him," Mr. Caswell, "for the last seventeen years."

2. That during an inquest held in February last before Mr. Caswell, as Coroner for the district of Moruya, respecting an alleged infanticide some years previously by the daughters of Mr. William Tarlinton, Mr. Caswell, after the examination of a witness called by himself, namely, Mrs. Thos. Tarlinton, daughter-in-law of Mr. William Tarlinton, but who had only been a member of the family for a few months, and against whom there was no ground of charge, ordered that lady from the Court-room into the Magistrate's room, directed a constable to close the door upon her, and without any rational cause kept her there during the examination of two other witnesses, and until the close of the day's proceedings.

3. That during the same inquest Mr. Caswell having in an overbearing way ordered Abraham Emmett, one of the jurors then empanelled, and serving before him as Coroner, "to sit down" (when that gentleman suggested that a proper question should be asked of a witness then under examination), proceeded to threaten to "commit him for contempt of Court," because he complained to his fellow jurors of such treatment.

5. It is unnecessary that I should make any observations upon the second or third of these, in my opinion, reprehensible acts of Mr. Caswell, except this, that the entire evidence convinced me that he occasionally permits his zeal as a Magistrate and Coroner to get the better of his judgment, and that he does not at times exercise that command over his temper which is desirable in an officer discharging judicial duties, and that he is too apt to construe slight and, if I be allowed the expression, innocents circumstances into personal affronts.

6. With respect to his charge of seventeen years persecution "by the predecessors" of the Rev. J. J. Garvey, I should state that there is a conflict of testimony as to whether Mr. Caswell extended that charge to the religious "party" or class to which Mr. Garvey belongs. That clergyman himself, and the Rev. A. W. Dowson, Wesleyan Minister, with various other persons attending the meeting, assert that Mr. Caswell did, while the Rev. A. T. Puddicombe and the Rev. Patrick Fitzgerald, Ministers of the English and Presbyterian Churches, with a number of other persons also present, assert that he did not. It will therefore be better to deal with this portion of the case as confined to a charge of lengthened "persecution" made by Mr. Caswell against various Roman Catholic clergymen, formerly resident in his district.

7. And in connection with this charge I subjoin for your consideration, without comment of any kind, the following extract from my notes of the evidence and the proceedings had at the inquiry (p.p. 44 and 45). Mr. Caswell spoke briefly as to each of the specific "matters" to which I had directed his attention. "He then expressed a desire and was permitted to make a statement in the nature of evidence in support of his charge at the public meeting of 4th May, that he had been persecuted by the predecessors of the Rev. Mr. Garvey, for the last seventeen years. *Mr. Caswell*: I thought I had grounds for making the charge, but I now find it was unwise in me to have made such a charge, and it would be still more unwise in me to go into evidence in support of it. Mr. Caswell here withdrew into the Magistrate's room accompanied by some friends, and upon his return to the Court, read the following memo. 'I very much regret that I allowed myself to be so irritated upon the 4th May last, as to give expression upon such an occasion to my belief that I had been persecuted.' At a still later stage of the proceedings, Mr. Caswell requested to be allowed to add: 'I admit that the word persecuted, as used by me at the meeting of the 4th May, and applied to the predecessors of Mr. Garvey, was too strong an expression. I say no more.'

The concluding sentence in my notes is this—"I here repeated a suggestion which I had previously made to Mr. Caswell, that he should, both for his own and peace-sake, withdraw the charge of persecution altogether, and apologize for it as openly and publicly as it had been made—but he would not do this."

8. I must add that the evidence and course of proceedings before me, with the memorial, counter-memorial, further memorial, and certificates, forwarded to me along with your letter of the 12th ultimo, plainly show that there exists a wide diversity of opinion among the people of the district of Moruya—Roman Catholics and Wesleyans, or many of them, on the one side, and Episcopalians and Presbyterians, or many of them, on the other—as to the confidence, or want of confidence, in which Mr. Caswell is held, and should be held, as the local Magistrate and Coroner, and that those opposite opinions are expressed with considerable warmth and frequency.

9. Under all circumstances of the case I am of opinion, and I accordingly submit for your consideration, that no sufficient ground has been made out by the committee, or individual complainants, for the removal of Mr. Caswell, by the Government—contrary to his own desire—from Moruya to any other district (the utmost the Memorialists desired), but that he ought to be severely censured for the improprieties of conduct enumerated in paragraph 4 of this Report; and that his serious attention should be called to the failings referred to in the 5th paragraph, with a view to their correction in future; and that if at any time hereafter Mr. Caswell can effect a voluntary exchange with any other Police Magistrate, or other official of corresponding rank, his doing so should be facilitated by the Government, both for the sake of public peace and his own comfort.

10. I send herewith my notes of the evidence and proceedings and the written statements.

I have, &c.,

ALFRED M'FARLAND.

[Enclosures to No. 22.]

Moruya, 26 October, 1870.

As it has been made to appear from the speech of the Colonial Secretary that the Wesleyans as a body are in favour of Mr. Caswell's removal, we, the undersigned, desire to state that such inference is not correct, and that we are in favour of Mr. Caswell's retention.

John Steed.	John Luck.
R. J. Jeffrey.	William Bishop.
T. C. Handcock.	Joseph Nickson.
Peter Williams.	Edmund Nickson.
Charles Crupp.	John Shottin.
John Crupp.	E. H. T. L. Wyatt.
John Pogus.	

1st Charge.—Evidence in support of.

Robert Burns, examined by Mr. Gannon :—On the afternoon of 3rd May last, the day prior to the Flood Relief public meeting at Moruya, Mr. Caswell, Mr. Burns, and I spent some time preparing resolutions for meeting to be held next day; on that occasion I asked Mr. Caswell would he take the chair at the public meeting; he said he would unless he had to go to Sydney, and he assisted to prepare the resolutions; the meeting was held next day, and Mr. Caswell took the chair; the Rev. J. J. Garvey was present at meeting, pursuant to invitation, and in moving a resolution at the meeting, (the third I think, which recommended an application to the Government for relief), he took exception to the wording of it, remarking that it was irregular to appoint a sub-committee before a general committee had been named; the resolution which he was moving sought the appointment of a sub-committee,

sub-committee, though up to that time a general committee had not been named; Mr. Caswell said there was an error—that a bull had been made; Mr. Garvey also reminded them that we should rely upon ourselves by opening a subscription in the district for the relief of those distressed by the flood, rather than apply to the Government for assistance, and that he had come prepared to contribute his mite towards such an object; before the resolution was put—it was a resolution for the appointment of a sub-committee to obtain help from the Government—Mr. Caswell said there was no one to give in this district except it were Mr. Garvey, that the Protestant clergymen were half starved, that he (Mr. Caswell) had a large family to support, and that Mr. Garvey had come to make a parade of his charity; Mr. Garvey was offended at this, and complained of it; after that the Rev. James Dowson and the Rev. Patrick Fitzgerald, the Wesleyan and Presbyterian ministers, spoke a few words in the way of mediation; Mr. Caswell then said he had no apology to make but would repeat what he had said before, that Father Garvey had come to sneer at us, and to make a parade of his charity, and that he (Mr. Caswell) would say now what he had never said in public before—that he had been persecuted by Father Garvey's predecessors and his party for the last seventeen years; I am perfectly sure that Mr. Caswell used the words "party" or "his class;" I have no doubt on the subject; the chairman, Mr. Caswell, then became very excited, and left the chair hastily; another chairman (the Rev. Mr. Fitzgerald), was being appointed, moved into the chair, when Mr. Caswell returned and took the chair, and a resolution was come to adopting Mr. Garvey's suggestion, that a subscription be opened in the district; previously, the resolution that Mr. Garvey had first named, with its amendment as proposed by him, that a committee (not a sub-committee) be appointed to obtain assistance from the Government, was carried. The meeting closed; again I repeat that Mr. Caswell at this meeting not only stated that he had been persecuted for 17 years by the predecessors of Mr. Garvey, but added that and by his party or class; I am positive he did; when he spoke the word I shuddered lest he should be torn in pieces by the Roman Catholics present—a good many persons of that church were present; I am not a Roman Catholic; I am a Wesleyan, and a farmer; at this time the Rev. Mr. Garvey had only been a few weeks in the district; he is the parish priest; the Rev. Patrick Birch was his immediate predecessor; he had been in the district for about 10 years; the Rev. W. Johnson preceded him; he remained about 4 years, and the Rev. Henry Garrett preceded him, and was here for about 5 years, during 3 of which Mr. Caswell was here as clerk of the Bench; at the time Mr. Caswell made use of the offensive expression I heard a disturbance among the audience; and the Rev. W. E. Dowson, Wesleyan Minister, who was also present, openly said he was sorry to hear the motives of any gentleman questioned; that in his opinion Mr. Garvey had not said anything to call down such an attack from the chair, but that he thought we ought, out of our poverty, to help them who were in still deeper poverty, referring to Mr. Garvey's suggestion that a local subscription should be raised; such a subscription was raised; only a very small sum was obtained owing to some difference amongst the members of the committee as to the application of the money when raised; at the meeting you and Mr. Gannon refused to act upon the committee along with Mr. Caswell, stating openly in Mr. Caswell's presence that you so refused in consequence of Mr. Caswell's attack upon the Rev. Mr. Garvey and the body to whom he belonged; Mr. Costor also openly objected at the meeting to sit upon the committee after what had taken place; he is not a Roman Catholic; you and Mr. Gannon are Roman Catholics; the Rev. Mr. Fitzgerald also publicly stated at the meeting that he had known Mr. Caswell long and well, and that if he (Mr. Caswell) had reflected he never would have used the language he had used.

By Mr. Caswell: I perceived nothing supercilious or offensive in the manner of the Rev. Mr. Garvey towards you at the meeting; after the meeting closed I said to you, in answer to a question, that I did think Father Garvey's speech a happy one upon the occasion, but that I did not consider he was sneering at us; you asked me if I thought he had been; I said I thought not; I do not recollect saying anything else; I did not say to you "You should not notice him, that he was ten times worse to me on the previous evening, and that I had to shove the resolution which he framed into his hand;" I did not see Mr. Garvey the evening before; I did see him on the evening of the meeting, and gave him the resolution into his hand in the ordinary way, in the presence of Mr. Brown; Mr. Garvey, so far from being offensive on that occasion was extremely courteous; I saw you from the chair lean over towards Mr. Garvey, and I heard you say something about committee or sub-committee; it was after that you spoke about the bull having been made; you took the chair pursuant to your promise of the previous evening, and according to my judgment you were there as Police Magistrate; this letter which you show to me is in my handwriting; it is dated 27th May, 1870.

[Read annexed.]

A.

Mr. R. Burns to W. S. Caswell, Esq.

Sir,

Ninderra, 27 May, 1870.

I have carefully perused the Rev. J. J. Garvey's letter, and am of opinion that the account he gives of what took place at the meeting referred to is correct, only I cannot agree with him that you occupied the chair because you are Police Magistrate.

No doubt your position as such pointed to you as the most likely person to preside on that occasion.

I have, &c.,
R. BURNS.

B.

W. S. Caswell, Esq., to Mr. R. Burns.

Dear Sir,

Moruya, 26 May, 1870.

I will thank you after perusing the enclosed to state in writing, whether I was placed in the chair because I was Police Magistrate?—whether you considered the Priest's manner and conduct irritating?—and whether I made any reference to Roman Catholics as a body or individually, other than Mr. Garvey's and his predecessors?—whether you noticed that after Mr. Fitzgerald mediated I sat silent for about two minutes?

I have, &c.,
W. STEWART CASWELL.

That letter was written in reply to one which you wrote to me on 26th May; it is here.
Read annexed B.

At the public meeting of 13th June, at which the resolutions were come to, I read that letter of yours of the 26th, and my reply, and stated that I thought you had written to me as you did to get me to state an untruth.

I do not recollect hearing you make use of the word "body" (as applied to the Roman Catholics) at the meeting of the 4th of May, nor do I recollect you saying the particular word "co-religionists"; what you did say was this: "Witness repeats the evidence already given by him as to Mr. Caswell's charge of persecution by the Rev. J. Garvey and his predecessors, and his class or party"; before I came to the district to live, I once spoke in your favour to Mr. James Byrnes, of Parramatta, saying that I had heard the Roman Catholics were persecuting you, and that I wished him to speak favourably of you to Mr. Cowper, before whom, as I understood, some charges affecting you were then pending; but I had no knowledge of my own of any such persecution; at the meeting of the 4th of May last you first used the words "parade of charity." Father Garvey did not use them in the first instance; you proposed the idea of Mr. Garvey's, that a local subscription should be raised; Mr. Garvey said that it was irregular to move the resolution that had been committed to him in the use of the word "sub-committee," but he did not state that a public meeting must be held; he proposed that the word "committee" should be substituted for that of "sub-committee," and he moved the resolution as thus amended; you did not, that I recollect, express surprise that Father Garvey should move a resolution and yet object to the language of it; I do not know whether or not you read the resolution, nor did I hear or see Father Garvey raise up his hands, and say "Oh, it is nothing like it"; I did not hear you upon that day use the word "religion"; the Rev. Mr. Fitzgerald did not use the word "apology," though he did apologize, for you used the word "apology" when you said that you had no apology to make; I assert that most positively; I did not hear Mr. Gannon use the word "apology"; after you had charged the predecessors of Mr. Garvey with having persecuted you, Mr. Gannon said out, "That is not true. Father Birch saved you from being dismissed"; when you returned to the chair, after having vacated it, no one objected to you doing so, except that I heard one man say, "Drag the b——r out"; I have already spoken of the disturbance amongst the audience when you attacked the Roman Catholic Clergy; I have been insolvent about four years ago, and I have never as yet applied for my certificate; I gave notice of application, but from want of funds I did not press the application; I am an employer of labour, and cultivate an extensive orchard.

Re-examined

Re-examined by Mr. Gannon:—Up to the 4th of May, I was upon friendly terms with Mr. Caswell.

Rev. James Joseph Garvey, Roman Catholic Clergyman of this district:—I came to it in the month of February; I succeeded Father Birch, who resided in the district for ten or eleven years, as the Roman Catholic Clergyman of it; I remember the meeting of the 4th of May last; I do not recollect anything taking place between Mr. Burns and me on the evening previous to the meeting; I did not see him on the evening previous; the first time I saw him to my knowledge was upon the eve—very shortly before—on the morning of the day of the meeting, when Mr. Burns introduced himself to me, and asked me to move a resolution; it is not the fact that at any time prior to his introducing himself to me upon that occasion I had any difference with him, or ever used discourteous language to him; the resolution was handed to me in the ordinary way—not thrust upon me by Mr. Burns.

At the meeting I attended Mr. Fitzgerald was moving the 1st resolution when I entered; my object in attending the meeting was the very best and earnest desire to co-operate with the other clergymen of the district in relieving the general distress; the resolution handed to me was the 3rd, vague and indefinite; I pointed out to Mr. Caswell privately what I deemed to be an error in that resolution; he did not adopt my suggestion for its correction, which was that the word committee should be substituted for sub-committee; I then stated to the meeting that we ought to appoint a committee before we appointed a sub-committee; Mr. Caswell then said to the meeting that my suggestion had better be adopted, that a bull had been committed; the 2nd resolution was then put and carried, and after that I moved the 3rd resolution, Mr. Caswell having in the meantime substituted the word committee for sub-committee; I did not pool pool that resolution; I said it was a good one so far as it went, but that it was deficient in so far that it made no provision for assistance in the district itself; I gave my reasons for local assistance, and suggested that before the resolution was put an amendment to the effect that a local effort be made; before any one could move that amendment, Mr. Caswell rose and spoke about the impoverished state of the people caused by the floods and of the improbability of getting any money, that neither storekeepers, nor landlords, nor publicans could give, that the clergymen were half-starved, or not half paid, I forget the exact expression, and that he could not give, on account of his large family; and that the only one who could give was Mr. Garvey himself; that if Mr. Puddicombe (the English Minister) was here he would, though ill able, but that "his one hand should not know what the other did," and that it appeared to him that I came to the meeting prepared to make a parade of my charity; I believe this had reference to a statement made by me when speaking to the 3rd resolution, that I myself would give in aid of the appeal; I disclaimed, on hearing Mr. Caswell, the unworthy motives attributed to me by him, and I expressed regret that he should have arrayed on one side all the Protestant clergymen with a view of soliciting their sympathy with his; when he was insulting me as I thought, and at a time when I was only known to one of those clergymen; Mr. Fitzgerald and I also regretted that Mr. Caswell had introduced the name of Mr. Puddicombe, who was absent; I also said that I felt that the courtesy which was due to me as a stranger had not been extended to me; that I thought the presence in the chair of the Police Magistrate would have been a guarantee against any insult being offered; Mr. Fitzgerald then mediated, and I remained at the meeting, which I had previously intended to leave; I waited in the hope that Mr. Caswell would retract the language which I considered offensive; he did not do so, but he rose up and said he had no apology to offer, and that he repeated that Mr. Garvey did seem to him to have come to the meeting to make a parade of his charity, and he stated further, in so near as I can recall the words, that he had been persecuted by my predecessors and their party for the last seventeen years; my firm unalterable conviction is that Mr. Caswell used the words, "and their party," as well as spoke of my "predecessors"; I should have mentioned before this that after Mr. Fitzgerald mediated between Mr. Caswell and myself, I stated that, gross as Mr. Caswell's language had been, I was willing to throw a cloak over it if he even then would withdraw it, or apologize for it, and I said too that it was to be regretted that the Police Magistrate should be the first to throw the apple of discord amongst us; after Mr. Caswell had spoken of the persecution of which complained, he rushed from the chair very hastily as I thought, and Mr. Fitzgerald was moved into the chair, but before he took it Mr. Caswell returned and resumed his seat in the chair; about this time, or rather before it, Mr. Burns had asked me to remain at the meeting, and I agreed to do upon his request, suiting private consideration for the proper purpose of the meeting; the meeting was soon after adjourned; to me; immediately after Mr. Caswell spoke of his having been persecuted, I did not hear any expression of dissatisfaction or anger from the persons present, but the people seemed to show by their manner and bearing that they were very much excited; Mr. Caswell was not re-called to the chair (as he has stated in his letter to the Col. Secy.) by "unanimous consent"; he was merely permitted to take the chair.

By Mr. Caswell: I do not remember you charging me during the meeting with having sneered at the promoters of it, nor do I remember my having denied any such charge; I believe I first used the words parade of charity; I used them after Mr. Caswell had contrasted what Mr. Puddicombe would have (as he said) done in secret with what I said I intended to do, namely, "give," and I used the words "parade of charity" when objecting to any such contrast being drawn by Mr. Caswell; I have a moral certainty that you used the offensive words relating to my predecessor and myself of which I complain; I am as certain of it as I am of my existence; there can be no absolute or metaphysical certainty of anything; you only used the words "parade of charity" once; the words "their party" were the words you used, to the best of my knowledge, when speaking of my co-religionists; I do not think I used the words "their party" in my first letter to the Colonial Secretary; I wrote generally in that letter; in that letter I wrote about you when if my "co-religionists," referring to your charge against the Catholic party; when I wrote in that letter that you repeated your remarks in still more offensive terms; I alluded to your invidious contrast between Mr. Puddicombe and myself; I wrote that letter deliberately and calmly, and I made use of the terms sulphurous flames, because I believed that you had endeavoured to stir up bad feeling between religious parties; when I objected to the terms of the 3rd resolution I do not remember your saying to me that I did not understand it; I cannot assign any motive for your attacking me as you did, for I am not conscious of having ever given you any offence; I do not think you asked me to alter the resolution, but you wrote out an alteration, which I said would not suit; Mr. Gannon refused, openly refused, in the meeting to act upon the committee along with Mr. Caswell, giving as his reason the offensive expressions which Mr. Caswell had made use of.

William Burns: I was present at the meeting of 4th May; I am a storekeeper, resident at Mornya, and a member of the Church of England; after the chairman was appointed at the meeting, and some misunderstanding had arisen between Mr. Caswell and Mr. Garvey as to the wording of a resolution, and that had been made up, Mr. Garvey suggested that an effort should be made in the district to collect funds; and Mr. Caswell did not put this suggestion to the meeting, but made a speech opposing it, and he proceeded to refer to the cases of the Protestant clergyman and himself as reasons why a local subscription should not or need not be attempted, but that Mr. Puddicombe would give something, and that in giving he would not let his right hand know what his left hand did, that it seemed that the Rev. Mr. Garvey was the only rich man in the district; Mr. Garvey rose when Mr. Caswell had sat down, and said that he did not come to the meeting to be insulted by the Police Magistrate—that he was sorry Mr. Caswell should have contrasted his conduct with that of Mr. Puddicombe, a gentleman with whom he Mr. Garvey was not acquainted; after this, Mr. Fitzgerald mediated, and said he thought that the Police Magistrate would not willingly give offence; there was a considerable pause in the meeting after Mr. Fitzgerald sat down; Mr. Caswell was, I believe, the first to speak; he said, "No, I will not apologize—I have nothing to apologize for, other than a slight explanation"; I do not remember what his explanation exactly was, but I was struck with this, that in what he purported to be an explanation he should repeat or state what seemed to me an insult, namely, that during the last seventeen years he had been persecuted by the Revd. Mr. Garvey's predecessors and their party; I am confident he used those words, and "their party"—words connecting the priests with their people; the words used made an impression on the meeting at the time; a person then present and now present, cried out,—"That man's name is Kelly"; and Mr. Gannon said that he was in a position to contradict what Mr. Caswell had said about Mr. Garvey's predecessors, and that had it not been for Mr. Birch that he (Mr. Caswell) would have been removed; at this Mr. Caswell made use of an expression of surprise, and rushed towards the door; I then proposed to the meeting that the Revd. Mr. Fitzgerald should take the chair; the meeting applauded, but while I was speaking, Mr. Caswell returned to the chair, and Mr. Garvey remained, at the request of my brother; the meeting proceeded, and Mr. Gannon declined to act upon the committee along with Mr. Caswell.

By Mr. Caswell: You spoke to Mr. Garvey after you wrote out, as I believe, some alteration to the 3rd resolution; I do not recollect you asking him to put the resolution in his own words. You spoke of Mr. Garvey as being the only rich man present; I do not recollect Mr. Crupp using those words; you said that your own clergymen was not sufficiently remunerated, but that notwithstanding he would give, and so give that his right hand should not know what his left had done; I do not recollect you using the words "parade of charity"; you spoke I think of starvation; I now remember that you did use the words "parade of charity"; I think you said that Mr. Garvey had come or seemed to have come to the meeting to sneer at the meeting; the fact is you were both highly excited; the pause after Mr. Fitzgerald sat down was considerable; during it you were tapping upon the desk, and seemed mentally busy; you were the first to speak, and said you would make no apology

apology; I am sure that Kelly spoke of you as a bigot, when you had charged Mr. Garvey's predecessors with persecution; no one objected or assented to you taking the chair a second time; I positively assert there was no expression of assent; it was after you had spoken about persecution that Kelly called out—bigot; the word Roman Catholic, or conreligionist, or body, or class, was not used during the whole meeting, that I recollect; the word party was used; I and all my children are members of the Church of England; I am brother to Robert Burns, the first witness in this case; I have conversed with him as to the occurrences at the meeting at 4th of May; it has been the talk of the neighbourhood; it was arranged by consent of both parties as I had paid three witnesses on behalf of the committee of management upon the first charge; hear the evidence of three witnesses on behalf of Mr. Caswell, and that such other persons as either party might desire to make further statements on the subject of that charge should do so in writing on either side, and that I would receive such two statements as evidence in lieu of testimony; this arrangement was come to upon the suggestion of Mr. Caswell, and in order to confine the inquiry within reasonable bounds.

Evidence in answer to 1st charge, Reporter to and Editor of the *Moruya Telegraph*.

Thomas Campion Lodge: I was present at the Floods Relief Meeting of 4th May, and seconded the 2nd resolution; the Rev. Mr. Garvey entered the room whilst the over of that 2nd resolution was speaking; Mr. Caswell, the chairman, directed a chair on the Bench to be given to him; when Mr. Garvey rose to move his the 3rd resolution he, after a few preliminary remarks, characterised the proceedings as irregular and informal, inasmuch as his resolution sought the appointment of a sub-committee, when a committee had not been provided for; Mr. Caswell, the chairman, proposed to amend the resolution so as to meet Mr. Garvey's views; Mr. Garvey was then speaking; Mr. Caswell prepared an amended resolution according to his own prior suggestion and handed it to Mr. Garvey, who read or looked at it (whilst he was speaking to the meeting), and then handed it back to Mr. Caswell, saying nothing of the kind; a long altercation then took place between the two gentlemen, during which a local subscription list was proposed; Mr. Caswell expressed his dissent to this proposal alluding to the distressed condition of the district, and in particular to that of various clergymen; he said that of his own minister who never allowed one hand to know what the other did; he did speak of the Rev. Mr. Garvey having paraded his charity, though that gentleman rose and accused Mr. Caswell of having done so; an excited altercation took place between the two, and some time afterwards Mr. Caswell referred to his having been persecuted by Mr. Garvey and his predecessors; I positively assert that neither the word "class," "body," nor "party" was ever used; ultimately Mr. Caswell left the chair and went to the door; he did not leave the room; another gentleman was moving the Rev. Mr. Fitzgerald into the chair, when Mr. Caswell having come a slight way from the door, was immediately asked, by whom I cannot say, to take the chair; I believe however that the audience expressed their assent that Mr. Caswell had returned to the chair; Mr. Fitzgerald in trying to mediate, expressed his regret at what occurred, and hoped that a reconciliation would take place before the two gentlemen left the room; Mr. Caswell said he would not apologize; Mr. Garvey said he intended to express his indignation at Mr. Caswell's remarks with reference to his clergy; that he knew for a fact that Mr. Caswell would have been removed long ago, except for the Rev. Mr. Birch; when Mr. Caswell spoke of the Catholic clergyman there was no commotion that I remember, except that one person made a noise, said something, the exact purport of which I did not hear, but it was expressions of anger; there were very few members of the Catholic body present; Mr. Flanagan, a Magistrate, as well as Mr. Gannon, was present; most of the persons present were Protestants; I noticed Mr. Garvey's demeanour as being peculiar when he entered the room; he appeared to be annoyed; Mr. Garvey exhibited a demeanour of haughty contempt towards Mr. Caswell during the meeting, and saying, "nothing of the kind," as he handed back to Mr. Caswell the proposed alteration of the resolution; with a wave of his hand, and in stating, in the earlier part of his observations, that the proceedings were irregular and informal; after this characterising of the proceedings as irregular and informal, and before Mr. Caswell wrote out the alteration as proposed in the resolution, Mr. Caswell spoke to Mr. Garvey privately; I did not hear what you said; when Mr. Garvey spoke of the proceedings as being irregular and informal he only pointed out the expression sub-committee was erroneous; your demeanour to Mr. Garvey up to this time was as courteous as to any other person, and you left your seat as if to explain something to him in an undertone; I positively assert that the Roman Catholics as a body were not referred to by Mr. Caswell during the meeting of the 4th of May; during the pause, after Mr. Fitzgerald mediated, during which you seemed to be mentally occupied, I did not notice any; I cannot say that there was any insulting conduct towards you before you left the chair; Mr. Gannon spoke before you left the chair about your having been saved by Father Birch from dismissal; I believe he spoke immediately after you spoke; it was the Rev. Mr. Garvey who first used the expression "parade of charity"; Mr. Caswell repeated it afterwards, when he said, what else was it but parading his charity; before Mr. Caswell referred to the Catholic clergymen, I heard him charging Mr. Garvey with sneering at the proceedings of the meeting, and I did not hear Mr. Garvey deny the charge; but Mr. Garvey did not, that I observed, sneer at the proceedings, except by saying that the proceedings were irregular and informal in the matter of sub-committee, and by putting aside your proposed alteration to the committee, but I felt at the meeting that you must have believed that you had been sneered at or insulted by Mr. Garvey.

By Mr. Gannon: I rendered to Mr. Caswell no assistance in drawing up his reply to Mr. Garvey's first letter; at the meeting of the 4th May Mr. Dowson regretted the misunderstanding that had arisen; Father Garvey returned to Mr. Caswell the proposed amended resolution; I am of opinion that Mr. Caswell left go of the resolution; Mr. Garvey merely put his hand upon it as he read it; it was I, when seconding the second resolution, who first suggested the idea of there being a local subscription; I remember Mr. Fitzgerald saying that he thought Mr. Caswell would not have spoken as he did if he had reflected upon the subject; when Mr. Caswell spoke after the reply he said he had nothing to apologize for, but that if Mr. Garvey made any advances to him in the way of apology for what he had said and done, he (Mr. Caswell), would be happy to meet him, but that he thought it was due to him (Mr. Caswell), that Mr. Garvey should make the first advance; there was no commotion in the Court when Mr. Caswell spoke about the predecessors of Mr. Garvey; but one man made a noise at the door; I cannot say whether any person left the Court or not; the attendance at the meeting was not large; only a few Roman Catholics were there; not one quarter of the persons present were Roman Catholics; I do not believe that eighteen Roman Catholics were present.

Re-examined by Mr. Caswell: Between £3 and £4 only has been collected from local sources; you did quarrel with me for suggesting a subscription list.

Mr. Anderson, examined by Mr. Caswell: I was manager at Bagalia, and am now the tenant of it; I was present at the meeting of 4th July; the first resolution was proposed and seconded, and Mr. Garvey came into the Court; I noticed as soon he came in that Mr. Caswell had a seat provided for him upon the Bench; so soon as the first resolution was carried, the Rev. Mr. Garvey stepped forward and said this was not the sort of meeting he expected; first resolution spoke of the devastation occasioned by the recent flood, and the distress it would occasion to numerous families; he added that the whole proceedings were irregular and informal; Mr. Caswell said, "Perhaps Mr. Garvey you have not seen the programme of the meeting," and rising from his seat, he handed it (the programme) to Mr. Garvey; Mr. Garvey looked at it, and took exception to the word "sub-committee"; Mr. Caswell remarked, it was easy to rectify that by drawing his pen through the word, and he did so, and Mr. Caswell got up and spoke of the bull that had been made; this was spoken of as a joke; when Mr. Garvey got up to propose his resolution he spoke against it; that resolution was in favor of obtaining relief from Sydney, and he thought that a local subscription should be taken up, and he said that he had come prepared to give something; when he ceased speaking he folded up the resolution and laid it down in front of him on the table; Mr. Caswell rose and took it up, saying, "Perhaps the rev. gentleman will put the resolution in his own form to the meeting"; Mr. Garvey said, "No, I cannot both move a resolution and an amendment to it"; Mr. Caswell then wrote out an amended resolution in accordance, I believe, with what Mr. Garvey had previously suggested, and showed it to Mr. Garvey, and asked him if that would meet his views; Mr. Garvey said "Oh! no—nothing of the kind," waving his hand at the same time; a gentleman in the body of the Court, Charles Crapp (not Mr. Caswell), said he did not know who was able to give, except it was Mr. Garvey, as all the people in the neighbourhood were all poor; Mr. Caswell then said that he quite agreed with that gentleman, that he did not know anyone who was able to give unless it was the Rev. Mr. Garvey, and he could speak of the Protestant clergymen, especially Mr. Puddicombe, though when he gave, his right hand did not know what the other did; Mr. Garvey took offence at these remarks, and complained to the meeting of being insulted by Mr. Caswell; Mr. Dowson and Mr. Fitzgerald both tried to mediate; when the latter sat down there was a pause for a minute or so, after which Mr. Caswell got up and said he thanked Mr. Fitzgerald for his kind desire to reconcile the parties, but that he could not apologize that he was now confirmed in the belief that the Rev. Mr. Garvey had sneered at the proceedings, and that he (Mr. Caswell) was picked out by Mr. Garvey's predecessors as an object of persecution for the last 17 years; Mr. Garvey said he had felt insulted before, but he felt still more so now, and Mr. Gannon then said that he could speak from his own knowledge that the Rev. Mr. Birch had saved Mr. Caswell from dismissal; on this

Mr.

Mr. Caswell left the chair and went to the door; immediately on this Mr. W. Burns proposed, and Mr. Garvey seconded, the proposal that Mr. Fitzgerald should take the chair; just on this Mr. Burns observed that Mr. Caswell had not gone, and said that he begged to move that Mr. Caswell do resume his seat, and in the event of his not doing so that Mr. Fitzgerald should take the chair; Mr. Caswell's reply was, "I will resume my seat if you assist me to keep order"; and he did take the chair and conducted the meeting till its close; it was after Mr. Caswell thus returned to the chair that the resolution in favor of a local subscription was carried; before Mr. Caswell tried to amend the resolution for Mr. Garvey you asked was there any gentleman present who would move an amendment to the effect proposed by Father Garvey; I thought Mr. Gannon spoke angrily, rather bitterly, when he referred to Mr. Birch having been the means of preserving Mr. Caswell in his office; at first you charged Mr. Garvey with having insulted you, and afterwards you said you were confirmed in the belief; I observed his conduct, he evinced a peculiar demeanour; you did nothing to arouse that demeanour until you got some provocation, as I considered; I observed that you seemed to get more put out as the altercation proceeded; I am intimately acquainted with your character and temper; I have known you frequently and strongly, on private occasions, both before and after the meeting of the 4th May, endeavouring to allay bad feeling between Protestants and Catholics.

By Mr. Gannon: I do not remember you stating that you would propose a resolution to meet Mr. Garvey's views, if no one else did; the peculiarity which I noticed in Mr. Garvey's manner as he came into the room was that he criticised the wording of one of the proposed resolutions (this was before he moved it), and he folded up the resolution and put it on the Bench before him after moving it, instead of handing it to the chairman.

To Mr. Caswell: I noticed Father Garvey tapping the floor with his walking-stick during the proceedings, whilst he himself was speaking to the meeting, replying to Mr. Caswell's observations affecting him and his predecessors, and he (Mr. Garvey) said he was sure the meeting did not sympathise with your views and expressions, otherwise he would leave the meeting. [*Mr. Lodge re-called by Mr. Caswell said:* I have both before and since heard Mr. Caswell endeavour to promote kindly feeling between Catholics and Protestants; I have heard him reprimand a gentleman, in private, and when no Catholic was present, for the use of the word Papist.

Captain John Ross: Was present at meeting of 4th May; I heard the entire of Mr. Anderson's evidence; I concur in it; it is precisely the evidence which I myself would have given up to a certain point, as to which I desire to make this statement; when the altercation took place between Mr. Caswell and Mr. Garvey, Mr. Gannon was standing behind Mr. Garvey, and when Mr. Caswell said he had been persecuted for seventeen years by Mr. Garvey's predecessors; Mr. Gannon immediately repeated it, and added the words "and Catholic party," or "Catholic community;" I am not certain which, but that was the first time the words were used; Mr. Caswell had not used them previously; when Mr. Gannon used that expression there was a little feeling manifested by some persons present; that was the only time I noticed any feeling amongst the audience; I very soon afterwards left the Court; I have often heard you regret the difference that prevailed between Roman Catholics and Protestants, and speak highly of the Protestant clergymen who inculcated the same; it did appear to me that the manner of Mr. Garvey was somewhat overbearing, he seemed so from his criticisms, and his questions, and his opposing the resolution, and he seemed as if he had come to the meeting to oppose something.

By Mr. Gannon: It seemed to me that it was very strange that you should have added to Mr. Caswell's charge the words "and Catholic party" or "community," and that was why I noticed the fact; I am very sure I did not misapprehend you, Mr. Gannon; you used the expression first, and it was immediately afterwards repeated by many persons in the Court room.

To me: Mr. Gannon did not repeat an expression "and party" used by Mr. Caswell; Mr. Caswell did not use any such expression.

Mr. Flanagan called by me: I am a magistrate of this Colony; I was present during the entire of the meeting of 4th May; the charge made by Mr. Caswell was confined to the predecessors of Mr. Garvey; it was not extended to the "party," the "Catholic party" as well; I am a member of the Catholic Church; I do not remember hearing Mr. Gannon make use of any such expression as Captain Ross has stated; he did make use of, namely, "Catholic party" or "community"; I was sitting very close to Mr. Gannon at the time—alongside of him, and I think I would have heard any such expression if it had been used.

To Mr. Caswell: After you received the Colonial Secretary's letter you asked me if I thought a reconciliation between you and the Catholics of the day, and I told you I thought it was too late.

Mr. Lodge recalled by Mr. Caswell: I believe Mr. Gannon did use the words attributed to him by Captain Ross, and it was then that the principal part of the feeling was manifested by the audience.

Mr. Fitzgerald examined by me at the request of Mr. Caswell: I did not hear Mr. Gannon make use of the expression attributed to him by Captain Ross; Mr. Caswell did not use any such expression as "party" or "class," or any general terms applied to Roman Catholics; he merely spoke of Mr. Garvey's "predecessors."

Mr. Gannon called by me: Captain Ross is mistaken in saying I used the words "Catholic party" or "community"; I did not do so; I have a distinct impression that Mr. Caswell used the words "and party," and it was then that I rose from my seat, and refused to co-operate with Mr. Caswell on account of the language he had used.

Mr. Costin called by Mr. Caswell: I left the meeting of 4th May, and declined to act on the committee, not on account of anything said by Mr. Caswell, but for a different reason altogether.

2nd Charge involved in first, and same evidence applies to both.

3rd and 5th Charges, Nos. 1 and 3 in page 2 of specific charges.—Evidence in support.

Mr. Gannon examined: During a conversation which I had with Mr. Caswell at the "Doncaster Hotel," Braidwood, during the February Quarter Sessions of 1870, respecting the then alleged case of infanticide, Mr. Caswell stated to me that he considered it his duty to act as a detective in that case or in such cases; I will not be sure which he said; and he also stated that he had advised Mr. Tarlington to plead guilty to the charge of concealing the birth; Mr. Tarlington conducted the defence of his daughter; Mr. Caswell said—I think Mr. Caswell stated to me—as the reason of his having given Mr. Tarlington that advice was, that he believed the charge of murder would break down, but that the other, the less offence, could be substantiated.

Cross-examined by Mr. Caswell: Neither I nor my wife are connected with Mr. Tarlington beyond this, that two or three of his sons are married to cousins of my wife; I think I have stated all that occurred during the conversation between us, except that you expressed your regret at the position in which Mr. Tarlington's family were placed; Wm. Connan and one McCarty were in the room at the time but not within hearing; I was not present at any inquest held in this matter; you complained of the remissness of the matter of Mr. Tarlington's daughters, and said that the police had placed you in the position of a detective; that was all you said.

"Motives"—Mr. Caswell says:—I am a Magistrate of the Colony; I became bail for one of the girls when she came up from Kiandra, bail that she would appear at the adjourned inquest, and I afterwards sat upon the Bench for about an hour, when the Court was taking evidence against that girl, on the charge of the concealment of the birth, but I left the Bench before the close of the examination of the first witness for the Crown; Mr. Caswell and I had some dispute about the propriety of my sitting upon the Bench; rather than that there should be any doubt or question as to the propriety of my sitting as a magistrate in the case, I did not retire from the Bench when the question was first raised; I did so (after luncheon) when a question arose between Mr. Caswell and myself, and Mr. Fell, the prisoner's advocate, and Mr. Caswell referred the matter for my decision; I then retired from the Bench.

During the conversation between us at the hotel in Braidwood, when you said to me that you had advised Mr. Tarlington to plead guilty to the less offence you stated that you considered that would be a wise course for him to adopt, and I gave you credit then for being influenced by a friendly feeling towards the Tarlington family, but afterwards I thought the recommendation was a scheme on your part; I am one of the committee engaged in the prosecution of the pending charges against you, and I am one of the treasurers, and as such, have collected funds for the purpose; I may also have questioned people as to whether they could bring any charges against you, stating to them, that if they had any such, that was the time to substantiate them; I am aware that Mr. Clements has brought a charge against you for discourtesy to myself; I left that charge in the hands of the committee; I had preferred the charge of discourtesy against you to the Attorney General, and had received his final decision upon it before the committee took it up; that decision was that the Attorney General did not consider it necessary to make any inquiry into the matter, as it did not seem to him to affect substantially the administration of justice; I did not ask Mr. Clements to make the charge now in his name; I will not be certain, but I believe that no charges have been preferred against you for inquiry on the present occasion, without previous reference to the persons who were to support them.

Mr. Tarlington: I am a magistrate of the Colony, and father to the young ladies spoken of by last witness; on the 22nd January, on a Saturday, Mr. Caswell commenced an inquiry with a jury at my place; I knew nothing of a jury coming until the members of it arrived, though I had heard that he, himself, was coming; the case was opened for a short while, and then adjourned to next Monday, at Moruya, at 10 o'clock; I almost begged of Mr. Caswell, on my wife's account, her age, and the state of the roads, and my desire to have legal assistance, to postpone the inquiry until the next day (Tuesday), but he said he could not do so; with difficulty I got Mrs. Tarlington to Moruya, by a late hour on the Sunday night; on the next morning I went to the Telegraph office, and while I was there Mr. Caswell came up, and had a conversation with me, during which I told him I had sent a message to Braidwood for legal assistance, and that I was awaiting a reply; Mr. Caswell then said, "I think there is nothing very serious in this case, and the better way would be for you to plead guilty"; I told him I would do nothing of the kind.

Cross-examined by Mr. Caswell: Prior to the inquest you and I were on friendly terms; when you were leaving my house on the first day of the inquiry, I asked you to telegraph to Braidwood for assistance and you requested me to speak to Mr. Flanagan on the subject, so as to save you from getting into difficulty; the conversation between us, when you advised me to plead guilty, took place at the telegraph office, not in the Court house; I am quite sure I have stated to you the conversation which took place on that occasion; I think that afterwards, but not then, or upon that day, you said to me something about girls "getting into difficulties," and it being unwise to do anything by going into evidence and obliging the Crown to do so, that might induce the graver charge; my opinion is that advising me to plead guilty, you wished to procure a conviction; after what you said about the neglect of the Bega magistrates, and of the police, you permitted a lawyer to appear before you at the inquest.

Evidence in reply.

Mr. Caswell: I deny that I advised Mr. Tarlington to plead guilty, but I recollect cautioning him that if he could discover that either of the girls had a child, and the prosecutor could prove it, would be wise to plead guilty to the charge of concealing the birth—that by denying it to endanger the more serious charge.

Charge No. 4.—Evidence in support of.

Mr. Tarlington: In this Court-house—not upon the Coroner's inquest, nor upon the Magisterial Inquiry, but upon another occasion—I brought to Mr. Caswell a certain receipt spoken of in the commencement of the present proceedings; I handed it to him; he looked at it; the person who had given me the receipt had, in the first instance, written my name Darlington, but afterwards altered it into my proper name of Tarlington; and Mr. Caswell, upon looking at the receipt, said it would not be of much value before the Court; I also asked him for a subpoena to enable me to bring up the person who wrote out the receipt; he said he would grant it, but that I must pay the expense of bringing up the witness, that it was his duty to act as Crown Prosecutor, and not to do anything for the defence.

Cross-examined by Mr. Caswell: I am sure you did not say that you were acting on behalf of the Crown; you said that you were acting as Crown Prosecutor; you also said the Attorney General had instructed you in the matter of the expense of witness; the receipt was submitted to you by the jury.

Mr. Gannon examined: I was present when Mr. Tarlington applied for a summons for the person who gave the receipt, and during the conversation that ensued Mr. Caswell said he ought to act on behalf of the Crown—that he was the Crown Prosecutor on the case; I believe those were the words Mr. Caswell used.

Cross-examined by Mr. Caswell: You refused to bear the necessary expense of bringing the witness from Sydney, and spoke of having been warned by the Attorney General against the incurring of any avoidable expenses.

Evidence in reply.

Mr. Caswell: What I said was that I was acting on behalf of the Crown; I never used words imputed by the charge that I stated I was acting as Crown Prosecutor.

Mr. Flanagan: You showed me (I was foreman of the Coroner's jury) a statement in a legal work to the effect that you ought to act on behalf of the Crown.

The charge—Evidence in support of.

Mr. Tarlington: I was present when my daughter-in-law, Mrs. Thomas Tarlington, was examined before the Coroner's jury; she had only been married very shortly to my son Thomas; after she had given her evidence Mr. Caswell ordered her into the Magistrates room, and told one of the police then in attendance—I think Sergeant Hovel, though he was not certain he was the man—to close the door upon her; she was kept there until the examination of two witnesses (called after she had given her evidence) had closed, and the jury were dispersing on this occasion; but whilst my daughter-in-law was being examined Mr. Caswell said to me that he would confront her with her mother, to whom she had written; her mother then was in attendance; she was called in, and examined after her daughter had been sent into the room.

Cross-examined by Mr. Caswell: There were three witnesses examined that day—my daughter-in-law, my mother, and Elizabeth Gillespie.

Evidence in reply.

Mr. Caswell: I did order Mrs. Thomas Tarlington into the Magistrates' room after she had given her evidence; I did so to prevent her communicating with the two other witnesses whom I had intended to examine and did examine on that evening, and with the intention of re-examining her; there was no unnecessary restraint.

Cross-examined: I do not remember whether I did not detain her until the jury dispersed; one of those other witnesses of whom I speak was in the verandah of the lock-up; I had told the police to prevent her from communicating with other persons; the other witness was before the Court; there was no occasion for shutting up Mrs. Thomas Tarlington to prevent her from communicating with that witness, and the other was under the inspection of the police while Mrs. Tarlington was kept in the room.

Seventh charge—Evidence in support of.

Mr. Tarlington: Mr. Caswell permitted not only Mrs. Wintle but also her husband to put questions to the witnesses examined before him as Coroner; I do not recollect the names of such witnesses, but I know that Wintle asked more than one question, whether of one or more witnesses I cannot now remember; and Mrs. Wintle requested Mr. Caswell to take down answers that some of the witnesses had given, when he did not appear to have done so of his own account.

Cross-examined by Mr. Caswell: The depositions were all read over to the witnesses, and signed by them without objection, that I heard Mrs. Wintle asked questions of, examined most of the witnesses; she went out of Court several times, and you sent for her.

Evidence in reply.

Mr. Anderson, cross-examined by Mr. Caswell: I was a juror during the Coroner's inquiry; Mrs. Wintle was permitted to ask questions of witnesses in those cases in particular in which they gave evidence contradictory to hers; she frequently asked you to put certain questions, and you told her to put them herself; and Wintle, her husband, was allowed to put some questions respecting communications between him and witnesses when his wife was not present; the investigation was very laborious and you showed symptoms of fatigue occasionally; you appeared to my mind to be anxious to do justice, and act fairly towards both parties to the inquiry.

Cross-examined: Nothing material elicited.

Mr. Flanagan: I was foreman of the Coroner's jury; you satisfied me that you were acting fairly and with all consideration towards the Tarlingtons, while at the same time you were sifting the matter thoroughly.

Cross-examined by Mr. Gannon: Nothing material.

Charge No. 8 withdrawn.

Charge No. 9 untenable, because the evidence given at Kiandra, before a Magistrate, by the midwife, would not have been admissible before the Coroner's Jury at Moruya.

Charge No. 10.—Evidence in support of.

Patrick Mooney, examined by Mr. Gannon: I was one of the jury at the Coroner's inquiry; one of the jurors, Abraham Emmett, made some remark, suggesting that some evidence should be taken down; Mr. Caswell said to him, "Sit down sir"; I took it that Mr. Caswell was a little excited at the time, and said it hastily; Mr. Emmett is a very respectable man.

Cross-

Cross-examined by Mr. Caswell: Mr. Emmett said nothing offensive to you that I heard of; I took round a petition to the Government, asking for your removal, in consequence of the proceedings at the 4th of July; this was after the proceedings before the Coroner's jury; I signed the petition against you, but I never said you would get a pill for this business; all that I had against you at any time was that you once refused me work on the roads; I have now no ill feeling towards you.

Bernard, examined by Mr. Gannon: I was one of the jury; I remember Mr. Caswell telling one of us to sit down; I took him to do so insolently from the loud tone in which he spoke.

Evidence in reply.

Mr. Anderson: You gave the jury full opportunity to ask questions at the close of the examination of each witness; you invited them to ask questions then; there was some disagreement amongst the jurors as to whether Mr. Emmett's question should be put or not; you were busy writing when Mr. Emmett desired that some piece of evidence should be taken down, and you said "Sit down, sir"; then Mr. Emmett made some remarks to other jurors about his being directed to sit, and Mr. Caswell told him that he would commit him for contempt of Court if he did not be quiet; afterwards the piece of evidence in question was, I believe, taken down by Mr. Caswell.

Cross-examined by Mr. Gannon: I do not think that Mr. Emmett asked the question rudely, so much as that he asked it at an improper time.

Mr. Flanagan, examined by Mr. Caswell: I have heard Mr. Anderson's evidence; it is substantially correct; I do not think that Mr. Emmett spoke rather insolently; I think what he said was, that the jury came there to elicit the whole truth; you put down whatever you were asked to take down by either side; I think you said that you as well wished to get at the truth.

Cross-examined: Nothing material.

Mr. Caswell: I construed Mr. Emmett's remark to be somewhat a reflection upon me, and I spoke whilst I was writing; he sat down then, turned towards some of his fellow jurors, rising something in doing so, and said something in somewhat a loud tone of voice, though I did not hear what it was, and then I told him that if he did not sit down I would commit him for contempt of Court; I considered also that one or two of the other jurors had been somewhat pert with me, and I took the opportunity of checking it with Mr. Emmett, who was an intimate friend.

Charge No. 11.

Not entertained by me, because it amounts to this only: That Mr. Caswell, whether mistakenly or not, attached belief to the testimony of a witness examined before him as Coroner and as Magistrate.

Charge No. 12.

It being admitted that the prisoner was represented on the inquiry before Mr. Caswell as a Magistrate by a professional gentleman, who also acted for them on the investigation before Mr. Caswell, as Coroner, I am of opinion it was no part of Mr. Caswell's duty to call Elizabeth Gillespie as a witness upon that inquiry; it was rather for the professional adviser of the prisoner to call her, if he desired her evidence to appear on the depositions. I therefore consider this charge to be untenable.

Charge No. 13 stands until to-morrow (Tuesday morning) at 8 o'clock.

Charge No. 14 amounts to this: That Mr. Caswell, as a Commissioner of Affidavits, refused to swear Mr. Robert Burns to a paper, or written statement, alleging that he (Mr. Burns) had no confidence in Mr. Caswell as a Magistrate, and would not therefore have a case, then pending, tried by Mr. Caswell, and that Mr. Caswell ordered Mr. Burns to be off. Mr. Caswell's conduct, under such circumstances, appears to me to have been only natural, and, not to form any proper ground for an inquiry as against Mr. Caswell.

Charge No. 15 withdrawn upon the production by Mr. Caswell of the document in question, as having been impounded by him, and as being still impounded.

Charge No. 16—Evidence in support of charge.

Patrick Mylott: I had a Small Debts Court case pending at Nerrigundah; when going there to have it disposed of I met Mr. Caswell, who asked me if I had not a case at the Gulf, I said, "yes," and he then inquired whether I intended to defend it; I answered, "yes"; and he replied, "You have not a leg to stand upon"; I believed from his inquiries and observations that he had been asking previously about the case, and that he was so prejudiced against me and had so made up his mind respecting the case, that I would not receive justice at his hands when it came on to be heard.

Cross-examined by Mr. Caswell: I was summoned to appear at Nerrigundah; this is the summons; it is signed by you as Registrar of the Petty Debts Court, and is filled up in your handwriting; I have been fined twice by you for two assaults upon an orphan child; after the Nerrigundah case I got up a petition to the Government against you, but Father Birch would not allow me to proceed with the matter; when I said to you that I meant to defend the Nerrigundah case you added to me, "Then I will say no more about it."

Evidence in reply.

Mr. Caswell: I was Police Magistrate and also Registrar of the Small Debts Court at Nerrigundah when the case occurred; I issued a summons and prepared the plaint for the plaintiff in the action upon the written agreement which is now annexed to the summons and plaint; I met Mylott on the way to the Gulf on the Court-day; I said to him, "I thought you would settle that case, as there is a written agreement"; he replied, "I have got documentary evidence to disprove it"; I said, "Oh, that alters the case"; and I interfered no more in the matter; when the case came on to be heard the plaintiff got a verdict.

Charge No. 17 withdrawn.

Charge No. 18—Evidence in support of.

Edward Coman: In September, 1865, I and my father were charged with an assault upon one James Miller; the case was heard before Mr. Caswell and three other Magistrates; two of these three were of opinion that the case should be dismissed, and so stated in Court, but the other and Mr. Caswell were of a different opinion, and they committed me as well as my father to stand my trial; Mr. Caswell in trying to persuade the two Magistrates to join him in committing, who had declined to do so, said, "We may as well commit the son, because he will go with his father to Braidwood whether we commit him or not"; I believe that Mr. Caswell's motive in having me committed along with my father was to prevent me being examined as a witness on his (my father's) behalf; the Attorney General did not file a bill against me; he did against my father; I then gave evidence on his behalf.

Cross-examined by Mr. Caswell: You said what I had stated from the Bench in this Court House; I am not aware you had any reasons for disliking me; the occurrence took place five years ago; we have been on pretty good terms since then, though I did not forget the injustice you did me.

James Coman: I am uncle to the last witness; I was present at the investigation in the Court, and I heard Mr. Caswell say to the other Magistrates that they might as well commit Edward Coman, for he was sure to go with his father to Braidwood whether or not.

Examined by Mr. Caswell: I am one of those who desired your removal from the district, and I have subscribed money for the purpose, because I believe it would be good for the neighbourhood if you were removed; I am one of the committee engaged in getting up the charges against you.

Evidence in reply.

Mr. Caswell: I have no recollection of having used such language as that attributed to me, and it would be very strange if I were to commit myself in any such way.

Mr. Flanagan: I have no such recollection of any such words being used, though they may have been used; during all the time I have acted as a Magistrate along with you I have never known a single instance in which you swerved from strict justice; you have frequently gone out of your way in order to assist them who could not help themselves in the matter of justice.

Tuesday, 25th October.

Charge No. 19 allowed to stand over for a short while that each party may have their witnesses (now absent) in attendance.

EN10014
Charge

Charge No. 20 not entertained. The circumstances referred to took place eleven years ago, and the complaint substantially is that Mr. Caswell did not issue a warrant against four or five persons for having as alleged seriously assaulted one John Flood, while the fact is, as appears on the face of the depositions taken on the matter, and produced before me, that summonses were issued against those persons, and most of them fined by Mr. Caswell and two other Magistrates; and John Flood and himself was also summoned and fined by the same Magistrates on a counter charge arising out of his charge against the same parties.

Charge No. 19—Evidence in support of.

J. Cooke: On the 27th November, 1868, treated me with injustice; he dismissed a case brought against a man; the witness made other statements, referring to other cases decided by Mr. Caswell long since, of an equally inconclusive character.

Charge No. 21—Evidence in support of.

Edward Harpur, examined by Mr. Clements: I was present at a meeting held in July or August, 1869, at Kiara, for the election of a Board of Management of the Public School at Kiara; Mr. Caswell was present; he does not reside there; he resides 3 or 4 miles distant from Kiara, and there is a river between his place and Kiara; the localities are distinct, though situated in the same district; Mr. Caswell took part in the proceedings of that meeting—a most energetic part; he opposed the election of myself and of Mr. Charles Crupp, and of John Shottin, and of William Macintosh; we had been previously proposed as trustees or members of the local Board by persons resident in the locality, and we ourselves, with one exception positively, resided within the locality; I myself had previously for a year or so, and was up to the time of the meeting one of the existing trustees of the school; Mr. Caswell charged the school with being stated (qv.); that it was a Wesleyan school, and that the teacher (Mr. Richard Todd) was a Wesleyan; Mr. Caswell also said he would have him removed, that it was a good Public School that he wanted, and that he would have it as a matter of fact; Mr. Todd has been since removed; I am a member of the Church of England; at the time of the meeting the school was a Public School in all respects under the Parkes Act.

Cross-examined by Mr. Caswell: I am a member of the English Church, and I opposed your re-election; the school was in existence for twelve months as a Public School; a re-election of trustees was ordered by the Board; it was not intended to elect more than five trustees; you may have nominated, and I believe you did nominate, the proprietor of the Kiara estate, Mr. Howdon, a Wesleyan, and Mr. James Flanagan, a Roman Catholic, to be trustees, but the complaint that they had been omitted in the first instance did not come from you, it came from another person; they were elected; Mr. Bates, a Wesleyan, who lives within a mile of Moriya, attended the meeting; so did Mr. Anderson, of Bergalia, and Mr. Flanagan, the Magistrate; you said you thought there may be infidels there, and that they might wish to have a member for themselves; I am sure you said that; there were Primitive Methodists present and Presbyterians; it was rumoured at the time of the meeting that Mr. Todd was to be removed.

Mr. Gannon: I was present at this meeting; at the time of the meeting I resided within a mile of the school-house, and I attended the meeting at the request of the Rev. Mr. Puddicombe; Mr. Caswell attended the meeting and took an active part in the proceedings; I believe he opposed the election of the persons named by the last witness; he voted against them and spoke against their election to the best of my recollection, and he opposed Mr. Crapp's election, and I believe any other Wesleyan names, on the ground that he was a Wesleyan, and that there was a member of that persuasion elected upon the Board, and that the majority of children attending the school were members of the English Church; I do not remember anything else that Mr. Caswell said on the subject of religion, except that I have an impression that he said the school was to all intents a Wesleyan one, because the teacher was a Wesleyan, and the building used as a Wesleyan Church on Sundays, and the members of the old Board mostly Wesleyans; I think you mentioned that Mr. Haydon and Mr. Flanagan should be put on the Board.

Evidence in reply.

Mr. Anderson: I was present at meeting, and am a Presbyterian; I attended the meeting as such, and as an officer, an elder of it, to see that a proper person was put on the Board to represent that body; Mr. Caswell did or said nothing more than any one else did or said; he did not object to any one because he was a Wesleyan, further than to prevent the Wesleyans offering any undue preponderance on the Board; you endeavoured to give a fair representation to all, and there were elected 2 Wesleyans, 2 Church of England, 2 Roman Catholics, and 1 Presbyterian.

Cross-examined by Mr. Caswell: I never heard Mr. Caswell say he would have the teacher removed, but there was a great hubbub, and it was almost impossible to hear distinctly all that individual said.

Mr. Caswell: I did not hear the word "infidel" used by you at the meeting; I was present at the meeting; it was called for the purpose of amalgamating into one Public School the Church of England and the then Public School, and to elect the members of the Board, they to represent the religious bodies fairly; Mr. Caswell took an active part in obtaining a fair representation of all parties but nothing more, and you charged upon the meeting the propriety of electing Mr. Haydon, who is a Wesleyan; you used the word infidel ironically pleasantly, such as Free Church of England people were spoken of; I believe Mr. Caswell was of opinion that Mr. Todd should be removed, but not upon the ground of his being a Wesleyan, but upon other grounds.

Mr. Caswell: My son had been in attendance at the Church of England school of Kiara about twelve months before the holding of the meeting—and one object of the meeting was to amalgamate that school with the Public School; I attended the meeting on that account, and not in my official capacity.

Charge No. 22 withdrawn.

Charge No. 23 withdrawn.

Charge No. 24 withdrawn—Mr. Gannon not desiring to go into evidence on the subject.

Charge No. 13 withdrawn—Mr. Tarlington being unwilling to press it.

Evidence on both sides closed.

I drew the attention of Mr. Caswell to certain specific matters disclosed or spoken of in the course of the examinations as to which I wished to hear any observations he might think proper to make.

Mr. Caswell spoke briefly as to each of those specific matters. He then experienced a desire and he was permitted to make a statement in the nature of evidence in support of his charge at the public meeting of the 4th of May, that he had been "persecuted by the predecessors of the Rev. Mr. Garvey for the last seventeen years."

Mr. Caswell: I thought that I had grounds for making the charge, but I now feel it was unwise in me to have made such a charge, and that it would be still more unwise in me now to go into any evidence in support of it. Mr. Caswell here withdrew into the Magistrate's room accompanied by some friends; upon his returning to Court read the following memo.:- "I very much regret that I allowed myself to be so irritated upon the 4th of May last as to give expression upon such an occasion to my belief that I had been persecuted."

Mr. Gannon now addresses me briefly as to some of the same matters.

The inquiry here closed. I will consider the entire evidence and report upon it to the Government.

ALFRED M'FARLAND,

25 Oct., 1870.

But after I had said that the inquiry was closed, Mr. Caswell desired to add this to his last statement.:- "I admit that the word 'persecutor' as used by me at the meeting of 4th May, and applied to predecessors of Mr. Garvey, was too strong an expression. I say no more."

I here repeated a suggestion which I had previously made to Mr. Caswell, that he should both for his own sake and for peace sake withdraw the charge of persecution altogether, and having preferred it, and apologize for it as openly and as publicly as it had been made, but he would not do this.—A.M.F.

Mr. J. W. Dowson to Judge M'Farland.

Sir,

Moriya, 25 October, 1870.

I hereby certify that I was present at a public meeting held in Court House, Moriya, on the 4th May last, and heard Mr. Caswell in speaking to Rev. Mr. Garvey, use the words "I have been persecuted by your predecessors and their class or party for the last seventeen years."

JAMES W. DOWSON.

I

I do hereby certify that I was present at a public meeting held in the Court House on the 4th May last, for a charitable purpose. I distinctly recollect Mr. Caswell saying he was persecuted by Father Garvey's predecessors and his party for the last seventeen years. I may also state I am a member of the Church of England.
24 Oct., 1870.

A. HOLROYD.

Moruya, 25 October, 1870.

We the undersigned do hereby certify that we were present in the Court House on the 4th day of May last—that Mr. Caswell first insulted the Rev. Mr. Garvey without provocation and that Mr. Caswell did use the words, "I have been persecuted by your predecessors and the people of your class (or party) for the last seventeen years."

Timothy Gannon.	Edward Vaughan.	Thomas Dougherty.
Geo. Kurz.	James Boulton.	Andrew Cardew.
Edward Harper.	Daniel Gannon.	John Murphy.
Patrick Hayes.	James Mooney.	John Green.
		Michael Morris.

Moruya, 25 October, 1870.

We, the undersigned do hereby certify that we were present at a public meeting held in the Court House at Moruya on the 4th day of May last—that W. S. Caswell, Esq., Police Magistrate, was chairman of that meeting—that he did insult the Rev. Mr. Garvey unprovokedly, and did use the words "I have been persecuted by your predecessors and the people of your class (or party) for the last seventeen years."

Joseph Bishop, farmer.	John Stormon, farmer.
Patrick Hogan, "	John Corbitt "

No. 23.

Petition to The Colonial Secretary.

The Honorable the Colonial Secretary, New South Wales.

The memorial of the undersigned members of the Wesleyan community, Moruya,—

HUMBLY SHOWETH:—

That it having come to our knowledge that a memorial has been prepared to the effect that the Wesleyans as a body are opposed to Mr. Caswell's removal,—

We, members of that denomination, beg to state that such memorial has not emanated from our body, neither has any member of the Wesleyan community been concerned in the preparation.

William Hawdon, Circuit Steward.

John Emmott, Chapel Steward.

John Crapp, Chapel Steward.

Henry Bate, Local Preacher.

Robert Burns, Circuit Steward.

George Veitch, do.

Jacob Luck.

John Negus.

Robert P. Fookes.

Moruya, Nov. 14, 1870.

No. 24.

Petition to The Colonial Secretary.

Moruya, Nov. 15, 1870.

We the undersigned, beg to state that a memorial was presented to us for signature by T. C. Lodge, a member of the Church of England, on the dates hereunder specified. The memorial was dated 26th October, and purported that the Wesleyan body was in favour of Mr. Caswell's retention. We signed that memorial through false representations.

John Negus, signed on 12 November.

John Crapp, do.

In accordance with the wishes of the two abovementioned gentlemen I have the honor to transmit the same to you. The paper ought to have been forwarded in the same packet as conveyed a memorial yesterday, but was left behind.

I have, &c.,

W. J. CLEMENTS.

No. 25.

Minute Paper for the Executive Council

Colonial Secretary's Office, Sydney, 23 November, 1870.

FROM the accompanying report of an investigation recently held by Mr. District Court Judge McFarland, concerning certain complaints against William Stewart Caswell, Esquire, Police Magistrate, Coroner, &c., Moruya, the three following charges made against Mr. Caswell appear to have been sustained by the evidence adduced on the inquiry, viz. :—

- (1.) That at a public meeting convened by advertisement, and held at Moruya on the 4th of May last, for the relief of the sufferers by floods, Mr. Caswell being Police Magistrate of the district and in the chair, without any just ground or reasonable provocation accused the Reverend J. J. Garvey, Roman Catholic Clergyman of Moruya, then present by invitation, of having attended the meeting to make a parade "of his charity," and also charged "the predecessors" of that gentleman with having "persecuted him" Mr. Caswell for the last seventeen years.
- (2.) That during an inquest held in February last, before Mr. Caswell as Coroner for the district of Moruya, respecting an alleged infanticide some years previously, by the daughters of William Tarlington, Mr. Caswell after the examination of a witness called by himself (namely Mrs. Thomas Tarlington, daughter-in-law of Mr. William Tarlington, who had only been a member of his family for a few months, and against whom there was no ground of charge, ordered that lady from the Court-room into the Magistrates' room, directed a constable to close the door upon her, and without any rational cause kept her there during the examination of two other witnesses, and until the close of the day's proceedings.

(3.)

- (3.) That during the same inquest, Mr. Caswell having in an overbearing way ordered Abraham Emmett, one of the jurors there empannelled and serving before him as a Coroner "to sit down" (when that gentleman suggested that a proper question should be asked of a witness then under examination) proceeded to threaten to "commit him for contempt of Court," because he complained to his fellow jurors of such treatment.

Of the numerous other charges (in all twenty-four), so many either were abandoned or were left unsupported by sufficient evidence as, I regret to say, to evince the existence of a desire to prejudice Mr. Caswell in his capacity of an officer of the Government, as well as a strong animus and feeling of hostility towards him.

Having regard, however, to the whole circumstances of the case, I recommend that Mr. Caswell be censured for the improprieties of conduct sufficiently proved and above enumerated, and that his serious attention be called to the failings to which he appears to be subject (namely, those of occasionally permitting his zeal as a Magistrate to get the better of his judgment of failing at times to exercise that command over his temper which is desirable in an officer discharging judicial duties, and of too great readiness to construe slight and innocent circumstances into personal affronts), with a view to their correction for the future.

I further advise that Mr. Caswell be apprised that when a suitable opportunity occurs for transferring him to another Police Magistracy of corresponding emolument, his availing himself of such an exchange will be facilitated by the Government, both for the sake of the Public Service and his own comfort.

CHARLES COWPER.

THE Executive Council having carefully considered the whole subject, as set forth in the report of Mr. District Court Judge M'Farland, and the correspondence herewith submitted, are of opinion that the course proposed by the Honorable the Colonial Secretary, as fully detailed in the accompanying Minute-paper, be approved and adopted, and accordingly advise that the necessary steps be at once taken to give effect to the same.—ALEX. C. BUDGE, Clerk of the Council.

Min. 70-46, 23/11/70; confirmed, 1/12/70. Approved.—B., 2/12/70.

This seems to me to be a paper that ought to be seen by the Honorable the Attorney General.—

JOHN R., 28 April, /71.

The Under Secretary to the Department of the Attorney General, B.C., 28 April, 71.—H.H.

No. 26.

The Principal Under Secretary to The Police Magistrate, Moruya.

Sir,

Colonial Secretary's Office, Sydney, 8 December, 1870.

With reference to the investigation recently held by Mr. District Court Judge M'Farland at Moruya, concerning the complaints preferred against you as Police Magistrate, Coroner, &c., at that place, I am now directed by the Colonial Secretary to inform you that from the report of that investigation which has been furnished by Mr. M'Farland, the three following charges appear to have been sustained by the evidence adduced on the inquiry, viz. :—

- (1.) That at a public meeting convened by advertisement, and held at Moruya on the 4th May last, for the relief of the sufferers by floods, you being Police Magistrate of the district, and in the chair, without any just ground or reasonable provocation accused the Rev. J. J. Garvey, Roman Catholic clergyman of Moruya, then present by invitation, of having attended the meeting to "make a parade of his charity," and also charged "the predecessors" of that gentleman with having persecuted you for the last seventeen years.
- (2.) That during an inquest held in February last before you, as Coroner for the District of Moruya, respecting an alleged "infanticide" some years previously by the daughters of Mr. William Tarlington, you, after the examination of a witness called by yourself, namely, Mrs. Thomas Tarlington, daughter-in-law of Mr. William Tarlington, who had only been a member of his family for a few months, and against whom there was no ground of charge, ordered that lady from the Court-room into the Magistrates' room, directed a constable to close the door upon her, and without any rational cause kept her there during the examination of two other witnesses, and until the close of the day's proceedings.
- (3.) That during the same inquest you, having in an overbearing way ordered Abraham Emmett, one of the jurors there empannelled and serving before you as Coroner "to sit down" (when that gentleman suggested that a proper question should be asked of a witness then under examination), proceeded to threaten to "commit him" for "contempt of Court" because he complained to his fellow jurors of such treatment.

As regards the numerous other charges—in all twenty-one—I am to observe that so many either were abandoned or were left unsupported by sufficient evidence as (it is perceived with regret) to evince the existence of a desire to prejudice you in your capacity as an officer of the Government, as well as a strong animus and feeling of hostility towards you. Having regard however to the whole circumstances of the case, I am desired by the Colonial Secretary, under instructions from His Excellency the Governor, with the advice of the Executive Council, to censure you for the improprieties of conduct sufficiently proved and above enumerated, and further to call your serious attention, with a view to their correction for the future, to the failings to which you appear to be subject, namely, those of occasionally permitting your zeal as a Magistrate and Coroner to get the better of your judgment—of failing at times to exercise that command over your temper which is desirable in an officer discharging judicial duties—and too great readiness to construe slight and innocent circumstances into personal affronts.

I have it in command at the same time to apprise you that when a suitable opportunity occurs for transferring you to another Police Magistracy of corresponding emolument your availing yourself of such exchange will be facilitated by the Government, both for the sake of the Public Service and for that of your own comfort.

I have, &c.,

HENRY HALLORAN.

No. 27.

The Principal Under Secretary to Mr. J. Hulme.

Sir,

Sydney, 8 December, 1870.

Referring to my letter of the 12th October last, announcing the arrangement which had been made for an investigation to be held by Mr. District Court Judge M'Farland at Moruya, concerning the complaints preferred against Mr. Caswell, Police Magistrate, Coroner, &c., at that place, by the committee appointed to conduct the case against him, I am now directed by the Colonial Secretary to inform you that from the report of that investigation, which has been furnished by Mr. M'Farland, the three following charges appear to have been sustained by the evidence adduced on the inquiry, viz.:—

- (1.) That at a public meeting convened by advertisement, and held at Moruya on the 4th of May last, for the relief of the sufferers by floods, Mr. Caswell, being Police Magistrate of the district, and in the chair, without any just ground or reasonable provocation, accused the Rev. J. J. Garvey, Roman Catholic Clergyman of Moruya, then present by invitation, of having attended the meeting "to make a parade of his charity," and also charged "the predecessors" of that gentleman with having "persecuted him (Mr. Caswell) for the last 17 years."
- (2.) That during an inquest held in February last, before Mr. Caswell, as Coroner for the district of Moruya, respecting an alleged infanticide some years previously, by the daughters of Mr. William Tarlington, Mr. Caswell, after the examination of a witness called by himself, namely, Mrs. Thomas Tarlington, daughter-in-law of Mr. William Tarlington, who had only been a member of his family for a few months, and against whom there was no ground of charge, ordered that lady from the Court-room into the Magistrates' room, directed a constable to close the door upon her, and, without any rational cause, kept her there during the examination of two other witnesses, and until the close of the day's proceedings.
- (3.) That during the same inquest, Mr. Caswell, having in an overbearing way ordered Abraham Emmott, one of the jurors there empanelled, and serving before him as Coroner, "to sit down" (when that gentleman suggested that a proper question should be asked of a witness then under examination), proceeded to threaten to "commit him for contempt of Court," because he complained to his fellow jurors of such treatment.

2. As regards the numerous other charges—in all twenty-one—I am to observe that so many either were abandoned or were left unsupported by sufficient evidence as (it is perceived with regret) to evince the existence of a desire to prejudice Mr. Caswell, in his capacity as an officer of the Government, as well as a strong animus and feeling of hostility towards him.

3. Having regard, however, to the whole circumstances of the case, His Excellency the Governor, with the advice of the Executive Council, has been pleased to direct that Mr. Caswell be censured for the improprieties of his conduct, sufficiently proved and above enumerated; and that his serious attention be called to the failings to which he appears to be subject, namely, those of occasionally permitting his zeal as a Magistrate and Coroner to get the better of his judgment, of failing, at times, to exercise that command over his temper which is desirable in an officer discharging judicial duties, and of too great readiness to construe slight and innocent circumstances into personal affronts—with a view to their correction for the future.

4. The above decision has been communicated to Mr. Caswell, who has at the same time been apprised by the authority of the Governor and Executive Council, that when a suitable opportunity occurs for transferring him to another Police Magistracy of corresponding emolument, his availing himself of such exchange will be facilitated by the Government, both for the sake of the Public Service and for that of his own comfort.

I have, &c.,

HENRY HALLORAN.

No. 28.

Mr. J. Coman to The Colonial Secretary.

Sir,

Mullenderree, 14 August, 1871.

I do myself the honor of inviting your attention to a communication from the Hon. the Colonial Secretary's Office, enclosed and dated the 8th December, 1870, announcing the decision of the late Government respecting an investigation held by Mr. District Court Judge M'Farland, at Moruya, on the 24th October last, concerning certain complaints preferred against W. S. Caswell, Esq., Police Magistrate, Coroner, &c., at Moruya.

2. By the fourth paragraph of that communication it appears that Mr. Caswell has been apprised, on the authority of the Governor and Executive Council, that "when a suitable opportunity occurs for transferring him to another Police Magistracy of corresponding emolument his availing himself of such exchange will be facilitated by the Government, both for the sake of the Public Service as well as for his own comfort."

3. I have been requested by the committee, who managed the preliminaries preceding the investigation held before Judge M'Farland, and who acted on behalf of the signers of a memorial against Mr. Caswell, to respectfully beg to be informed whether Mr. Caswell has made any effort to comply with the evident wish of the Government, that is, to effect an exchange with any Police Magistrate of corresponding emolument, and if not, I am desired to appeal to the present Government to require him to do so.

4. Mr. Josh. Holme, the late secretary to the committee, having removed hence, I have been appointed in his stead.

I have, &c.,

JAMES COMAN.

The Under Secretary, Department of Attorney General, B.C., 19 August, 1871.—H.H.

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

ADMINISTRATION OF JUSTICE.

(W. S. CASWELL, Esq., POLICE MAGISTRATE, MORUYA—CORRESPONDENCE.)

Ordered by the Legislative Assembly to be printed, 2 May, 1878.

RETURN to an *Order* of the Honorable the Legislative Assembly of New South Wales, dated 27 July, 1877, That there be laid upon the Table of this House,—

“(1.) Copies of all Papers, Documents, Reports, and Minutes having
“reference to the recent proceedings before the Supreme Court in the case
“of Caswell against the Rev. J. Graham Love, now a confinee in H. M.
“Gaol, Darlinghurst, in consequence of such proceedings.

“(2.) Copies of all Correspondence, Minutes, &c., between the late Inspector
“General of Police, and W. S. Caswell, P.M., having reference to certain
“charges made by the latter against Sergeant Hitch.”

(Mr. Davies.)

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ADMINISTRATION OF JUSTICE.

No. 1.

Sergeant Hitch to The Superintendent of Police, Braidwood.

Moruya Police, 28 May, 1869.

SERGEANT Hitch, No. 548, reports, for the information of the Superintendent, that on Tuesday the 25th instant Sergeant Hitch was requested by the Police Magistrate to attend (together with Constables Olver and Williams) the Court, on Wednesday, the 26th instant, after the business of the same had been transacted, in order that the Police Magistrate might make comments upon the general bearing of Sergeant Hitch in particular, and that he, the Police Magistrate, was determined to alter the bearing of the Moruya police towards himself and other Magistrates, and that if he could not effect his purpose he would get all the Moruya police removed from Moruya.

Accordingly, Sergeant Hitch instructed Constables Olver and Williams to be present at the appointed time. After the business of the Court had been partly disposed of (a prisoner having to be dealt with), the Police Magistrate asked Sergeant Hitch if he had his constables in attendance, and on being answered in the affirmative, the Police Magistrate, after having obtained from Sergeant Hitch the Police General Order Book, also a copy of Police Regulations, referred to in particular to circular No. 262, 1st March, 1867.

The Police Magistrate then in open Court remarked that he did not intend to report the matter he was about to comment upon, but merely brought Sergeant Hitch and his constables there to comment on their past conduct. The Police Magistrate remarked that Sergeant Hitch had been guilty of disrespect towards him personally, and even insolence, and that he, the Police Magistrate, having been to Sydney, and on his returning to Moruya, Sergeant Hitch did not so much as welcome him back, nor sympathise with him in having been absent so long; that he met a welcome from all sides excepting from Sergeant Hitch, who never came near him, and that he treated that alone as a personal insult.

The Police Magistrate then continued that Sergeant Hitch did purposely show more disrespect on Monday, the 24th instant, by his being in the Court-house with his uniform cap on, and addressing him, the Police Magistrate, in the following terms—"Good morning," and whilst saluting him, did not so much as say, "sir." The Police Magistrate then said he had noticed for months past, that whenever he had suggested to Sergeant Hitch anything relative to police cases, or otherwise, that Sergeant Hitch purposely evaded. For instance, he, the Police Magistrate, quoted the matter of "Mumbla Jack," supposed murder at Bodalla, and he, the Police Magistrate, had taken more interest in that matter than in any other case, and that he had not met with sufficient support from Sergeant Hitch in the matter, and that he, the Police Magistrate, had received an intimation from the police that no further steps were going to be taken. He then said that Sergeant Hitch had been guilty of neglect of duty. The Police Magistrate then referred to and read a correspondence between himself and the Honorable the Attorney General in "Mumbla Jack's" case, relative to the latter gentleman doubting whether the Bench of Magistrates at Moruya should grant a renewal of publican's license to Mr. James M'Gregor, at "Bodalla Inn," on account of the death of "Mumbla Jack." That Sergeant Hitch had been guilty of gross disrespect towards himself and the Honorable the Attorney General in not opposing Mr. M'Gregor's license when suggested by the Police Magistrate.

The Police Magistrate then referred to and read all correspondence between himself and the Superintendent of Police at Braidwood, relative to the Police Magistrate suggesting to Sergeant Hitch the propriety of prosecuting a man named Nicholas George, at Mogo, mining without a miner's right, and read all the correspondence upon the affair in open Court, and ended by charging Sergeant Hitch with direct neglect of duty, at the same time reading out section 3 Police Regulations. The Police Magistrate then stated that he did not consider the police paid sufficient respect to the Clerk of Petty Sessions, and also quoted section 3 Police Regulations, that the Clerk represented the Bench during their absence, and that the police should obey any order he, the Clerk, might give. For the last six weeks, the Police Magistrate stated, no policeman had been on duty at the Court-house, and insisted upon having one stationed there all and every day, to go on messages, and to receive Magistrates' horses and other gentlemen's that attended the Court; and that if these comments or criticisms upon the police did not have the desired effect, he, the Police Magistrate, would cause all the police to be removed from Moruya; and further added that he did not intend to any more report these matters to the authorities, but deal with them himself from the Bench, and that he merely brought the police there for the purpose of exposing them.

Sergeant Hitch would respectfully submit to the Superintendent that the attached proceedings took place in the open Court, and before the public. Sergeant Hitch would add, that should the Superintendent deem it necessary, that he, Sergeant Hitch, will give a full explanation of the matter.

NELSON B. HITCH,

Sergeant.

Submitted.—J. W. ORRIDGE, Superintendent, 6th June, 1869. The Insp. Gen. of Police, Sydney.

No. 2.

Sergeant Hitch to The Superintendent of Police, Braidwood.

Moruya Police, 31 May, 1869.

SERGEANT Hitch, No. 548, reports, for the information of the Superintendent of Police, that Mr. Byrne, the Clerk of Petty Sessions, has of late been in the habit of giving most peremptory orders to the Moruya police in the presence of Sergeant Hitch and otherwise. On the 21st instant Constable Olver was addressed by Mr. Byrne in the following way:—"You go and fetch Mr. Gannon in (meaning the Justice of

of the Peace), I want him." As Constable Olver considered the above order an infringement of his authority as a Clerk of Petty Sessions, respectfully remarked that he (Mr. Byrne) had better see (if convenient) the Sergeant in the matter, as he (the Sergeant) might not be able to spare him.

On Tuesday, the 25th instant, the Clerk of Petty Sessions called out in a most arbitrary manner to Constable Olver, who was then in company with Sergeant Hitch, on town duty: "Hi! Olver, I want you"; and upon seeing Constable Williams, said, "Oh! you may go on, I don't want you now; you may go on."

On the same day the Clerk of Petty Sessions ordered Constable Williams in a most unbecoming way to go to work at once and open a bale of aborigines' blankets, and brand them, expressing himself in these terms, "Here, go to work and brand these blankets." Sergeant Hitch being then present.

On the following day, and during the proceedings of the Police Court, already reported, and when Sergeant Hitch was charged by the Police Magistrate with disrespect to the Clerk of Petty Sessions, he (the Clerk of Petty Sessions) remarked to the Police Magistrate that "he never met with any more respect than any common man."*

The Clerk of Petty Sessions, on this occasion, behaved in a manner which did not escape the attention of those present towards Sergeant Hitch. Being so unnecessarily attacked, Sergeant Hitch respectfully placed himself under the protection of the Bench, but was quite ignored by being told to report the conduct of the Clerk, if he felt inclined. Mr. Byrne remarked that he would make the police obey him, and what were they here for but to do so.

Sergeant Hitch would most respectfully remark that the Police Magistrate and Clerk of Petty Sessions have taken all control out of his hands in interfering with the interior management of the Force.

Sergeant Hitch respectfully seeks protection from his Superintendent.

NELSON B. HITCH,

Sergeant.

Submitted.—J. W. ORRIDGE, Superintendent. 6 June, 1869. The Inspector General of Police, Sydney.

* On being asked by me on my visit to Moruya, the C.P.S. informed me that he had no complaint to make against the police.—J. W. ORRIDGE, Superintendent, 27/8/69.

No. 3.

The Inspector General of Police to The Police Magistrate, Moruya.

Police Department, Inspector General's Office,
Sydney 5 June, 1869.

Sir,

Annexed I have the honor to transmit a paragraph taken from the *Herald* newspaper of this date, and in reference thereto, beg leave to request that you will inform me if your remarks have been correctly reported therein, and that you will favour me by stating the instances and circumstances in which you and the other Magistrates acting on the Bench have experienced disrespect from members of the Police Force stationed at Moruya; and also to particularize any cases in which the police have, in your opinion, neglected their duties.

I adopt this course, as it is obvious that such grave charges, affecting so seriously the efficiency of the Police Force in that district, cannot be allowed to rest without such a close investigation as will admit of the proper remedy being applied.

Requesting the favour of an early reply,—

I have, &c.,

JNO. McCLERIE,

Inspector General of Police.

[Enclosure to No. 3.]

Police Department, Inspector General's Office, Sydney, 5 June, 1869.

(Extract from *Sydney Morning Herald*, 5 June, 1869.)

Country Magistrates and the Police.

It appears, from the subjoined extract taken from the *Moruya Telegraph*, that the police and the Bench in that locality do not work together harmoniously, as the Police Magistrate, on the 26th ultimo, felt called upon to offer the following remarks on the matter:—

He had consulted with his brother Magistrates (Messrs. Collett and Flanagan) on what he conceived to be a systematised spirit of discourtesy which the police of that town had lately adopted towards himself and brother Magistrates. After referring to two or three circumstances in which they had manifested this spirit, he read the contents of a general order, signed by the Inspector General of Police, bearing upon the subject, and in which it was stated that the police would incur a penalty by not adhering to the custom of showing proper respect to the Magistracy. He had noticed for some considerable time that he was not only treated in a disrespectful manner, but that very often any suggestion he might think it necessary to make was set aside and treated with contempt. In particular, a case with reference to a dispute arising on the Mogo Gold-field was mentioned. He read a letter from the Attorney General relating to the murder of the aboriginal, "Mumbra Jack," at Bodalla, and informed the police that the Honorable Attorney General was under the impression the inquiries respecting the circumstances which caused the death of the blackfellow were not as searching as they should have been; and although the Attorney General had on several occasions written pointing out the necessity of instituting proceedings against certain persons who, although they may not have been criminally concerned, it was necessary to bring to trial, no steps whatever had been taken to carry out the Attorney General's suggestion, although read to the Sergeant.

In conclusion, he expressed his astonishment at the disrespect he was treated with, especially since his return from Sydney; and amongst other practices adopted by the police in pursuing this conduct, he mentioned that the Magistrates when entering the Court were not unfrequently greeted with salutes by policemen in sitting postures at the door, and also that Sergeant Hitch, on the previous day had, with his hat on, and sitting on one of the stools in the Court-house, bade him good morning. But it was not these special acts he particularly wished to refer to, but to the general tone of discourtesy and the frequency with which his suggestions, which might have been orders, had been disregarded. If these remarks had not the desired effect, the Bench would have to make such a representation to head-quarters as would lead to the removal of the offending members of the police from this district.

This paragraph is forwarded to Sergeant Hitch for report, which will be forwarded to the Inspector General of Police before other steps are taken. Such an expression of opinion by the Bench is calculated to damage the Force in the estimation of the public, and there must have been strong grounds to call it forth.

J. W. ORRIDGE,

Superintendent, Southern District.

Sergeant Hitch, Moruya.

No. 4.

No. 4.

Sergeant Hitch to The Inspector General of Police.

Moruya Police, 8 June, 1869.

SERGEANT HITCH, No. 548, respectfully reports, for the information of the Inspector General of Police, that he is not aware of a single or wilful act or instance on the part of the police at Moruya, of discourtesy, neglect of duty, or of want of proper respect due to the Magistracy, as alluded to generally by the Police Magistrate.

With regard to the two or three circumstances alluded to in which the police were charged with manifesting this spirit of discourtesy, Sergeant Hitch would add that Constable Olver brought under his notice the peremptory order he had received from the Clerk of Petty Sessions on the 21st of May last; the latter exclaimed "Hi! Olver, you go out for Mr. Gannon, tell him to come in, I want him," meaning the J.P. The constable asked what he wanted him (Mr. Gannon) for, was it for a police case; the Clerk answered it was for Mr. M'Mahon's case, meaning a transfer of a publican's license. The constable answered, "You had better see the Sergeant." About an hour afterwards in the Court-house, the C.P.S. informed Sergeant Hitch that a Magistrate was required for Court duty, that he had requested Constable Olver to go for Mr. Gannon, but it did not seem that he had gone. Sergeant Hitch replied, "If you write a note I will send it," which was despatched immediately by Sergeant Hitch, who would further state, that on the morning of the 24th May, passing in company with Constable Olver by the Court-house the C.P.S. called out, "Hi! Olver, go and take this piece of tin to the blacksmith." On Constable Williams appearing at the Court, the C.P.S. said to Constable Olver, "You can go on, I don't want you." These orders were given at the top of his voice and in an authoritative manner.

Exclusive of the two cited acts, the Sergeant is not aware of any act relating to discourtesy on the part of the police, and respectfully maintains they are unjustly charged with the same, and Sergeant Hitch, subject to correction by the Inspector General, would question the undisciplined manner of the C.P.S. giving orders to the constables peremptorily when the senior officer in charge of police was present; the constables themselves deeming that orders from the C.P.S. should be given through their immediate officer.

Relative to papers in connection with the Mogo mining case, and those of "Mumbla Jack," Sergeant Hitch would respectfully refer the Inspector General to the reports from Sergeant Hitch to his Superintendent, with the latter's minutes thereon, as satisfactorily explained by the police.

Relative to the individual pointed out by the P.M. as necessary to institute proceedings against in connection with "Mumbla Jack," James M'Gregor, who keeps the "Bodalla Inn," as being censurable for supplying liquor to the aborigines; after repeated inquiries by the Moruya and Nerrigundah Police, they failed in obtaining any evidence or slightest clue to connect him in so doing,—this fact having been hitherto represented to and explained to the Superintendent when on his last tour of inspection at Moruya and Nerrigundah.

Relative to the concluding sentence of the Police Magistrate's, expressing his astonishment at disrespect towards him on his return from Sydney, Sergeant Hitch on his part denies the assertion made, and that he has not to his knowledge in one single instance been guilty of saluting Magistrates in a sitting posture. Sergeant Hitch begs to explain the instance quoted in connection with his name. On the 24th May last, Sergeant Hitch was inside the front door of the Court-house in conversation with the C.P.S., and were both sitting down on a form, Sergeant Hitch had his uniform cap on; inadvertently while thus talking, the P.M. entered quickly by a side door, noticing which Sergeant Hitch immediately arose, and hurriedly took off his cap, adding "Good morning, sir," no disrespect whatever being either expressed or implied. Since the arrival of Sergeant Hitch at Moruya Station, neither himself nor the constables have been charged by the Magistracy with any acts of disrespect or breaches of discipline whatsoever, and the present instance is more the result of private existing animosities on the part of the P.M. against Sergeant Hitch than that of censurable matter as stated in newspaper paragraph attached.

These latter remarks Sergeant Hitch makes on existing good grounds, and sincerely hopes the Inspector General will grant him a fair hearing.

With reference to the newspaper report of the matter, it is not a faithful account of what did actually take place, and Sergeant Hitch would wish to refer to his report of the case to his Superintendent, dated 28th May ultimo.

NELSON B. HITCH,
Sergeant.

No. 5.

The Inspector General of Police to The Bench of Magistrates, Moruya.

Police Department, Inspector General's Office,
Sydney, 20 July, 1869.

Gentlemen,

I have the honor to request that you will be good enough to favour me with a reply to my letter of the 5th ultimo, No. 69-30, having reference to a paragraph which appeared in the *Herald* newspaper, reflecting on the police in your district.

I have, &c.,
JNO. McLERIE,
Inspector General of Police.

No. 6.

The Police Magistrate, Moruya, to The Inspector General of Police.

Court House, Moruya, 27 July, 1869.

Sir,
In acknowledging the receipt of your letter of the 20th instant, referring to a former communication of the 5th ultimo, I do myself the honor to state that I replied to that through the Honorable the Attorney General, on the 6th instant, a copy of which is herewith enclosed.

I have, &c.,
W. STEWART CASWELL,
P.M.

[Enclosure

[Enclosure to No. 6.]

The Police Magistrate, Moruya, to The Attorney General.

Sir,

Court House, Moruya, 6 July, 1869.

Vide No. 3.

I do myself the honor to transmit herewith a communication from the Inspector General of Police, on the subject of certain remarks made by me from the Bench, reported in the *Moruya Telegraph* newspaper, and re-copied into the *Sydney Herald*, and requiring detailed information for the purpose of instituting an investigation into the conduct of the police. The newspaper report is perfectly correct, but so far as the article in question has reference to the demeanour of the constables towards the Magistrates, and myself in particular, they are unanimously of opinion that the censure administered was sufficient punishment, and therefore decline proceeding with the matter.

With regard to the case of "Mumbla Jack," the whole of the proceedings are in your office, and my allusion to it was caused more by the way in which Sergeant Hitch received the suggestion I made (prompted by your expressions of dissatisfaction) than by my own opinion of his neglect of duty, as that consideration was the province of the Police Department, through which I was aware he had received special instructions. Under these circumstances it appears to me advisable to solicit you to forward the decision of the Magistrates to the Inspector General of Police, accompanied by any observations you may think necessary.

In the Mogo Gold Field dispute, Sergeant Hitch declined acting on my suggestion, but subsequently, under instruction from his officers, he carried the law into effect.

I have, &c.,

W. S. CASWELL,
P.M.

No. 7.

The Inspector General of Police to Superintendent Orridge.

28 July, 1869.

Papers relating to Mr. Caswell's complaints against the Moruya Police, now transmitted to Supt. Orridge with the Attorney General's observations.

SERGEANT HITCH's reports are too lengthy to submit for the Attorney General's information, and a brief report detailing what was done by the police in "Mumbla Jack's" case should be given. I am not now prepared to admit that the matter should be allowed to drop. If Sergeant Hitch and the other police have been guilty of the neglect and misconduct imputed to them, they should be replaced by other and more efficient men. If, on the other hand, they have been publicly held up as objects of censure which they consider undeserved, then I think they should be allowed an investigation. I think it therefore desirable that Superintendent Orridge should visit the sub-district, and see for himself how the police are performing their duties, and if the public have any complaints to make, to investigate the same; also to see each of the Magistrates resident in the district personally, and consult with them as to the misconduct attributed to the police, reporting the result for further consideration.

JNO. McLERIE,
I.G.P.

[Enclosure to No. 7.]

The Attorney General to The Inspector General of Police.

The Attorney General's observations.

FORD. to the I.G.P. I have no remarks to make, except that I thought, and still think, it matter for regret that some more searching inquiry was not made into the case of "Mumbla Jack's" death than has come to my knowledge.

W.M.M., A.G., 26/6/69.

No. 8.

Superintendent Orridge to The Inspector General of Police.

Police Department, Superintendent's Office,

Southern District, Braidwood, 27 August, 1869.

Sir,

I have the honor to report that, as directed by your minute of the 28th ultimo, number 69/136, I proceeded to Moruya, and reached there on the evening of the 11th instant. On the following morning I inspected the police and station, and found everything in very satisfactory order.

On the 14th I met, by arrangement, all the Magistrates of the Moruya Bench (Mr. Caswell, P.M., and Messrs. Collett, Gannon, M'Koen, and Flanagan, J.P.'s), and informed them of the object of my seeing them.

Mr. Caswell stated that his strictures had reference solely to personal disrespect, and that he did not charge the police with neglect of duty in the cases cited in the newspaper paragraph.

Messrs. Collett and Gannon said that they had not been treated personally with disrespect, though Mr. Collett believed he had been saluted by police sitting in the Court-house when coming in, but did not remember by whom, or when; and Mr. Gannon had an impression that before the reprimand the police were not so courteous as they might be.

At the same time, Mr. Gannon desired to bring under my notice that he had been struck by the extremely efficient way in which Sergeant Hitch and the police (Constables Olver and Williams) had performed their duty at the Moruya Races in April last.

Mr. M'Koen was absent in Sydney, and knew nothing about the matter.

Mr. Flanagan considered that the conduct of the police had been wanting in respect.

All the Magistrates were of opinion that no further steps should be taken in the matter, declined themselves to take any, and wished it to be allowed to drop.

They were also unanimously of opinion that the police were then doing their duty efficiently and well, that they were perfectly satisfied, and desired that there should be no change in the members of the Force stationed at Moruya.

Constable Williams was transferred to Moruya from Braidwood on the 26th April last, and informed me that, owing to the Police Magistrate's absence in Sydney, he had never seen Mr. Caswell till the day before the reprimand was given. All the police, on being asked by me, denied that they were deserving of the censure.

I forward a special report from Sergeant Hitch as to the steps taken in "Mumbla Jack's" case.

I remained in the Moruya Sub-district (visiting Nerrigundah and attending an inquest, at Bodalla, on a fire), till the morning of the 21st instant, and have every reason to believe that the police are performing their duties efficiently, and are respected by the public.

I attach a letter from a clergyman respecting them received previous to my visit.

No complaints were made to me whilst at Moruya.

I do not think any further investigation necessary, but beg to suggest that the Police Magistrate might perhaps be requested, in the event of his having reason to complain of the police in future, to follow the usual official course, so that charges may be inquired into and dealt with by the Superintendent in charge of the district, or by the Bench, as directed by the Act. A severe censure in open Court and in presence of reporters is a humiliation that, whether deserved or not, is calculated to damage those members receiving it in the estimation of the public, and to bring discredit on the whole department.

I have, &c.,

J. W. ORRIDGE,
Superintendent, Southern District.

[Enclosures to No. 8.]

Sergeant Hitch to The Superintendent of Police, Braidwood.

Moruya Police, 16 August, 1869.

SERGEANT Hitch, No. 548, reports, for the information of the Superintendent of Police, Braidwood, that on returning from Sydney on the 9th of January last, where he had been on duty since the 2nd, Constable Carden informed him that a black-fellow, named "Mumbla Jack," had died on or about the 30th of December last, near a place called Tilba Tilba, and that before dying he said he had been beaten at Bodalla by one Conolly and mob on Boxing Day (26th). Sergeant Hitch proceeded to Bodalla to make inquiries, and there saw a Mr. Clarke, storekeeper, also a Mrs. Smart, who was housekeeper for Mr. James M'Gregor, the landlord of the "Bodalla Inn," who was from home. The storekeeper, Mr. Clarke, informed Sergeant Hitch that he saw "Mumbla Jack" on the 27th (Sunday), who asked him for a basket containing crockeryware, for Mr. Forster, at Wagonga, which "Mumbla Jack" had been expected to fetch from Bodalla. Mr. Clarke gave the basket to "Mumbla Jack" on the day following, who did not complain of anything being the matter with him. Mrs. Smart saw him also at that time, and informed Sergeant Hitch that she noticed nothing the matter with him, nor did he complain.

The matter had been reported to the Coroner.

Sergeant Hitch saw some of the aborigines who were with "Mumbla Jack" at Bodalla, but could obtain no information from them; one said they had a row at their camp at "Wittaker's Creek," over a game of cards and their gins, and that "Mumbla Jack" was concerned in it.

Sergeant Hitch despatched Constable Olver to Wagonga to Mr. Forster's to make inquiries about the case, forwarding a letter to him asking him to give any information he might be possessed of, and to render every assistance in his power. At the same time Constable Olver brought a man from Tilba Tilba, distant 60 miles from Moruya, who, when examined, knew nothing concerning the matter.

Sergeant Hitch went in search of more aborigines, and found Dickey Bolloway, Mickey Connors, and a gin named Sally, and on questioning them could elicit nothing. Sergeant Hitch proceeded to Bodalla and saw Mr. James M'Gregor, the landlord of the "Bodalla Inn," and tried to glean information from him, but he could give none—he knew nothing of any fight taking place. The Nerrigundah police were assisting in instituting inquiries, but learned nothing to lead to any steps being taken. Sergeant Hitch heard that shortly before "Mumbla Jack" left Bodalla he was jumping over some stringy-bark held by some persons, who in fun tripped him, causing him to fall upon his hands and knees; he also performed gymnastics at the inn. No one could give any information relative to what "Mumbla Jack" is said to have expressed to his gin about Conolly and his mob.

Sergeant Hitch saw Mr. Champneys, overseer to T. S. Mort, Esq., of Bodalla, who gave him every assistance, but knew nothing of "Mumbla Jack's" death. Also Thomas M'Manns and Mortimer Hayes were seen and questioned by Sergeant Hitch, who were at Bodalla at the time in question.

Conolly and James M'Gregor were summoned to give evidence in the matter of the supposed death by violence of deceased, but the Police Magistrate could find out nothing to connect any one. The body had been interred before the police heard anything of the matter; and Sergeant Hitch would most respectfully remark that no *post mortem* examination was made, nor any medical testimony given to assist the police in arriving at any conclusion as to how deceased came by his death.

Senior-constable Irwin, of the Nerrigundah police, acting in conjunction with Sergeant Hitch, attended the inquiry, and furnished a report of the same.

After the deceased taking the basket of crockery from Bodalla to Wagonga, a distance of 15 or 20 miles, he did not complain to Mr. Forster of anything being the matter with him, but rode in some horses from the bush, and afterwards swam in the river.

The police endeavoured to obtain information to prosecute James M'Gregor for giving spirits to the aborigines, but as there are no police nearer to Bodalla than 15 miles, were unable to procure evidence of his having done so. It was stated by Conolly that persons were under the influence of drink at Bodalla on the Sunday in question, which was contradicted on oath.

Nothing whatever has transpired since to lead the police to believe that deceased died from foul play. They did not hear of any disorderly conduct at "Bodalla Inn" until it was too late to file an information against the publican, as such, for any breach of the Sale of Liquors Licensing Act, should be laid within a month.

NELSON B. HITCH,
Sergeant.

The Rev. A. T. Puddicombe to Superintendent Orridge.

Sir,

Moruya, 30 July, 1869.

Having heard that it is contemplated, in consequence of intended retrenchments in the Police Department and certain questions relating to barrack accommodation, to remove Constable T. Olver or Sergeant N. B. Hitch, if not both of them, from Moruya, I am induced, as the minister of the church to which they belong, and therefore intimately acquainted with them, to beg that, if not absolutely necessary, this step may not be taken, and to bear the highest testimony to the good character and thorough respectability of both these officers.

The moral influence which the police exert by their social example is to my mind of the greatest importance to a district. A low moral tone on their part robs a district of much of the real benefit resulting from the performance of their official duties, while a high moral tone greatly increases it.

On this account, I, in conjunction with many others, should very much regret the removal of men who have conducted themselves with such marked respectability as Hitch and Olver.

Hoping that this note may have some effect in preventing a change in our police, should such change be contemplated,—

I remain, &c.,

ALFRED T. PUDDICOMBE,
Minister, Church of England.

Mr. Orridge will see by the tenor of my reply to the Bench (copy annexed) that I do not consider anything further need be done. I have submitted a copy of Sergeant Hitch's report on "Mumbla Jack" to the Honorable the Attorney General.—J. McLERIE, I.G.P., 30 Aug., 1869. Sup. Orridge, Braidwood.

Noted and returned.—J. W. ORRIDGE, Superintendent. The Inspector General of Police, Sydney, 2/9/69.

No. 9.

The Inspector General of Police to The Bench of Magistrates, Moruya.

Gentlemen, Police Department, Inspector General's Office, Sydney, 30 August, 1869.

Referring to the recent correspondence respecting a paragraph which appeared in the *Sydney Morning Herald* reflecting upon the police in your district, I have now the honor to state that Superintendent Orridge having visited the district, and conferred with you on the subject of the complaints made against the police, does not find you question the efficiency of the men in any way, and that you neither desire any change by way of transfer of any of the men, nor do you consider there is any charge of misconduct against them calling for inquiry or punishment.

I have also received letters from influential residents in the district bearing the highest testimony to the efficiency and respectability of the sergeant and constables at Moruya.

Under these circumstances I have no grounds for directing any further investigation into the conduct of the police, so severely commented upon by the Police Magistrate; and in transmitting for your information an extract from Superintendent Orridge's report upon this matter, in which I entirely concur, I can only regret that, if any ground for complaint existed, the course which has been courteously adopted in all other instances within my knowledge was not followed in this. However, as I am held responsible for the discipline and good behaviour of all the members of the Police Force, I should deem it my duty under a recurrence of similar circumstances to submit a report of the case to the Government, in order that full inquiry might be instituted.

I have, &c.,

JNO. McLERIE,
Inspector General of Police.

[Enclosure to No. 9.]

Extract from Superintendent Orridge's report, dated 27 August, 1869.

"No complaints were made to me whilst at Moruya. I do not think any further investigation necessary; but beg to suggest that the Police Magistrate might perhaps be requested, in the event of his having reason to complain of the police in future, to follow the usual official course, so that charges may be inquired into and dealt with by the Superintendent in charge of the district, or by the Bench, as directed by the Act.

"A severe censure in open Court, and in presence of reporters, is a humiliation that, whether deserved or not, is calculated to damage those members receiving it in the estimation of the public, and to bring discredit on the whole department."

No. 10.

The Bench of Magistrates, Moruya, to The Inspector General of Police.

Sir,

Court House, Moruya, 13 September, 1869.

In acknowledging the receipt of your letter of the 30th ultimo, referring to the recent correspondence as to the conduct of the police stationed at Moruya, we do ourselves the honor to express regret that you should attribute discourtesy to us, and we assure you we had not the slightest intention of offering any. As there is no necessity now for further investigation, we are pleased to hear you do not think it is required.

In adopting the course you appear to consider so objectionable, the Magistrates thought that circumstances required them to act as they did, in order to secure the due subjection of the police to the authority of the Bench; and should anything of the kind recur, we must still uphold our right to exercise our judgment as to the best mode of procedure. We are quite satisfied with the results in the present case.

We have to take exception to the manner in which you try to impeach the value of our opinion by alluding to the testimony of "influential residents," persons who could know nothing of the misconduct which was so properly censured; and we also question the propriety of your enclosing an extract from the correspondence of any police officer for the purpose of dictating to the Magistracy. It is the misconduct of members of the Police Force which brings discredit on the department, and not their punishment, as Superintendent Orridge would assert.

In conclusion, we assure you that it is our desire, as it always has been, to work in unison with your department so long as nothing may be required from us derogatory to the Bench.

We have, &c.,

W. STEWART CASWELL, P.M.
W. T. COLLETT, J.P.
W. T. FLANAGAN, J.P.
TIMOTHY GANNON, J.P.

Forwarded for Superintendent Orridge's perusal. I was under the impression this subject would have been allowed to drop; as it has not, I have felt compelled to write a reply, of which the annexed is a copy.—JNO. McLERIE, Inspector General of Police, 17/9/69. Supt. Orridge, Braidwood. Read and returned.—J. W. ORRIDGE, Superintendent, 18/9/69. The Inspector General of Police, Sydney.

No. 11.

The Inspector General of Police to The Bench of Magistrates, Moruya.

Gentlemen,

Police Department, Inspector General's Office,

Sydney, 17 September, 1869.

In acknowledging the receipt of your letter of the 13th instant, having reference to the recent correspondence respecting a paragraph which appeared in the *Sydney Morning Herald*, reflecting on the police in your district, I have the honor to state that I have no desire to prolong the correspondence, the subject having, in my opinion, already occupied more attention than the circumstances demanded.

I beg leave, however, to observe that whenever the conduct of any member of the Police Force, which I have the honor to command, is brought under review, I shall adopt such a course as may to me seem fit, without varying from the regular practice to meet the views of a Bench pursuing an exceptional course, such as that adopted in this instance. The fact that I am responsible for the good behaviour and discipline of the Force has apparently been altogether overlooked.

Further, I regret I cannot concur with you in feeling satisfied with the results in the present case, though I abstained previously from expressing the opinion which I now do, that the police were unnecessarily and undeservedly held up to public reprehension, and it appears to me conclusive that, under such circumstances, they can hardly be expected to perform their duties so as to ensure the consideration and respect from the public which is not accorded to them by the Magistracy.

I have, &c.,

JNO. McCLERIE,

Inspector General of Police.

No. 12.

Information and Depositions.

Information—(General Purposes.)

New South Wales, }
Moruya (Broulee), } Barlow v. Cornett:—Vagrancy, using abusive language in a public place, 15 Vic.,
to wit. } No. 4, sec. 6.

BE it remembered, that on this 20th day of May, in the year of our Lord one thousand eight hundred and seventy-six, at Moruya (Broulee), in the Colony of New South Wales, Reginald Heber Barlow, of Corla (Broulee), in aforesaid Colony, appears before me, the undersigned, one of Her Majesty's Justices duly assigned to keep the peace of our Lady the Queen, in and for the Colony of New South Wales, and complains to me, that on the 16th day of May, in the year of our Lord one thousand eight hundred and seventy-six, James Cornett, aforesaid, sergeant of police, did in a certain public place, namely, Vulcan-street, in the town of Moruya aforesaid, use towards this complainant abusive language, to wit, "You are a dirty gentleman, a common informer, and a nuisance in the place by your scribbling," whereby a breach of the peace might have been occasioned, contrary to the Act in such case made and provided (15 Vic. No. 4, sec. 6); whereupon the said Reginald Heber Barlow prays that I, the said Justice, will proceed in the premises according to law.

REGINALD H. BARLOW.

Sworn at Moruya (Broulee), in the said Colony, }
on the day first above written, before me,— }

TIMOTHY T. GANNON,

Justice of the Peace.

Police Court, Moruya (Broulee), Tuesday, 23 May, 1876.

New South Wales }
to wit. } Before Wm. Caswell, P.M., W. J. Collett, J.P., and Wm. Hy. Simpson, J.P., Esqs.

Barlow v. Cornett:—Using abusive language in a public place, Vulcan-street Moruya (15 Vic. No. 4, sec. 6).

Plea—Not guilty.

Reginald Heber Barlow, on oath states:—I am a private surveyor residing at Tuross; I was articled to an architect in London; on the 16th instant I was in Vulcan-street, in this town (Moruya), when and where I met Sergeant Cornett (the defendant); I saw him passing the Court-house, he had a chain in his hand; I was standing at the time in Mr. Emmott's verandah (store); he (the defendant) held the chain up in his hand, and let a portion of it fall down; I passed over to him, and he said, "That's what I am going to chain the boat up with"; he then went across to Jeffery's, the blacksmith, and the two came down together to the boat, which was moored on the approach to the ferry on the Moruya side of the river; I warned Jeffery not to touch the boat, and I also warned the defendant not to do so, stating that the said boat had been purchased by me; the defendant told me not to make a fool of myself; I told him this was the second time that he had caused me inconvenience through the neglect of his duty, that once before I asked him to attend to some duty at Tuross, and that instead of being there I found him land-jobbing at Mr. Barton's with Mr. Nelons; the defendant upon this went into a violent passion, and said this was no business of mine, and that I should attend to my own business; I said I would inform against him; he said, "You think you are a great writer; you have been scribbling for Carew, and making a nuisance of yourself about the place; you are only a common informer"; I felt very indignant at those expressions of the defendant, and said to him, "How dare you use such expressions to a gentleman"; he replied, repeating it, "A gentleman, a gentleman! you a gentleman!" and he threw up his hands and gave a hoarse derisive laugh at me, saying at the same time, "You are the dirty gentleman;" after this I stayed speaking to him for a few moments; he then called me a scrubber, and kept repeating the expressions, derisively, of my being a gentleman; I then came up the town and wrote a notice which I intended to put on the boat I had purchased; I took the notice down for the purpose stated, and was proceeding to tack it (the notice) on to one of the thwarts, when the defendant pushed me violently on one side and snatched the paper out of my hand; I then came up to the Police Office and spoke to Constable M'Carthy, the lock-up keeper; the defendant then came up the street with the notice I had intended to have tacked on to the boat in his hand; he pushed this notice before my face, asking me to put it in my pocket, remarking in a sneering manner that surely a gentleman would never be an informer; this remark he repeated, I dare say, a dozen times, and kept thrusting the paper in my face; I then left; the language complained of was used at the bridge in Vulcan-street; that is where the defendant called me a common informer.

Cross-examined by defendant: When I first saw you on the 16th instant, with the chain in your hand, I was, as I have already stated, under Mr. Emmott's verandah, or just outside it; I believe I did ask you where you were going; I believe you said that you were going down to the boat, or words to that effect; you said you were going down to chain up the boat; I don't remember saying anything particular

on the occasion as we were going down to the boat ; I did dare you to touch the boat ; you did tell me that if you were doing wrong I could have redress, but not to interfere with you in the discharge of your duty ; I was excited ; I went to the lock-up keeper to ask him to arrest you for stealing the paper referred to ; I think it is very probable that I did call you a common policeman after you used the expressions you did to me ; I did say to you that I would have you dismissed ; I swear that I did not say to you that I would have you shifted for trucking in land ; I was never told by a Magistrate in this Court that he would not believe my evidence I gave on my oath, and I will swear that I have no vindictive feeling against you ; the notice you handed to me is the one I intended to put on the boat (exhibit A) ; you drew my attention to a police notice on the boat ; I read said notice, and that too before attaching my own notice to said boat.

Taken and sworn at place and date }
first before written, before us,— }

REGINALD H. BARLOW.

W. STEWART CASWELL, P.M.
W. T. COLLETT, J.P.
W. H. SIMPSON, J.P.

For the defence:—

James M'Carthy on oath states : I am a constable and the lock-up keeper at Moruya ; Mr. Barlow the complainant came to the lock-up on I believe the 16th instant ; he asked me if I was on duty, I said, " Yes, if there is anything particular " ; he said, " I want to give Cornett in charge " ; I said, " What for ? " he said, " For robbery " ; I said, " In what way did he rob you ? " he said, " By stealing my paper that I was putting on my boat ; I consider it as bad as highway robbery, a highwayman could not have done worse " ; I said, " I cannot understand this " ; but he said, " I want you to take Cornett in charge—I give him in charge for robbery " ; I said, " What has Mr. Cornett got to do with the boat ? " he afterwards said, he meant Cornett (the defendant).

To the defendant : When you handed the paper to complainant, you did not do so in a sneering way.

Taken and sworn at place and date first }
written, before us,— }

JAMES M'CARTHY.

W. STEWART CASWELL, P.M.
W. T. COLLETT, J.P.
W. H. SIMPSON, J.P.

Robert James Jeffery on oath states:—I am a blacksmith, residing at Moruya.

To the defendant : I remember going with you on the 16th instant to do a job to a boat at the ferry ; Mr. Barlow, the complainant, warned me not to touch the boat ; I told him as a business man I had to do it ; he said the boat was his property.

To the Bench : I did not hear the defendant call the complainant a common informer, I did not hear him say to complainant, you are a dirty gentleman ; I was away for five minutes during the altercation between complainant and the defendant at the boat.

Taken and sworn at place and date first }
before mentioned, before us,— }

R. J. JEFFERY.

W. STEWART CASWELL, P.M.
W. T. COLLETT, J.P.
W. H. SIMPSON, J.P.

The defendant, James Cornett, is hereby fined the sum of £2 sterling, inclusive of cost (fees) of Court 5s. 10d. ; in default of immediate payment, one week's imprisonment in the lock-up at Moruya. By us, at place and date first before written,—

W. STEWART CASWELL, P.M.
W. T. COLLETT, J.P.
W. H. SIMPSON, J.P.

[Exhibit A.]

NOTICE.

THIS boat is my property, having been purchased by me at public auction. To remove the same without my permission is breaking the law.

16th May, 1876.

REGINALD H. BARLOW.

No. 13.

The Rev. J. G. Love to Captain Zouch.

My dear Sir,

The Parsonage, Moruya, 25 May, 1876.

I beg leave to draw your attention to certain proceedings which took place in this Police Court on Tuesday last, in which a very popular officer of yours, Sergeant Cornett, was, in the opinion of most people here, very unjustly sentenced by the Police Magistrate, W. S. Caswell, to pay a fine of £2 and costs of Court. Barlow, the plaintiff, bears a very indifferent character, and was told some time ago in this Police Court by the P.M. himself that he would not believe him on his oath. With your permission, I will mention two matters respecting him which came under my own notice.

About eighteen months ago, the Rev. S. Percival, late of Bombala, wrote to me complaining that Barlow, to whom he had lent a horse which he valued very highly, had never returned him, though Mr. Percival had repeatedly written to Barlow demanding the horse. When Mr. Percival wrote asking me to assist him in the matter, Barlow had the horse in his possession and had been using him for about ten months previously. My opinion is that Mr. Percival never recovered his horse.

The

The second case which I will mention concerned me more nearly. About five months ago Mrs. Love had occasion to send our servant with a cheque to get cashed. Returning he dropped the purse containing the change in the street. Barlow, who at the time was in the company of our schoolmaster and several others, picked up the purse and its contents, and although he went into our grocer's and stated that he had found the purse, he never returned it, although the servant who lost it applied to him personally about a dozen times, and notwithstanding he had been repeatedly written to by Mrs. Love demanding its restoration, but all in vain, he never returned it. So much for the character of the plaintiff.

With the sergeant's knowledge of the man, I think that it is not to be wondered at, nor do I consider it very criminal on his part that he should repudiate Barlow's claim to the title of "gentleman."

But the plaintiff is not very scrupulous in the use of his pen, and the Police Magistrate comes in for a goodly share of his attention, so that Mr. Caswell was "nothing loth" to serve him, on the principle of "giving a sop to Cerberus," and all the more readily because he could do so at the expense of the police. For it is notorious that Mr. Caswell allows no opportunity to pass of insulting the police, and seizes with avidity every pretext to lower them in public esteem.

Any right-thinking man would suppose it to be the bounden duty of a paid Police Magistrate to protect the police, but I can assure you sir that no such protection is afforded them.

Then the term "Bench" is so freely used as to be simply amusing when we all know that the Bench is only a synonym for W. S. Caswell.

But of the Bench as constituted on Tuesday last, Mr. Collett is too timid to have an opinion of his own, or if he has it to put it forth and maintain it. And Mr. Simpson, one of the new batch of J.P.'s, is too ignorant to form an intelligent opinion; and yet they compose "the Bench," and so enable the Police Magistrate in some measure to screen himself from the consequences of the violations of justice with which the Police Court of Moruya is familiar.

I have to apologise for trespassing upon your time to such an extent, but I think that I should have failed in my duty to my fellow men if I had neglected to lay this state of things before you.

Hoping that you will take steps to have your officers both respected and protected in the discharge of their duty,—

I am, &c.,

J. GRAHAM LOVE,
Church of England Minister.

No. 14.

The Inspector General of Police to The Under Secretary of Justice, &c.

Police Department, Inspector General's Office, Sydney, 19 July, 1876.

I THINK it right to submit these reports and copies of proceedings for the perusal of the Honorable the Minister of Justice, who may think it desirable to call upon Mr. Caswell for a report on the subject.

EDMUND FOSBERY,

Inspector General of Police.

B.C. The Under Secretary, Department of Justice. W. S. Caswell, Esq., P.M., for report.—
J.D., 22nd July, 1876. The Police Magistrate, Moruya, B.C., 25th July, 1876.—W.E.P.

[Enclosures to No. 14.]

Sergeant Cornett to Superintendent Zouch.

Police Station, Moruya, 25 May, 1876.

SERGEANT Cornett, No. 10, begs most respectfully to forward the enclosed copy of depositions in two cases heard at the Moruya Police Office, on the 23rd instant, for the information of Captain Zouch, and in so doing Sergeant Cornett begs to make a few remarks in his own defence. The sergeant was on duty at the District Court when the police boat referred to had been sold by auction without his knowledge. The sergeant considers that a great injustice has been done to him in the second case, where the Superintendent will see by the depositions that a fine of £2 has been inflicted in this case on Sergeant Cornett.

It is a well known fact that the complainant Barlow bears a very bad character in this district for a number of years, and would swear anything against the police to gain his point. Captain Zouch will see the position that Sergeant Cornett was placed in in the Court, being unable to go into the witness-box to contradict Barlow's statement on oath. Sergeant Cornett has given notice of appeal in the case, and has forwarded a copy of the depositions to a solicitor to take such proceedings as seem to him advisable in the matter.

JAS. CORNETT,

Sergeant.

Information—General Purposes.

Barlow v. Cornett—Detention of property, 19 Vic. No. 24, sec. 10.

New South Wales, Moruya (Broulee),
to wit.

BE it remembered, that on this twentieth day of May, in the year of our Lord one thousand eight hundred and seventy-six, at Moruya (Broulee), in the Colony of New South Wales, Reginald Heber Barlow, of Corla, in aforesaid Colony, appears before me, the undersigned, one of Her Majesty's Justices duly assigned to keep the peace of our Lady the Queen in and for the Colony of New South Wales, and complains to me, that on the sixteenth day of May, in the year of our Lord one thousand eight hundred and seventy-six, James Cornett, of Moruya, aforesaid, sergeant of police, did, at Moruya aforesaid, unlawfully detain certain property, to wit one boat, belonging to this complainant, the value of the said boat being the sum of two pounds sterling, and doth still so detain the said boat without just cause, and after due notice of claim made by the complainant, contrary to the Act in such case made and provided (19 Vic. No. 24, sec. 10); whereupon the said Reginald Heber Barlow prays that I, the said Justice, will proceed in the premises according to law.

Sworn at Moruya (Broulee), in the said Colony, on the day }
first above written, before me,—

REGINALD H. BARLOW.

TIMOTHY J. GANFON,
Justice of the Peace.

Police Court, Moruya, Broulee, Tuesday, 23 May, 1876.

New South Wales }
to wit.

Before W. S. Caswell, P.M., W. J. Collett, J.P., and W. H. Simpson, J.P., Esqs.

Barlow v. Cornett—Detention of property; a boat, value £2 sterling. (19 Vic. No. 24, sec. 10).

Plea—Not guilty.

Reginald Heber Barlow, on oath, states:—I am a surveyor, residing at Tuross; on last Saturday week I purchased the boat referred to in my information, at an auction sale held that day at Moruya by Mr. Barton; there was no actual delivery of the

the boat made to me by Barton after the sale, but said boat was shown to me at the auction; I paid £1 sterling deposit, which was all that was demanded; the boat is now detained by the defendant, and I demand its restitution; I have demanded the said boat from the defendant, but he refuses to give it up; the value of the boat is £2 sterling.

REGINALD H. BARLOW.

Taken and sworn at place and date first }
above written, before us,— }
W. STEWART CASWELL, P.M.
W. T. COLLETT, J.P.
W. H. SIMPSON, J.P.

Henry William Barton, on oath, states:—I am an auctioneer, residing at Moruya; by the authority of Mr. Whiteside, Superintendent of Roads, I sold by auction at Moruya, on the 13th instant, the Moruya ferry-boat; I believe there were two ferry-boats; the defendant was not at the sale; when I found there was a dispute about the boat, I refused to deliver it to the complainant.

H. W. BARTON.

Examined by defendant. }
Taken and sworn at place and date first }
before written by us,— }
W. STEWART CASWELL, P.M.
W. T. COLLETT, J.P.
W. H. SIMPSON, J.P.

Case dismissed.

Superintendent Zouch to Sub-inspector Medley.

Police Department, Goulburn Station, 27 May, 1876.

FORWARDED for Mr. Medley's perusal. I have had no report from Sub-inspector Cornett in this case. I should like Mr. Medley's opinion as to the statements made in Mr. Love's letter.

H. ZOUCH,
Superintendent.

Sub-inspector Medley to Superintendent Zouch.

Police Office, Braidwood, 27 May, 1876.

THESE papers are forwarded for the information of Superintendent Zouch.

The boat referred to within is the one that was handed over by the Roads Department to the police at Moruya. When taken over it was found to be much out of repair, and a report was made by me to Superintendent Zouch on the subject.

It seems strange that after the boat was handed over by the Roads Department to the police, that the Superintendent of Roads should step in some-time after and order the sale of the boat by public auction.

J. R. MEDLEY,
Sub-inspector.

Vide No. 12.

Forwarded with depositions (copies) taken in a case brought against Sergeant Cornett under the Vagrant Act. It appears to me under the circumstances, and Cornett's position, the Moruya Bench has erred but small consideration in dealing with the offence, if really an offence within the meaning of the Act.—H. ZOUCH, Supt., 30/5/76.

The Inspector General of Police.

Memorandum from Sub-inspector Medley to Superintendent Zouch.

Police Office, Braidwood, 29 May, 1876.

It is a notorious fact that the Rev. Mr. Love and Mr. Caswell are at open enmity one with the other, in which case it would be hard to form a just opinion on the various statements contained in the reverend gentleman's letter. At the same time I might state that, when visiting the Moruya District, I have heard remarks made on two or three occasions by several people which in substance agree with some of the statements made by Mr. Love in reference to Mr. Caswell.

I do not know Mr. Love, and have very little knowledge of Mr. Caswell.

I have already forwarded to Captain Zouch the depositions in the case *Barlow v. Cornett*, which is the case referred to by Mr. Love.

J. R. MEDLEY,
Sub-inspector.

Forwarded for the perusal of the I.G.P., in connection with the case. The Moruya Bench fined Supt. Cornett £2; depositions, &c., herewith.—H.Z., 30/5/76.

Telegram from Sub-inspector Medley, Braidwood, to Sergeant Cornett, Moruya.

14 July, 1876.

WHAT is the result of your appeal against the decision of the Moruya Bench *re* abusive language?

Memorandum from Sergeant Cornett to Sub-inspector Medley.

Police Station, Moruya, 14 July, 1876.

SERGEANT CORNETT begs to forward, for the information of Mr. Sub-inspector Medley, the enclosed telegram received from Scarvell & Gordon, solicitors, of Young.

JAMES CORNETT,
Sergeant.

Forwarded for the information of Captain Zouch.—J. H. MEDLEY, Sub-insp., Braidwood, 16th July, 1876. For the Inspector General's information.—H. ZOUCH, Supt., 18/7/76.

Telegram from Scarvell & Gordon, Young, to Sergeant James Cornett, Moruya.

29 May, 1876.

Most silly and trumpery complaints, but appeal useless. We advise you to take no steps—proceedings cannot injure you.

No. 15.

The Police Magistrate, Moruya, to The Under Secretary of Justice, &c.

Sir, Court-house, Moruya, 2 August, 1876.

I do myself the honor to acknowledge the receipt of the correspondence and proceedings in the case of *Barlow v. Sergeant Cornett*, in which the latter was fined £2 by the Moruya Bench, and upon which you invite my report.

So far as the sergeant of police is concerned, a very few words would satisfy the Hon. the Minister for Justice as to the propriety of the sentence, but the affair has now taken such a wide range that I shall not be satisfied myself without making such a comprehensive report as will clear my character from the false and calumnious charges made by the Revd. J. G. Love.

The

The matter placed before the Hon. the Minister for Justice is:—

- 1st. That Sergeant Cornett has been excessively if not unjustly punished.
- 2nd. That I allow no opportunity to pass of insulting the police, and that I seize with avidity every pretext to lower them in public esteem.
- 3rd. That I, through my brother Magistrates, am enabled to "screen myself from the consequences of the violation of justice with which the Moruya Police Court is familiar."

As Sub-inspector Medley appears to endorse, and the Police Department adopt, this calumnious attack, it is rather singular they have not sought direct evidence, and I therefore respectfully submit that the Inspector General of Police may be requested to call upon Sergeant Cornett, of Moruya, and Constables M'Lennand and Smith (the other two officers in charge of stations), to report whether the language used by Mr. Love, as embodied in what I have above termed the 2nd charge, is that of truth; and if any of these men consider they have grounds of complaint, that they may be required to state time, place, and circumstances under which I offered these insults or attempted to lower them in public esteem. I wish that Sub-inspector Medley may be asked the precise words of the hearsay statements made to him, and where made, and whether he took any and what steps to ascertain their accuracy, and whether he has ever spoken one word to any one of the seven Moruya Magistrates as to the state of the police in this portion of his district.

I am unconscious of having said one harsh word to any police officer in the district for the last seven years.

Apart from the case under consideration, I only remember having once called Sergeant Cornett to order in Court, though I have heard other Magistrates do so, and in very strong language too.

In conclusion, I trust the Hon. Minister will invite Mr. Fosbery to supply any item of information affecting my attitude to the police, and after receiving this I have no doubt I can place beyond question the justice of the penalty imposed on Sergeant Cornett, and that so far from doing anything to the prejudice of the Police Force, I have assisted them to the utmost limit of my duty. Mr. Love's slanderous attack on the administration of justice at Moruya will receive such attention at our hands that the integrity of the Bench will be placed beyond suspicion.

I have, &c.,
W. STEWART CASWELL, P.M.

No. 16.

Telegram from Under Secretary of Justice &c., to Police Magistrate, Moruya.

8 August, 1876.

Re case of Barlow *v.* Sergeant Cornett.

REFERRING to your letter of 2nd instant, reporting on above case, papers forwarded under blank cover of 26th July last not returned. Please forward same by return of post.

No. 17.

Telegram from Police Magistrate, Moruya, to Under Secretary of Justice, &c.

Re case Barlow *v.* Cornett, my letter of 2nd instant was certainly not intended as a report in this case, but only as a request to the Minister to obtain from Cornett and others what complaints they may have against me as regards my treatment. My character has been impugned in this correspondence by Mr. Love, apparently on behalf of the police; I therefore trust the Minister will permit my report to be of a comprehensive nature, and allow me the information sought for before I am asked to return documents which I presume have been called for with a misunderstanding.

Mr. Caswell, P.M., might be requested to return the correspondence and proceedings in this case, with such further observations as he may desire to offer upon the subject. J.D., 5 Sept., 1876. Telegraph, 6/9/76. Telegram, P.M., 6/9/76.

No. 18.

Telegram from Under Secretary of Justice &c., to Police, Magistrate, Moruya.

6 September, 1876.

Case of Barlow *v.* Cornett.

REFERRING to your telegram of 9th ultimo respecting above case,—please return correspondence and proceedings as soon as possible, with such further remarks as you may desire to offer upon the subject.

No. 19.

The Police Magistrate, Moruya, to The Under Secretary of Justice, &c.

Sir,

Court-house, Moruya, 7 September, 1876.

In compliance with the request contained in your minute of the 25th of July last, referred to in the telegram received this day from the Acting Under Secretary, I now, for the information of the Honorable the Minister of Justice, do myself the honor to report on the case of Barlow *v.* Sergeant Cornett, in which the latter was fined by the Moruya Bench in the sum of £2 and costs, for having used abusive language in a public place towards one Reginald Heber Barlow, thereby committing a breach of the statute 15 Vic. No. 4.

The

The affair occurred through an auctioneer having, by mistake, sold to Mr. Barlow a boat which had been given for the use of the police, instead of another boat ordered for sale by the Road Superintendent.

Mr. Barlow complained that Sergeant Cornett had in a public place called him a "dirty gentleman" and a "common informer," and having substantiated that complaint on oath, and there being no contradictory evidence, the Bench, consisting of three Magistrates (two of whom had adjudicated in the Court for twenty years), considered the sergeant of police amenable to the Act, and thereupon imposed the penalty complained of. They saw no reason to doubt Barlow's testimony, and I do not believe there are any grounds for the statement that I ever said I would not "believe him on oath," and he has sworn I never said anything of the kind.

Although it is quite foreign to the merits of the case to mention Barlow's antecedents, I must do so in fairness in this matter, as a counterpoise to the disparaging remarks by which both Mr. Love and Cornett have sought to gain their ends. Mr. Barlow is in very reduced circumstances certainly, but is a gentleman of birth and education, and brother to the late highly esteemed engineer of the Sydney Gas Works; and whatever Mr. Love may choose to write now, it is only very recently he recommended him for a Government appointment.

It is to be regretted that the offender was a sergeant of police, and it is urged that he received great provocation, but the evidence discloses that his own language and conduct, highly indiscreet for a police officer, really led on to its culminating in a breach of the law, which constables are especially bound to observe. And if his conduct in Court, violent and insulting to Barlow and disrespectful to the Magistrates, was any indication of that which occurred previously, it deserved severe punishment.

Superintendent Zouch writes, that "under the circumstances and Cornett's position, the Moruya Bench has evinced but small consideration in dealing with the offence." The Inspector General follows in a similar strain,—“My opinion is that he has not met with the support from the Magistrates the police have a right to expect.”

I respectfully submit that Sergeant Cornett's conduct is indefensible; and that for any man to refer to the fallen position of another in term of insult, such as are implied in the words "dirty gentleman," was cruel, heartless, and unmanly, and that for any police officer to call any one a "common informer" was the grossest misconduct of which he could be guilty; and—apart from the legal view—misconduct which deserves serious condemnation at the hands of the police authorities, as it is highly calculated to put obstacles in the way of the efficient working of the Force, and if tolerated must lead to excesses.

I therefore submit I have simply justified the proceeding of the Moruya Bench, and in doing so have sufficiently demonstrated that Mr. Love's malicious references to the relations between myself and Mr. Barlow are of too absurd and contemptible a nature to deserve further notice.

On the 2nd of August I write asking you to obtain from the police statements regarding Mr. Love's allegations that "I allow no opportunity to pass of insulting the police, and seize with avidity every pretext for lowering them in public esteem"; and believing I was entitled to what I expected, and I am sure would have been a contradiction, I held back for the last month the proceedings and correspondence, but owing to the telegram this day I herewith return all the papers, and will reserve my remarks on this head for another communication.

I can produce irrefragable evidence of my freedom from such conduct beyond the testimony of the men, yet it will be more in consonance with my own feelings, and the consideration I have always shown the constable, to allow them in the first instance an opportunity of contradicting this gross calumny, rather than I should expose its falsehood in a harsher manner. I therefore trust the Minister will forward my views, and I ask it as an officer of thirty years standing still desirous to maintain a character for zeal and discretion in the discharge of his duty.

I have, &c.,

W. STEWART CASWELL,
Police Magistrate.

No. 20.

The Police Magistrate, Moruya, to The Under Secretary, Department of Justice, &c.

Sir,

Court-house, Moruya, 19 September, 1876.

Referring to my letter of the 7th instant, wherein I stated I should reserve for another communication my remarks touching the accusation of the Revd. J. G. Love that I "allowed no opportunity to pass of insulting the police, and seized with avidity every pretext for lowering them in public esteem,"—I do myself the honor again to solicit the Minister's attention to the matter.

It was easy for me to have shown that Mr. Love's statement was utterly unfounded, but in doing so, I should have impeached Sergeant Cornett's character very seriously, and, that however decisive, would have been very harsh, while I was uncertain that he was privy to the attack.

As my wish expressed to you in my letter of the 3rd August was unheeded, I laid the matter before a meeting of the Magistrates, in the Court-house, on the 8th of this month, and they unanimously advised me to offer Cornett an opportunity of disassociating himself from Mr. Love. I therefore called him into the room, and read a portion of the letter. He said he would rather not say anything. I said, "I required no further reply." One of the Magistrates tried to reason with him, and he added, "My inspecting officer instructed me not to answer any questions"; he then became most insolent, and, amongst other remarks, said, "You are not my master; my officers will protect me." Some of the Magistrates then suggested (although I asked to end the interview) the folly of the course he was pursuing, as they told him he had been called in with the most friendly intentions. He said, "I don't care whether I am dismissed or not." After this he calmed down a little, and asked for an explanation, which, when he had received from me, he said, "Were you ever drunk or gambling?"

This conduct relieves me from all necessity for hesitating to let the Minister know, what must carry conviction to his mind, that as far from degrading the police (and Sergeant Cornett in particular), I have shunned the opportunities they have offered, and have screened Cornett and others too.

I have on several occasions seen Cornett in public under the influence of liquor, and once so drunk that I asked a person to get him away to his barracks. I have more than once turned into another street to avoid him when I had reason to suppose he had taken more than he ought; and to protect myself, and to show the notoriety of his conduct, I have challenged five Magistrates to deny having seen him at various times, more or less, under the influence of liquor, and they could not. So much for the truthfulness of Mr. Love's letter in its application to Sergeant Cornett.

I enclose three letters from the Magistrates of the district, testifying to this opinion of my bearing towards the police. I have under all circumstances assisted them with advice, and during my long career as a Magistrate have had to protect them from the public, and even from each other. I have never said a harsh word to Cornett, except it may have been a reproof in Court for disrespectful conduct, and even this has been, with great need, more frequently administered by my brother Magistrate, Mr. Collett.

Cornett is a collector of the Stipend Fund in Mr. Love's church, and evidently believes Mr. Love can carry him through any amount of misconduct, at all events his demeanour is defiant and impertinent, and seems to be the first-fruits of the toleration his conduct to Barlow has received from his officers. I feel degraded in having to deny his infamously false insinuations, but can declare, on my honor, that I have never been drunk or gambling in my life, and I cannot but suspect his conduct, considered with his officer's order and Mr. Love's letter, points to some unity of purpose antagonistic to me.

The person who gave Sergeant Cornett the order quoted, should have remembered that there may be generous intentions if there are evil ones, and I would respectfully ask the Hon. Minister to consider how far such an order was justifiable from a police officer under the circumstances. It certainly denotes want of cordiality to the Magistrates.

I have sought to the utmost to avoid making use of Cornett's indiscretion for my own exculpation, as, knowing his long service, and believing him to be the possessor of many good qualities, I did not like to injure him; and although my forbearance has been greatly abused, it has only proved the subject unworthy of it.

Mr. Love's sneer at the Magistrates only serves to show the unanimity of their proceedings; and after presiding at the Bench for nearly twenty years, their cordiality is a subject for congratulation to me, as it must be satisfactory to the public.

In conclusion, I respectfully submit that I have amply demonstrated that I have not sought for opportunities to insult Sergeant Cornett, and that the testimony of the Magistrates is conclusive of my being clear of any feeling inimical to the faithful discharge of my duty; and if the Honorable the Minister for Justice admits this, I hope he will insist, for my protection, that the sergeant's conduct shall receive the consideration it deserves.

I have, &c.,

W. STEWART CASWELL,
P.M.

[Enclosures to No. 20.]

The Police Magistrate, Moruya, to H. O. S. Cowdroy, Esq., J.P.

Dear Sir,

Court House, Moruya, 14 September, 1876.

The Reverend J. G. Love having accused me to the police authorities of "allowing no opportunity to pass of insulting the police, and of seizing with avidity every pretext for lowering them in public esteem," I will feel thankful if you will furnish your testimony as to the manner in which I treat the constable at Nerrigundah.

You are such an old resident, and have had so many opportunities of observing, I think you will bear me out in the assertion that my conduct has been invariably characterized by kindness, consideration, and the utmost courtesy, and that the officers in charge of the station have always had and availed themselves of my advice and assistance.

I have, &c.,

W. STEWART CASWELL.

H. O. S. Cowdroy, Esq., J.P., to The Police Magistrate, Moruya.

My dear Sir,

Nerrigundah, 18 September, 1876.

I have much pleasure in saying that, as far as this place (being within my knowledge), Mr. Love's accusation is entirely without foundation. Your bearing towards the police has always been kind and very considerate, especially where the constables have been placed in position such as C.P.S., where their knowledge of their duty has been very deficient.

I have, &c.,

H. O. S. COWDROY,
J.P.

The Bench of Magistrates, Moruya, to The Police Magistrate, Moruya.

Sir,

Court-house, Moruya, 23 September, 1876.

We do ourselves the honor to acknowledge the receipt of your letter of the 19th instant, in reference to the case Barlow v. Cornett, and requesting us to state in writing our opinion of a letter written by the Reverend Mr. Love, charging you with insulting the police, &c.

We do ourselves the honor to state that, as Mr. Love's letter is now under consideration by the Honorable the Minister of Justice, we decline any opinion on it at present; with regard to Sergeant Cornett and the police under his charge, we have no hesitation in saying that we have never observed anything harsh or offensive in your manner towards him or them.

We, have, &c.,

W. T. COLLETT, J.P.
TIMOTHY GANNON, J.P.
JOHN McKEON.
ROBERT ANDERSON.
W. H. SIMPSON.
W. F. FLANAGAN.

No. 21.

The Inspector General of Police to The Principal Under Secretary.

Sir,

Police Department, Inspector General's Office, Sydney, 28 September, 1876.

I have the honor to submit, for the information of the Hon. the Colonial Secretary, the enclosed reports from Superintendent Zouch and Sergeant Cornett, of the Moruya Station, relating to certain charges made by the Police Magistrate at that place against the sergeant.

The reports should, I suggest, be referred for the information of the Hon. the Minister of Justice and Public Instruction, in order that Mr. Caswell may be called upon for an explanation.

I have, &c.,

EDMUND FOSBERY,
Inspector General of Police.

The Under Secretary, Department of Justice, &c., B.C., 29/9/76.—H. II.

[Enclosure

[Enclosure to No. 21.]

Police Station, Moruya, 12 September, 1876.

SERGEANT Cornett, No. 10, begs to report, for the information of his Superintendent, that the Bench of Magistrates were summoned per circular, by the Police Magistrate, W. S. Caswell, Esq., for the despatch of public business in the Magistrates' Room, on Saturday, the 9th instant.

Sergeant Cornett was then called into the Magistrates' Room by the Police Magistrate, who read to the sergeant a portion of a letter written by the Rev. J. G. Love, the said portion having reference to the Police Magistrate insulting the police. After reading this said part, the Police Magistrate asked the sergeant if it was true that he had ever insulted him (the sergeant) or any of the police.

The sergeant respectfully declined to answer any question on the matter, at the same time stating that the matter was now in the hands of his superior officers.

Notwithstanding being insisted upon to make a statement by the Police Magistrate, the sergeant again respectfully refused.

When the Police Magistrate found that the sergeant would not answer his questions, he got into a passion, and then charged the sergeant before the other Magistrates in the room with drunkenness, and being incapable of doing his duty at a race meeting held at Moruya in the year 1874, and on other occasions. These charges being without foundation, the sergeant feels much hurt for such accusations brought forward by the Police Magistrate before other Magistrates in the room.

Previous to these proceedings the Police Magistrate made it his business to see a Mr. Carew, butcher, of Moruya, and asked him if he could prove that the sergeant was drunk. Mr. Carew answered him (the Police Magistrate) in the negative.

Sergeant Cornett is of opinion that the Police Magistrate did this with a view to intimidate him.

This being the state of matters here with the Police Magistrate, Sergeant Cornett deems it his duty to bring the matter under the notice of his superior officers.

JAS. CORNETT,
Sergeant.

Forwarded for the information of Captain Zouch, who, I have no doubt, will take such steps as will put a stop to the prosecution of Sergeant Cornett by this Police Magistrate.—J. R. MEDLEY, Sub-inspector, Braidwood, 25 September, 1876.

For the information of the Inspector General of Police.—According to this statement, it appears to me that Sergeant Cornett has not been fairly treated by the Police Magistrate, even admitting that there were grounds for complaint, by arraigning and taunting him before the Bench in the manner described.—H. ZOUCH, Superintendent Southern District, 27/9/76. The Inspector General of Police.

No. 22.

The Inspector General of Police to Superintendent Zouch.

Police Department, Inspector General's Office,
Sydney, 13 November, 1876.

THE charge of drunkenness now preferred against Sergeant Cornett by Mr. Caswell must not be passed over without investigation.

If not convenient for Captain Zouch to visit Moruya, Sub-inspector Medley should be instructed to make further inquiry.

Who directed Cornett not to answer any questions put to him by the Police Magistrate?

EDMUND FOSBERY,
I.G.P.

Forwarded to Mr. Medley, who will carry out the Inspector General's instructions.—H. ZOUCH, 14/11/76. I return herewith the papers having reference to the charge of drunkenness preferred against Sergeant Cornett by Mr. Caswell. Will Captain Zouch be good enough to instruct me as to what line I am to pursue in making this inquiry. Will it be advisable for me to see Mr. Caswell?—J. H. MEDLEY, Sub-inspector, Braidwood, 15 November, 1876.

No. 23.

Memorandum from Superintendent Zouch to Sub-inspector Medley.

Police Department, Goulburn Station, 17 November, 1876.

I THINK it would be advisable to call upon Mr. Caswell before holding the inquiry, and obtain from him in writing the dates or about the times of Cornett's alleged drunkenness, so as to place the latter in a position, if he can, of defending himself. As Mr. Caswell challenges five Magistrates to deny having seen him (Cornett) at various times more or less under the influence of liquor "and they could not," a note, I think, should be written to each Magistrate of the Moruya Bench, asking them to oblige you by stating whether they have ever seen Cornett in the state described by Mr. Caswell.

I would write for this information before reaching Moruya, and request the answer to be directed there.

H. ZOUCH.

Police Office, Moruya, 9 December, 1876.

Vide No. 20.

THESE papers are handed to Sergeant Cornett for report.

Amongst the papers there is a letter addressed by Mr. Caswell, the Police Magistrate, to the Under Secretary, Department of Justice, dated 19th September, 1876, in which that gentleman has made charges of drunkenness against the sergeant, who is now called upon to state what he has to say in defence.

J. R. MEDLEY,
Sub-Inspector.

No. 24.

The Police Magistrate, Moruya, to The Under Secretary, Department of Justice, &c.

Sir,

Court House, Moruya, 3 January, 1877.

With reference to my letter of the 19th of September last, I do myself the honor to express regret that I am constrained to address you again on the same subject.

In

In my communication of the above date I complained that Sergeant Cornett had, in presence of the Magistrates, grossly insulted me, and, among other remarks, had said his inspecting officer had instructed him not to answer any questions.

It is now nearly four months since this happened, and there is no sign of redress. If Sergeant Cornett had used the language he used to me or his own officers, it is not too much to assert the Inspector General of Police would have ordered him to be suspended at once. Such a mark of respect ought to have been, but was not, accorded to my office.

I learn from a circular to the honorary Magistrates, a copy of which I obtained and now enclose, that Mr. Sub-inspector Medley had been instructed by Captain Zouch to make inquiry as to charges of drunkenness preferred against Sergeant Cornett by Mr. Caswell; but although the Magistrate heard the sergeant insult me, there is not one word of question in the circular on this point; although Mr. Medley denies that he told Cornett "not to answer any questions," there is not one word on this head either. Vide 2nd Enclosure to No. 28.

As the remarks I made impeaching sobriety were purely vindictory, and set forth as intrinsic evidence of my forbearance towards the police, which has been so gravely questioned by Mr. Love, I think it requires explanation why the real charge has been ignored, and the so called inquiry restricted to questions of irregularity which seem to be used in a will-o'-the-wisp fashion.

Viewing the manner and direction of the inquiry as set forth in Mr. Medley's circular, and limiting it to irregularities concurring when there can be no tangible results, and considering now my witnesses have been examined, I am entitled to look upon the investigation by the police as a veritable sham, and the retention of Sergeant Cornett on duty as standing insult to myself.

Sergeant Cornett has attempted to take advantage of his opportunity, and since he was fined has, in complicity with another constable, prosecuted Barlow for painting and publishing an indecent picture. The case was dismissed, as the picture was not indecent and had not been published. It had been obtained by Cornett by a discreditable artifice, and is another illustration of his unfitness for his office here.

I beg to enclose a letter from Mr. Barlow relating how Cornett has apologised to him for his conduct, and this placed in contrast with the Inspector General's deprecatory remarks on the punishment we inflicted on Sergeant Cornett, almost makes a burlesque of the whole affair, Cornett's reflections on the Bench being considered also.

I respectfully submit that I am entitled to demand that Sergeant Cornett should be removed from the district, as his retention violates a main principle on which the present Police Force was established, and is calculated to bring the Bench into contempt.

I have, &c.,

W. STEWART CASWELL, P.M.

[Enclosure to No. 24.]

R. H. Barlow, Esq., to The Police Magistrate, Moruya.

My dear Sir,

Turoos Lake, near Moruya, 7 December, 1876.

I am surprised to hear that it is proposed to hold an inquiry respecting Mr. Love's malicious slanders concerning your behaviour to the police, contained in the letter he wrote to Captain Zouch.

Since the police brought me before the Bench on the ridiculously absurd charge of exhibiting an indecent picture, and which was so justly dismissed by the Bench, Sergeant Cornett has spoken to me respecting his conduct towards me in the matter of the boat and the picture also. I should not have thought it worth mentioning again had not I heard of this proposed inquiry, but now I think it only right that you should be put in possession of any little matter likely to be useful.

On Saturday, 25th ultimo, I was passing up Vulcan-street when I met Sergeant Cornett and another person; the former spoke to me and drew me aside and began by saying that the whole of the oyster-beds in the district had been placed under his charge, and as there had been a good deal of something wrong going on, would I assist him in finding how matters stood; he said I had been of great service to the police, and he was very sorry that there had been any unpleasantness between us respecting the boat, and he hoped I would not think anything more about it; he denied having had anything to do with the picture business. I told him I blamed him greatly for being made the tool of such a man as Love, whose only object in life seemed to be to set people at variance.

Whatever inquiry takes place, I feel certain a deal of good will result to yourself, and the insolent domineering spirit of some members of the police force will receive a very severe check.

I may mention that the inquiry had been commonly talked about some days before Cornett spoke to me.

Believe me, &c.,

REGINALD H. BARLOW.

No. 25.

Sergeant Cornett to Sub-inspector Medley.

Police Station, Moruya, 3 January, 1877.

In reply to the charges preferred against Sergeant Cornett, by W. S. Caswell, Esq., Police Magistrate of Moruya, Sergeant Cornett begs to state, for the information of his superior officers:—

1. That I give my *unqualified denial* to the said charges.
2. That I have never, while in Moruya or during my twenty-one years' service (sixteen of which have been passed in the New South Wales Police Force, and the remaining five in the Constabulary Force in Ireland), so far forgot my position as to render myself incapable of performing my duties through drink, and that nearly all the time of my service I have held the rank of sergeant, and Mr. Caswell is the first man who has ever put forth the charge of drunkenness against me.
3. That I do not assume to be a teetotalter, and acknowledge that I have occasionally indulged myself with a glass of spirits, but never to such an extent as to unfit me for the proper discharge of my duties.

In reference to Mr. Caswell's letter to the Department of Justice, dated 19th September, 1876, or rather to one particular paragraph contained in that letter, in which Mr. Caswell states, "that he saw me on one occasion so drunk that he asked a person to get me away to the barracks,"—I beg to state that this charge is totally untrue and without the slightest foundation; the Police Magistrate further states "that to protect himself and show the notoriety of my conduct, &c."

I beg to state that I am not aware that my conduct is so notorious as he alleges or in fact any way notorious.

It is very strange that only a few of those forming the Bench of Magistrates, and those few residing at distances varying from 3 to 5 miles outside the township, should have noticed my *alleged indiscretions*,

indiscretions, while two of the oldest resident Magistrates, Messrs. M'Keon and Gannon, who reside in the township, and are actively engaged in public business, and who have opportunities of seeing me daily, nay, almost hourly, in the discharge of my duties, should have failed to have noticed my inebriety or notorious misconduct as set forth by Mr. Caswell.

Mr. Caswell draws the attention of the Minister of Justice to my conduct and bearing towards him at the time he called me into the Magistrates' Room for the purpose of examining me respecting the letter of the Reverend J. G. Love.

He omits to state anything of his own conduct towards me, which was insulting, overbearing, and ungentlemanly in the extreme, so much so that two of the Magistrates then present, Messrs. Gannon and Anderson, repeatedly requested him to desist; and anything I did say or any want of respect shown upon that occasion, was owing to the Police Magistrate falsely charging me with repeated acts of drunkenness before all the other Magistrates in the room.

I humbly submit that the Police Magistrate took an undue advantage of his position when he called me into the room at all, seeking to gain admissions from me to suit his own ends when I was unprepared.

I also wish to call your attention to the 3rd and 4th paragraphs in Mr. Collett's letter attached, viz. :—

"3rd. Up to the time of receiving Rev. Mr. Love's letter there was no ill-feeling towards Sergeant Cornett, but the contrary, from all the members of Bench, nor have I the slightest ill-feeling towards him at the present time.

"4th. But for his (Cornett's) refusing to disavow any connection with Mr. Love's letter after being repeatedly invited to do so by the Bench, the sergeant's name would never have been brought in question."

The above calls for little or any comment from me; it speaks for itself, and I think shows very clearly that the Police Magistrate's charges of drunkenness, false and unfounded as they are, would never have been preferred against me or even heard of if I had only done his bidding, and said what he wanted me to say, viz., that he had never insulted the police; but this I could not say consistently with truth. Mr. Caswell has since declared to constable Williams of this station that all he wanted was for Cornett to prove the Rev. Mr. Love to be a liar.

If my misconduct has been so notorious, and the occasions of inebriety so frequent as he alleges, why did he not report me to my inspecting officer at the time, or why should he immediately after I had refused to serve his purpose, travel back to a period of three years to trump up these unfounded and vindictive charges?

Mr. Caswell states that "he feels degraded in having to deny his infamously false insinuations."

In reply to this portion of his letter, I beg to state that he has acted towards me in a manner infinitely more likely to degrade himself.

He has called upon persons living in Moruya, and questioned them as to whether they had ever seen me drunk, but he has failed to obtain any witnesses to these alleged indiscretions.

This appears to have been done with a view to degrade me, but it signally failed, and I think nothing further is wanting to show you how he protects (as he says he does) the police.

He admitted having done this in the Magistrates' room before all the other Magistrates then present during my interview with him.

Referring to the occasion of the opening of the Moruya Bridge, I do not think that Mr. Caswell was quite in a proper state to judge of any man's sobriety or drunkenness, as during the dinner he had to be called to order himself by the Chairman, Mr. John Hawdon, of Kyla Park, and commanded to "sit down, sir."

To sum up the whole, it is quite clear Mr. Caswell did not care how he vilified my character in his explanation to The Honorable the Minister of Justice, &c., in his own defence.

I therefore humbly trust that the Inspector General of Police will be good enough to allow me the opportunity of taking such steps against the Police Magistrate in a Civil Court of Justice as will place my character beyond suspicion.

In conclusion, I beg to attach the testimony of his Honor Judge M'Farland, two Magistrates, and some of the most intelligent and respectable gentlemen in the Police District, to refute the false charges brought against me by Mr. Caswell.

JAS. CORNETT,
Sergeant.

[Enclosures to No. 25.]

Mr. J. Conraud to Sergeant Cornett.

Sir,

Glenduart, 22 December, 1876.

I received your letter this morning, stating you have been charged by W. D. Caswell, P.M., for being in an inebriated state at the Yarragee Races, held on 22nd and 23rd of April, 1874. You being judge of the races, I request of you to state in writing what state you considered me in on that occasion, having several conversations with you during the meeting.

Reply.

HAVING acted as judge at the above races, I consider W. S. Caswell's charge against you for being inebriated incorrect. Yourself, sergeant Cornett, and the police under your charge were highly spoken of by the judge, stewards, committee, and others. When leaving the course the last evening, one and all of them heartily returned you thanks for the orderly manner you conducted your business during the race meeting.

I remain, &c.,

JAMES CONRAUD.

Mr. P. Jeffrey to Sergeant Cornett.

Summer Hill, 22 December, 1876.

Sir,

With reference to your letter of the 21st December (yesterday), informing me that you had been charged by W. S. Caswell, Esq., P.M., with being in a very inebriated state at Yarragee Racecourse, I beg to certify that you were in my company several times during the two days' racing, and that I never saw you in any way intoxicated. Furthermore, I wish to state that during those races an accident occurred, viz., the rider of one of the hurdle horses was thrown, and I remember, seeing you doing your utmost to clear away the crowd to allow the man to have as much fresh air as possible for him to recover. I believe you were first to call for water to bathe his head on the occasion.

I have been upwards of twenty-eight years in this district, and have known (personally) all the officers and members of the Police Force stationed in this district during that period, and I verily believe that you are second to none of them in being faithful to your trust as an officer of the Crown.

Trusting that you will not fail in informing your superior officers that I for one can certify as to your line of conduct being good during the time you have been stationed at Moruya,—

I remain, &c.,

PHILLIP JEFFREY.

Sergeant

Sergeant Cornett to T. T. Gannon, Esq., J.P.

Sir, Having been charged by W. S. Caswell, Esq., P.M., with being in a very inebriated state at the Yarrage Race-course in the year 1874,—I beg to request that you will kindly call to your recollection having on that occasion seen me on duty at the racemeeting. Please to state in writing to me as to what state I was in on that occasion, and any other remarks you may think proper to make. By so doing you will greatly oblige,
 Yours, &c.,
 JAS. CORNETT.

[Reply.]

On the occasion referred to within I consider Sergeant Cornett discharged his duty in a most efficient and satisfactory manner. At the close of the second day, from my place on the stewards' stand, I publicly thanked Mr. Cornett and the other members of the police for the valuable assistance they had given the stewards during the meeting.

TIMOTHY T. GANNON, J.P., 22/12/76.

J. Staunton, Esq., to Sergeant Cornett.

Dear Sir, In reply to your letter of 18th instant, stating that you were charged by W. S. Caswell, Esq., P.M., Moruya, 20 December, 1876. being "unmistakably drunk" on the 20th November, 1875, I beg to state that I saw you on that day in Court and out of Court, and could not upon any of those occasions say that you had the slightest appearance of drunkenness.
 Yours, &c.,
 JAMES STAUNTON.

W. R. Jeffrey, Esq., to Sergeant Cornett.

Sir, In answer to your letter of yesterday, I wish to state that I recollect talking to you on the evening of November 20th, 1875 (the day of the District Court, Moruya), between the hours of 8 and 9 p.m. You were not at that time in a state of intoxication, or incapable of performing your duty. I believe you were then on duty taking your usual patrol when I met you on the river's bank.
 Yours, &c.,
 W. R. JEFFREY.

Constable M'Carthy to Sergeant Cornett.

In reply to yours of the 18th instant, respecting charges of drunkenness brought against you by W. S. Caswell, Esq., P.M., Moruya, I can state that I perfectly remember the 20th November, 1875, a District Court being held at Moruya on that date, and can positively state that I remember seeing you several times on that day, and the night of that day, and was a great part of that time doing duty by your orders. I certainly did not notice the least sign of drink on you. Had you been in the state represented by Mr. Caswell I could not help noticing it.
 I also remember the 26th of January, 1876, on the day the bridge was opened at Moruya. I was that day on duty from 10 a.m. to 11 p.m., except when relieved at short intervals, during which time I was in your company at least three-fourths of the time, and I can positively state that during the time mentioned above you were perfectly sober. These statements I am willing to prove at any time.
 JAMES M'CARTHY,
 Constable (1st Class), 537.

Constable Harrison to Sub-Inspector Medley.

CONSTABLE R. H. HARRISON (No. 2,202), at the request of Sergeant Cornett, respectfully begs to state, for the information of Mr. Sub-inspector Medley, that he (the constable) remembers being on duty at the District Court, held at Moruya on the 20th November, 1875, by order of Sergeant Cornett (who was also on duty at the same place), from 10 a.m. to 3 or 4 p.m.; Remembers Sergeant Cornett waiting on His Honor Judge M'Farland after the rising of the Court; remembers being on patrol duty in company of Sergeant Cornett during the evening of same day up to 10 p.m., and assisted Sergeant Cornett on that occasion in dispersing aboriginal blacks, who were causing a disturbance in town, and on the above occasions Sergeant Cornett was perfectly sober. Constable Harrison also remembers the 26th January, 1876, the day of the bridge opening at Moruya; was on duty under Sergeant Cornett from 10 a.m. till 12 p.m. (except occasionally), and can positively state that Sergeant Cornett was on that occasion also perfectly sober.

R. H. HARRISON,
 Constable (2,202).

Senior-constable M'Clelland to Sergeant Cornett.

Sir, In reply to your letter of 23rd instant, and relative to certain charges of drunkenness brought against you by the Police Magistrate at Moruya, I have to state that on the 26th January, 1876, on which date the Moruya Bridge was opened, I was on duty at Moruya, from 10 a.m. until past midnight; and having occasion to see you almost every hour during that time, I can positively state that you were perfectly sober, and can testify the same on oath if necessary.

THOS. M'CLELLAND,
 Senior-constable.

Constable Williams to Sub-inspector Medley.

At the request of Sergeant Cornett, Constable Williams (1,619) begs to state, for the information of Mr. Sub-inspector Medley, with reference to a conversation that he had with Mr. Caswell, Police Magistrate, on the 10th of the present month, respecting a letter written by the Rev. Mr. Love, respecting the police, Mr. Caswell stated that all he wanted of Sergeant Cornett was to make a liar of Mr. Love. When he called him (the sergeant) into the Magistrates' room, he declined to disavow the truthfulness of Mr. Love's letter, and he had to bring the charge of drunkenness against Cornett in his own vindication. Mr. Caswell also stated that he had asked for Cornett's removal from Moruya, and if he was not removed he would bring the matter before the House.

A. L. WILLIAMS,
 Constable.

Mr. P. O'Hehir to Sergeant Cornett.

Dear Sir, In reply to your letter of the 23rd instant, respecting some charges of drunkenness reported against you in June, 1874, when accompanied by Constable Williams at Bateman's Bay,—I was speaking to you on your arrival and departure on that

that date; you had no sign of drink whatsoever when you left the Bay. I further state that I knew Sergeant Cornett fourteen years ago when in charge of the gold on board the steamer received from Nerrigundah Escort; I often remarked to my family what a steady young man; he was a stranger to me, but I believe him to be of a determined spirit in the execution of his duty when required, and not a toper. I sent for Mr. Cornett once in behalf of the I.S.N. Co., and he came at once to Bateman's Bay, and though we could not make a case of it, he acted plucky on it.

I remain, &c.,

PATK. O'HEHIR,

Port Master and Agent, I.S.N. Co.

Bateman's Bay.

Mr. F. Ladmore to Sergeant Cornett.

Mogo, 27 December, 1876.

On the 19th and 20th June, 1874, I had business with Sergeant Cornett respecting cattle brands, and I beg most distinctly to assert that he (the sergeant) was not on either of the above dates under the influence of liquor.

F. LADMORE,

Postmaster, Mogo.

P.S.—Constable Williams was in company with Sergeant Cornett at the above time and place.

Mr. J. Handon to Sergeant Cornett.

Kyla Park, 19 December, 1876.

In answer to your letter of to-day, I beg to state that on the evening of the opening of the Moruya Bridge, and after the public dinner (on the 26th January), I saw and conversed with you, and can safely say you were not under the influence of liquor, nor have I ever seen you so.

I am, &c.,

JOHN HANDON.

P.S.—I was Chairman at that dinner.—J.H.

Mr. E. Handon to Sergeant Cornett.

Sir,

I can add my testimony to that of my father's with regard to your conduct on the 26th January last. I saw you during that day and after the public dinner, and feel confident that you were perfectly sober.

ERNEST HANDON.

The Rev. J. G. Love to Sergeant Cornett.

Moruya, 1 January, 1877.

My dear Sir,
In reference to your desire that I would state what I saw of you on the day of the opening of the Moruya Bridge, January 26th, 1876, I can only say that I have a very distinct recollection of seeing and speaking with you on four separate occasions during that day; and I hereby testify, and am willing to depose if necessary upon oath, that you were upon each separate occasion, so far as I could see and judge, perfectly sober, and not in any way excited or seemingly under the influence of drink. I ought to state that at the close of the dinner given on that occasion one of the company became very disorderly, and you were requested to remove him, when you very respectfully declined, saying, "I cannot do so unless he is given in charge. I could not go inside and take him." This was about 10 o'clock p.m. You were then perfectly capable of recognizing your duty, and also of performing it—of this I am most positive. I may also say that I was about the first person to whom you spoke on landing from the steamer. At the time of your arrival, now nearly three years ago, and from that day to this hour, though I have seen you early and late in the discharge of your duty, I have never once seen you under the influence of drink, or in any way incapacitated for the perfect performance of your duty. I am quite certain that had you been addicted to drink during the period above stated that I would have noticed it less or more, which I positively declare I never did.

J. GRAHAM LOVE,

Clergyman of Church of England in charge of Parochial District of Moruya,
Diocese of Goulburn.

Mr. J. W. Voller to Sergeant Cornett.

Bank of New South Wales, Araluen, 28 December, 1876.

Dear Sir,
In reply to your favour 27th instant, I beg to state that while I was in Moruya on 26th January last, during the festivities attendant upon opening the bridge there, I saw you twice, and on both occasions I could not discover the slightest indication of your being in any way the worse for liquor, nor did I see anything in your manner or appearance to lead me to imagine you at all unfit to perform your duty.

Yours, &c.,

J. W. VOLLER.

F. Gray, Esq., J.P., to Sergeant Cornett.

Bateman's Bay Saw Mills, Clyde River, 27 December, 1876.

Sir,
In reply to your inquiry if I had seen you drunk on the 26th of January last, at Moruya, I have to state that such could not have happened between the hours of 10 a.m. and 10 p.m. Being one of the committee of the bridge opening on that day, I had occasion to see you very frequently during the day and evening, and feel sure had you have been so I must have seen it. I may also say I have never seen you so.

Yours, &c.,

FRANCIS GRAY, J.P.

to Sergeant Cornett.

Sir,

Braidwood, 23 December, 1876.

I received your communication on my return home. I am rather surprised that a charge of drunkenness should be made against you at the time the Moruya Bridge was opened. I saw you the night before; you were then sober. On the following day, January 26th, I met you in company of Constable McClelland on the sports ground. You had then been quelling a disturbance caused by Mr. Ricards throwing a boy into the river. In the evening I went to the banquet. Not being much interested, I left before the speeches were started. I met you near the bridge, over which we walked backwards and forwards for over an hour, when you left me. You make a remark to the effect that you must go away to see that everything was quiet. I again saw you about 11:30 p.m.; you were then, as on previous occasion, thoroughly sober.

I am, &c.,

The Rev. J. T. Garry to Sergeant Cornett.

R. C. Presbytery, Moruya, 1 January, 1877.

I HAVE known Sergeant Cornett for a period of nearly three years. I am happy to be in a position to bear testimony to his efficiency, sobriety, and general good conduct.

J. T. GARRY, R.C.C.

Mr. E. Boot to Sergeant Cornett.

Moruya, 22 December, 1876.

I CERTIFY that I have known Sergeant Cornett since his appointment to Moruya, now about three years; my professional duties frequently bring me into contact with the police, and I do not recollect ever seeing the sergeant in a state approaching insobriety.

I consider Sergeant Cornett a sober, active, and efficient officer.

E. BOOT,

Surgeon.

Mr.

Mr. A. Lumsdaine to Sergeant Cornett.

Sir, Police Office, Newcastle, 21 December, 1876.
In reply to your letter of the 12th instant, I beg to say that I was Clerk of Petty Sessions at Moruya when you relieved Sergeant Hitch at that place in April, 1874, and knew you officially there from then till I left in September last.

I never saw you "drunk" nor incapable of fulfilling your ordinary duties as a police officer.

I am, &c.,
ALEX. LUMSDAINE,
C.P.S.

Sergeant Cornett to His Honor Judge M'Farland.

Your Honor,

Police Station, Moruya, 27 December, 1876.
I am compelled most reluctantly to trouble you in a matter affecting my character and position here. The Police Magistrate, Mr. Caswell, has charged me with being repeatedly drunk in the discharge of my duty, and one of the instances which he alleges against me was on the occasion of the sitting of the District Court at which your Honor presided, November 20th, 1875. Your Honor may possibly recollect that on that day, before the opening of the Court, I called at your rooms to receive your commands; that during the sitting of the Court I was on duty all the time, and that again I called at your rooms rather later in the evening to know if your Honor required anything, and your reply was "No, thank you, sergeant." I again regret I am sorry to trouble your Honor, but I am sure you will forgive me for doing so when you know that both my character and position are at stake; I am also sure that you will, from your known character for generosity and justice, say in what state your Honor found me, both on that and all other occasions of your visits to Moruya.

I remain, &c.,
JAMES CORNETT,
Sergeant of Police, Moruya.

His Honor Judge M'Farland to Sergeant Cornett.

Sydney, 30 December, 1876.
It is almost impossible that I can have a recollection of occurrences such as those referred to in the within letter as having taken place or alleged to have occurred in November, 1875, and in fact I have no recollection of them; but I am quite certain that neither Sergeant Cornett nor any other member of the Police Force of this Colony have ever been drunk in my presence to my knowledge; had anything of this kind occurred, I should at once have reported it to his superior officer, and I have never had occasion to make such report.

A. M'FARLAND.

No. 26.

The Inspector General of Police to Superintendent Zouch.

Police Department, Inspector General's Office, Sydney, 10 January, 1877.

APART from any question as to Mr. Caswell's motive in preferring the charges he has against Sergeant Cornett, or the doubt which would naturally attach to such charges when brought after a lapse of time and under peculiar circumstances, and whilst giving due weight to the evidence adduced by Sergeant Cornett, and which certainly tends to exculpate him on the specific charges brought by Mr. Caswell, the fact remains that four Magistrates (besides Mr. Caswell) testify that they have seen Sergeant Cornett under the influence of liquor.

This testimony cannot be disregarded.

I should therefore be glad of Captain Zouch's further views respecting the case, and the action he considers it would be fitting to take.

The Public Service would not, I imagine, be benefited by allowing Cornett to remain at a station where such opinions have been expressed by the Magistracy, nor would it conduce to the efficiency of the Force.

Of course if any specific charge of intoxication could be proved against Cornett, some other action would be necessary besides removal.

As I have not yet reported to the Government, I should be glad to receive a reply as early as possible.

EDMUND FOSBERY,
I.G.P.

No. 27.

Superintendent Zouch to The Inspector General of Police.

Police Department, Superintendent's Office, Goulburn, 11 January, 1877.

MEMO.—In recommending Sergeant Cornett's removal, I do so more out of consideration for than as a mark of censure upon him, for most assuredly the recent exposition of what has been going on at Moruya affords but little hope that his retention there could lead to anything but a continuance of the same contentious unhappy state of things. The testimony of the four Magistrates as corroborative of Mr. Caswell's charges, are at the most but qualified evidence, showing that Cornett had been seen by them under the influence of liquor, but quite capable of and fit for duty, and it will be observed that this testimony is contradicted by others.

I place but little value upon such statements, knowing from experience how often, after erroneously and quickly conclusions are jumped at, especially when the suggestive element is on the alert and at hand, and how unwarranted and upon what slight evidence these conclusions are drawn and affirmed.

H. ZOUCHE,
Superintendent.

No. 28.

The Inspector General of Police to The Principal Under Secretary.

Police Department, Inspector General's Office, Sydney, 13 January, 1877.

SUPERINTENDENT Zouch has caused an investigation to be held into the charges preferred by Mr. Caswell, P.M., Moruya, against Sergeant Cornett, in charge of the police at that place—reports and statements in the case herewith submitted.

I concur with Superintendent Zouch in thinking that Mr. Caswell has failed to make good the specific charges he has preferred against Sergeant Cornett, the first of which relates to an offence said to have been committed some three years since, and the last a year ago.

The

The circumstances under which Mr. Caswell has preferred these charges would not favour the belief that they were brought forward in the interests of the Public Service.

Sergeant Cornett has uniformly been spoken of in high terms as an efficient and well-conducted member of the Force, and the letters he produces confirm that opinion.

However, as it appears evident to me that the duties of the Public Service could not be expected to be properly carried on were Sergeant Cornett to remain at Moruya, I propose to transfer him to another station.

The Under Secretary of Justice, B.C. 16/1/77.—H.H.

EDMUND FOSBERY,
I.G.P.

[Enclosures to No. 28.]

Sub-inspector Medley to Superintendent Zouch.

Police Office, Braidwood, 5 January, 1877.

MEMO.—In accordance with Captain Zouch's memo. dated 17th November, I addressed a letter to each member of the Moruya Bench of Magistrates, copy of which and their replies will be found attached. I also visited Moruya and had a personal interview with Mr. Caswell, which resulted in that gentleman writing me a letter, also attached. I also append a report from Sergeant Cornett; also statements from various gentlemen and others in the district, all bearing on the charges that have been brought against the sergeant.

It is not for me to decide whether the charges preferred against Sergeant Cornett in Mr. Caswell's letter of 19th September, 1876, to the Minister for Justice, and the one addressed to me, dated 9th December, 1876, giving the dates of the alleged drunkenness, have been proved or otherwise. At the same time, I think it my duty to call Captain Zouch's attention to Mr. Collett's letter and constable Williams's report, portions of which confirm each other; and the inference to be drawn is that if Sergeant Cornett had answered in a suitable manner questions put to him in the Magistrates' room, the charges would never have been preferred against him.

J. R. MEDLEY,
Sub-inspector.

The accompanying papers I consider refute the statements if not charges of Mr. Caswell, who must most certainly have been mistaken in his conclusions as to the state in which he describes Sergeant Cornett to have been in on the three occasions named—the first said to be some three years ago, and the last nearly a year.—H. ZOTCH, Superintendent. The Inspector General of Police, Sydney.

Sub-inspector Medley to The Bench of Magistrates, Moruya.

Sir,

Police Department, Sub-inspector's Office, Braidwood, 25 November, 1876.

In a letter addressed by Mr. Caswell, the Police Magistrate, Moruya, to the Under Secretary for the Department of Justice, dated 19th September, 1876, there are charges of drunkenness preferred against Sergeant Cornett of the Moruya police. The words used in Mr. Caswell's letter are these:—"I have challenged five Magistrates to deny having seen him (Cornett) at various times under the influence of liquor, and they could not." Having been instructed by Captain Zouch, Superintendent of Police, Goulburn, to make inquiry into the matter, I have therefore the honor to request that you will be good enough to favour me with any remarks you may think fit to make in writing with regard to the charges preferred against Sergeant Cornett by Mr. Caswell.

I shall also feel obliged if you will kindly direct your reply addressed to me to the Police Station, Moruya.

I have, &c.,
J. R. MEDLEY,
Sub-inspector of Police.

Mr. W. T. Collett to Sub-inspector Medley.

Sir,

Mungerarie, Moruya, 30 November, 1876.

With reference to your letter of the 25th instant, requesting me to make any remarks in writing relative to the charges of drunkenness against Sergeant Cornett, preferred in Mr. Caswell's letter of the 19th September last, to the Department of Justice, in the words quoted—"I challenged five Magistrates to deny having seen him at various times under the influence of liquor, and they could not"; I do myself the honor to reply,—

1st. I cannot deny that on two occasions I saw him (Cornett) under the influence of liquor, but not incapable of performing his duties.

2nd. I was not aware that Sergeant Cornett was charged with drunkenness.

3rd. Up to the time of receiving Rev. Mr. Love's letter there was no ill-feeling towards Sergeant Cornett, but the contrary, from all the members of the Bench, nor have I the slightest ill-feeling towards him at the present time.

4th. But for his (Cornett's) refusing to disown any connection with Mr. Love's letter, after being repeatedly invited to do so by the Bench, the sergeant's name would never have been brought into question.

I have, &c.,
W. T. COLLETT.

J. M'Keon, Esq., J.P., to Sub-inspector Medley.

Sir,

Moruya, 30 November, 1876.

I do myself the honor to acknowledge receipt of your letter of the 25th instant, informing me of charges of drunkenness made by Mr. Caswell, Police Magistrate, against Sergeant Cornett, of the Moruya police, and requesting me to favour you with any remarks I may think fit to make in reference.

In reply, I beg to say that I have never seen Sergeant Cornett under the influence of drink, and I always looked upon Sergeant Cornett as an efficient police officer and respectable citizen.

I have, &c.,
JOHN M'KEON, J.P.

T. Gannon, Esq., J.P., to Sub-inspector Medley.

Sir,

Moruya, 1 December, 1876.

I beg to acknowledge receipt of your letter of the 25th ultimo, informing me that Mr. Caswell, Police Magistrate of Moruya, had preferred charges of drunkenness against Sergeant Cornett, of the Moruya police, and requesting me to favour you with any remarks I may think fit to make in reference to these charges.

Assuming that my remarks are requested for the purpose of sustaining or disproving these charges, I have delayed my reply until business engagements permit me to give this matter a few moments consideration.

I cannot recollect ever having seen Sergeant Cornett so far under the influence of liquor as to be incapable of discharging his duty. I have seen him drink spirits in some of the hotels in Moruya, and have myself taken spirits in his company, but I cannot say I ever saw him take a second glass of spirits at one time.

I regard Sergeant Cornett as a good officer and highly respectable citizen, and I very much regret the unhappy difference between himself and Mr. Caswell.

I have, &c.,
TIMOTHY GANNON, J.P.

Mr.

Mr. R. Anderson to Sub-inspector Medley.

Sir,

Bergalia, 1 December, 1876.

I do myself the honor to acknowledge the receipt of your letter of the 25th ultimo.

I remember the circumstance referred to in your letter, viz., Mr. Caswell challenging five Magistrates to deny having seen Sergeant Cornett under the influence of liquor.

I am sorry to say I have seen Sergeant Cornett under the influence of liquor, but never unfit for duty.

I have, &c.,

ROBERT ANDERSON.

Mr. H. H. Simpson to Sub-inspector Medley.

Sir,

Ninderra, 2 December, 1876.

I received yours of the 25th November, referring to the remarks made by Mr. Caswell in Sergeant Cornett's case, and deeply regret that the only course open to me in consistence with truth is to state that I have seen Sergeant Cornett "under the influence of liquor," though only on two occasions.

I have, &c.,

H. H. SIMPSON.

Mr. W. T. Flanagan to Sub-inspector Medley.

Sir,

Shannon View, 5 December, 1876.

In reply to your letter dated Braidwood, 25th November, 1876 (referring to a letter forwarded by Mr. Caswell, Police Magistrate, Moruya, to the Under Secretary for the Department of Justice, dated 19th September, 1876), preferring charges of drunkenness against Sergeant Cornett, and requesting me to forward to you any remarks I may think fit to make on the matter,—I beg to state that I have seen Sergeant Cornett under the influence of liquor, but have never seen him drunk.

I have, &c.,

W. T. FLANAGAN.

The Police Magistrate, Moruya, to Sub-inspector Medley.

Sir,

Court-house, Moruya, 9 December, 1876.

With reference to our conversation this morning on the subject of Sergeant Cornett's indiscretion, and in compliance with your request, I now do myself the honor to furnish you with as much information as I can recall to memory, regarding the statement made by me to the Under Secretary for Justice, in my letter of the 19th of September last.

The first time I ever saw Sergeant Cornett was at the Yaragee Racecourse, and he was then as I believed in a very inebriated state; but as I cannot recollect having had any conversation with any one on the subject, and it is so long ago, I may not be able to produce other testimony.

On the 20th November, 1875, on the occasion of the District Court, as I believe, I met Mr. Cornett in Vulcan-street, Moruya, unmistakably drunk.

I met him once on the Bateman Bay Road under the influence of liquor. Messrs. Anderson and Flanagan, Justices, were with me, and I think Constable Williams accompanied Cornett.

On the 24th of January last, at "Moruya Bridge opening," Sergeant Cornett was again under the influence of liquor—sufficiently so in my opinion to render his ability to act as a constable questionable.

In forwarding this information, I cannot but express the surprise I feel that you, in your circular of the 25th ultimo to the Honorary Magistrate, characterised the statement I made in my letter as "charges preferred against Sergeant Cornett by Mr. Caswell." The statements were palpably in my own vindication, and not set forth as charges; and if police discipline calls for an inquiry, the charges should not be imputed to me.

Whenever officers of the Force see fit to seek information from me regarding the constables, what they are required to do by the 48th section of the Regulations, I shall consider it my duty to supply it to the fullest extent, but otherwise it is not within my province.

I have, &c.,

W. STEWART CASWELL, P.M.

No. 29.

The Police Magistrate, Moruya, to The Under Secretary, Department of Justice, &c.

Sir,

Court-house, Moruya, 15 March, 1877.

I do myself the honor to request you will be pleased to bring under the notice of the Inspector General of Police the conduct of Sergeant Cornett, the officer in charge of the Police Station at Moruya.

On Tuesday last, the 13th instant, at 4 p.m., he was so intoxicated as to be unfit for duty, and appeared in that state before Mr. Simpson, J.P., and myself, and subsequently the same afternoon became so much worse as to excite the remarks of the townspeople. He behaved in an oppressive and insulting manner to Mr. James Rutherford, a person travelling with a mob of horses, by threatening to arrest him, ordering him to remain in town, and afterwards prosecuting him before the Police Court without sufficient reason, as is shown in the proceedings, copies of which I enclose.

I am prepared to prove this charge of drunkenness, and submit that it is manifest Sergeant Cornett is unfit for his position.

I have, &c.,

W. STEWART CASWELL, P.M.

[Enclosures to No. 29.]

James Cornett v. James Rutherford, charged with driving horses through this town and being unable to produce the required statement when asked for it (30 Vic. No. 12, sec. 17). Plea—not guilty.

James Cornett being duly sworn, saith as follows:—I am a sergeant of police stationed at Moruya; I charge the defendant with being a drover and found driving horses from one place to another, and failing to produce the statement required by the 17th section of the Act; I saw the defendant yesterday in the street, and asked him if he had a travelling pass for his horses; he said "he had," and he showed it to me; I now produce the pass, shown and numbered A, B, and C.

By Bench: The documents numbered B and C purport to make him the owner of the horses; I have no reason to believe he is not the owner of the horses.

I produce a telegram received from the sergeant of police at Cooma,* but I do not know why I have no evidence that the man is not the owner of the horses; I did not take the horses from the man, as he was a respectable person; I told the defendant he would be liable to be apprehended; I did not see defendant point out his brand in the Directory; the brand of Charles Hayes mentioned in exhibit B corresponds with the brand in the Directory; I have seen the defendant's brand in the Directory; it corresponds with some of the brands on the horses.

Sworn at Moruya, this 14th day of }
March, 1877, before us,— }

W. STEWART CASWELL, P.M.

TIMOTHY T. GANNON, J.P.

JAS. CORNETT,

Sergeant of Police.

James

* Exhibit marked D.

James Rutherford maketh the following statement:—I am a squatter, residing at Nimitybelle; I started from home about the 20th ultimo with a mob of horses for either Sydney, Braidwood, or Goulburn; I sent a telegram to Craig, the auctioneer, at Braidwood, about the 20th of the same month, to advertise them for sale on the first of this month; I took them to Braidwood, and they were put up for sale, and about ten sold; I then started for Chilton, and put the remainder in D. M'Gee's hands for sale by auction, and two were sold; I then sent a telegram to Mr. Barton, of Moruya, informing him that I would be here on Tuesday last; they were put up by auction, and one was sold.

By Bench: I purchased twenty-three or twenty-four of them from Mr. Hayes, of Nimitybelle—one from Patrick Thornton, three or four from Mr. Rankin's family, of the Native Dog Flat; the rest were my property—some bearing my registered brand, some without it—being horses which I bought years ago; the document signed by the Magistrate was drawn out by a constable at Nimitybelle; the sergeant told me I would have to come to the Police Office; I did come to the Police Office and saw the Police Magistrate and another Magistrate; I showed the sergeant my brand in the Directory; the Police Magistrate told the sergeant of police the Act only applied to a drover, and not to an owner.

Stated at Moruya, this 14th day of }
March, 1877, before us,—

W. STEWART CASWELL, P.M.
TIMOTHY F. GANNON, J.P.

JAMES RUTHERFORD.

Case dismissed.

By us, at Moruya, this 14th day of }
March, 1877,—

W. STEWART CASWELL, P.M.
TIMOTHY T. GANNON, J.P.

I hereby certify that this is a correct copy of the depositions taken in the case.

WILLIAM CLARKE,
Clerk of Petty Sessions.

Police Office, Moruya, 17th March, 1877.

[Exhibits.]

A.

I HEREBY certify that Mr. Jas. Rutherford, of "Thoke," Manero, is now travelling with a mob of horses for sale, bearing different brands, in all about fifty-five head.

Dated this 22nd February, 1877.

S. M'DONALD, J.P.

B.

THIS is to certify I have sold to James Rutherford and delivered twenty-five head of horses branded YV.H YV.I., one black mare branded P, one piebald colt unbranded.

Nimitybelle, 21 February, 1877.

CHARLES HAYES.

C.

I HAVE this day sold to James Rutherford all my horses not running on the Dog Kennel or Sheridan's Hill, four head only to be reserved, viz. :—Piebald mare, a filly, chestnut mare broke to harness; bay filly, white forefoot. The most of the horses are branded; one black mare branded DB; everything over six months old to be paid for at the rate of £2 per head.

Nimitybelle, 7 February, 1877.

CHARLES HAYES.

D.

Telegram from Henry Staplyson, Sergeant Police, Cooma, to Officer-in-charge of Police, Moruya.

14 March, 1877.

RUTHERFORD is bound over to appear at Quarter Sessions on 20th, Cooma.

No. 30.

Telegram from Inspector General of Police to Superintendent Zouch.

Goulburn, 31 March, 1877.

CALL for Cornett's explanation first, and forward it; he may admit the charge.

Forwarded with attached papers to Mr. Medley, who will call upon Sergeant Cornett for any explanation he may wish to offer.

This telegram was in answer to one from me suggesting that this inquiry should be held by the Bench of Magistrates.

H. ZOUCH, Supt.,
31/3/77.

Police Office, Braidwood, 1 April, 1877.

MEMO.—These papers are forwarded to Sergeant Cornett, in order that he may make any reply that he may think fit to the charges preferred against him by Mr. Caswell.

Sergt. Cornett, Moruya.

J. R. MEDLEY.

No. 31.

The Inspector General of Police to Superintendent Zouch.

Police Department, Inspector General's Office, Sydney, 3 April, 1877.

SUPERINTENDENT Zouch ought to see the attached papers relating to the charge made against Sergeant Cornett by Mr. Caswell, P.M., Moruya.

EDMUND FOŠBERY,
I.G.P.

No. 32.

Sergeant Cornett to Sub-inspector Medley.

Police Station, Moruya, 5 April, 1877.

SERGEANT Cornett, No. 10, begs most respectfully to deny the charges preferred against him (in the attached report) by W. S. Caswell, P.M.

Sergeant Cornett begs to state that from this report and others sent prior to this one, it is quite evident the Police Magistrate is doing all in his power to ruin Sergeant Cornett's character and position.

JAS. CORNETT,

Sergt., 10.

For the information of Captain Zouch.—J. B. MEDLEY, Braidwood. For the Inspector General's information. I will retain the papers till informed whether or not the inquiry should be before the Bench of Magistrates.—H. ZOUCH, Sup., Sub.-div.

No. 33.

No. 33.

The Inspector General of Police to The Principal Under Secretary.

Police Department, Inspector General's Office, Sydney, 12 April, 1877.

As Sergeant Cornett denies the charge preferred against him, I submit that it would be advisable to have the matter investigated by an officer unconnected with the Police Department and the Bench at Moruya.

Perhaps I may be permitted to suggest that Mr. Allman, the Police Magistrate at Goulburn, should be authorized by the Colonial Secretary to proceed to Moruya for the purpose.

EDMUND FOSBERY,

I.G.P.

B.C., The Principal Under Secretary.

No. 34.

Telegram from Superintendent Zouch to Inspector General of Police.

25 April, 1877.

CASWELL v. Love. Am subpoenaed to appear on Monday next, also following members of police:— Senior-sergeant Brennan, Sergeant Cornett, Senior-constables Irwin and M'Lelland. Constables M'Carthy and Smith have to produce Mr. Love's Letter *re* Barlow v. Cornett; will you be good enough to see that it is ready for me.

No. 35.

The Inspector General of Police to The Principal Under Secretary.

Sir, Police Department, Inspector General's Office, Sydney, 29 May, 1877.

I have the honor to draw your attention to the papers respecting a charge preferred by the Police Magistrate at Moruya against Sergeant Cornett, transmitted to you under B.C., 12th ultimo, and to request that you will be good enough to inform me what has been done in the matter, as Cornett is under orders for transfer.

I have, &c.,

EDMUND FOSBERY,

Inspector General of Police.

It is suggested that an inquiry should be held into the matter by at least two public officers; the Inspector General of Police suggests that Mr. Allman, P.M., Goulburn, should inquire and report. 5/6/77.

No. 36.

The Police Magistrate, Moruya, to The Principal Under Secretary.

Sir, Court House, Moruya, 12 June, 1877.

With reference to the concluding paragraph of my letter of the 2nd August last, on the subject of the case *Barlow v. Cornett*, I do myself the honor to enclose herewith, a report extracted from the *Sydney Morning Herald* of the trial of the action brought by me against the Rev. James Graham Love, for the libel contained in a letter written by him in defence of Sergeant Cornett.

I beg you will draw the Minister's attention to this report, as the result of the action must entirely relieve me from the imputations contained in the letter and subsequent correspondence.

I have to apologise for the delay in making this communication, but since my return from Sydney I have been constantly engaged in more pressing business.

Although extremely desirous that this correspondence should terminate, I cannot conclude without submitting for the consideration of the Minister for Justice, whether these constables, Sergeant Cornett and Constable M'Carthy, who have evinced decided hostility by appearing at the Supreme Court to give evidence against me, should be allowed to remain in this district, where my duty brings me into intimate relationship with every police officer.

I have, &c.,

W. STEWART CASWELL,

Police Magistrate.

The Colonial Secretary, with reference to previous papers, and more immediately as regards this paragraph.—F.B.S., 26 June, /77. The Principal Under Secretary, B.C., 27 June, 1877.—W.E.P.

[Enclosure to No. 35.]

Supreme Court.—Monday, April 30.—Sittings for Causes.

Banco Court.

Before his Honor the Chief Justice and a Jury of four.

Caswell v. Love.

Jury: Messrs. W. H. Alderson, B. Byrne, J. Muloney, and S. Zollner.

Mr. Darley and Mr. Pileher, instructed by Mr. Robberds, appeared for the plaintiff; Mr. Butler, Q.C., and Mr. Simpson, instructed by Messrs. Rolin and Salter, for the defendant.

William Stewart Caswell, Police Magistrate of Moruya, sued James Graham Love, for writing a libellous letter about the plaintiff to Captain Zouch, Goulburn. The letter commenced as follows:—"My dear Sir,—I beg leave to draw your attention to certain proceedings which took place in the Police Court on Tuesday last, in which a very popular police officer of yours, Sergeant Cornett, was, in the opinion of most people here, very unjustly sentenced by the Police Magistrate, W. S. Caswell, to pay a fine of £2 and costs of Court." The letter then proceeded to animadvert upon the character of the plaintiff in the case heard at the Police Court, and concluded as follows:—"But the plaintiff is not very scrupulous in the use of his pen, and the Police Magistrate comes in for a goodly share of his attention; so that Mr. Caswell was nothing loth to serve him, on the principle of 'giving a sop to Cerberus,' and all the more readily because he could do so at the expense of the police; for it is notorious that Mr. Caswell allows no opportunity to pass of insulting the police, and seizes with avidity every pretext to lower them in public esteem. Any right-thinking man would suppose it to be the bounden duty of a paid Police Magistrate to protect the police, but I can assure you, sir, that no such protection is afforded them. Then, the term 'Bench' is so freely used as to be simply amusing when we all know that the Bench is only a synonym for W. S. Caswell. But of the Bench as constituted on Tuesday last, Mr. Collett is too timid to have an opinion of his own, or, if he has it, to put it forth and maintain it; and Mr. Simpson, one of the new batch of J.P.'s, is too ignorant to form an intelligent opinion; and yet they com-

pose

pose the 'Bench,' and so enable the Police Magistrate in some measure to screen himself from the consequences of the violation of justice with which the Police Court of Moruya is familiar. I have to apologise for trespassing upon your time to such an extent, but I think that I should have failed in my duty to my fellow-men if I had neglected to lay this state of things before you. Hoping you will take steps to have your officers both respected and protected in the discharge of their duty,—I am, my dear sir, very obediently yours, J. GRAHAM LOVE, Church of England Minister." £3,000 was claimed.

The defendant pleaded not guilty.

Before the Jury were empanelled, the counsel for the defendant stated that the parties had come to a settlement, the defendant, by his counsel, having written a paper retracting and regretting the libel, and also agreeing to a verdict for the plaintiff, with damages 40s. and costs, as between attorney and client.

The retraction was as follows:—"The defendant retracts the statements in the letter complained of, and regrets having written them. He wishes at the same time to say that he acted upon information which he believed, and was not actuated by personal ill-feeling towards the plaintiff. He finds, on consideration, that the statements which he was then induced to make are unjustifiable."

In accordance with the agreement, a verdict for 40s. was returned.

No. 37.

The Rev. J. G. Love to The Attorney General.

Sir,

H.M. Gaol, Darlinghurst, Debtor's Ward, 12 December, 1877.

I rejoiced here in my prison when the enclosed paragraph from *The Sydney Mail* was handed to me. I rejoiced in the thought that you were about to apply a remedy to what has long been a "crying evil," viz., the overbearing and unjust conduct of Benches of Magistrates to the members of the Police Force. In the midst of my gladness I formed the resolution of addressing you upon the subject—pray pardon the liberty—and directing your attention to what I in common with many others consider a case of gross injustice. I refer to the case of *Barlow v. Cornett*, decided by the Moruya Bench, presided over by W. S. Caswell, Police Magistrate, the particulars of which you can easily ascertain from my father-in-law, the Honorable Jno. Lackey, Minister for Justice and your colleague, as all the papers referring to the case must be I think in his office.

I interfered in the above case at the time and wrote a letter on Sergeant Cornett's behalf to his superior officer Captain Zouch, and for my interference I soon found myself in gaol, where I have been for the past six months and where I must remain for six months longer ere I can obtain relief by means of the Insolvency Act. Separated from my wife and family—separated from my congregation, to which I had ministered during the past six years—separated also from my sacred calling, because once I become insolvent I am no longer eligible to hold an appointment in the Church of England here.

This is my case, this is the result of my interference. I do not ask you to interfere on my behalf for I know you cannot aid me, but I do most earnestly request you to look into this case closely for the sake of Sergeant Cornett, his wife, and little children, and for the sake of justice and right. I am quite certain that if you are good enough to do so you will have the benefit of their earnest prayers, and I can assure you also of the heartfelt gratitude of one who has long admired you for your conspicuous abilities and your high sense of honor, and who now feels that he is honored in subscribing himself,

Yours, &c.,

J. GRAHAM LOVE, Clk.

P.S.—There are two Petitions signed by about 700 of the inhabitants of Moruya and Braidwood praying that a Select Committee of Inquiry may be appointed by Parliament to investigate the case of *Caswell v. Love*, but the House has been so very unsettled of late that my friends have advised me to withhold them for the present.—J.G.L.

[Enclosure.]

"Mnemon" in the *Sydney Mail*, Saturday, December 1st, 1877.

I HEAR that the Attorney General is directing his attention to certain decisions lately given in our Police Courts, and that it is probable the magistrates concerned will have an opportunity of following in the wake of their Honors the Judges, and giving reasons for their law. The "lawlessness" of the unpaid magistracy is being manifested with such persistent frequency that there is a danger of their claiming a prescriptive right to give *outré* decisions, unless the powers above them interfere. Within the past few days a decision has been given which is enough to demoralize a whole Police Force. It appears from the evidence that a respectable woman, when returning home unprotected at a late hour at night, was accosted by a less respectable being of the opposite sex. She was a woman of mind, however, as well as of physical power, and succeeded in not only keeping her antagonist at bay by thrusts and counter-thrusts of her umbrella, but in inflicting personal injury upon him. At this conjuncture a junior Robert came up, and the woman was given into his custody. Prosecutor accompanied the policeman and his captive to the watchhouse, but the officers there refused to take the charge, and the prosecutor was evidently in no way inclined to press it. The tables were then completely turned on the constable, and he was charged with assault and illegal apprehension. The prosecutrix talked somewhat loudly about her intention to speak to a J.P. whom she knew. Whether she did so or not I cannot say, but by a strange coincidence that worthy was on the Bench when the case came on, and Robert was fined £2, with the alternative of a month at her Majesty's gaol. One of the two magistrates, however, neglected to sign the depositions—an oversight that renders the penalty nugatory. If this is the kind of treatment the custodians of the peace are to expect from the Bench, there will be no wonder at their being *non est* when most needed.

No. 38.

Memo. of The Attorney General.

MINUTE FOR MY SUCCESSOR.

I HAVE just had time to glance rapidly through the papers published as a Return to the Order of the Legislative Assembly, concerning the Administration of Justice at Moruya; and I cannot help expressing my sense of indignation at the treatment to which Sergeant James Cornett has been subjected by the Police Magistrate of Moruya—Mr. W. S. Caswell. I am strongly inclined to hold the opinion that the great preponderance of testimony adduced is in favour of the sobriety, the forbearance, and the general good character of the Sergeant; and I think the whole matter is one which eminently deserves the serious attention of the Government.

I very much regret that my attention has only just been called to the matter by a letter from the Rev. J. G. Love, at present confined in the Gaol at Darlinghurst. If I had possessed an earlier knowledge

knowledge of the circumstances of the case, I should have felt it to be my duty to bring the whole matter under the notice of my honorable Colleague, the Colonial Secretary, as the head of the Department of Police.

I can now only commend the case to the careful consideration of my successor. The first revise of the printed papers has only just been placed in my hands.

Attorney General's Office,
Sydney, 13 December, 1877.

WILLM. B. DALLEY,
Attorney General.

I think my honble. Colleague the Attorney General should see these papers in case he would deem it to be necessary to write any remarks thereon.—J. LEARY, Jany., '78.

No. 39.

The Secretary, Attorney General, to The Rev. J. G. Love.

Reverend Sir,

Attorney General's Office, 13 December, 1877.

I have the honor, by direction of the Honorable the Attorney General, to acknowledge the receipt of your letter of this day's date, and to inform you that the Attorney General regrets that his attention had not been sooner invited to the circumstances of the case upon which you have addressed him. As it is unlikely that an opportunity will be afforded to him—owing to the fact that he now holds office only till the appointment of his successor—of dealing as he would desire to do with the subject.

I am instructed to apprise you that the Attorney General has requested that all papers in the Department of Justice in connection with this case should be forwarded to him without delay, and if sufficient time elapses to enable him to investigate the circumstances, he will place his views on record for the consideration of his successor.

I have, &c.,
ALEX. GREVILLE,
Secretary to the Attorney General.

No. 40.

Memo. of The Attorney General.

I HAVE read the Minute of the late Attorney General, bearing date 13/12/77, and also perused the papers attached. I do not like giving opinions upon incomplete facts, but I think sufficient appears upon these papers to show that each of parties mentioned—the Police Magistrate, the Sergeant of Police, and the Rev. Mr. Love—have been in their turns decidedly culpable. The Police Magistrate appears to have attempted to assume a position toward the police which he is certainly not entitled to, and failing to assert this position successfully his conduct towards the Sergeant does certainly wear the aspect of unjustifiable persecution. The Sergeant seems to have retaliated by refusing to the P.M. that respect and deference which the officer, irrespective of the man, is entitled to. Moreover, the charges of being under the influence of drink on several occasions have not been disposed of in a way calculated to clear his character, and one direct charge made against him by the P.M., dated Mar. 15/1877, does not appear to have been investigated at all, although involving very grave derelictions of duty. Having regard to the interests of the Administration of Justice it would seem to me that neither of these persons is the right man in the right place, and that certainly they ought to be separated. I think further that the suggestion of the Inspector General of Police that there should be a full inquiry is well worthy of consideration, not omitting the last specific charge by the P.M., Mr. Caswell.

W.J.F.,
A.G. 16/1/78.

No. 41.

The Rev. J. G. Love to The Minister of Justice, &c.

Sir,

H.M. Gaol, Darlinghurst, 21 January, 1878.

I beg to draw attention to the case of "Caswell *versus* Love," which I feel is one of very great hardship, and of which the following is a brief outline:—Mr. Caswell, the Police Magistrate of Moruya, fined Sergeant Cornett in the sum of £3 for having used some words to a Mr. Barlow during a dispute respecting a boat, the property of the Inspector General of Police, which Barlow attempted to take possession of; owing to this decision I addressed a letter to Captain Zouch, of Goulburn, Superintendent of Police for the Southern District, in favour of the Sergeant as against Barlow and Caswell's decision. This letter was sent by Captain Zouch to the Inspector General of Police, who forwarded it, together with copy of depositions, minutes by Mr. Superintendent Medley, Captain Zouch, and himself to the Hon. Joseph Docker, the then Minister for Justice, who at once sent them on to Mr. Caswell for immediate explanation. When Mr. Caswell received my letter he instituted an action against me for libel, claiming £3,000 damages; this action I defended, employing Rolin and Salter as my solicitors, and Messrs. Butler and Simpson as counsel. The case was grossly mismanaged, and only about five or ten minutes before it came on for hearing Mr. Butler urged its settlement; I was utterly helpless though I protested against such a course. But I unfortunately did not know at the time that I was at liberty to open my mouth in Court, except through my counsel. A verdict was entered against me for 40s. and costs, which I believe amounts to about £340. I neither would nor could meet this demand, and was in consequence arrested and thrust in here, where I have been for about seven months, separated from my wife and family, separated from my congregation to which I had ministered for above six years, separated also from my sacred calling, for once I become insolvent I am ineligible for employment in the Church of England in these Colonies, and I can see no means of relief but by the Insolvency Act.

Incredible

Incredible as it may seem, Mr. Caswell has been guilty of the unspeakable cowardice and meanness of sending into my prison the following message, viz. :—"Tell him that if he dares to file his Schedule I will give him three years longer in gaol for fraudulent insolvency." The papers in this case have been asked for in the House, and I have reason to believe that they are already in your office. The Honorable W. B. Dalley, late Attorney General, having at my instance perused them on behalf of Sergeant Cornett. If you will have the goodness to look into this on my behalf, I need not say how deep and heartfelt will be my gratitude; meanwhile

I have, &c.,

J. GRAHAM LOVE, Clk.

No. 42.

The Under Secretary of Justice, &c., to The Police Magistrate, Goulburn.

Sir, Department of Justice and Public Instruction, Sydney, 18 February, 1878.

In transmitting the accompanying printed and original papers having reference to charges preferred by the Police Magistrate, Moruya, against Sergeant Cornett, I am directed by the Minister of Justice and Public Instruction to request that you will have the goodness to proceed to Moruya and hold an inquiry into the charges in question, and also to the alleged want of respect exhibited by the police at Moruya to the Magistracy of that place, and on the other hand the want of consideration, or rather ill-treatment, said to have been suffered by Sergeant Cornett at the hands of the Police Magistrate.

I am also to request that you will give all parties concerned due notice of your intention to hold the inquiry, and apprise me of the date when it will be most convenient for you to proceed to Moruya.

You will be allowed the usual travelling expenses of 35s. per diem while engaged upon this duty, the voucher for which to be forwarded to this office for payment.

I have, &c.,

W. E. PLUNKETT.

No. 43.

The Police Magistrate, Goulburn, to The Under Secretary of Justice, &c.

Sir, Goulburn, 22 February, 1878.

In acknowledging the receipt of your letter of 18th instant (77/9,571), conveying the instructions of the Honorable the Minister of Justice that I should proceed to Moruya for the purpose set forth in your letter, I beg to request that you will be good enough to acquaint me—

Firstly, am I correct in supposing that the Minister desires the inquiry to be confined to the charges and counter-charges between the Police Magistrate and Sergeant Cornett, as well as the general charge of systematic disrespect on the part of the police towards the Magistrates of Moruya.

Fully admitting that my time and services are on all occasions at the disposal of the Government, I would yet respectfully beg to submit for the approval of the Minister that another Magistrate should be associated with me in the inquiry. My position as one paid Magistrate judging between another paid Magistrate and the Police is, I would urge, an invidious one. Mr. Houlton H. Voss, formerly acting Water Police Magistrate at Sydney, is at present temporarily living in Goulburn; he is a Magistrate of great experience, and has sat on several Government inquiries. If authorized by telegram I would consult Mr. Voss, who I believe would not object to be joined with me in the inquiry, receiving the same travelling allowance as myself. If, however, Mr. Leary is still of opinion that I should act by myself, I shall be prepared to proceed to Moruya at the beginning of the ensuing month, immediately after the Courts at Gunning and Collector have been held.

I have, &c.,

J. ALLMAN,

Police Magistrate.

No. 44.

Telegram from Police Magistrate, Goulburn, to Under Secretary of Justice, &c.

Sydney, 27 February, 1878.

MAY I request Minister's decision *in re* my letter and suggestion.

No. 45.

Telegram from Under Secretary of Justice, &c., to Police Magistrate, Goulburn.

27 February, 1878.

THE Minister of Justice approves of H. H. Voss, J.P., being associated with you, and that he be paid usual travelling expenses, 25s. per day. Your investigation will embrace what is mentioned in your letter of 22nd instant, including matters referred to in the late Attorney General's memo. (Mr. Dalley), and the present Attorney General's (Mr. Foster), with papers lately forwarded. The Minister of Justice desires the fullest inquiry and report.

No. 46.

The Under Secretary of Justice, &c., to The Police Magistrate, Moruya.

Sir, Department of Justice and Public Instruction, Sydney, 4 March, 1878.

Referring to your letter of 12th June last to the Principal Under Secretary, and previous correspondence having reference to charges preferred by you against Sergeant Cornett,—

I am directed by the Minister of Justice and Public Instruction to inform you, that the Attorney General is of opinion that a full inquiry should be held into the matter. I am accordingly to add, that the Police Magistrate, Goulburn, and H. H. Voss, Esq., J.P., have been instructed to proceed to Moruya for that purpose, and to give notice to all parties concerned, and I am to request that you will hold yourself in readiness for the inquiry.

I have, &c.,

W. E. PLUNKETT,

Under Secretary.

No. 47.

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No. 47.

The Under Secretary of Justice, &c., to The Under Secretary, Colonial Secretary's Department.

Sir, Department of Justice and Public Instruction, Sydney, 4 March, 1878.

Referring to your letter of the 28th July last, forwarding a copy of an order of the Legislative Assembly for copies of papers, &c., in reference to the recent proceedings before the Supreme Court in the case of Caswell against the Rev. J. Graham Love; also for copies of correspondence between the late Inspector General of Police and W. S. Caswell, Police Magistrate, Moruya, having reference to certain charges made by the latter against Sergeant Cornett, of that place, I am directed by the Minister of Justice and Public Instruction to state, for the information of the Colonial Secretary, that the whole of the papers in this matter, having been submitted for the consideration of the Attorney General, he concurs in the suggestion of the Inspector General of Police, that a full inquiry should be held into the various statements disclosed in the papers, including those matters referred to in the late Attorney General's memo. 13 December last, and not omitting last specific charge of drunkenness preferred by Mr. Caswell against Sergeant Cornett.

I am also to acquaint you that Mr. Allman, Police Magistrate, Goulburn, and Mr. H. H. Voss, J.P., have been instructed to proceed to Moruya for the purpose of investigating this matter, which it is their intention to do in the early part of the present week, and that due notice will be given to all parties concerned of time and place of holding the proposed inquiry.

I am to request that the Inspector General of Police may be instructed to cause Sergeant Cornett to be informed accordingly.

I have, &c.,
W. E. PLUNKETT,
Under Secretary.

No. 48.

The Minister of Justice, &c., to The Rev. J. G. Love.

Reverend Sir, Department of Justice and Public Instruction, Sydney, 5 March, 1878.

Referring to your letter of 21st January last, and previous correspondence, having reference to charges preferred against Sergeant Cornett by Police Magistrate, Moruya, I am directed by the Minister of Justice and Public Instruction to inform you that the Attorney General is of opinion that a full inquiry should be held into the above matter.

The Police Magistrate, Goulburn, and H. H. Voss, Esq., J.P., have accordingly been instructed to proceed to Moruya for that purpose during the early part of the present week, and to give due notice to all parties concerned of the day upon which the inquiry is to be held.

I have, &c.,
W. E. PLUNKETT,
Under Secretary.

No. 49.

The Police Magistrate, Goulburn, to The Under Secretary of Justice, &c.

Sir, Goulburn, 7 March, 1878.

I do myself the honor to acquaint you, for the information of the Honorable the Minister for Justice, that I purpose, in company with Mr. H. H. Voss, proceeding to Moruya early on Monday next. I have arranged for my duty during my absence, and all parties connected with the inquiry have received due notice.

I have, &c.,
J. ALLMAN,
Police Magistrate.

No. 50.

Telegram from Police Magistrate, Moruya, to Under Secretary of Justice, &c.

Sydney, 9 March, 1878.

Re CORNETT, may I request detailed particulars of my alleged illtreatment of Cornett to be investigated here on 14th instant.

No. 51.

Telegram from Under Secretary of Justice, &c., to Police Magistrate, Moruya.

12 March, 1878.

In reply to your telegram of the 9th instant Mr. Allman, Police Magistrate, Goulburn, has the whole of the papers in the matter relating to inquiry, to whom you had better apply for particulars.

No. 52.

Report of Evidence taken at Inquiry.

Sir, Goulburn, 30 March, 1878.

In accordance with instructions received in your letter of 18th February last, we beg to report, for the information of the Honorable the Minister of Justice and Public Instruction, that we have carefully, and great length, gone into the various charges arising between the Police Magistrate at Moruya and Sergeant Cornett.

We

We have divided these charges into the following heads, viz. :—

- 1st. The several charges of drunkenness against Sergeant Cornett.
- 2nd. The direct charge of drunkenness and oppressive conduct made against Sergeant Cornett by Mr. Caswell in his letter, dated March 15th, 1877.
- 3rd. The alleged want of respect exhibited by the Police at Moruya to the Magistracy of that place.
- 4th. "The want of consideration, or rather ill-treatment, said to have been suffered by Sergeant Cornett at the hands of the Police Magistrate."

After due investigation we would submit, that as regards "the several charges of drunkenness against Sergeant Cornett," that although there is some proof that on one or two extraordinary occasions he may have, under excitement, indulged in an extra glass of spirits, the whole tenor of the evidence has shown that he has in no single instance been found wanting in the efficient performance of his duty.

The statement of the witness Barlow in the evidence taken before us, as to the one alleged very apparent case of drunkenness on Sergeant Cornett's part, is flatly contradicted by District Court Judge M'Farland. (See Schedule X, Letter A, and other evidence.)

With reference to the "direct charge of drunkenness and of oppressive and insulting manner against Sergeant Cornett" in the Rutherford case (see Schedule Y), after the most minute inquiry we cannot find that the sergeant can be held to have been in a state of drunkenness, or that he has in any way behaved in an "oppressive and insulting manner."

Mr. Caswell may have been actuated by a desire to assist the sergeant, but we think that his going to the Court-house, taking a magistrate with him, and discussing the "powers of the sergeant," was uncalled for, and tended to produce the somewhat unseemly scene that occurred there.

Then, as to the third charge of "alleged want of respect exhibited by the police at Moruya," &c., we found no evidence to support the charge of disrespect on the part of the Police towards the Magistrates at Moruya; and to Sergeant Cornett's personal disrespect to the Police Magistrate, the sergeant admits having, when greatly irritated, used unbecoming words to Mr. Caswell; but we think the unpaid Magistrates greatly mistook their functions when they persuaded the Police Magistrate to call Sergeant Cornett into their room, and that the Police Magistrate greatly erred in judgment, not only in acceding to their request that Cornett should come in, but also in indulging in personal charges and accusations against Sergeant Cornett.

Any breach of the sergeant's duty should have been more properly brought under the notice of his superior officer when it occurred, and not after a period of some four or five years being discussed by the Police Magistrate with Sergeant Cornett himself.

As regards the ill-treatment at the hands of the Police Magistrate towards Sergeant Cornett, it is perhaps no part of our duty to remark upon the fine inflicted upon the sergeant by the Moruya Bench in *re* Barlow *versus* Cornett (see Schedule Z), yet we feel the fine inflicted may have been excessive, and it may be that some Magistrates would have refused a summons at all in the case. We cannot help, however, noticing the hostile feeling evinced by Mr. Barlow in his evidence before us on the first charge ("several charges of drunkenness," &c.), and the unmistakable refutation of his (Barlow's) statement as to the condition of the sergeant on the District Court day, 20th November, 1875, not only in Judge M'Farland's letter (Schedule X, letter A), but by other witnesses.

The Inspector General of Police has already removed Sergeant Cornett from Moruya, thereby anticipating what we should have felt called on respectfully to suggest.

While assured that Mr. Caswell has in every instance been actuated by an honest desire to do his duty faithfully, we regret that he should have felt called on to prefer such grave charges against Sergeant Cornett after a length of time had elapsed, and which he evidently never would have done had it not been for the letter of the Reverend Mr. Love to Captain Zouch.

The Police Magistrate seems to have erred in judgment in maintaining the relative positions of himself and Sergeant Cornett, and thus to have caused the latter, whom we cannot for a moment regard otherwise than an efficient and good officer, somewhat to forget himself in addressing Mr. Caswell.

A very good feeling seems to exist between the unpaid Magistrates and the Police at Moruya; and if the Police Magistrate had not felt called upon, as he says, "in self-defence," to bring these grave charges against Sergeant Cornett, this inquiry never would have become necessary.

We cannot say, after careful examination, that any of these charges have been sustained. We think it was a mistake on the part of Mr. Caswell to make his so-called "self defence" the ground of bringing such serious charges against Sergeant Cornett, and that it is very much to be regretted that he did so only after the writing of the letter by the Rev. Mr. Love to Captain Zouch, dated 25th May, 1876.

The Under Secretary, Dept. of Justice, &c.

We have, &c.,

J. ALLMAN, M.P.
HOULTON H. VOSS, J.P.

[Enclosure.]

PROCEEDINGS of Inquiry touching "the Administration of Justice at Moruya." Held on 14th March, 1878, and subsequently.

1. *General charges of drunkenness against Sergeant Cornett.*

W. S. Caswell, Police Magistrate at Moruya, states :—I have been Police Magistrate for twenty-one years at Moruya; as nearly as I can recollect it is about five years since I first observed Sergeant Cornett under the influence of drink at the racecourse of Moruya; he was riding about in a violent and extravagant manner; I did not judge that he was drunk from his speech; I saw Sergeant Cornett going to the bars frequently; I was not brought into personal contact with Sergeant Cornett; on the second occasion, about the 20th of November, 1875, when the District Court was being held at Moruya, Sergeant Cornett followed me with a telegram, and came to me three times subsequently on the same day; he was then so intoxicated that he could not walk straight; Sergeant Cornett brought me a telegram which it was no part of his duty to do, and also persisted in showing it to me, and said "I know you have something to do with this"; a man named Jeffers was standing by at the time; I asked a person to take him to his barracks; on the third occasion I met Sergeant Cornett on the Bateman's Bay Road; Mr. Anderson, J.P., was with me; he appeared to have had a good deal of drink, and did not stand steady; he was very talkative; his state was the subject of conversation between Mr. Anderson and myself; on the 26th January, 1876, at the opening of the Moruya Bridge, I am certain from Cornett's manner that he had taken more drink than he ought to have done; this was about 10 o'clock at night, during the dinner; he was fussy, and acted in quite a different manner to what he generally does; I did not speak to Sergeant Cornett during the dinner; within the last two years I have seen Sergeant Cornett under the influence of drink in the Court-house during business, and while he was examining a witness; it was the subject of conversation between myself and Mr. Collett, J.P.; I have seen Sergeant Cornett in the streets on two or three occasions, and have tried to avoid him in order that I might not appear to see him. *Examined*

Examined by Mr. Roberts for Sergeant Cornett: Sergeant Cornett is a mounted officer when on duty; on the occasion of the races he was a mounted officer; he would have to ride about more quickly than he would when on duty in the streets; I judged of his state from the statements of other people; there was no disturbance in any of the booths which called for Sergeant Cornett's attendance; on the second occasion, that is, on the 20th November, 1875, he staggered as he walked; he was not correct in his speech; on each occasion he was only a few minutes with me; I believe that he went into Coxon's public-house during the sitting of the Court, but I am not certain as to the day; Sergeant Cornett was going to the Bay on the third occasion, and it was 15 miles from Moruya; he was not at all offensive, only talkative; Sergeant Cornett dismounted and mounted in my presence; I did not think his horse was a restive one; on the fifth occasion I did not consider myself called upon to say anything officially about Sergeant Cornett's state; I cannot at present fix any date as to the last two years; I wish to correct one part of the cross-examination; I judged of Cornett's inebriety by my own judgment, and what some others told me on the racecourse.

Taken before me, at Moruya, on this 14th day of March, 1878,—

J. ALLEMAN, P.M.

HOULTON H. VOSS.

W. STEWART CASWELL.

Patrick Brown, butcher, at Moruya, states: I remember the Yarragee races; I saw Sergeant Cornett on that day; I saw him on the racecourse between 12 and 1 o'clock; he borrowed a whip from me; I cannot say that I had anything to drink with him on that day; I saw him frequently during the day; I cannot say what state he was in, as he was a stranger to me; I saw him about 4 o'clock in the evening, and told him that three or four parties asked me to fight, and I wanted him to protect me; I drank nothing myself; when I asked Sergeant Cornett to protect me I understood him to say he would see to me directly; he did not come, although the parties I complained about continued to aggravate me, and challenge me to fight; I did not notice the state Sergeant Cornett was in when I went the second time for the whip; he was still at a booth, at which I had left him; about half an hour must have elapsed; on the 20th November, 1875, between 3 and 5 o'clock, I was at Coxon's Hotel; Sergeant Cornett was there in the bar parlor; Henry Boot was present also; we had some drink; as far as I can remember, Sergeant Cornett shouted two or three times; I drank lemonade; I don't know what Sergeant Cornett drank; I considered him the worse of liquor, but I would not swear any man was drunk; I would not do any business with him; he wanted to shout again, but I told him he had had enough, and to go home; I don't remember seeing him at any time under the influence of drink in the Court-house; I cannot say that I have seen Sergeant Cornett under the influence of drink at any other time; I have often seen Sergeant Cornett what I considered fresh, though I cannot say that he had any drink; there is a great difference in him when he is fresh and when he is not; I mean in his mode of speaking.

Cross-examined by Mr. Roberts: I do not remember hearing any complaint from the people on the course about Sergeant Cornett; he appeared to manage his horse properly; when I saw him at the Yarragee races he was only walking his horse; I never noticed him; I did not notice him drink anything at the booth; I cannot remember that it was the 20th November, but it was during a District Court while I was at Coxon's; Sergeant Cornett was fresh on the District Court day before I came to him; I don't consider Sergeant Cornett an excitable man; when he is fresh he is very jolly, and wants you to drink as often as you will; I have never known him when fresh to be offensive; on the occasions that I saw Sergeant Cornett at the booth he was on his horse.

Taken before us, on 14 March, 1875,—

J. ALLEMAN, P.M.

HOULTON H. VOSS, J.P.

PATRICK BROWN.

William Thomas Flanagan, a Magistrate residing at Moruya, states: I have known Sergeant Cornett about three or four years; during that time I have seen him under the influence of liquor; I have seen him about half a dozen times under the influence of drink; I did not notice Sergeant Cornett at the Bridge dinner; I remember seeing him under the influence of drink at the Bateman's Bay races; any man that knew him could tell that it was so; I have never seen him that he was not able to take care of himself; I remember him one day at the other side of the river, at Mullenderree, being under the influence of drink; I cannot say that I have ever noticed Sergeant Cornett under the influence of drink in Court; when I noticed him on the other side of the river he was in uniform.

Cross-examined by Mr. Roberts: A man that did not know him would have thought him a strange sort of man; it was doubtful at Bateman's Bay whether he was capable of doing his duty properly; on the occasions when I have seen him under the influence of drink I doubt if he was capable of doing his duty correctly; it has never come to my knowledge that he did not do his duty correctly on the times I have mentioned; I have not thought it necessary to report him; I have never noticed him in any way offensive, but the contrary; Sergeant Cornett has always been a very quiet officer—I mean that he has let things pass over that it was just as well he did; I believe there are things that he might have taken notice of when he did not.

Re-examined by Mr. Caswell: I have a friendly feeling towards Sergeant Cornett, which was shared by the whole Bench; on the occasions when I have seen him under the influence of drink I would not have sent him on a message to his superior officer.

By Mr. Roberts: I do not remember outside the Court-house, since Mr. Love's letter, saying to Sergeant Cornett "Beware of Caswell, he has a down on you, and will injure you if he can; you had better go away from here; you will have no peace," or words to that effect; I don't think it at all likely that I said any such thing; I could not have said so with truth; I may have told Sergeant Cornett that he had better get away from the district, although I never made the remarks about Mr. Caswell; I advised Sergeant Cornett to leave the district, because the place was in a ferment about Mr. Love's affair and other things and the big letter.

Taken before us, on March 15th, 1878,—

J. ALLEMAN, P.M.

HOULTON H. VOSS, J.P.

W. T. FLANAGAN.

Reginald Heber Barlow states: I am an architect; I live about 10 miles from Moruya; I know Sergeant Cornett; I particularly remember a District Court being held at Moruya; a case, "Collier versus Sly," being heard; I saw Sergeant Cornett after the Court rose, under the verandah at Staunton's public-house; I certainly considered him very drunk; he was talking to me, and Judge Macfarland passed down the street, and Cornett said he would go and have a yarn with his old friend; I tried to persuade him not to go, but he persisted in it; there were a number of people in the street at the time, and I was afraid he would expose himself before the Judge if he did go; I took hold of him by the arm; he staggered down the street, and went up to Judge M'Farland at Mrs. Coxon's verandah-door; I followed down the street; I observed Sergeant Cornett talking to the Judge, and the Judge was moving from side to side to avoid a collision; I have seen him under the influence of drink several times, but I cannot specify dates; I don't think I have seen Sergeant Cornett but once in a public-house; he was then under the influence of drink, and in uniform.

Cross-examined by Mr. Roberts: The District Court closed between 4 and 5 o'clock in the afternoon; I had not seen Sergeant Cornett that day until under Staunton's verandah; this was just after the closing of the Court; it was only a few minutes after I saw him at Staunton's that he followed the Judge down the street—perhaps 4 or 5 minutes; he staggered down the street, I mean he walked unsteadily; when the Judge was shifting from side to side to avoid Cornett, Cornett was staggering; what I could see, the Judge could see; I can remember the time when I saw him in the public-house, it was at Harkus's; it was in the afternoon, about two years ago; Harkus was there; there has been some unpleasantness between Sergeant Cornett and myself, which resulted in a summons.

Taken before us, on March 15th, 1878,—

J. ALLEMAN, P.M.

HOULTON H. VOSS, J.P.

REGINALD H. BARLOW.

William Henry Simpson, a Magistrate, living near Moruya, states: I have been a regular attendant at the Moruya Police Court for the last three years; I know Sergeant Cornett; I have seen Sergeant Cornett under the influence of liquor three times that I could be sure of; I remember a District Court day more than two years ago; he spoke to me, and I could see from his manner that he was under the influence of drink; this was in the street during the afternoon; on the second occasion I saw him under the influence of drink at the bridge opening before the dinner commenced; he was not very bad and

I did not observe it till I spoke to him; I then observed it from his speech and his mode of speaking; he mentioned things that had occurred in the district which he would not have done had he been sober; on the first occasion I don't think if anything had occurred he could have done his duty properly; I make very little delay in the town except on Court days.

Cross-examined by Mr. Roberts: Sergeant Cornett was walking in the direction of the bridge at the time; this was between 3 and 6 o'clock; no one remarked to me as to Cornett being in liquor on the occasion of the bridge dinner; Mr. Caswell did not; I have known Sergeant Cornett about four years; with the exception of what I have mentioned I have no reason to doubt his efficiency as a police officer.

Re-examined by Mr. Caswell: There has always been a kindly feeling on the part of the Bench towards Sergeant Cornett; I have thought at times that he was a little inattentive but nothing to complain of.

By Mr. Roberts: I cannot remember at any time any particular thing that Sergeant Cornett has been inattentive to in his duty as a police officer; I remember there have been times when the Bench might have complained, but I cannot remember the circumstances.

Taken before us on March 15th, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

H. H. SIMPSON.

James Lynch, farmer, Mullenderree, states: I know Sergeant Cornett since he came to Moruya; I have seen Sergeant Cornett under the influence of drink only once that was remarkable; this was on the Mullenderree road a few months after he came to Moruya; he was riding; we tried to take him back and not to go into town; his horse turned into my paddock and out again; he went a little way up the road and then turned back into the town; he was incapable of guiding his horse; after he turned back he got off the horse and stood against the horse teasing his mane; he mounted again with some difficulty; I have noticed grog on him since, but nothing to do any harm; I wanted to take him to the house, but he could not understand me; I never spoke to Mr. Caswell about it, but I have to other people.

Cross-examined by Mr. Roberts: I have mentioned it to other people; I know all about horses myself.

Taken before us on March 15th, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

JAMES LYNCH.

William Truman Collett states: I am a Magistrate, and live about 3½ miles from Moruya; I have known Sergeant Cornett since he first arrived in the district; I remember two occasions on which I have seen him under the influence of drink; on the first occasion on a private land sale before the bridge opening, I saw him at Coxon's in the verandah about noon; he was teasing Mr. Clark, M.P., who made a remark which drew my attention to Cornett; he was the worse for liquor, but capable of doing his duty; he was speaking loudly, and hurrying backwards and forwards; on the second occasion, in the afternoon of the day of the bridge opening, Sergeant Cornett was excited; he was drinking, and was asking people to drink with him; he asked me to drink with him; from these circumstances I judged him to be under the influence of drink, but not incapable; I did not mention it to the Police Magistrate; on one occasion, after the sitting of the Court, a remark was made that there was something wrong with the sergeant; generally, during the hearing of Police cases he was excited; I have seen him during the hearing of the Court in such a state as to make me remark that he was either in a very bad state of mind, or that he had been drinking; Sergeant Cornett's name would not have been brought into question but for his (Cornett's) refusing to disown a connection with Mr. Love's letter after being repeatedly invited to do so by the Bench; I don't mean the Police Magistrate.

Mr. Roberts: I have never seen the sergeant incapable of acting as a police officer; I have attended the Court regularly every Tuesday for twenty-two years.

Taken before us on March 15th, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

W. T. COLLETT.

Robert Anderson, J.P., states: I reside about 6 miles from Moruya; I have known Sergeant Cornett ever since he came to Moruya; I have seen him under the influence of liquor two or three times; the first time I have observed him in this state was in this state was on the Bateman's Bay public road; this was about two years ago, in the afternoon; I thought, from his appearance on horseback as he rode up and met us, that he was under the influence of drink; he got off his horse and was speaking to Mr. Caswell; he swayed up against his horse unsteadily; I moved off a little, and afterwards told the Police Magistrate that as I thought Cornett was a little fresh I wanted not to be near him; Sergeant Cornett and Constable Williams did not pass together, although I believe Cornett said they had started together; it was only after the Love affair that I reminded the Police Magistrate of this incident; on the second occasion, which I have never mentioned to any one, was about last November twelve months, about the time of Clark's land sale; this was in the afternoon, on Coxon's verandah; Mr. Clark, M.P., drew my attention to it; he was making several offers for land to Mr. Clark, sometimes one offer sometimes another; he was going backwards and forwards, and was unsteady in his manner of walking; I have often seen him when I could know he had been drinking, but not particularly noticeable, except on the occasions I have mentioned; referring to my letter to Sub-Inspector Medley, I certainly on some occasions should not have considered Sergeant Cornett fit to do certain duties connected with his office when he has been in the state I have described.

Cross-examined by Mr. Roberts: On the occasion at Bateman's Bay Road I think Mr. W. P. Flanagan, J.P., was with us; I did not speak to Cornett; the only words I heard him say were, "We left the bay together"; Mr. Caswell said to me, "What is the matter with Williams—he seems to have dust on his coat?"; he did not refer to him as being under the influence of drink; it is most likely the Mr. Peter Flanagan was there.

Re-examined by Mr. Caswell: I am sure it was not on the short cut on the Bay road when this occurred, and I am also sure Cornett was returning from the bay towards Moruya.

Taken before us on March 15th, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

ROBERT ANDERSON, J.P.

Robert Jeffers, selector, residing at Wandello, 52 miles from Moruya, states: I formerly resided in Moruya; I have been frequently to and fro, and stayed at Moruya for two or three weeks at a time; I remember the Yarragee races; I saw Sergeant Cornett there; I have seen him frequently since; I have seen him three or four times under the influence of liquor; the first time I saw him I think was at Coxon's Hotel; I was sitting in one of the rooms when Cornett came in; I thought he was pretty fresh; we had a couple of glasses of spirits each; on the second occasion I saw him in the streets, twice afterwards; I believe he was in uniform on each occasion; I fancied on each of these occasions he was under the influence of drink from his appearance; there was a sort of slime on his mouth; I remember on one occasion his going up to Mr. Caswell somewhere opposite Staunton's; I remarked to the Police Magistrate that the sergeant was pretty well on, or words to that effect; I hardly think he was capable of duty at that time.

Cross-examined by Mr. Roberts: I did not expect Sergeant Cornett at Coxon's; I slipped away from him, and left him in the room.

Taken before us on March 15th, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

ROBERT JEFFERS.

Peter Staunton, labourer, states: I know Sergeant Cornett; I have never seen him under the influence of drink; I have never seen him unable to get on his horse; I never assisted him to get on his horse; I have known Sergeant Cornett since he came to Moruya.

Taken before us, on March 15th, 1878—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

PETER STAUNTON.

William

William George Pentland Caswell, states: I reside with my father in Moruya; I know Sergeant Cornett; I have seen Sergeant Cornett once slightly under the influence of liquor, when Mr. Medley was down here; this was late at night, in the street, opposite Staunton's; I remarked to Mr. Clark that the sergeant was full, or words to that effect; I judged of his state from the way he talked to me.

Cross-examined by Mr. Roberts: I have seen and spoken to Sergeant Cornett three or four times before; I was the first to speak to Sergeant Cornett, and said good night; he and Constable Williams stopped; we were speaking about 5 minutes; I cannot say he was unfit for duty.

Taken before me, on March 15th, 1878—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

P. CASWELL.

Mr. Caswell, P.M., desires to supplement his evidence, and states: I was present at Clark's sale, referred to in the evidence; I saw Cornett acting in a very excited manner, being evidently under the influence of drink; he was running to and fro to Mr. Clark; I am certain from his general appearance he was under the influence of drink, so much so that I remarked it to persons present; I think he was quite incapable of doing his duty.

Cross-examined by Mr. Roberts: I did not recollect this till I heard Mr. Collett's evidence this morning; I heard Mr. Collett say, before the Commissioner, that he did not consider Cornett incapable of doing his duty on that occasion; he was not staggering, but appeared stupid.

Taken before us, on March 15th, 1878—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

M. STEWART CASWELL.

FOR THE DEFENCE.

Sergeant Cornett calls *Peter Flanagan* who states: I am a road contractor and live at Moruya; a little over two years ago I remember going with Messrs. Anderson and Caswell on the Bateman's Bay Road; we met Constable Williams first and then Sergeant Cornett; they were going towards Moruya; I heard Mr. Caswell say that Williams was groggy, and also remarked about the state of his coat; Sergeant Cornett came forward; he dismounted from his horse and called Mr. Caswell on one side; he remained speaking to him a few minutes, then mounted and rode on; I remarked nothing the matter with him, he seemed as usual; I did not remark that he had any difficulty in getting on his horse; I have known Sergeant Cornett since he came to the district; I have never heard any complaints against him as a police officer; I have never seen him drunk or incapable at any time; I have never seen him under the influence of drink.

PETER FLANAGAN.

Taken before us 15th March, 1878,—

J. ALLMAN, P.M.,
HOULTON H. VOSS, J.P.

16 MARCH, 1878.

Sergeant Cornett states as follows: I am now stationed at Young; I came to Moruya on the 6th April, 1874, and I left on the 11th July, 1877; I remember the Yarragee races; I was on duty on the course; Constable Williams was also on duty; I was not intoxicated on that day; I was on duty till 12 o'clock midnight on that day; up to the time of my leaving at midnight I was in no way intoxicated; Williams and the other constables were with me, and I did not leave till everything was quiet in the town; I did go to the booths twice on the course; Constable Williams was with me; Mr. Gannon, J.P., who was Judge of the course, invited the Police in to have a drink; we had also something to eat; during the afternoon also I had a glass of porter; I had had nothing previously in the forenoon; after the conclusion of the second day's races, Mr. Gannon, J.P., and Mr. Coman called us (the Police) over, and complimented us on the way we had done our duty on the course; I remember the District Court day of November 20th, 1875; I was on duty on that day in the District Court till half-past 3 or 4; Judge Macfarland presided; I was not "undeniably drunk" on the afternoon of that day, and did not "stagger" in my walk; I saw Mr. Caswell in Vulcan-street; I may have shown him a telegram; I remember it was from Sub-Inspector Sanderson; I don't recollect speaking to Mr. Caswell more than once; when the Court closed, I followed the Judge to Coxon's; I did not meet Barlow under Staunton's verandah; I am prepared to swear this; I did not overtake the Judge, but saw him enter his room from the side door of the verandah; I followed him and knocked at his door; the constable who was told off to attend the Judge having sickness in his family I volunteered to do his duty as constable in attendance to the Judge; Mr. Caswell when he was standing near me never asked any one that I heard to take me to my barracks; with reference to my being intoxicated I wrote a letter to Judge Macfarland and received an answer from the Judge, a copy of which is contained on page 21 of the printed Parliamentary papers now put in and marked A in schedule; I did go to Bateman's Bay in company with Constable Williams; it is over three years ago; on returning from the Bay I saw Mr. Caswell, Mr. Anderson, and Mr. Peter Flanagan standing on the road on this side of the Polwamba Mountain; I was by myself, and Williams was on before me; when I first saw them I was cantering along; I saw Mr. Caswell amongst the men, and from something I had heard I wanted to speak to Mr. Caswell on police matters; I called the Police Magistrate on one side and dismounted; after our conversation I bid Mr. Caswell "good evening", mounted, and rode on towards Moruya; I was perfectly sober; when I got to Moruya I saw Williams; when I left Mr. Caswell it was about 3 or 4 o'clock; the reason I let Williams come on was that I had slaughter-house inspection duty to perform on the road, and his wife was on the coach, whom he wished to meet; I saw Williams in Moruya about 5 o'clock; I was quite sober; I had to swim my horse across the river after a boat, and did so; I remember the opening of the Moruya Bridge; there was great excitement in Moruya; there were a great number of people; I was in charge of the police on that day; I brought the men down to the bridge about 10 o'clock to do duty; I remained on duty till past 11 o'clock at night on that day; I remember the dinner; during the whole evening I was as sober as I am now; I was not intoxicated at any part of the day; there was a large crowd against Coxon's verandah door; I was there with the other men, and had to use considerable exertion to keep the people quiet, as they wished to get in to look at the dinner which was being got ready in the verandah; if I was "fussy," it was only because I had to use great exertion to keep the people quiet; there was some disturbance inside in consequence of a digger, a powerful man, becoming excited; some one called for the police; I was going in, but some one said that it was all right; I did not go in; this was about 9 o'clock, after the dinner was over; I remember everything I had to drink on that day; after 12 (noon) I had a glass of ale at Harkus's; this was after the procession was over under the arch over the bridge; about 3 in the afternoon I think I had a glass of gin at Staunton's; it was very hot weather, and I was very exhausted from the duty of the day; afterwards, when the excitement was over for a time, I asked Senior-constable Smith, from Nelligen, to come to the barracks for some refreshment; we had some dinner and a glass of porter; about 6 or 7 o'clock I went on duty again, and met Dr. Llewellyn in the street opposite Coxon's; I walked with the doctor across the bridge and back; I had nothing more till late at night, about 11 or half-past; I met Mr. Hawden and his son going to Harkus's Hotel; Mr. Hawden, sonr., was chairman at the dinner; I was then asked by Mr. Hawden to have a drink at Harkus's; I did go to Harkus's and had brandy and lemonade; I had nothing more that day; I saw Mr. Collett in the afternoon; I did not ask him to drink but I think he asked me to drink; Mr. Collett was not present on any of the occasions that I had any drink that day; I did not drink with Mr. Collett as I had duty to attend to; I saw Mr. Simpson, J.P., on that day; I do not remember having any conversation with him. (Mr. Roberts here put in Mr. J. Hawden's letter, page 20 of the printed proceedings—marked B on Schedule); also a letter from Mr. Guy, J.P., who is unable to attend at the inquiry (marked C on Schedule); and a letter from Dr. Rees Llewellyn, of Braidwood (marked D on Schedule); also a letter from J. W. Voller (marked E on Schedule.) On the day of the District Court I was not in the bar parlor of Coxon's with Patrick Brown and Boot, but I have been there with both of them at Coxon's on another occasion; on that occasion it was to transact business with Brown; I deny having been in any way intoxicated the last two years, and have always been able to perform my duty when called upon; I have never been intoxicated in the streets or on the road; I have never on any occasion been intoxicated in the Court; I have served in the police force for twenty-three years as sergeant and corporal—eighteen years in this colony and five in the Irish mounted constabulary, and can produce testimony to that effect; during the whole of this time I have never been fined or reprimanded by my superior officer; referring to Lynch's evidence, I totally deny that I was under the influence of drink on

the Mullendree road; I remember dismounting when the horse wanted to stale; after I mounted I rode straight to Moruya; I remember November, 1876, and the land sale at Coxon's; I was present; the sale took place on the verandah; I was there on duty and on private business also; I remained there about half-an-hour; I was not intoxicated; I saw Peter Planagan there, also Mr. Collett, J.P.; I had business with Mr. Collett; I saw Mr. Edward Harpur there, and Mr. Charles Crapp; I heard the evidence given by Mr. William George Pentland Caswell when he stated that I was intoxicated during Mr. Sub-inspector Medley's visit; it was not true; at that time I was not stationed here; I was stationed at Braidwood; Mr. Clark, C.P.S., and Constable Williams were present when I spoke to Mr. Pentland Caswell; I have never been charged with drunkenness by any of the magistrates, and never been reprimanded for drunkenness during business at the Police Court; I have been called to order by the Bench, in conducting cases before the Court; I may have become excited with the witnesses; I deny being intoxicated at Harkus' public-house about two years ago, as stated by Mr. Barlow; my interview with Doctor Lewellyn, now, I recollect, was between 8 and 9 o'clock; it was not sickness in Macarthy's family that induced me to take his place as attendant on the Judge, but to allow him to consider a telegram I had received, offering him the place of acting-gaoler at Young; Sub-Inspector Medley and myself arrived at Moruya on 29th of August, 1877; I remember Bateman's Bay races; I was on duty; I was sober all day; I had two or three glasses; I went there with Mr. Lackey; Mr. Guy, J.P., was at the races, and after the races I and Constable Macarthy went down to his house; I received papers from the head of my Department relative to the "Love case;" I wished to consult him about the charges of drunkenness contained in those papers. (Letter from Postmaster at Bateman's Bay here put in, also that from Postmaster at Mago, and marked F. and G. in Schedule.)

Cross-examined by Mr. Caswell, P.M.: I only drank twice, except at dinner at the Yarragee races, with Gannon and Coman; I don't recollect taking Mr. Caswell's son in and giving him a glass of porter; I may have, and I may have not; I remember something that occurred in Queen-street after the Yarragee races; I don't recollect whether I stopped the crowd or not; I don't recollect going to the Police Magistrate about it; on the District Court day, or on any other day, I never showed Messrs. Collett and Bell a wound on my leg, saying it was received in the Crimea; I don't remember showing the Police Magistrate a telegram four times; I only showed it once near the stump which I pointed out; I don't recollect any one being present when I showed the telegram; when I met them on the Bateman's Bay Road I believe Messrs. Anderson and Caswell were on foot; I think it was police duty I spoke to the P.M. about on the Bay Road; I am sure no one wore my uniform cap that night at the Bridge dinner; I did not see Mr. Stewart Caswell at the Bridge dinner, or about; I did not offer my ticket to Stewart Caswell to go into the dinner; I did not catch him by the shoulders and maul him about; I could swear I got no ticket at all for the dinner; none of the police chaffed me about anything that occurred at the Bridge gathering; I had nothing to drink with Dr. Lewellyn—he asked me, but I thanked him and said I would have nothing; I have been perfectly sober on every occasion that I have been charged with; I received the papers in Love's case two or three times from Captain Zouch; I don't know whether it was the first, second, or third time I had these papers; the Bateman's Bay races were on the 27th December, 1876; I think at the Bateman's races it was the last time I had these papers; it is not true that I ever was sick over the floor of Mr. Lackey's room at the Bateman's Bay races; notwithstanding anything I have taken, my memory generally serves me well; up to the 15th March, '77, when there is a specific charge made against me, I have never been reprimanded in any Court for drunkenness; in my letter, page 18 of the Parliamentary papers, dated January 3rd, 1877, to Sub-Inspector Medley, I do not mean to impute for a moment that the Police Magistrate was under the influence of drink; I have never seen him so.

Mr. Roberts put in a letter from W. R. Jeffrey, of Bega, who is unable to attend from distance, and marked H on Schedule.

JAS. CORNETT,
Sergeant of Police.

Taken before us on March 16th, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

James Staunton, Shannon Arbor, near Moruya, farmer, states: I have known Sergeant Cornett since he came to Moruya; I remember a District Court day, 20th November, 1875; I was in Court; Judge Macfarland presided; I saw Sergeant Cornett on duty in the Court that day; I noticed him in the forenoon; I left the Court before 1 o'clock; during the time I came to the Court and the time I left I continually saw Sergeant Cornett in the Court; I saw him again about 3 o'clock in Vulcan-street; I saw him on several occasions that day; he was not "unmistakably drunk" when I saw him; he was not drunk up till 4 or 5 o'clock, which was the last time I saw him; he was certainly sober, as far as I could see; I have never seen him anything else but sober; I have seen him sometimes three or four times in a week, at others once in a fortnight; I know it was the 20th November, because there was a case of Collier v. Sly.

Taken before us on March 16th, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

JAMES STAUNTON.

Thomas William Lackey, assistant engineer, Moruya Heads Breakwater, states: I have known Cornett nearly three years; I attended the races at Bateman's Bay, December, '76; I went with Cornett; I spent that day and night at Bateman's Bay; I saw Sergeant Cornett up till half-past 10 that night; I saw him throughout the day on several occasions; I saw him at half-past 7; I have no doubt he was sober then; he was sober up till the last time I saw him at half-past 10; I am quite sure that the sergeant was not sick over my bed-room floor, and I never heard of such a thing until now.

Cross-examined by Mr. Caswell: I have been more than once to races at Bateman's Bay with Sergeant Cornett; at both races Sergeant Cornett was sober; he has never been sick at Bateman's Bay in my room; I was with him nearly every hour; he had no grog with me; I am the brother-in-law of the Rev. J. G. Love.

Taken before us on March 16th, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

T. W. LACKEY,

James M'Carthy, a first-class constable, stationed at Bateman's Bay, and acting C.P.S. at Bateman's Bay, states: I have known Sergeant Cornett for upwards of two years; I came to Moruya when he was stationed here; he was in charge; I remember a District Court day, about 20th November, 1875; I was on duty in the Court-house together with other constables; I believe the Court closed in the afternoon; I saw Sergeant Cornett four or five times during the sitting of the Court; I saw him after the Court was over, and also till 10 or 11 o'clock at night; up till the last time I saw him he was not drunk at all, although we had a nobbler together; in the afternoon Sergeant Cornett was sober; he was on duty—so was I; I saw him frequently on the racecourse during the afternoon; I went with him to Mr. Guy's, J.P., between 6 and 7 o'clock in the evening; from the time I first saw him on the course till 10 o'clock he was sober; I saw Mr. Lackey with Cornett several times; during the two years I have been under his orders I have never seen him drunk.

Cross-examined by Mr. Caswell, P.M.: The sergeant and I might have had two nobblers on the District Court day; we had not three; at the Bridge gathering we had two nobblers, if not more; we had not half-a-dozen; at the Bay races we had two—not more; it is almost impossible that he could have been drunk on that day without my noticing it; I was perfectly sober myself; I remember the Bridge opening; I was on duty under Sergeant Cornett from 10 a.m. until about midnight at intervals; I spent about two-thirds of that time with Sergeant Cornett; it was about midnight when I saw him last; he was perfectly sober then, and sober throughout the day; it was a day of great excitement; I have been a teetotaler the last four years, and am now; I remember the Bay races in December, 1876; I saw Sergeant Cornett there, and Mr. Flanagan, J.P.; Mr. Flanagan was with Sergeant Cornett about 3 or 4 o'clock; I do not know who was with us when we had the nobblers on the District Court day; I don't remember Brown being with us; I can't tell who was with us when we had the nobblers at the Bridge gathering; I think Mr. Lackey was with us when we went to the booth at the Bay; I have never known Cornett drunk at any time.

Taken before me on March 16th, 1878,—

J. ALLMAN, J.P.

JAMES M'CARTHY,
Const., 1st Class, 557.

Senior

Senior-constable Smith states : I am in charge of the police at Moruya ; at the time of the Bridge opening I was in charge at Nelligen ; I came over to be on duty at the bridge ; I commenced duty about 10 o'clock in the forenoon, and left off about 10.30 at night ; I went up to dinner with the Sergeant, at the Barracks, between 1 and 2 ; I was constantly with him from 10 till 7, when I was put on other duty ; the sergeant was quite sober during that time ; I had a glass of beer with him at dinner-time ; the last time I saw him was about 10.30 p.m. ; I considered him competent to do his duty at that time ; he was what I call jolly in style and manner, but certainly not drunk ; I was sober myself ; I had had about three glasses of beer during the day with Cornett, including the one at the barracks ; I had tea with Sergeant Cornett.

Cross-examined by Mr. Caswell : During the time we drank those glasses ; MacClelland, Weber, and Hyland were with us at different times.

Taken before us on March 16th, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

T. W. SMITH,
Senior Constable.

Philip Jeffery, farmor, Moruya, states : I remember the Yarragee races in 1874—24th May ; I saw Sergeant Cornett on the racecourse keeping order ; he was mounted ; I was often in his company during the day ; I saw him for the last time when the races were over, between 5 and 6 o'clock ; he had a drink but was in no way intoxicated ; I could see no sign of liquor on him ; I noticed him in the afternoon as being particularly active on the occasion of an accident ; Mr. Gannon, J.P., and Mr. Coman commended him in my presence for his activity on duty that day ; I have always considered him as an active officer, jolly and good-tempered.

Cross-examined by Mr. Caswell : Sergeant Cornett had one drink with me ; I believe he took brandy ; he was remarkably active that day ; I took more notice of him because he was a new man ; I saw him drink with two of the stewards after the races were over ; I signed a letter giving him a character written by my son at my request, referred to on page 18 of the Parliamentary paper.

Taken before us, on March 16th, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

PHILIP JEFFERY.

Robert Henry Harvison, newspaper proprietor at Moruya, states : In November, 1875, I was in the Police Force at Moruya, under Sergeant Cornett ; I was on duty in the District Court from 10 a.m. till 3 or 4 p.m. ; I had opportunities of seeing the Sergeant about the Court during that time ; I think the Court closed about 3 or 4 ; I remember Judge Macfarland leaving the Court ; I saw him go to Coxon's verandah-door ; I saw Sergeant Cornett follow after the Judge, and saw him speaking to the Judge ; I was speaking to Cornett before he went to the Judge ; I am not now connected with the Police Force ; when the sergeant left me to follow the Judge he was sober ; I was on patrol duty that same night with Cornett ; he was sober ; if he had not been so I should have noticed it ; this was between 8 and 9 o'clock, p.m. ; I was on duty at the Bridge opening under Sergeant Cornett ; I went on duty about 10.30 a.m., and left off at about midnight ; I saw the sergeant shortly before I went home ; he was sober as far as I could see all day.

Cross-examined by Mr. Caswell, P.M. : I don't recollect seeing him drink at all that day ; I saw him take no drink on the District Court day.

Taken before us, on March 16th, 1878,—

J. ALLMAN, P.M.,
HOULTON H. VOSS, J.P.

R. H. HARVISON,

John M'Keon, a Magistrate, residing in Moruya, states : I have known Sergeant Cornett since he first came to Moruya ; I live opposite the Court-house, and have had often occasion to see Sergeant Cornett, and I have never in my life seen him under the influence of drink ; and have always considered him an efficient officer and a respectable citizen.

Taken before us on March 16th, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

JOHN M'KEON.

William Clarke, C.P.S., at Moruya, states : I have known Sergeant Cornett about nine months of his stay here ; I remember his coming here with Sub-Inspector Medley as orderly ; at that time, one evening about 11 o'clock, I was walking with Mr. Pentland Caswell when Sergeant Cornett came up ; I shook hands with him, and the sergeant called Mr. Caswell on one side ; on this occasion Sergeant Cornett was certainly not intoxicated—I have never seen him intoxicated the whole time I have been here as C.P.S. ; at the time Cornett met Mr. Pentland Caswell and myself I do not recollect Mr. Pentland Caswell saying to me that Cornett looked full ; one of us, I think myself, made the remark the Sergeant Cornett was in good spirits, but I certainly did not mean by that he was intoxicated.

Mr. Caswell : I will not assert that Mr. P. Caswell did not say that the sergeant was full.

Taken before us on March 16th, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

WILLIAM CLARKE.

Osborn Wrightson, schoolmaster, Moruya, states : I have known Sergeant Cornett from May, 1875, up till the time of his removal from Moruya ; I remember the Bridge dinner ; I was at the dinner ; at half-past 7 I went down with Cornett to Coxon's ; he was then quite sober and throughout the previous part of the day ; I was well acquainted with him, as he was my next door neighbour ; during the whole time I have been here I have never seen him unfit for duty ; I saw almost every day.

Cross-examined by Mr. Caswell, P.M. : I have seen Cornett when drink was perceptible on him on one occasion only, when we were at the Mutual Improvement Society's meeting ; I think I had no drink with him at the Bridge gathering ; I have heard that he has been drunk.

Taken before us on March 16th, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

OSBORN WRIGHTSON.

Henry Louis Williams, constable, stationed at Moruya, states : I came to Moruya in 1869, and remained there till July, 1874 ; I returned again in October, 1876, and have been here since ; I was on duty at the Yarragee races, under Sergeant Cornett, in May, 1874 ; I had opportunities of seeing him throughout the day ; I left the racecourse about 7 in the evening and came into town ; I remained on duty in the town until nearly 1 the next morning ; I saw Cornett last about midnight ; he was in my company all the evening ; he was perfectly sober all the day up to midnight, when we parted ; we went to a booth at the races to get some lunch, and there had a bottle of porter between three of us ; the second time we went about 4 o'clock we had porter again ; Mr. Coman, I think, asked us in ; Mr. Gannon, J.P., also one of the stewards, asked us in ; I saw Cornett go in and have a glass of porter after the close of the races ; I remember going, in June, 1874, to the Bateman's Bay road ; this was the only time I was at Bateman's Bay with Sergeant Cornett ; on returning, I saw Messrs. Caswell, Anderson, Flanagan, and party ; I left Sergeant Cornett at Mogo ; I had left him about three quarters of an hour when I met Mr. Caswell and party ; Sergeant Cornett was then perfectly sober ; before we left Mogo we had a glass of Colonial wine at the store ; I left Cornett at the store with Mr. Podmore ; the reason why Sergeant Cornett stayed behind at Mogo was that he had some inspecting duty there to perform ; he allowed me to push on ahead as my wife and family were in the coach, returning from Sydney ; I got my uniform coat soiled on the back by slipping from the stirrup, in the act of mounting my horse on a bridge this side of Mogo ; I was quite sober ; Sergeant Cornett and myself had nothing at the Bay to drink and that day besides the Colonial wine at Mogo ; I saw the sergeant again at Moruya about 6 o'clock ; he was then perfectly sober ;

ho

he was at my place at 10 o'clock that night; he was then perfectly sober; that was the last time I saw him that day; I remember Sergeant Cornett accompanying Mr. Medley down from Braidwood, and remaining about three days; I remember our meeting Messrs. Pentland, Caswell, and Mr. Clarke, C.P.S., one evening, the sergeant being with me; the Sergeant was perfectly sober on that occasion, and during the whole of the three days; I never saw Sergeant Cornett intoxicated at the Police Court on any occasion.

Cross-examined by Mr. Caswell, P.M.: During the three days the sergeant was here with Mr. Medley I don't think we had more than four glasses of grog altogether; I think it was about 10 o'clock when we met Mr. P. Caswell and Mr. Clark; we did go over the bridge, and had been over previously about half past 8; I can't remember whether we went into Harkus's that evening; we did have a glass of grog at Harkus's during one of the three nights; I will not be positive that we had not two glasses at Harkus's on one of those three nights; I am nearly certain we had not, neither the sergeant nor myself, ever ate oysters or drank with the "larrikins" at Harkus's; it is about three hours journey from the Bay to Moruya; I was a footman at the Yarragee races; Cornett, being mounted, was all about the course that day.

H. L. WILLIAMS.

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

Mr. Roberts here put in letter of Alex. Lumsdaine, Clerk of Petty Sessions, Newcastle, marked K on schedule.

Michael Vaughan, boot and shoe maker, of Moruya, states: I knew Sergeant Cornett during all his stay here till he was removed; I remember the Yarragee races; I saw Sergeant Cornett there; I saw Sergeant Cornett once about 2 o'clock; he was on horseback; I did not notice him drunk; I saw him at the Bridge dinner during the day, and up to 10 o'clock at night; he was sober; I have never seen him what I call intoxicated; I frequently saw him; I spoke to him at 10 p.m. on the day of the Bridge dinner; he was then sober.

Cross-examined by Mr. Caswell, P.M.: I call a man intoxicated when he has sufficient drink in him to produce a radical change in his manner; I have seen Cornett when there was a change in his manner which I don't consider a radical change; I have seen a change in him indicating drink; I have never known him incapable of doing his duty.

MICHAEL VAUGHAN.

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

Michael Harkus Moruya, states: I am a publican; it is not true, as stated by the witness Barlow, that Sergeant Cornett was under the influence of drink in my house when I was present; I remember the sergeant returning to Moruya with Mr. Sub-Inspector Medley; he (the Sergeant) remained a few days; during that time he never was intoxicated at my house; I can't say he was in my house; I have known him about three years; during that time I have never seen him intoxicated; I have never seen him unfit to do his duty, in the most minute particulars.

By Caswell: I don't remember Cornett having oysters with the "larrikins"; they might have been there without my seeing them.

WM. HARKINS.

Taken before us on March 18th, 1878,—
J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

*Patrick Mylott, grazier, of Tuross Heads, states:—*Knew Sergeant Cornett when he came to Moruya, and have known him some time before he came; I was at the Yarragee races in May, /74; I saw Sergeant Cornett there on duty; I saw him all through the day up till half-past 7; he was quite sober; I remember the District Court here in the summer time, while the bridge was being erected; I was with Sergeant Cornett on that day up till 6 o'clock; he was twice speaking to the Judge about his horse, and was quite sober; I remember the bridge opening; I saw Sergeant Cornett all through the afternoon up to 5 o'clock; he was quite sober; I paid him a subscription for sports in the afternoon; during the time he has been here I never saw him drunk or incapable of doing his duty; I have not seen him very frequently in Moruya, perhaps not more than twenty times.

Cross-examined by Mr. Caswell, P.M.: I know Mr. John Hawdon, of Kyla; he is between 70 and 80 years old.

PATRICK MYLOTT.

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

Charles Crapp, farmer, of Kiora, states: I remember Clark's land sale; I saw Sergeant Cornett off and on during the day; I saw nothing wrong with him; after the sale we went into the dining-room at Coxon's; I parted with him about 4 or 5 o'clock; I could not see that he was in any way affected by drink; I did not drink with him; I did not see him take any drink.

CHARLES CRAPP.

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

Here Mr. Roberts puts in letter of T. Gaunon, J.P., who is unable to attend, marked M. on schedule.

Edward Boot, of Yarragee, surgeon, states: I have known Sergeant Cornett ever since he came to Moruya; I have frequently been brought into contact with him both by night and day; I have never known him affected by drink, and consider him a sober and efficient officer.

E. BOOT.

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

Michael Carew, butcher, Moruya, states: I know Sergeant Cornett; he has often inspected my premises; I was at Yarragee races and saw him there; I neither saw nor heard of his being affected by drink at the races, and after I came back into town I saw him suppressing a quarrel; I never saw him unable to perform his duty.

Cross-examined by Mr. Caswell: I did not ask Mr. Caswell to report Sergeant Cornett in connection with drink; I have complained to the Bench of him as Crown lands bailiff; I did not tell the Police Magistrate that Sergeant Cornett was drunk in a paddock.

M. CAREW.

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

Peter Flanagan, contractor, re-called by Mr. Roberts: I remember Clark's land sale at Coxon's; I was there during the sale and after it was over; I saw Cornett while he was at the sale and after it was over; he spoke to me, and I considered him perfectly sober.

PETER FLANAGAN.

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

Ernest Hawden, of Kyla Park, grazier, states: I was at the Bridge dinner; I saw Sergeant Cornett several times during the day, the last time between 10 and 11 at night; I had conversation with him during the night; he was perfectly sober as far as I could judge; I have seen him frequently, had business sometimes with him late in the evening, and I have never known him the worse for liquor.

EARNEST HAWDEN.

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

Joseph James Garvey, a Roman Catholic Priest, states: I have lived eight years at Moruya; I have known the sergeant since he came to Moruya; I remember the Bridge dinner; I saw Cornett up till 5 or 6 o'clock; I thought him perfectly sober; I have seen him constantly for the last four years, and have been brought in constant contact with him; I have never seen the slightest indication of drink on him, not even on one occasion; I have never even heard that he was given to intemperance.

Taken before us on March 19th, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

J. J. GARVEY.

Daniel Paul Cleary, Roman Catholic Schoolmaster, states: I have been at Moruya about three years and a half; I knew Sergeant Cornett two years and a half in Moruya; part of this time I lived at Hurkis' inn; I have seen Cornett on several occasions there; he was never intoxicated there that I could see; I saw him almost daily while here; I cannot say that I have always seen him absolutely sober, but I have never seen him incapable of doing his duty.

Taken before us on March 19th, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

D. P. CLEARY.

Mr. Caswell, P.M., recalled, states:—With reference to that part of my letter dated 19th September, 1876, to the Under Secretary, Department of Justice, wherein I say, "I have on several occasions seen Cornett in public under the influence of liquor, and once so drunk that I asked a person to get him away to his barracks," I have now to say that I considered it then no part of my duty to report him before that date to his superior officer or to the Government; but this charge appeared only in my letter of 19th for reasons stated in my letter of 7th September, 1876, which showed I had always treated him with consideration, and these instances of intemperance did not come before me magisterially.

Taken before us on March 19th, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

W. STEWART CASWELL.

This closes the charges of drunkenness.—J. A., P.M.

SCHEDULE (X.)

A.

His Honor Judge M'Farland to Sergeant Cornett.

Sydney, 30 December, 1876.

It is almost impossible that I can have a recollection of occurrences such as those referred to in the within letter as having taken place or alleged to have occurred in November, 1875, and in fact I have no recollection of them; but I am quite certain that neither Sergeant Cornett nor any other member of the Police Force of this Colony have ever been drunk in my presence to my knowledge; had anything of this kind occurred, I should at once have reported it to his superior officer, and I have never had occasion to make such report.

A. M'FARLAND.

B.

Mr. J. Hawdon to Sergeant Cornett.

Kyla Park, 19 December, 1876.

Sir, In answer to your letter of to-day, I beg to state that on the evening of the opening of the Moruya Bridge, and after the public dinner (on the 26th January), I saw and conversed with you, and can safely say you were not under the influence of liquor, nor have I ever seen you so.

I am, &c.,

P.S.—I was chairman at that dinner.—J.H.

JOHN HAWDON.

C.

F. Guy, Esq., J.P., to Sergeant Cornett.

Bateman's Bay Saw Mills, Clyde River, 27 December, 1876.

Sir, In reply to your inquiry if I had seen you drunk on the 26th January last, at Moruya, I have to state that such could not have happened between the hours of 10 a.m. and 10 p.m. Being one of the committee of the bridge opening on that day, I had occasion to see you very frequently during the day and evening, and I feel sure had you have been so I must have seen it. I may also say I have never seen you so.

Yours, &c.,

FRANCIS GUY, J.P.

D.

Rees Llewellyn to Sergeant Cornett.

Braidwood, 23 December, 1876.

Sir, I received your communication on my return home. I am rather surprised that a charge of drunkenness should be made against you at the time the Moruya Bridge was opened. I saw you the night before; you were then sober. On the following day, January 26th, I met you in company of Constable M'Clelland on the sports ground. You had then been quelling a disturbance caused by Mr. Ricards throwing a boy into the river. In the evening I went to the banquet. Not being much interested, I left before the speeches were started. I met you near the bridge, over which we walked backwards, and forwards for over an hour, when you left me. You made a remark to the effect that you must go away to see that everything was quiet. I again saw you about 11.30 p.m.; you were then, as on previous occasion, thoroughly sober.

I am, &c.,

REES LLEWELLYN, Surgeon.

E.

Mr. J. W. Voller to Sergeant Cornett.

Bank of New South Wales, Araluen, 28 December, 1876.

Dear Sir, In reply to your favour 27th instant, I beg to state that while I was in Moruya on 26th January last, during the festivities attendant upon opening the bridge there, I saw you twice, and on both occasions I could not discover the slightest indication of your being in any way the worse for liquor, nor did I see anything in your manner or appearance to lead me to imagine you at all unfit to perform your duty.

Yours, &c.,

J. W. VOLLER.

F.

Mr. P. O'Hehir to Sergeant Cornett.

Bateman's Bay, 28 December, 1876.

Dear Sir, In reply to your letter of the 23rd instant, respecting some charges of drunkenness reported against you in June, 1874, when accompanied by Constable Williams at Bateman's Bay,—I was speaking to you on your arrival and departure on that date; you had no sign of drink whatsoever when you left the Bay. I further state that I knew Sergeant Cornett four-ten years ago when in charge of the gold on board the steamer received from Nerrigundah Escort; I often remarked to my family

family what a steady young man ; he was a stranger to me, but I believe him to be of a determined spirit in the execution of his duty when required, and not a toper. I sent for Mr. Cornett once in behalf of the I.S.N. Co., and he came at once to Bateman's Bay, and though we could not make a case of it he acted plucky on it.

I remain, &c.,

PATE, O'HEHIR,

Port-master and Agent, I.S.N. Co.,
Bateman's Bay.

G.

Mr. F. Ladmore to Sergeant Cornett.

Mogo, 27 December, 1876.

On the 19th and 20th June, 1874, I had business with Sergeant Cornett respecting cattle brands, and I beg most distinctly to assert that he (the sergeant) was not on either of the above dates under the influence of liquor.

F. LADMORE,
Postmaster, Mogo.

P.S.—Constable Williams was in company with Sergeant Cornett at the above time and place.

H.

Sir,

Moruya, 22 December, 1876.

In answer to your letter of yesterday, I wish to state that I recollect talking to you on the evening of November 20th, 1875 (the day of the District Court, Moruya), between the hours of 8 and 9 p.m. You were not at that time in a state of intoxication, or incapable of performing your duty. I believe you were then on duty taking your usual patrol when I met you on the river's bank.

I am, &c.,
W. R. JEFFREY.

K.

Mr. A. Lumsdaine to Sergeant Cornett.

Police Office, Newcastle, 21 December, 1876.

Sir,

In reply to your letter of the 12th instant, I beg to say that I was Clerk of Petty Sessions at Moruya when you relieved Sergeant Hitch at that place in April, 1878, and knew you officially there from then till I left in September last.

I never saw you "drunk" nor incapable of fulfilling your ordinary duties as a police officer.

I am, &c.,
ALEX. LUMSDAINE,
C.P.S.

M.

Timothy T. Gaunon, J.P., to Sergeant Cornett.

At the Yarragee Racecourse I consider Sergeant Cornett discharged his duty in a most efficient and satisfactory manner. At the close of the second day, from my place on the Stewards' Stand, I publicly thanked Mr. Cornett and the other members of the police for the valuable assistance they had given the Stewards during the meeting.

TIMOTHY T. GANNON, J.P.,
22/12/76.

Proceedings of 19th March, 1878—Enquiry at Moruya; *in re* direct charge made against Cornett, No. 1 on Schedule.

W. S. Caswell, P.M., Moruya, states: On Tuesday, 13th March, 1877, he (Sergeant Cornett) at 4 in the afternoon was so intoxicated as to be unfit for duty, and appeared in that state before Mr. Simpson, J.P., and myself, both in the street and in the Court-house; he behaved in an offensive and insulting manner to Mr. James Rutherford, by threatening to arrest him, ordering him to remain in town and afterwards prosecuting him before the Police Court without sufficient reason; I was leaving town, on the day in question, accompanied by Mr. Simpson, J.P., and had reached about 50 yards from the Post Office when I heard some one calling, which I found to be Sergeant Cornett; he came up in a hurry to me and said, "Here's a man driving stock without a proper certificate;" Mr. Simpson, J.P., was present; he wanted to leave, but I asked him to remain; a stranger came up (Mr. Rutherford); Cornett was showing me some document at the time, I think the certificate; Rutherford asked to have it examined, and said it was signed by a Magistrate and written by Constable Bryan, who was, I believe, acting C.P.S.; Cornett was very much excited; I was convinced the more he spoke that he was strongly under the influence of drink; he asked my advice, and objected to everything I said; Rutherford was annoyed; I told Cornett that both he and Rutherford could telegraph, if necessary, one to the police, the other to the Magistrate signing the document, but Cornett still objected and put difficulties in the way, and at his request we all went to the Court-house; I opened the Brands Act, and was leaning over the desk reading it, when Rutherford went into the body of the Court and asked for the Brands Directory, and while I was still reading, Rutherford handed the Directory to Cornett, saying, "There's the brand;" Cornett flourished his hand, saying, "It's nothing to do with it," and would not look at it; I read part of the Act aloud, and told Cornett that it did not appear to me that he (Cornett) had anything to do with Rutherford; I was repeatedly interrupted by Cornett (whilst reading) in a drunken manner; I don't believe he knew what he was doing; I had no doubt whatever as to his being intoxicated; Rutherford came up to me on the Magistrate's Bench, asking me to look at the brand in the Directory, handing the book to me; Sergeant Cornett snatched at the book with both hands, saying, "That's nothing to do with it;" I had got hold of the book, and held it firmly, saying, "Yes, it has a great deal to do with it; Cornett muttered something to the effect that "You are allowing a great privilege;" he then moved quickly into the centre of the room; he put his head down and swung himself round, saying something about the word "irregular"; I am confident what he did was to resent my holding the book from him; I have no doubt whatever that his excitement was caused by drink; I asked him if the man was in custody, or if he brought me to the Court-house as a Magistrate or to explain; he said "I brought you here to explain; I can take him if I like"; I said "You can if you like, but it is a risky thing"; he came back to the desk; Rutherford was then standing at the door at the foot of the Bench, where he went after Cornett had used the word freedom; Cornett and he were standing within arms length of each other; Cornett caught hold of Rutherford by the shoulder, and called out "Williams, I ——," looking at Williams; Cornett stopped short; I walked out of the Court, followed by Mr. Simpson; during the conversation in the body of the Court between Cornett and Rutherford; Cornett said "Although you may not be a rogue or a thief, I must look after you"; his manner was not fit for any one, and was highly disrespectful to me as Police Magistrate; he acted in a drunken, maudlin way throughout; he did not take Rutherford into custody that night, but prosecuted him in the morning, and the case was dismissed; the depositions appeared in the printed Parliamentary papers, marked No. 1 on Schedule; I withdraw that part of the charge with regard to the remarks of the townspeople contained in my letter of 15th March, /77.

Cross-examined by Mr. Roberts: The certificate in the Parliamentary papers shown by Rutherford was signed by only one Magistrate; a drover should have a certificate signed by two Magistrates; Rutherford, for all I know, was the drover of the horses (his own); when he and Cornett came up Rutherford appeared annoyed; I noticed that he (Cornett) walked straight enough when he came up; when I suggested the telegraph, Cornett at first seemed to accede to the suggestion, and then did not seem to adopt it; I remember no disrespectful words till he came to the Court-house with me; I believe he did subsequently telegraph to Cooma; there was no one present that I noticed in the Court-house during the transaction, except myself, Mr. Simpson, J.P., Cornett, Rutherford, and Constable Williams; Cornett may have said Rutherford was a stranger to him; I believe Cornett said that no one in the town knew Rutherford; I don't remember Cornett saying anything about horses being stolen from a man named Wilson at Araluen; I first became angry when Cornett snatched at the book; Cornett put his hands on the book, but did not drag at it but gave a firm pull; he only held it while you could speak; he only pulled once, which was over immediately; I did not notice him stagger at all in the Court-house; his speech was changed; I don't say it was thick; I did not hear Mr. Simpson speak to Sergeant Cornett; I did not hear Rutherford say, "I hope you are not going to look me up, sergeant?" I did not hear the sergeant say, "No, although I have the power to do so"; I did not say to

to Cornett, "Why don't you do so?" I don't remember Rutherford saying again, "I hope you are not going to do so, sergeant"; I remember him saying to Rutherford that as he (Rutherford) was a stranger he must take every precaution; I had spoken to Sergeant Cornett on the subject of Love's letter before the 13th March, 1877; I do not think I could not have passed over such conduct in the Court-room, although I might have passed over that outside; I was not so much convinced of his state outside as I was subsequently inside the Court-house; I consider he was worse inside the Court-room than he was outside.

Taken before us on March 19th, 1878,—

J. ALLEMAN, P.M.
HOULTON H. VOSS, J.P.

W. STEWART CASWELL.

William Henry Simpson, J.P., states: I remember Rutherford's case; on that day I was with the Police Magistrate leaving town; when below the post-office Sergeant Cornett came hastily after us, calling Mr. Caswell, and said, "Here's a man travelling with horses without a proper permit"; immediately afterwards Rutherford came running down, and said, "The permit I have was written by a constable at Nimitabel, and signed by a J.P."; Mr. Caswell then advised both parties to telegraph; the sergeant asked the P.M. to come back to the Court-house to explain matters; Mr. Caswell asked me to come back with him to the Court-house; we all came back; Mr. Caswell got the Act, and was leaning on the Bench reading it; at the same time Rutherford asked Cornett for the Brand Directory, both being on the floor of the Court-room; Mr. Caswell read that part which bears on owners of stock, and explained to the sergeant as to owners of stock; in the meantime Rutherford found the brand in the Directory, and was handing it to the P.M., when Cornett went forward and tried to take it, saying that has got nothing to do with it; Mr. Caswell asked Cornett if he brought him there to explain, or as a Magistrate, and Cornett replied "To explain"; Mr. Caswell asked if the man was in custody, but Cornett said, "No, but I can take him"; the sergeant put his hand on Rutherford's shoulder, and called, "Williams, I—," and stopped; after that the P.M. and I left; he appeared under the influence of drink in the Court room very perceptibly, and very excited indeed; the reason why I came to the conclusion that he was under the influence of drink was he brought the P.M. back, and would not pay any attention to his advice, and his behaviour in the room generally; I have no doubt but that he was under the influence of drink; I cannot describe his conduct; from his conduct and action in the Court-room I should judge he was not able to undertake any police duty properly; there was a great deal of argument between Mr. Caswell and Cornett; I saw Rutherford go on to the Bench, and heard Cornett say it was very "irregular"; I saw him swing himself round once; Rutherford was showing Cornett the Brands Directory, when Cornett said, "That's got nothing to do with it"; the Police Magistrate's advice on the whole to both was to telegraph; the sergeant interrupted Mr. Caswell in reading the Act; I remember when Rutherford went up on the bench Cornett said excitedly, "That's a great freedom," or words to that effect; I believe he said to Rutherford, "You may not be a rogue or a thief, but I must look after you"; I don't think Cornett's manner was proper as a sergeant of police in addressing the P.M.; I don't know whether I would report him had I been P.M.; I did not say it is a "damned shame, you ought to interfere," but I did say come back and let us see what we can do for the man, (meaning Rutherford); the P.M. refused to have anything more to do with Sergeant Cornett; I believe he added the word "I" when he called out Williams and then stopped; from the sergeant so suddenly stopping it was my impression that Williams hinted to Cornett to stop; when I read the Act I told Cornett it appeared to apply to drovers only apart from owners; about a quarter of an hour before Cornett came up to Mr. Caswell and myself; I saw Cornett in the town and spoke to him; he was then under the influence of drink, and I could see he had been drinking, and had taken more than he ought; but I could not say he was unfit for doing his duty; and the Board of Inquiry have heard how Cornett conducted his duty afterwards in the Court-room.

Taken before me on March 19th 1878,—

J. ALLEMAN, P.M.
HOULTON H. VOSS, J.P.

W. H. SIMPSON, J.P.

W. H. Simpson, J.P., continued—*By P.M.*: I saw Mr. Anderson, J.P., going away on the coach that day; Rutherford did try to point out his brand to Cornett; he (Cornett) could not help seeing Rutherford handing the Brand Directory to Mr. Caswell, and if Cornett ever said otherwise he must have forgotten; Rutherford was sober as far as I could see; I saw no sign of liquor on him at all.

Put in by Mr. Roberts, and handed to him by Mr. Caswell in cross-examination of Mr. Simpson, J.P., in special case 15th March, 1877.—H.H.V.

Moruya, 15th March, 1877.

STATEMENT of Messrs. Caswell and Simpson, J.P., Justices of the Peace at Moruya, regarding the conduct of Sergeant Cornett: On Tuesday, the 13th instant, Mr. Caswell, the Police Magistrate, and Mr. Simpson, J.P., were in the act of leaving the town together, when Mr. Caswell was called back by the Sergeant of Police, James Cornett, who came to Mr. Caswell and said, "Here's a man who is driving stock who has not got a proper certificate or statement." Mr. Caswell was looking at the paper handed to him by Cornett, and was interrupted by a stranger (Rutherford) approaching, who amongst other remarks said the certificate signed by a Magistrate, had been written by Constable Bryan, of Nimitybelle. Mr. Caswell then said, "Well, it will be easy for both of you to telegraph and set the matter straight." The sergeant talked a good deal, and Mr. Caswell offered if it was decided to return to the Court-house and look if the statute would permit of anything being done to prevent inconvenience. All then proceeded to the Court-house, into which Constable Williams, lock-up-keeper, also followed. Mr. Caswell stood at the Magistrates' table reading the Brands Act, the 16th and 17th sections, and interpretation clause, of which he read aloud, but was frequently interrupted by the sergeant. During this time Rutherford had been searching the Brands Directory, to which he attempted to draw the sergeant's attention, but unsuccessfully. Mr. Caswell tried to explain to the sergeant by repeating passages of the Act that it did not appear to apply to the "owner" of stock; and while there was conversation on this head Rutherford, who had been frequently interrupted by Cornett, and told that though he might not be a rogue or a thief he must look after him, walked round to Mr. Caswell, who was still standing behind the Magistrates' table, and pointed to a brand in the Directory. Sergeant Cornett snatched at the book as Mr. Caswell took it, saying, "That's nothing." Mr. Caswell retained the book saying "Yes, it is." Cornett then said something about Mr. Caswell allowing great freedom, and twisted himself round in a stooping disrespectful posture, murmured something about irregular. Mr. Caswell then said, "Is the man in custody?" Cornett answered "No, but I can take him if I like." Mr. Caswell asked, "Have you brought me here as a Magistrate, or to explain the law?" Cornett said, "I wanted you to explain." Mr. Caswell was reading for a short time, during which Cornett made some rambling remarks, and appeared to become stupid, and seemed hesitating what he should do. He suddenly laid his hand on Rutherford, and said, looking at Williams, "Williams, I—," and immediately stopped. Mr. Caswell and Mr. Simpson then left. Sergeant Cornett was too intoxicated to be fit for duty. He was confused in his conversation, and spoke and acted in a disrespectful and maudlin manner.

Cross-examined by Mr. Roberts: It was not more than a minute or two when Rutherford also came up; Cornett came up in such a hurry that I could not notice any difference in his walk; I first observed him under the influence of drink when he spoke to me; he seemed out of breath and wishing to say everything very quickly; I cannot say that he objected to the certificate not being signed by two Magistrates; he may have said so; I refer to the Brand Act and notice the (16th sec.); I see that it is required of a drover of horses or cattle that he should have a statement signed by the owner, setting forth the date and place of delivery, the number and description, &c., of the horses and cattle; also in the 17th section it is provided that any constable may ask for that statement, and if not in his possession he may be apprehended by the said constable; I also see that any drover shall have a certificate signed by two Magistrates; the certificate in the printed papers marked A, and shown in annexed Schedule, is the same as was exhibited to the Justices by Rutherford; by another Act that part of the 17th section relating to a certificate signed by two Justices is repealed; I see on referring to the printed paper, the certificate therein annexed to the proceedings in re Rutherford is not the one required by law; having now read the Act and certificate exhibited, I do not consider that he (Sergeant Cornett) oppressed Rutherford by summoning him to the Police Court; subsequently I heard that Cornett did telegraph to Cooma; either the sergeant or Williams found the Brand Directory; I think it was Williams; as I read the Act I thought the directory had something to do with the case mentioned; I still think so; I don't think I said a word in the Court-room to Cornett or any one else; I am sure I took part in nothing that went on; when I say "argument" I mean there was a great deal of interference on the part of Cornett with the P.M., and that Cornett did not listen to the P.M.'s explanation; the whole matter took up about $\frac{1}{2}$ of an hour in the Court-room; the P.M. appeared

appeared annoyed in the Court-room; about a week or more after the occurrence in the Court-room, Mr. Caswell's son brought me a document from his father, now produced, in reference to Rutherford's case, with a request for me to sign it; I did not sign it; it may have been the day following the occurrence at the Court-room; I do remember the sergeant speaking to me about Rutherford's case; a few days afterwards Mr. Caswell asked me if I could come in to sit in Rutherford's case; I said I would if I could; Mr. Caswell did not say to me, "If you come in and sit on the Bench, I think we will be able to fix Sergeant Cornett, or anything of the kind."

Mr. Caswell P.M. re-examined: On referring to the Brands Act I see that a "drover" is any person other than the owner; there is no alteration of that in any other Act; after reading the 16th clause of the Brands Act I don't think that the "owner" need carry any certificate; if I were satisfied that the person travelling was really the owner, I would accept the certificate signed by one Magistrate; I don't consider it necessary at all; I don't remember Mr. Caswell giving any opinion in the Court-room; he simply explained as he is doing now; Rutherford told Cornett he had passed through Braidwood and other stations; Rutherford wanted to show Cornett his own registered brand in the Directory; I am aware that such a registry is proof of ownership; the paper given by Mr. Caswell to Mr. Roberts, and put in by him to the Board, contains an accurate account of what occurred in the Court-room and outside, although I declined to sign it, and told the P.M. I thought he ought to sign it himself; the day the case was heard was not a Court-day; Mr. Caswell has often asked me to attend at the Court-house on odd days as he did not like asking the business Magistrates; the P.M. has several times expressed regret to me to bring anything against Cornett, and the P.M. made no special application to me to come in next day; I did not know there was to be a Court next day; when I left town I understood both parties were going to telegraph to Nimitabell.

Sworn before us, on March 20th, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

W. H. SIMPSON, J.P.

Michael Bell states: I am a nurseryman, living in Moruya; I remember Rutherford's sale of horses which were sold by auction; I saw Mr. Anderson near the Post when the coach left; I saw Cornett several times that day; he was near Mr. Anderson; Cornett and I had had some conversation about my boy's work; about 2 o'clock Cornett came up to where I was and put his hand under his jaw; he said, "I am suffering from toothache;" I said, "You had better go in and take a couple of good brandies; it will either cure you or put you to sleep;" this was at the "Royal Hotel"; I did not notice that he was under the influence of drink, but that he appeared to be suffering from toothache very much; at about 4 o'clock he appeared to be different, either through drink or from the after effects of the pain.

Cross-examined by Mr. Roberts: At about 4 o'clock, when he was speaking to Rutherford about his certificate, I then considered him fit to perform his duty.

Re-examined by Mr. Caswell, P.M.: I might have remarked afterwards to some one that he was tight or sprung.

Taken before us on March 20th, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

MICHAEL BELL.

Robert Anderson, J.P., states:—I remember the day of the sale of Rutherford's horses; I saw Sergeant Cornett near the post office; I noticed him coming towards me; he was the worse of liquor, and under the influence of drink; he made some remarks to me; I felt sorry; he came up to me, and turned away; Cornett commenced to talk to Michael Bell about some work done by his (Bell's) boys; he went away in another direction, and shortly after I saw him accost Mr. Simpson; I said to Cardw, "I hope he will not meet Mr. Simpson"; I did not see him afterwards; I can't say he was not fit for duty; I don't know whether I would have employed him on police duty or not; I would not have entrusted him with any particular police duty; he was not 5 minutes in my sight altogether; I never spoke to any one about this matter.

Cross-examined by Mr. Roberts: The sergeant only spoke to me for a minute or less; the first thing that I noticed was his walk; what I mean by his unsteady walk is this: he first made a long step and then a short one; he was not walking steadily, and unequal in his steps altogether; he did not sway much from side to side; he was walking at his usual pace, but not unsteadily.

Taken before us on March 20th, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

ROBERT ANDERSON, J.P.

Reginald Heber Barlow, states: I remember Rutherford being in Moruya with horses; I saw Sergeant Cornett on the day when he met the two Magistrates; I stood near the post office; it was about 3 o'clock; I saw the sergeant come up and begin to speak to Messrs. Caswell and Simpson; he was talking loudly, and he appeared to be under the influence of liquor; when they parted, Mr. Caswell and Simpson came over to me and asked me if I had noticed the sergeant; I said, in reply, I had noticed him; I took him to be under the influence of liquor from the way he rolled about, and the way he was talking; he was quite different from his usual manner.

Cross-examined by Mr. Roberts: I did not speak to him myself; I don't recollect Rutherford speaking to the Magistrates the same time as I saw Cornett; the sergeant was evidently excited about something; when the Magistrates came over to me I said nothing more to them than I have stated; I believe Cornett was able to arrest a prisoner but I don't think he was able to conduct a case; I was not intoxicated myself; previous to this there has been unpleasantness between myself and Sergeant Cornett.

Mr. Caswell: I think Rutherford was sober.

Taken before us, on March 20th, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

REGINALD H. BARLOW.

DEFENCE.

Peter Flanagan, contractor, states: I saw Sergeant Cornett at Rutherford's sale, and after it was over, about dusk; after the sale and near dusk Sergeant Cornett came up and complained of a fearful "toothache"; I asked Cornett to come into the "Royal" and have some brandy to put in his tooth; he did so, and held the brandy down on his tooth, holding his head down on his hand; we might have been twenty minutes there; during the afternoon I did not notice he was the worse for drink; and at dusk at the "Royal" I only noticed that he was suffering from toothache; just after the sale I heard a man make some remark to Cornett about the horses; Cornett replied, "I'll see to it;" I didn't notice anything else particularly.

Cross-examined by Mr. Caswell, P.M.: I believe the sale commenced in the afternoon; I saw Cornett off and on from that time until about dusk; I have been a witness in another case testifying to Cornett's sobriety.

Taken before us, on 20th March, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

PETER FLANAGAN.

Charles Crapp, of Kiara, farmer, states: I recollect Rutherford's horse sale; I saw Sergeant Cornett that day with Rutherford walk into the Court-house; this was about 2 or 3 o'clock; I considered that he was sober; I next saw him after the sale was over, near Emmett's store; I asked Cornett why he stopped the sale; he gave me a reason which satisfied me; he was as sober then as he is now, as far as I could see.

Cross-examined by Mr. Caswell, P.M.: I have given evidence in another case as to Cornett's sobriety.

Taken before us on March 20th, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

CHARLES CRAPP.

James Stephens, farmer, living near Moruya, states; I remember Rutherford's horse sale; I was present; I saw Sergeant Cornett there; I cannot say he had no drink, but he was as capable of doing business as I am now.
Taken before us on March 20th, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

JAMES STEPHENS.

Phillip Jeffery, farmer, states: I was at Rutherford's sale; I saw him (Cornett) at intervals; he complained of toothache, and I saw him putting his hand to his jaw during the afternoon, and afterwards at the "Royal"; I can't say that he was intoxicated; I did not see him staggering; his face was unusually red; at sundown I could see that he had drink on him; he was not at all unfit for duty; I was tiffed at Cornett about the horses; he was quite fit for duty in every part of it; Cornett told me then that Bell had recommended him to take brandy for the toothache.
Taken before us on 20th March, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

PHILIP JEFFERY.

William Clarke, Clerk of Petty Sessions, Moruya, states: I remember the 13th March, 1877; Rutherford's sale was on that day; I was at the Court-house till 1 o'clock; I last saw him (Cornett) between 12 and 1 about the Court; he was then sober.

Cross-examined by Mr. Caswell, P.M.: The information against Rutherford was laid on 14th March—on the same day that the case was entered into; I gave the Police Magistrate a certified copy of the proceedings in this case, which are in the printed papers, and shown in schedule annexed.
Taken before us on 20th March, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

WILLIAM CLARKE.

Peter Williams, blacksmith, Moruya, states: I remember Rutherford's sale of horses; my shop is on the road to the sale-yard; I saw Cornett pass my shop during the sale with Rutherford and Williams; I did not particularly notice him, and saw nothing wrong with him.
Taken before us, on March 20th, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

PETER WILLIAMS.

Constable Williams, stationed at Moruya, states: I remember Rutherford's sale, and also Mr. Rutherford, Cornett, Mr. Simpson, and Mr. Caswell coming into the Court-house; I was subsequently called in; Mr. Caswell was then on the Bench standing with Mr. Simpson; Sergeant Cornett was standing at the table on the floor of the Court; Rutherford asked for the Brand Directory; I think I gave it to Mr. Caswell; I think the sergeant and Rutherford were looking at it at the table; I did not see Sergeant Cornett attempt to snatch it out of the P. M.'s hand, or snatch it with both hands; I did not hear Sergeant Cornett say "That's got nothing to do with it," but I did hear him say to Rutherford, "Don't be leading the Magistrate astray"; I heard the Police Magistrate read the Brands Act aloud; while so doing, Cornett did not "repeatedly interrupt him in a drunken manner"; Mr. Caswell, Rutherford, and Cornett were all much excited; and there was high talk between them; during the whole of the proceedings Sergeant Cornett was perfectly sober; his conduct towards Rutherford was not "oppressive" in the Court-room; while there, Sergeant Cornett was talking to the Police Magistrate; he (Cornett) said to Mr. Caswell, "I can either deal with him by summons or lock him up"; Rutherford said, "I hope you won't lock me up, sergeant"; Cornett said, "I have the power"; the P.M. then said, "Why do you not do so?" or words to that effect; I heard Cornett tell Rutherford if he did not leave town, and take his horse, he would not lock him up, but deal with him by summons in the morning; I saw Cornett afterwards, and we walked to the sale-yards; I saw him up till 8 o'clock at night; up till that time he was quite sober; I know he was suffering from toothache all the morning; he complained all day.

Cross-examined by Mr. Caswell, P.M.: I don't recollect his saying anything about it being a "great freedom," nor about an "irregularity"; I heard the P.M. ask Cornett if he had brought him there as a Magistrate, or to explain matters; I heard Mr. Caswell explain to Cornett that there was a distinction between owner and drover; I have already given evidence of Cornett's sobriety in another case; I never saw Sergeant Cornett drunk; I saw no difference in this instance as to his state of sobriety to that of others in which I have given evidence; he seemed suffering violently from toothache; I dare say I have seen Cornett when the drink could be noticed on him; when I say high talk I mean that the Police Magistrate was telling Cornett that the papers Rutherford had were sufficient, and that Cornett was arguing that Rutherford required statements of brands, &c.; I have never seen Cornett unfit to do his duty.
Taken before us, on 20th March, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

H. L. WILLIAMS.

Sergeant Cornett states: I remember the 13th March, 1877; it was a licensing day; I was on duty at the Police Court till nearly 1 p.m.; after that I went down the street, and from something I heard I accosted Rutherford; he said he owned the horses to be sold; I required the production of his certificate; he produced the certificate annexed to the printed paper; after further conversation with him I did not think he had fulfilled the requirements of the Act; I told him he had better get a Magistrate, and seeing the P.M. just then with Mr. Simpson, J.P., I went after them; I showed Mr. Caswell the permit; I told Mr. Caswell Rutherford was a stranger; we went into the Court-house; Mr. Caswell went up to the Bench and got the statute; I and Constable Williams got the Brands Registry from the shelf; it was put on the table but Rutherford took it up and came up on to the Bench with it to Mr. Caswell; I saw him showing the Brands Registry to the P.M., and I came round and said, "What is that?" Mr. Caswell said, "Have you found it?" I said I would like to look at it; I put my hand on the book and said, "Let me have a look at it?"; the Police Magistrate said, "Wait a minute—don't be in such a mighty hurry"; I said, "I beg your pardon?"; the Police Magistrate said to me, "Sergeant, I don't think this affects this man, as it only applies to drovers not owners, and this man is the owner?"; I differed with the P.M., giving him my reasons; the Police Magistrate got annoyed, and there was some high talk over the matter; the Police Magistrate said, "Did you bring me here as a Police Magistrate, or what?" I never attempted to snatch the statute from the P.M.; I said to Williams, "You can look after Rutherford, I don't think he'll go away?"; I can bring him up by summons in the morning; I remember everything distinctly; during the whole of this time I was not under the influence of drink; during the whole day I had two glasses of brandy for the toothache; I was nearly mad with it; I summoned the man because I was not satisfied that the document he had was a legal one; I telegraphed to Cooma to Captain Batty, and did not receive an answer till the case was being heard.

Mr. Caswell: I did not telegraph to Nimitybelle; don't know whether I saw schedules B and C on the 13th of March or the 14th; I saw a good many on the 13th; I was annoyed at Rutherford running off with the Brands Registry.
Taken before us on March 20th, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

JAS. CORNETT,
Sergeant of Police.

SCHEDULE Y.

The Police Magistrate, Moruya, to The Under Secretary, Department of Justice, &c.

Sir,

I do myself the honor to request you will be pleased to bring under the notice of the Inspector General of Police the conduct of Sergeant Cornett, the officer in charge of the Police Station at Moruya.

On Tuesday last, the 13th instant, at 4 p.m., he was so intoxicated as to be unfit for duty, and appeared in that state before Mr. Simpson, J.P., and myself, and subsequently the same afternoon became so much worse as to excite the remarks of the townspeople. He behaved in an oppressive and insulting manner to Mr. James Rutherford, a person travelling with

a mob of horses, by threatening to arrest him, ordering him to remain in town, and afterwards prosecuting him before the Police Court without sufficient reason, as is shown in the proceedings, copies of which I enclose.

I am prepared to prove this charge of drunkenness, and submit that it is manifest Sergeant Cornett is unfit for his position.

I have, &c.,

W. STEWART CASWELL, P.M.

[Enclosures.]

James Cornett v. James Rutherford, charged with driving horses through this town, and being unable to produce the required statement when asked for it (30 Vic. No. 12. sec. 17). Plea—not guilty.

James Cornett being duly sworn, saith as follows:—I am a sergeant of police stationed at Moruya; I charge the defendant with being a drover and found driving horses from one place to another, and failing to produce the statement required by the 17th section of the Act; I saw the defendant yesterday in the street, and asked him if he had a travelling pass for his horses; he said "he had," and he showed it to me; I now produce the pass shown, and numbered A, B, and C.

By Bench: The documents numbered B and C purport to make him the owner of the horses; I have no reason to believe he is not the owner of the horses.

I produce a telegram received from the sergeant of police at Cooma, but I do not know why I have no evidence that the man is not the owner of the horses; I did not take the horses from the man, as he was a respectable person; I told the defendant he would be liable to be apprehended; I did not see defendant point out his brand in the Directory; the brand of Charles Hayes, mentioned in exhibit B, corresponds with the brand in the Directory; I have seen the defendant's brand in the Directory; it corresponds with some of the brands on the horses.

Sworn at Moruya, this 14th day of }
March, 1877, before us,—

W. STEWART CASWELL, P.M.
TIMOTHY T. GANNON, J.P.

JAS. CORNETT,
Sergeant of Police.

No. 1.

James Rutherford maketh the following statement:—I am a squatter, residing at Nimitybelle; I started home about the 20th ultimo with a mob of horses for either Sydney, Braidwood, or Goulburn; I sent a telegram to Craig, the auctioneer, at Braidwood, about the 20th of the same month, to advertise them for sale on the 1st of this month; I took them to Braidwood, and they were put up for sale, and about ten sold; I then started for Chilton, and put the remainder in D. McGee's hands for sale by auction, and two were sold; I then sent a telegram to Mr. Barton, of Moruya, informing him that I would be here on Tuesday last; they were put up by auction, and one was sold.

By Bench: I purchased twenty-three or twenty-four of them from Mr. Hayes, of Nimitybelle—one from Patrick Thornton, three or four from Mr. Rankin's family, of the Native Dog Flat; the rest were my property—some bearing my registered brand, some without it—being horses which I bought years ago; the document signed by the Magistrate was drawn out by a constable at Nimitybelle; the sergeant told me I would have to come to the police office; I did come to the police office, and saw the Police Magistrate and another Magistrate; I showed the sergeant my brand in the Directory; the Police Magistrate told the sergeant of police the Act only applied to a drover, and not to an owner.

Stated at Moruya, this 14th day of }
March, 1877, before us,—

W. STEWART CASWELL, P.M.
TIMOTHY T. GANNON, J.P.

JAMES RUTHERFORD.

Case dismissed.

By us, at Moruya, this 14th day of }
March, 1877,—

W. STEWART CASWELL, P.M.
TIMOTHY T. GANNON, J.P.

I hereby certify that this is a correct copy of the depositions taken in the case.

Police Office, Moruya, 17th March, 1877.

WILLIAM CLARKE,
Clerk of Petty Sessions.

[Exhibits.]

A.

I HEREBY certify that Mr. Jas. Rutherford, of "Thoke," Manero, is now travelling with a mob of horses for sale, bearing different brands, in all about fifty-five head.

Dated this 22nd February, 1877.

S. McDONALD, J.P.

B.

THIS is to certify I have sold to James Rutherford and delivered twenty-five head of horses branded YV.H YV.I., one black mare branded P, one piebald colt unbranded.

Nimitybelle, 21 February, 1877.
CHARLES HAYES.

C.

I HAVE this day sold to James Rutherford all my horses not running on the Dog Kennel or Sheridan's Hill, four head only to be reserved, viz.:—Piebald mare, a filly, chesnut mare, broken to harness; bay filly, white fore foot. The most of the horses are branded; one black mare, branded DB; everything over six months old to be paid for at the rate of £2 per head.

Nimitybelle, 7 February, 1877.
CHARLES HAYES.

D.

Telegram from Henry Stapylton, Sergeant Police, Cooma, to Officer-in-charge of Police, Moruya.

14 March, 1877.

RUTHERFORD is bound over to appear at Quarter Sessions on 20th, Cooma.

No. 52.

No. 3 and 4 charges.

It is arranged between Mr. W. S. Caswell and Sergeant Cornett that the investigation into these charges before the Board of Inquiry shall be limited to the occurrences of the Magistrates meeting on the 9th September, 1876, and the case of Barlow v. Cornett, and that each side shall call two witnesses in support of their respective statements, and this without cross-examination.

W. STEWART CASWELL, P.M.

ALFRED ROBERTS,

Attorney for Sergt. Cornett.

The witnesses to be called:—

For Mr. Caswell:—Robert Anderson, J.P., W. H. Simpson, J.P.

For Sergeant Cornett:—Robert Anderson, J.P., W. T. Collett, J.P.

PROCEEDINGS

PROCEEDINGS of inquiry at Moruya, *in re* 3rd and 4th charges, viz:—

3rd. "The alleged want of respect exhibited by police at Moruya to the Magistracy, &c."

4th. "The want of consideration, or rather ill-treatment, said to have been suffered by Sergeant Cornett, &c."

21 March, 1878.

Mr. Roberts, for Sergeant Cornett, hands in the information and depositions in the case *Barlow v. Cornett* as exhibited in schedule annexed, and calls:—

William T. Collett, J.P., who states: I remember the meeting in the Magistrates' room, referred to in the printed papers; Sergeant Cornett was called into the room by Mr. Caswell at the request of some of the Magistrates; when Cornett came in there was some conversation about Mr. Love's letter; I believe it was read, but am not sure. (*The letter is on page 10 of the printed papers—Love to Zouch.*) The sergeant was called in with reference to this letter, and also to afford him an opportunity to disclaim the letter if he chose; he was asked to disclaim (by the Magistrates) having any hand in it; he refused to do so, and said he was forbidden to say anything; he was repeatedly asked, but still declined; I explained to Cornett that if he denied having anything to do with the letter his name would be left out altogether; Cornett still declining to answer, the Police Magistrate remarked to him, "There is a charge against you for being drunk;" Cornett had previously asked, "What charge is to be made against me?" the sergeant then said to Mr. Caswell, "Were you ever drunk or gambling?" his (Cornett's) manner was excited when saying this; Mr. Caswell then asked the Magistrates, "Have any of you ever seen me drunk or gambling?" we all were a little excited; Cornett as well; I heard Mr. Anderson more than twice ask the Police Magistrate to be quiet, and not address Cornett; Cornett had no previous notice of his being wanted in the Magistrates' room; I don't remember Carew's name being mentioned; the sergeant may have been in the room half an hour altogether; it was through me that he was kept so long; there was other language of a personal character passed between the Police Magistrate and Sergeant Cornett, the nature of which I cannot recollect; I heard the sergeant say to the Police Magistrate that he had done something tantamount to being "ungentlemanly;" he (Cornett) was speaking with reference to being charged with drunkenness. Taken before us on March 21st, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

W. T. COLLETT, J.P.

Robert Anderson, J.P., states: I remember the meeting in the Magistrates' room; I remember Sergeant Cornett was called in, but by whom I do not know; we had been talking together in the room some time before Cornett was called in, which was in consequence of what we had been talking about; I think we had been called together by Mr. Caswell; before Sergeant Cornett was called in the Magistrates were discussing a letter Mr. Caswell was writing to the Under Secretary, Department of Justice, in reply to one he had received, containing the charges made against the Police Magistrate, in the letter from Mr. Love to Superintendent Zouch; we then suggested Cornett's being called in, but the Police Magistrate did not assent to this; we represented to Mr. Caswell that we thought it but right that Cornett should have an opportunity afforded him of disclaiming having had anything to do with the writing of that letter; on coming in Cornett persisted in declining to disclaim having any knowledge of the letter; I then wished Cornett to retire, as I thought his answer was sufficient; Mr. Collett, however, still detained him, and further wished him to give some explanation; after this the Police Magistrate said, "That is sufficient; you had better let the sergeant go, and I will take my own course"; I remember at one time the sergeant saying, "I had rather be dismissed than say anything"; Mr. Caswell then said, "I am going to report you"; Cornett asked, "For what?" the Police Magistrate replied, "For drunkenness"; Cornett rejoined, "Have you never been drunk or gambling yourself?" we saw both parties were getting a little warm, and the sooner the meeting was ended the better; the sergeant then withdrew; I believe Cornett asked the Police Magistrate if he (Mr. Caswell) had ever been to Carew, the butcher, and asked him if he (the sergeant) had been drunk; I believe the Police Magistrate's answer was "never," but I can't be sure; it was solely the suggestion of the Magistrates that Cornett was called in at all; I dare say I said to the Police Magistrate, "Keep your temper"; this was immediately after Sergeant Cornett asked the Police Magistrate was he (the Police Magistrate) never drunk or gambling himself; there was something said by Cornett about being "ungentlemanly"; this was, I think, in reference to his (the Police Magistrate) going to Carew's; I don't think the sergeant was in the room more than 10 minutes.

Taken before us, on March 21st, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

ROBERT ANDERSON, J.P.

Sergeant J. Cornett states: I remember being called into the Magistrates' room by Mr. Caswell; when I had entered the P.M. said, "I want to ask you a few words; I suppose you know all about this letter?" he said it is the letter written by the Rev. Mr. Love, of which he read over a portion to me (page 10, printed paper 13); this part had reference to the Police Magistrate insulting the police, &c.; I paused for some time, and said I would rather not answer any questions; Mr. Caswell said "Very well," or words to that effect; Mr. Collett, J.P., then interfered and said, "We don't want to bring you into this mess at all, and want to keep you clear of it, and if you disavow all knowledge of Mr. Love's letter, we, as Magistrates, will guarantee that your name will never be mentioned;" I said I would rather not answer any questions; there was a good deal of talking amongst the Magistrates; Mr. Caswell said, "Cornett, I could have injured you on many occasions if I liked;" I think I said, "On what occasion?" then Mr. Caswell said, "You remember being drunk at the Yarragee races, and neglecting your duty?" I felt excited and annoyed at this at once; Mr. Collett again interfered; Mr. Caswell got excited, and so did I; altogether there was great commotion amongst the Magistrates in the room; I felt degraded by being accused before the Magistrates with such a charge; I said, in the heat of passion, to Mr. Caswell, "Were you never drunk or gambling yourself?" I am sorry I said it, and did not mean it as it was understood; I did ask Mr. Caswell if he ever went to Carew's, the butcher, to prove that I had been drunk; Mr. Caswell replied that he did, to which I said, "I must say you did a very ungentlemanly thing;" when Mr. Caswell replied "never"; it was in reference to what I said about being drunk and gambling, and not about Carew at all; I gave a reason for declining to reply when asked in reference to Love's letter.

Taken before us on March 21st, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

JAS. CORNETT,
Sergt. of Police.

3rd Charge.

Mr. Anderson, J.P., states: In consequence of receiving a letter from the Police Magistrate, stating the object of the meeting, *i.e.*, in reference to a letter he was about to write, I attended the meeting; I believe there were five Magistrates present, exclusive of the Police Magistrate; after the sergeant declined to say anything in the room Mr. Caswell said "I require no further reply"; I remember Cornett saying "I am instructed not to reply," but I cannot say that he mentioned it was by his superior officer; the Police Magistrate was not angry before Sergeant Cornett said to him "Were you ever drunk, or gambling?" I do not believe the Police Magistrate had the smallest intention of intimidating Cornett in any way; I would not say there was anything insulting or overbearing on the part of the Police Magistrate during the whole time, but they were both excited; the Police Magistrate from the first objected to Cornett being brought into the room; I have frequently seen and heard Cornett up to this time consulting the Police Magistrate on police duties; when the Magistrates were pressing Mr. Caswell to have the sergeant called in the Police Magistrate objected, lest his (Police Magistrate's) conduct should be misconstrued; when Mr. Caswell hesitated about bringing Sergeant Cornett into the room he explained that making the complaints against Cornett was the only way of exculpating himself; I heard Mr. Caswell say twice "to end the interview" after the unpleasantness began; Messrs. Collett and Flanagan prolonged the sergeant's stay in the room by further talking to him; during Cornett's short stay in the room the talk was more between him and Mr. Collett than anyone else; we all believed that Mr. Love had taken advantage of Cornett's hastiness; generally I have always known the Police Magistrate to express himself in very friendly terms about Cornett; after Mr. Love apologized to Mr. Caswell in the Supreme Court I heard Mr.

Caswell

Caswell say that he would go to the Inspector General of Police, and establish a better understanding about Cornett; the Magistrates in Sydney advised the Police Magistrate to wait.

Taken before us on March 21st, 1878,—

ROBERT ANDERSON.

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

William Henry Simpson, J.P., states: I attended the meeting of Magistrates by Mr. Caswell's request; the Magistrates wished to have Cornett called into the room; Mr. Caswell objected to that course; it was again urged by some of the Magistrates that Cornett should be brought in, and Mr. Caswell finally acceded to their request, and Cornett came in; Mr. Caswell asked Cornett if he would disclaim any connection with Love's letter, and if he did so, he (the Police Magistrate) would forward no complaint against him; the sergeant said he had received instructions (I think he said from his superior officer) not to answer any questions; Mr. Caswell said "Very well, that will do"; two or three of us further urged the sergeant "To try and settle it all here and have nothing more to do with it"; Cornett said he would sooner be dismissed; I believe the sergeant said to the Police Magistrate "What are you charging me with?" the Police Magistrate said "Drunkenness"; Cornett said to the Police Magistrate "Have you ever been drunk, or gambling yourself?" in an excited manner; Mr. Caswell said "Never"; Cornett said to the Police Magistrate "You have been asking Carew things about me"; Mr. Caswell did not deny that he had; Cornett made some remark about being "ungentlemanly"; the sergeant was not in the room more than 10 or 12 minutes; the Police Magistrate drew out a copy of the letter which he was sending to the Under Secretary, and put it on the table; I don't know whether it was discussed or read; it was solely for Cornett's benefit that we wished him to be in; the Magistrates all had a very friendly feeling towards Cornett, and it was a general remark that he was about to be victimized.

Taken before us on 21st March, 1878,—

W. H. SIMPSON, J.P.

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

Mr. Caswell, P.M., of Moruya, states: I have held my appointment for 21 years; I admit that the exhibit in the printed paper is a correct copy of the depositions *in re Barlow versus Cornett*; I presided in the case; after it was concluded I told Sergeant Cornett I thought it was a serious matter, and if he had to make a report I would assist him in any way; after being required to report on Mr. Love's letter I asked the authorities that the police should be questioned as to my treatment; I am not aware that they were ever so questioned; I drafted a letter to the Under Secretary of Justice, in which I questioned the conduct of Sergeant Cornett; I did so exculpatory of the conduct imputed to me by the Rev. Mr. Love; I judged it necessary to consult the Magistrates; they met in the room at my wish, and I showed them the letter I purposed sending; they all wished me to let Cornett know what I was about to do; I told them I doubted the prudence of such a measure, but would like to do so, I went to the door and opened it, and while so doing said to all the Magistrates in the room "Gentlemen, remember it is your doing"; I then called in Cornett, who had had no previous notice; I referred to the "Love" letter, and told the sergeant that I was going to write a letter in reference to it, but the Magistrates wanted him to be called in first; I read out to him that part of Mr. Love's letter accusing me of insulting the police, &c.; I said to Cornett "You know that is untrue, and I shall have to defend myself"; I said "I have had many opportunities of injuring you if I chose, and I have written a letter, which I have shown the Magistrates"; I had asked him if he had connected himself with this letter; he said "I had rather answer any question"; I said "That is sufficient"; Mr. Collett made some remark to him, and Cornett asked "What am I here for?" I then said "We have given you an opportunity of separating yourself from Mr. Love's letter"; he said "My officer told me not to answer any questions"; I remarked to the Magistrates "There was no use saying any more;" one or two persisted in reasoning with him; about this time Cornett remarked he would like an explanation of it; I said, "You know, Cornett, I have frequently seen you under the influence of liquor—I believe you were so the first day I ever saw you;" I also told him that all the Magistrates present had seen him under the influence of drink; Cornett became excited, and said, "Were you ever drunk or gambling?" something was said about Carew; Cornett charged me with collecting evidence against him; I said, "I did speak to Carew, because he has always been making complaints about you;" Cornett said during the interview, "You are not my master;" I did not get angry till Cornett made use of the words "drunkenness" and "gambling;" I believe Cornett was over suspicious, and thought there was a combination against him; I am sure I never told Cornett that I was making a charge against him; I never looked upon it as a charge; I did not ask Cornett to "disavow" anything; I believe if Cornett were back here again at Moruya, after all this is over, I would have the greatest confidence in him.

W. STEWART CASWELL, P.M.

Taken before us this 21st day of March, 1878,—

J. ALLMAN, P.M.
HOULTON H. VOSS, J.P.

SCHEDULE Z.

Information and Depositions.

Information—(General Purposes.)

New South Wales, }
Moruya (Broulee), } Barlow v. Cornett:—Vagrancy, using abusive language in a public place, 15 Vic., No. 4, sec. 6.
to wit.

BE it remembered, that on this 20th day of May, in the year of our Lord one thousand eight hundred and seventy-six, at Moruya (Broulee), in the Colony of New South Wales, Reginald Heber Barlow, of Coria (Broulee), in the aforesaid Colony, appears before me, the undersigned, one of Her Majesty's Justices duly assigned to keep the peace of our Lady the Queen, in and for the Colony of New South Wales, and complains to me that on the 16th day of May, in the year of our Lord one thousand eight hundred and seventy-six, James Cornett, aforesaid, sergeant of police, did in a certain public place, namely, Vulcan-street, in the town of Moruya aforesaid, use towards this complainant abusive language, to wit, "You are a dirty gentleman, a common informer, and a nuisance in the place by your scribbling," whereby a breach of the peace might have been occasioned, contrary to the Act in such case made and provided (15 Vic., No. 4, sec. 6); whereupon the said Reginald Heber Barlow prays that I, the said Justice, will proceed in the premises according to law.

REGINALD H. BARLOW.

Sworn at Moruya (Broulee), in the said Colony, }
on the day first above written, before me,— }
TIMOTHY T. GANNON,
Justice of the Peace.

Police Court, Moruya (Broulee), Tuesday, 23rd May, 1876.

New South Wales }
to wit. } Before Wm. Caswell, P.M., W. J. Collett, J.P., and Wm. Hy. Simpson, J.P., Esqs.

Barlow v. Cornett:—Using abusive language in a public place, Vulcan-street, Moruya (15 Vic. No. 4, sec. 6.)

Plea—Not guilty.

Reginald Heber Barlow, on oath, states: I am a private surveyor, residing at Turoos; I was artieled to an architect in London; on the 16th instant I was in Vulcan-street, in this town (Moruya), when and where I met Sergeant Cornett (the defendant); I saw him passing the Court-house; he had a chain in his hand; I was standing at the time in Mr. Emmott's verandah (store); he (the defendant) held the chain up in his hand, and let a portion of it fall down; I passed over to him, and he said, "That's what I am going to chain the boat up with"; he then went across to Jeffrey's, the blacksmith, and the two came down together to the boat, which was moored on the approach to the ferry on the Moruya side of the river; I warned

warned Jeffery not to touch the boat, and I also warned the defendant not to do so, stating that the said boat had been purchased by me; the defendant told me not to make a fool of myself; I told him this was the second time that he had caused me inconvenience through the neglect of his duty, that once before I asked him to attend to some duty at Tyross, and that instead of being there I found him land-jobbing at Mr. Barton's with Mr. Nelens; the defendant upon this went into a violent passion, and said this was no business of mine, and that I should attend to my own business; I said I would inform against him; he said, "You think you are a great writer; you have been scribbling for Carew, and making a nuisance of yourself about the place; you are only a common informer"; I felt very indignant at those expressions of the defendant, and said to him, "How dare you use such expressions to a gentleman?" he replied, repeating it, "A gentleman, a gentleman!—you a gentleman!" and he threw up his hands and gave a hoarse derisive laugh at me, saying at the same time, "You are the dirty gentleman"; after this I stayed speaking to him for a few moments; he then called me a scrubber, and kept repeating the expressions, derisively, of my being a gentleman; I then came up the town and wrote a notice which I intended to put on the boat I had purchased; I took the notice down for the purpose stated, and was proceeding to tack it (the notice) on to one of the thwarts, when the defendant pushed me violently on one side, and snatched the paper out of my hand; I then came up to the police office and spoke to Constable M'Carthy, the lock-up keeper; the defendant then came up the street with the notice I had intended to have tacked on to the boat in his hand; he pushed this notice before my face, asking me to put it in my pocket, remarking in a sneering manner that surely a gentleman would never be an informer; this remark he repeated, I dare say, a dozen times, and kept thrusting the paper in my face; I then left; the language complained of was used at the bridge in Vulean-street; that is where the defendant called me a common informer.

Cross-examined by defendant: When I first saw you on the 16th instant, with the chain in your hand, I was, as I have already stated, under Mr. Emmott's verandah, or just outside it; I believe I did ask you where you were going; I believe you said that you were going down to the boat, or words to that effect; you said you were going down to chain up the boat; I don't remember saying anything particular on the occasion as we were going down to the boat; I did dare you to touch the boat; you did tell me that if you were doing wrong I could have redress, but not to interfere with you in the discharge of your duty; I was excited; I went to the lock-up keeper to ask him to arrest you for stealing the paper referred to; I think it is very probable that I did call you a common policeman after you used the expressions you did to me; I did say to you that I would have you dismissed; I swear that I did not say to you that I would have you shifted for trucking in land; I was never told by a Magistrate in this Court that he would not believe my evidence I gave on my oath, and I will swear that I have no vindictive feeling against you; the notice you handed to me is the one I intended to put on the boat (exhibit A); you drew my attention to a police notice on the boat; I read said notice, and that, too, before attaching my own notice to said boat.

REGINALD H. BARLOW.

Taken and sworn at place and date }

first before written, before us,— }

W. STEWART CASWELL, P.M.
W. T. COLLETT, J.P.
W. H. SIMPSON, J.P.

FOR THE DEFENCE:—

James M'Carthy, on oath, states: I am a constable and the lock-up keeper at Moruya; Mr. Barlow, the complainant came to the lock-up on I believe the 16th instant; he asked me if I was on duty; I said, "Yes, if there is anything particular;" he said, "I want to give Cornett in charge;" I said, "What for?" he said, "For robbery;" I said, "In what way did he rob you?" he said, "By stealing my paper that I was putting on my boat; I consider it as bad as highway robbery—a highwayman could not have done worse;" I said, "I cannot understand this;" but he said, "I want you to take Cornett in charge—I give him in charge for robbery;" I said, "What has Mr. Cornett got to do with the boat?" he afterwards said he meant Cornett (the defendant).

To the defendant: When you handed the paper to complainant you did not do so in a sneering way.

Taken and sworn at place and date first }

written, before us,— }

W. STEWART CASWELL, P.M.
W. T. COLLETT, J.P.
W. H. SIMPSON, J.P.

JAMES M'CARTHY.

Robert James Jeffery, on oath, states: I am a blacksmith, residing a Moruya.

To the defendant: I remember going with you on the 16th instant to do a job to a boat at the ferry; Mr. Barlow, the complainant, warned me not touch the boat; I told him as a business man I had to do it; he said the boat was his property.

To the Bench: I did not hear the defendant call the complainant a common informer; I did not hear him say to complainant, you are a dirty gentleman; I was away for five minutes during the altercation between complainant and the defendant at the boat.

Taken and sworn at place and date first }

before-mentioned, before us,— }

W. STEWART CASWELL, P.M.
W. T. COLLETT, J.P.
W. H. SIMPSON, J.P.

R. J. JEFFERY.

The defendant, James Cornett, is hereby fined the sum of £2 sterling, inclusive of cost (fees) of Court, 5s. 10d.; in default of immediate payment, one week's imprisonment in the lock-up at Moruya.

By us, at place and date first before written,—

W. STEWART CASWELL, P.M.
W. T. COLLETT, J.P.
W. H. SIMPSON, J.P.

[Exhibit A.]

NOTICE.

THIS boat is my property, having been purchased by me at public auction. To remove the same without my permission is breaking the law.
16th May, 1876.

REGINALD H. BARLOW.

No. 53.

The Police Magistrate, Moruya, to The Under Secretary, Department of Justice, &c.

Sir,

Court-house, Moruya, 27 March, 1878.

With reference to your letter of the 4th instant, intimating the proposed inquiry regarding the conduct of Police Sergeant Cornett, and my alleged ill-treatment of that officer, I do myself the honor to state, for the information of the Hon. the Minister for Justice, that I duly attended and placed before the Board all the evidence it was possible to procure, where the attendance was voluntary, and the lapse of time had effaced many of the circumstances from the memory of everyone.

Although the testimony of some of my witnesses was refused, and the inquiry was admittedly not conducted according to the accepted rule and law of evidence in all English Courts, I feel satisfied that I

have

have completely exonerated myself, and fully justified all the reflections I made against Sergeant Cornett. There is not one line of evidence in the least degree supporting Mr. Love's complaint.

During the investigation I was permitted by Messrs. Allman and Voss to peruse the printed report of the correspondence in the case of Barlow v. Cornett, and I was astonished to find attached the correspondence in Hitch's case, which occurred nine years ago. This appears to have been imported into the matter to prejudice public feeling against me, should Mr. Love's case be also considered.

It is almost incredible, but I never before saw *much* of the correspondence in Cornett's case, though that is now immaterial, as the evidence before the Board will cure all wrong impressions in that matter; but I trust the Minister will pay close attention to this fact, that, until favoured with the printed correspondence, I never either *saw or heard of* that part in Hitch's case marked as follows, viz. :—

Nos. 1 and 2, Sergeant Hitch to Superintendent of Police, Braidwood, at page 3.

No. 4, Sergeant Hitch to Inspector General of Police, at page 5.

Enclosure No. 8, Sergeant Hitch to Superintendent of Police, at page 7.

In support of this assertion I beg to refer to Inspector General's letter of 28th July, admitting that papers were too voluminous to send to the Attorney General.

If the Minister of Justice will omit from his reading the above-mentioned documents, and consider those I was *allowed to read*, commencing at No. 3, Inspector General's letter of 5th June, 1869, with *Herald's* report, he must acquit me of the blame so severely attributed to me by the late Attorney General's minute of 13/12/77, No. 38, written upon conclusions drawn unwittingly from what were, in point of fact, *ex parte* statements.

The opinions of my brother Magistrates, given jointly with mine, do not seem to have received any consideration whatever. Our action (in total ignorance of Sergeant Hitch's complaints) was intended to resist the apparent encroachment of the Police authorities, and to uphold the independence of the Bench; and would have been very different had we been favored with the information improperly or negligently withheld.

After 9 years have elapsed since the events recited in Hitch's case it would be impossible to prove or disprove much, but I well remember circumstances justifying all I said to that officer, and with regard to the death of Mumbra Jack, I am sure evidence might have been procured showing that that unfortunate blackfellow had been deprived of his life by means little short of murder.

Had I known of Hitch's complaints nothing would then have prevented me from demanding the most thorough investigation.

I feel most deeply the strictures made (in ignorance of the true facts) by the late Attorney General. After faithfully and zealously endeavouring to discharge my duty for half a lifetime, no words can express my sense of shame on reading the minute, and I therefore respectfully submit that the present Hon. Attorney General may take this explanation into consideration, and cause it to be printed with the other papers in order that I may receive some measure of redress.

In conclusion, I beg to remind the Minister for Justice that last April I submitted Mr. Love's letter to the test of the Supreme Court, that Mr. Love there apologized, and declined the fairest investigation he could desire; and, after subjecting me to an expense of some £400, which he solemnly promised to pay, still continues an unparalleled system of persecution under the pretence that he cannot relieve himself from Gaol, an assertion completely refuted in the printed paper herewith.

I have, &c.,

W. STEWART CASWELL,
Police Magistrate.

[Enclosure.]

TO THE EDITOR OF THE MORUYA EXAMINER.

Sir,

As I have strong evidence, in representation of friends, and more recently in the action of one or two Members of Parliament, that there are many in this district under false impressions regarding the nature of the imprisonment of the Rev. J. G. Love, I beg to assure the public that his incarceration is purely self-imposed, as I have it on the best authority that his friends have repeatedly offered him the money necessary to effect his release. Moreover, I did not seek a writ of *ca. sa.* until I had received a letter from my solicitor containing the following passages, viz. :—“ I have made searches to ascertain the position of Love as far as possible. I find the free selection was re-transferred to George Boot on the 14th April last. His stock and furniture were mortgaged on the 30th April last (the day of trial) to Rolin & Salter for £300. His wife's interest under her grandfather's will and under her father's will, in addition to former mortgages for £1,800, was, on the 30th April, mortgaged for a further sum of £300, and on the same day to Rolin & Salter as collateral security for the £300. It would seem to be of little use sending down a *fi. fa.*, and as to a compulsory sequestration it would cost £25 or £30, and take a month or two to complete. My own opinion is that you had better issue a *ca. sa.*, and lodge him in gaol at once, or he may slip through your fingers.” Thus clearly proving that on the day he agreed to the verdict and tendered his apology, on the 30th April last, he had the means of fulfilling the promise solemnly made before the Chief Justice.

Had he tendered this apology before we left Moruya he would have saved us both much expense, trouble, and anxiety.

I attach a copy of the *S. M. Herald's* report of the proceedings, a perusal of which must satisfy anyone that the verdict was entirely of Mr. Love's choosing.

Having thus shown that Mr. Love proposed the verdict, had at his disposal the means of paying my costs, and has since been offered assistance by his friends, but still remains in Darlinghurst, I must be acquitted of all harshness.

And in view that I have lost some £400 by the affair, I trust I shall receive credit for having no other object to serve than the maintenance of my own honour and reputation.

Moruya, 7th March, 1878.

I am, &c.,

W. S. CASWELL.

LAW.

SUPREME COURT.—Monday, April 8th.

SITTINGS FOR CAUSES.

BANCO COURT.

Before His Honor the Chief Justice and a jury of four.

Caswell v. Love.

Jury: W. H. Alderson, B. Byrne, J. Muloney, and S. Zollner.

Mr. Darley and Mr. Pilcher, instructed by Mr. Robberds, appeared for the plaintiff; Mr. Butler, Q.C., and Mr. Simpson, instructed by Messrs. Rolin & Salter, for the defendant.

Wm. Stewart Caswell, Police Magistrate of Moruya, sued James Graham Love for writing a libellous letter about the plaintiff to Captain Zouch, Goulburn. The letter commenced as follows:—“ My dear Sir,—I beg leave to draw your attention to certain proceedings which took place in the Police Court on Tuesday last, in which a popular police officer of yours, Sergeant Cornett was, in the opinion of most people here, very unjustly sentenced by the Police Magistrate, W. S. Caswell, to pay a fine of £2 and costs of Court.” The letter then proceeded to animadvert upon the character of the plaintiff in the case heard at the Police Court, and concluded as follows:—“ But the plaintiff is not very scrupulous in the use of his pen, and the Police Magistrate comes in for a goodly share of his attention; so that Mr. Caswell was nothing loth to serve him, on the principle of ‘giving a sop to Cerberus,’ and all the more readily, because he could do so at the expense of the police; for it

it is notorious that Mr. Caswell allows no opportunity to pass of insulting the police, and seizes with avidity every pretext to lower them in public esteem. Any right-thinking man would suppose it to be the bounden duty of a paid Police Magistrate to protect the police, but I can assure you, sir, that no such protection is afforded them. Then the term 'Bench' is so freely used as to be simply amusing when we all know that the Bench is only synonym for W. S. Caswell. But of the Bench as constituted on Tuesday last, Mr. Collett is too timid to have an opinion of his own, or if he has it, to put it forth and maintain it; and Mr. Simpson, one of the new batch of J.P.'s, is too ignorant to form an intelligent opinion; and yet they compose the 'Bench' and so enable the Police Magistrate in some measure to screen himself from the consequences of the violation of justice with which the Police Court of Moruya is familiar. I have to apologize for trespassing upon your time to such an extent, but I think I should have failed in my duty to my fellow-men if I had neglected to lay this state of things before you. Hoping you will take steps to have your officers both respected and protected in the discharge of their duty, I am, my dear sir, very obediently yours, J. GRAHAM LOVE, Church of England minister." £3,000 was claimed.

The defendant pleaded not guilty.

Before the jury were empaneled, the counsel for the defendant stated that the parties had come to a settlement, the defendant, by his counsel, having written a paper retracting and regretting the libel, and also agreeing to a verdict for the plaintiff, with damages 40s. and costs, as between attorney and client.

The retraction was as follows:—"The defendant retracts the statements in the letter complained of, and regrets having written them. He wishes at the same time to say that he acted upon information which he believed, and was not actuated by personal ill-feeling towards the plaintiff. He finds on consideration, that the statements which he was then induced to make are unjustifiable."

In accordance with the agreement a verdict for 40s. was returned.

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

ADMINISTRATION OF JUSTICE, TAMWORTH.

(PARTICULARS RESPECTING BUSINESS AT POLICE COURT.)

*Ordered by the Legislative Assembly to be printed, 25 April, 1878.**[Laid upon Table in accordance with promise made in answer to Question 3, Votes No. 62, 25 April, 1878.]*

1. Summons cases are made returnable chiefly on Tuesdays, but are made returnable on any other day if Tuesday will not suit. Tuesday being licensing days, and the unpaid Magistrates usually attending on Tuesdays,—Tuesdays are at Tamworth (in common with most Benches in the Colony) made the chief days for summons cases.

2. The Small Debts Court at Tamworth is held on the first Tuesday in every month, for the same reason as Tuesdays being made chief days for summons cases. No complaints or suggestion of any alteration have ever been made.

3. Insolvent meetings before the District Commissioner have been held hitherto on Tuesdays, as the Police Magistrate used to be absent frequently all the latter part of the week. Lately a suggestion has been made to change the day, and steps have been taken to fix Wednesdays as the day for such meetings.

4. Replied to under question No. 1.

5. No, the Police Magistrate denies that he ever said so, and the practice is the reverse; the Police Magistrate frequently sitting in Petty Sessions alone, exercising the double powers on any day in the week.

6. The Clerk of Petty Sessions, as is usual in the country districts, is also Agent for the Sale of Crown Lands. On Land Office days, and lately when the Land Agent was overwhelmed with work in attending to the interest payers who, under a belief that the interest would be remitted by the Government in consequence of the drought, I believe put off coming to pay interest until all March, the Police Magistrate has taken the depositions cheerfully, and no inconvenience has resulted to the public.

7. The Police Magistrate, as is usual in country districts, is District Commissioner of Insolvent Estates. The meetings of creditors are very few.

8. The Police Magistrate and Clerk of Petty Sessions are not sole trustees of the estate of the late Robert Pringle, of Bective, near Tamworth. They are co-trustees in the estate with Mr. W. F. McCarthy, solicitor, Sydney. The Police Magistrate and Clerk of Petty Sessions have not been constantly consulted and occupied privately during public business hours by persons connected with the estate. These persons have frequent public business to transact, and may have occasionally conversations with the said officials as trustees, but generally to make appointments for private time and place. On no occasion have the Police Magistrate or Clerk of Petty Sessions delayed any person engaged on public business. The Police Magistrate and Clerk of Petty Sessions have no personal interest in the estate. The persons interested in the estate happen to be both Magistrates, and have a right to be in the Magistrates' room. The estate is situated fifteen miles from Tamworth.

9. The Police Magistrate states that he is not aware of any unsatisfactory state of affairs, or that the people of the district complain of any want of due attention in the discharge of justice. No one is delayed or hindered in having justice business transacted, and there are no cases allowed to stand over, however late the hour, unless to suit the convenience of the parties interested.

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

PATRICK AND MICHAEL GRIFFIN.

(PETITION OF.)

Ordered by the Legislative Assembly to be printed, 27 February, 1878.

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

The humble Petition of the undersigned, Patrick Griffin and Michael Griffin,—

RESPECTFULLY SHOWETH:—

That Patrick and Michael Griffin, of Oranmeir, near Braidwood, in the Colony of New South Wales, were, about the month of December, in the year of our Lord one thousand eight hundred and sixty-six, forcibly arrested and confined in Braidwood Gaol upon a charge of providing one Thomas Clarke, an outlaw, with sustenance, and, after having been remanded several times at the Braidwood Police Court, they were eventually committed to take their trial at Braidwood Court of Quarter Sessions; and on appearing to take their trial at the said Court of Quarter Sessions they were further remanded, and then directed to be tried at the Central Criminal Court, Darlinghurst, Sydney, in the Colony aforesaid.

That after arrival in Sydney, on the day appointed for trial your Petitioners were further remanded until the next sitting of the Central Criminal Court, whereby they were subjected to grievous hardship and inconvenience.

That on appearing at the Central Criminal Court according to appointment, your Petitioners were put upon their trial under indictment on the charge aforesaid, and were by the jury empannelled to try the case honorably acquitted.

That the presiding Judge, his Honor Mr. Justice Faucett, commended the verdict of the jury, and observed that, in justice to your Petitioners, the Government of the Colony ought to make some consideration and amends for the severities imposed on the said Patrick and Michael Griffin, and for services rendered by them to the peace and honour of the Crown,—

Firstly.—In supplying information to the Police, which led to the arrest of Clarke, the outlaw;

Secondly.—For affording opportune notice to Sergeant Stafford that Thomas Clarke, the outlaw aforesaid, had then recently been at the residence of your Petitioners, thus giving a clue to the Police of his being in the vicinity of that place, which fact was substantiated by Sergeant Stafford at the committal and on the trial of your Petitioners.

Thirdly.—That the said Michael Griffin had been employed by the Government, and was supplied with firearms and ammunition to aid in the cause of justice, and that he worked zealously in the interests of the Crown until he was in possession of information which led to the apprehension of the aforesaid Clarke, the outlaw, as substantiated by Mr. Sub-Inspector Wright at the trial at the Central Criminal Court, Sydney.

Your Petitioners therefore humbly pray your Honorable House will take the premises into your generous consideration, and be pleased to order justice to be done to your Petitioners for the unmerited sufferings they have undergone, and the services they have rendered to the Crown, despite of threats and at risk of life from the outlaw, Clarke.

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

PATRICK GRIFFIN.
MICHAEL GRIFFIN.

1877-8.

—
 LEGISLATIVE ASSEMBLY.
 NEW SOUTH WALES.

PROGRESS REPORT FROM THE SELECT COMMITTEE

ON THE

PETITION OF PATRICK AND MICHAEL GRIFFIN;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE,

MINUTES OF EVIDENCE,

AND

APPENDIX.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,
 16 *May*, 1878.

SYDNEY: THOMAS RICHARDS, GOVERNMENT PRINTER.

—
 1878.

1877-8.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

VOTES NO. 50. FRIDAY, 29 MARCH, 1878.

7. PETITION OF PATRICK AND MICHAEL GRIFFIN (*Formal Motion*):—Mr. Greville moved, pursuant to Notice,—
- (1.) That the Petition presented by him on the 26th February, 1878, from Patrick and Michael Griffin, be referred to a Select Committee for consideration and report, with power to send for persons and papers.
- (2.) That such Committee consist of Sir Henry Parkes, Mr. Fitzpatrick, Mr. Baker, Mr. Barbour, Mr. Coonan, Mr. Copeland, Mr. Dillon, Mr. Driver, Mr. O'Connor, and the Mover.
- Question put and passed.
-

VOTES NO. 74. THURSDAY, 16 MAY, 1878.

5. PETITION OF PATRICK AND MICHAEL GRIFFIN:—Mr. Greville, as Chairman, brought up a Progress Report from, and laid upon the Table the Minutes of Proceedings of, and Evidence taken before, the Select Committee for whose consideration and report this subject was referred on 29th March, 1878; together with Appendix.
- Ordered to be printed.
-

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1877-8.

 PETITION OF PATRICK AND MICHAEL GRIFFIN.

 PROGRESS REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, appointed on the 29th March, 1878, *with power to send for persons and papers*,—to whom was referred, on the same date, *for consideration and report, the Petition of Patrick and Michael Griffin, presented on the 26th February, 1878*,—have agreed to the following Report :—

Your Committee having examined the Witnesses named in the List* have * See List, page 5. resolved, owing to the advanced period of the Session, to report the Evidence to your Honorable House, and to recommend that the inquiry be resumed early next Session.

EDW. GREVILLE,
Chairman.

No. 2 Committee Room,
Sydney, 16th May, 1878.

PROCEEDINGS OF THE COMMITTEE.

WEDNESDAY, 3 APRIL, 1878.

MEMBERS PRESENT:—

Mr. Greville, | Mr. Dillon.

In the absence of a quorum, the meeting called for this day lapsed.

THURSDAY, 4 APRIL, 1878.

MEMBERS PRESENT:—

Mr. Baker, | Mr. Coonan,
Mr. O'Connor.

Mr. Baker called to the Chair, *pro tem*.

Entry from Votes and Proceedings, appointing Committee and referring Petition thereto, read by the Clerk.

Printed copies of the Petition before the Committee.

Motion made (*Mr. Coonan*), and Question,—That Mr. Greville be Chairman of this Committee,—put and passed.

Committee deliberated.

Re-assembling of the Committee to be arranged by the Chairman.

[Adjourned.]

TUESDAY, 9 APRIL, 1878.

MEMBER PRESENT:—

Mr. Greville.

In the absence of a quorum, the meeting called for this day lapsed.

WEDNESDAY, 10 APRIL, 1878.

MEMBER PRESENT:—

Mr. Greville.

In the absence of a quorum, the meeting called for this day lapsed.

THURSDAY, 11 APRIL, 1878.

MEMBERS PRESENT:—

Mr. Greville, | Mr. Barbour.

In the absence of a quorum, the meeting called for this day lapsed.

FRIDAY, 12 APRIL, 1878.

MEMBER PRESENT:—

Mr. Greville.

In the absence of a quorum, the meeting called for this day lapsed.

TUESDAY, 16 APRIL, 1878.

MEMBERS PRESENT:—

Mr. Greville in the Chair.

Mr. Baker, | Mr. O'Connor.

Mr. Patrick Griffin called in and examined.

Witness withdrew.

Mr. Michael Griffin called in and examined.

Witness withdrew.

Committee deliberated.

Ordered,—That Mr. Michael Griffin and Mr. William Stafford be summoned to give evidence next meeting.

[Adjourned to To-morrow, at Two o'clock.]

WEDNESDAY,

WEDNESDAY, 17 APRIL, 1878.

MEMBERS PRESENT:—

Mr. Greville, | Mr. O'Connor.

In the absence of a quorum, the meeting called for this day lapsed.

THURSDAY, 25 APRIL, 1878.

MEMBERS PRESENT:—

Mr. Greville in the Chair.

Mr. Dillon, | Mr. Baker.

Mr. Michael Griffin called in and further examined.

Witness handed in certificates of character from Magistrates and residents of Braidwood, which were ordered to be appended. (See Appendix A 1.)

Witness withdrew.

Mr. William Stafford called in and examined.

Witness withdrew.

Committee deliberated.

[Adjourned to Thursday next, at Two o'clock.]

THURSDAY, 2 MAY, 1878.

In the absence of a quorum, the meeting called for this day lapsed.

THURSDAY, 16 MAY, 1878.

MEMBERS PRESENT:—

Mr. Greville in the Chair.

Mr. Dillon, | Mr. Baker.

Mr. Michael Griffin called in and further examined.

Witness handed in a letter to Senior-constable Walsh, with reply thereto, which were ordered to be appended. (See Appendix A 2.)

LIST OF WITNESSES.

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1877-8.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON THE

PETITION OF PATRICK AND MICHAEL GRIFFIN.

TUESDAY, 16 APRIL, 1878.

Present:—

MR. BAKER, | MR. GREVILLE,
MR. O'CONNOR.

EDWARD GREVILLE, Esq., IN THE CHAIR.

Mr. Patrick Griffin examined:—

1. *Chairman.*] Are you one of the petitioners whose petition has been referred to this Committee by the Mr. P. Griffin. Assembly for consideration and report? Yes.
2. Where were you residing in the year 1866? At Oranmeir, on the banks of the Shoalhaven River, near ^{Ballallaba} 16 April, 1878. Ballallaba, in the Braidwood district.
3. In what business were you engaged at that time? Farming.
4. In conjunction with any one? With my brothers.
5. How many acres did the farm consist of? 200 acres.
6. How many of these were under cultivation? About 70 acres.
7. Did you possess all the horses, cattle, and farm implements necessary for carrying on a farm? Yes.
8. At the time I speak of were there crops growing? Yes.
9. At that time, I believe, Braidwood was infested by bushrangers? Yes.
10. Who were the leaders of these? Tom and John Clarke, and Tom Connell.
11. I believe that your farm was situated in the midst of the haunts of these bushrangers? Yes, their friends were living all around us.
12. Do you recollect any particular circumstance occurring in the month of August, 1866, in connection with these bushrangers, and a visit to your place? About that time Tom Clarke, John Clarke, and Tom Connell rode up to the house, in August or about August—I am not certain as to the date, a Mrs. Bradley came to the place about half-an-hour before sundown, and said that the three bushrangers were over the river and that they had my horse, and that Tom Connell meant to bring him back that evening, and she said she would wait till he came; her brother was with her, and she sat outside against the fence under a willow-tree. At dusk or about dusk the three bushrangers rode up, and Tom Connell said—"I have had your horse but I have done him no harm, I only rode him one day," and he let him go. Tom Clarke then said—"Bring us something to eat"; I said—"You know Tom you have no business to come here"; "I would not trouble you," says he, "but we have had nothing to eat to-day, so now bring us something to eat, and say no more about it." I then called to my brother Michael to bring them something to eat. They got off their horses then and had something to eat, and then Mrs. Bradley and her brother, Tom Kelly, rode away in the direction of the Ballallaba Police Station, with the three bushrangers.
13. You say you gave them food? Yes.
14. Did you do so under compulsion and the fear of consequences if you denied them? I did; I thought I might as well do it as be forced to do it, and he told me they had had nothing to eat that day.
15. Had you ever given them food upon any other occasion? No.
16. How long had the bushrangers been outlawed at that time? About twelve months. Tom Clarke was the outlaw.

- Mr. P. Griffin. 17. Had they ever called at your residence before? No.
18. Had you ever given them any encouragement? No.
- 16 April, 1878. 19. You or your brother to your knowledge? Not to my knowledge.
20. I suppose you were aware of their movements a good deal from living in the midst of them? Yes, we heard from time to time.
21. Had you ever given information of them up to that time? Yes, when I heard anything about them I gave information to Sergeant Stafford, at Araluen.
22. How far is that away? About 12 or 14 miles by the way I went, the bush road, but by the public road about 16 miles.
23. *Mr. O'Connor.*] Did you ever give them anything to eat after that day? No.
24. *Chairman.*] How long did the bushrangers remain at your house on that occasion? About a quarter of an hour I think, while they were eating their supper, that did not take long, and they then pushed away as quick as they could. The reason that I thought Mrs. Bradley came there before the bushrangers was, that the police often called in the day and stopped at our place at night, and that she came there to see that all was clear.
25. You say that Mrs. Bradley and Thomas Kelly rode off in the direction of the Ballallaba Police Station on leaving your house? Yes.
26. What distance is that station from your place? 4 miles.
27. Were you aware that at that time the Government had issued a proclamation against harbouring these men? Yes.
28. Were you aware also that it was your duty immediately after giving them sustenance to give information to the police? Yes.
29. Did you go to the Ballallaba Police Station to give notice after they left you? No; it was a dark night, I could not get a horse and I did not care about walking, indeed if I had had a horse I would have been afraid to go, for they might have been camped over the river to watch me.
30. Do you think it is probable they did keep a watch after leaving your place to see whether any intimation was given to the police at Ballallaba? I think it probable.
31. Was it fear of consequences to yourself that prevented you going to Ballallaba? It was fear of consequences that prevented my going to Ballallaba the next morning—from walking.
32. I mean the same night? Yes.
33. Why did you not give notice at the Ballallaba Station the next day, Saturday? Me and my brother were busily engaged on the farm, and we sent a boy down the paddock for a horse; he came back and said the horses were out; I said—"Confound you, what have you come back to me for? Go after them again"; he did so, and came back without them; I went myself then between 3 and 4 o'clock on Saturday afternoon.
34. It was between 3 and 4 o'clock on Saturday afternoon before you got the horse? Yes, my brother told me then—"You had better go to the Ballallaba Police Station." I said—"What would be the good of my going now, as we do not know where they have gone, and the police would say the same? I am going to Araluen to-morrow, and I will then tell Sergeant Stafford, and that will do." So I kept the horse in the yard that night and went early next morning and gave information to Sergeant Stafford, who told me that he communicated with Superintendent Orridge.
35. Did you tell Sergeant Stafford all that had passed between you and the bushrangers? Yes, as nearly as I could remember.
36. Sergeant Stafford was then in charge of the Araluen Police Station? Yes.
37. Was the police camp at Ballallaba close to the residence of Clarke? It was about 2 miles from Clarke's.
38. Did Clarke's relatives live near the police camp? No, but they had a number of acquaintances at Ballallaba.
39. Was it a notorious fact that the Ballallaba police was watched by them, and that information of everything done by them was given to the Clarkes? Yes, I have heard that everything that happened with regard to the movements of the Ballallaba police, the bushrangers heard of it.
40. And that rendered the Ballallaba police almost powerless? Yes.
41. *Mr. O'Connor.*] There was a general impression abroad that everything the police did the bushrangers knew? Yes, the workmen about Mr. Wallis' farm partly knew the movements of the police, I have reason to believe, and informed Clarke or the bushrangers' relatives.
42. *Chairman.*] Had you any idea that the horses were let out of the paddock by the Clarkes? Not at first, but when I could not find them I thought the bushrangers had let them out and driven them away.
43. How long after giving Sergeant Stafford information was it before you heard anything more of the matter? I do not remember.
44. From whom did you next hear about it? Four special constables came up to the place on Thursday, the 29th of November. Mr. Carroll was the leader of the party, and he told me he would have to arrest me for being the associate of the outlaw Clarke.
45. Did he arrest you? Yes. I told him I was going to Araluen that day to give information to Sergeant Stafford concerning an accomplice of theirs—a man named Dernan—who stuck up a Chinaman's store on Major's Creek, and Carroll says to me—"I may be of more use to you than Stafford at your trial—tell me." I said I would not, as I had promised Sergeant Stafford I would not give information to any one else. He tried all he could, and at Ballallaba Gap he went with me ahead of the rest and tried to get me to tell him where Dernan was, and I would not. He said I was a great fool, for Sergeant Stafford would be of no use to me. Then I laughed at him. He said—"Tell Mr. Wallis that you want to see me to-morrow"—Mr. Wallis was the Gaoler at Braidwood; I said—"All right"; so I did tell Mr. Wallis. Mr. Wallis sent for him, and called me into the parlour, and he tried all he could to get me to give him any information to help him to find out where Dernan was. I told him I would write to Sergeant Stafford, and tell him; I did write to Stafford, but I was told by one of the prisoners that that letter was burnt; I then wrote another letter, and I was told that that also was burned. Mr. Wallis afterwards told me that it was of no use deceiving me, and that he could not send these letters.
46. *Mr. O'Connor.*] Is Wallis still in the Service? He is at Bathurst now.
47. And he told you the letters you wrote to Sergeant Stafford could not go? Yes, he told me it was no use deceiving me—that he could not send them. That was after I told him I had heard they had been burned. Mr. Carroll came to me two or three times afterwards.

48. What gaol were you locked up in? In Braidwood Gaol. When Sergeant Stafford did not come I did tell Mr. Carroll where Dernan was, and he sent two of his men there, but either Dernan got word of it that they were coming, or when they did go the people where he was stopping kept the men in a string till Dernan got away; but they did not get him any how. So the day I was committed when I called Sergeant Stafford, and Mr. Carroll heard the evidence Stafford gave—I should say that Mr. Carroll gave his evidence, and said what he had to say against me, and when he heard Sergeant Stafford's evidence he said—"I will reaffirm my evidence"; and he went into the box and positively swore that I told him if he would let me out of this affair I would have the bushrangers by 9 o'clock any night if he wished to venture his life in the attempt. I am willing to take my oath that that is false, as God is just, and I am positive that Mr. Wallis never left the room on that day when I spoke to him. I also asked Mr. Scarvell, my solicitor, to ask Mr. Wallis whether it was true, and he said he would call him next time—that was, if I was committed. We were committed to take our trial at Braidwood, appeared on the day appointed, and were remanded to take our trial at the Central Criminal Court, Darlinghurst.
49. Do you know when that took place? That was in May, I think.
50. You were apprehended in November? Yes; and I think it was at the May Sittings we had to appear at the Central Criminal Court, Darlinghurst. We were then remanded till the next Session, in August, when we were put upon our trial and honorably acquitted. The Judge said at the time that he fully agreed with the Jury in their verdict, and that the Government ought to have given us some consideration for the services rendered to the police in aiding in the capture of the Clarkes, or something to that effect.
51. *Chairman.*] Do you think your capture by the police was brought about in any way by Mrs. Bradley and her brother Thomas? After I was committed I passed her a few times and did not speak to her. After that, when I saw her, I did speak, and asked her why in the name of Fortune she did not speak the truth—what had I done to make her speak against me. She began to laugh, and said she intended to get the reward, and to get Alick out—Alick was her husband, who was serving a sentence of five or six years for highway robbery with bushrangers. So I asked her then why she did not tell the truth; I said if she did I would get out of it; she said—"You will not if I can."
52. Had you to come backward and forward to Sydney on the two occasions you have referred to at your own expense? Yes, and I had to pay counsel twice.
53. When you were remanded in May from the May to the August Sittings, were you remanded on bail? Yes; and being strangers in Sydney we could get no bail. We had to write up to Braidwood, and were kept a fortnight in confinement in Darlinghurst waiting for bail. While there we were kept each in a cell in solitary confinement, with the exception of an hour each day, when we were allowed to walk up and down a passage. All the other twenty-three hours we were kept in solitary cells.
54. Were your meals brought to you in the cell? Yes.
55. At the end of the fortnight did you procure bail? Yes.
56. From whence? From Braidwood.
57. What was the result of your absence from your farm all this time and the expenses to which you were subjected? Our crops were destroyed by cattle, and not being at home we could not plough and prepare our ground for the next season's crops, and also we had to sacrifice our property to pay for our defence. We had to sell two teams of bullocks and drays; our cattle too was stolen while we were away. We had to sell our cattle, cows, heifers, and steers—some of them as low as 30s. each. I think it was only £100 we got for our two teams of bullocks with drays and tackling; which was not much more than half their value. We were two years that we did not do anything through it. After I got out of trouble, when I landed at the Clyde going home, all the money I had was 2s. We owed then about £100, and all the property we had then was fourteen cows, a calf, three heifers, four bullocks, and a dray. We had not a plough nor a barrow, nor had we seed wheat—which we had to buy; and all the place was gone to wreck. We were completely ruined by it, and have never got over it.
58. Have you ever calculated the loss you sustained? You may think it unreasonable, but I put it down at £5,000. We were before this trouble well off; we had as good a farm as there was in the whole district; had all the farming implements, cattle, horses, bullocks, plough, harrow, everything, and were very comfortable. We have never been comfortable since; but we managed to live there somehow, and to pay off most of what we owed, but we got tired at last and sold out. I thought I would go to some other part of the country.
59. *Mr. O'Connor.*] Did those persons who came down to bail you do so at your expense? They did not come—they had to send down their recognizances by letter or telegram, but we had to pay our own and our witnesses' expenses.* The Crown payed the witnesses the second time.
60. How long were you living there? About five years from the time we went there until we were arrested.
61. You had repeatedly given information to the police? Yes, whenever I or my brother heard anything of the bushrangers.
62. When you were on your trial, was not the evidence of Sergeant Stafford part of your defence? Yes.
63. Did he testify that you had aided him by your advice and information? Yes.
64. *Mr. Baker.*] What period elapsed from the time of your arrest to your acquittal? On the 29th November I was arrested, and on or about the 15th August next year we were acquitted.
65. From November to August—about ten months? Yes.
66. During that period how long were you actually confined in gaol? A month in Braidwood Gaol, and a fortnight in Darlinghurst. When I was arrested I was ploughing for potatoes, and we intended to put about 8 acres in potatoes, but when I got out it was too late in the season, and we were able to put in about 2 or 3 acres instead of 8 or 9 as we had intended.
67. Did this confinement of six weeks in gaol arise in consequence of your being unable to obtain bail? I would not be allowed bail when I was committed to Braidwood Gaol.‡
68. After your committal you were in Braidwood Gaol a month? No, I was remanded from week to week for four weeks, till I was committed, and I was waiting in Darlinghurst a fortnight until bail was obtained from Braidwood.
69. The period during which you were retained in Darlinghurst—did it arise from your inability to obtain bail, or from the distance between Sydney and Braidwood? The distance from Sydney was the cause of it.

70.

* ADDED (on revision):—Stafford was the only witness the first time. † Revised:—till ‡ ADDED (on revision):—I was then let out on bail.

- Mr. P. Griffin. 70. I do not think you told the Committee what was the actual pecuniary loss sustained by you—what was your actual loss in money? The loss in money, as nearly as I could estimate it, that is the cost of defence, including our own and one witness's travelling expenses, the fees to counsel, and lawyer's costs, would be about £200 without counting loss of time.
- 16 April, 1878. 71. What was the loss caused by the prevention of putting in your crops? About £400, from not being able to carry on our business.
72. What was the loss caused by the forced sale of your cattle, drays, &c.? About £1,200.*
73. That makes about £1,800 altogether? Yes, but that does not include all our loss.
74. Have your prospects in life suffered in consequence of this? They were ruined through it—it blighted our prospects in life; we lived there ten or eleven years afterwards, but we never recovered ourselves.
75. You have never been able to recover your position in consequence? No.
76. Can you give any particulars as to how you suffered as men of business, in your vocation or in any other way, whether people fought shy of you in consequence of your connection with this affair? No, I was as well respected afterwards as before—I had as good a character when I left the place, or was coming away, as at any time.
77. Have you ever applied to the Government for compensation? Yes, we tried all we could—we were in communication with the Government for two years or better before we got it decided.
78. Which Government? Mr. (now Sir Henry) Parkes'.
79. What replies had you to your applications for compensation? I did not read any of the letters—my brother wrote and read all the letters.
80. Government have given you no compensation? No compensation whatever; we tried all we could by writing, but could not succeed.
81. Did you shortly after you were acquitted apply to Government? Yes, we applied to the Attorney General, Sir James Martin.
82. In effect the Government refused to give you any compensation or consideration for the loss you had sustained? Yes.
83. Did you take any legal proceedings against any one for this (as it turned out to be) illegal arrest? No.
84. Mr. O'Connor.] It was Mr. Carroll who arrested you? Yes.
85. He was subsequently shot? Yes.
86. Mr. Baker.] Why did you not take any legal proceedings in the matter? We did not think there was any ground for them.
87. At your trial or at any time did any persons testify as to your character—any person who lived in your neighbourhood or who knew you? Yes, but I do not think they were represented; I had a character from Captain Zouch.
88. Did he give evidence in your favour at the trial, or was it a written character? It was a written character.
89. Were there any other persons in the Braidwood district who testified as to your generally good character? I do not think I asked any one in the Braidwood district then—I was told it would be of no use unless I was convicted.

Mr. Michael Griffin examined:—

- Mr. M. Griffin. 90. Chairman.] Are you one of the petitioners? Yes.
- 16 April, 1878. 91. Where were you residing in the year 1866? At Oranmeir, in the Braidwood district.
92. What business were you carrying on? We were carrying on the business of farming, carrying, and grazing.
93. Was any one in conjunction with you? My two brothers were in conjunction.
94. Were you in possession of all the necessary property for carrying on the farming? Yes, we possessed all the necessary requirements.
95. At that time was the Braidwood district overrun with bushrangers? Yes, it was overrun with bushrangers—the two Clarkes and Connell.
96. How was your farm situated as regards the haunts of these bushrangers? It was situated in the midst of the haunts of these bushrangers—their relatives lived in that district.
97. State to the Committee the circumstances that led to the criminal charge being made against you which led to your subsequent arrest? On or about the month of August, 1866, one Friday afternoon, Mrs. Bradley and her brother Thomas Kelly came to my house; Mrs. Bradley stated she met Clarke on that day, and that he told her to meet him at my house that same night, and they remained there till about dusk, when the three bushrangers rode up to my house. They met my brother first; I did not go up to them. They demanded something to eat, and he made some objection. They stated they had had nothing to eat that day, and that they should have something. I was not so close to them as my brother, and did not hear all the facts of the conversation; and he told me then to bring them out something to eat. I had no meat cooked, and I brought them some bread and butter and tea. They remained only a short time—about twenty minutes or half-an-hour I suppose—and then left the place in the direction of the Ballallaba Police Station across the river. Mrs. Bradley and Kelly went with them; I believe they were associates of these bushrangers. It was then quite dark, and I had no horse nor way of getting a horse.
98. Was it under compulsion that you gave this food to them? Yes, it was under compulsion.
99. Were you aware that there had been a proclamation against harbouring or giving any sustenance to bushrangers? Yes.
100. And that it was your duty to give immediate information to the police? Yes, I did; but I believed I would risk my life if I attempted to give information immediately afterwards. The Ballallaba Police Station was situated about 4 miles from my house, and Clarke's sisters and mother lived about a mile and a-half or two miles from it. On that occasion I was afraid to go to Ballallaba Police Station to give information. I could have walked on foot that night to Ballallaba, but the bushrangers went in that direction, and I considered it would be dangerous to venture it, as, if they caught me going in that direction, they would guess that I was going to give information, and very likely I would be shot.
101. Mr. O'Connor.] There was great terror in the district at that time? Yes.

102.

* ADDED (on revision):—The increase of the cattle would be worth about £1,000 if I had them since that time till now.

102. No man considered his life safe? No man considered his life safe that would be known actually to be aiding the police. I was very busy on the farm working at the time, and I found my horses were out of the paddock next morning; they were either let out or had broken out—I could not say which, as it was not a very good fence. I sent a boy I had after the horses, and he did not find them till late the next, or Saturday, evening. Mr. M. Griffin.
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103. *Chairman.*] If he had found them should you have gone and given notice? Either I or my brother.

104. Where would you have gone? I advised my brother as soon as he had found his horse to go to Ballallaba, and he said it would be useless to go to Ballallaba then, and that he would go to Araluen the next morning and give information to Sergeant Stafford. He started on the Sunday morning.

105. Who? My brother, and gave information to Sergeant Stafford.

106. Were you subsequently arrested on a charge of having harboured these bushrangers? Yes, some time after I was arrested, and I was much surprised to think I was arrested.

107. Where were you arrested? On the Clyde Road.

108. What were you doing? Driving a team of bullocks—carrying on the road.

109. That was part of your business? Yes, I was generally carrying on the road.

110. And your brother looked to the farm? My brother used sometimes to carry on the road too, but he was not carrying at that time—he was looking after the farm.

111. Were you then taken to the Braidwood Police Court? Yes, I was brought up at the Braidwood Police Court.

112. And remanded how many times? I was remanded I cannot exactly say how many times, but I believe about three or four times.

113. How long were you in Braidwood Gaol under remand? About a fortnight or three weeks; I do not exactly remember; I believe I was about a fortnight in Braidwood Gaol.

114. You were ultimately committed to take your trial at the Braidwood Sessions? Yes.

115. After you were committed you were allowed out on bail? Yes, I was let out on bail afterwards.

116. After being admitted to bail were you taken into the employ of the police to assist them in the capture of bushrangers? Some time after I was employed by Superintendent Orridge to assist the police. He gave me 5s. a day and told me to go on.

117. *Mr. Baker.*] After your acquittal? No, some time after I was committed.

118. *Chairman.*] Did they give you Government fire-arms? Superintendent Orridge told Sergeant Smith to give me a revolver, and I got one from him and the other from Sub-inspector Wright, who was then senior-constable.

119. Did you accompany the police on several occasions in search of the Clarkes? Yes, I was with Wright's party at certain times.

120. In fact you did just as you were told by the police authorities? I was my own master, but I was in communication with Sub-inspector Wright, and he was generally led by me.

121. In other words, you were acting in a confidential manner with the police? Yes.

122. How long did that last? Somewhere about two months—till the Clarkes were arrested.

123. During that time you were engaged in obtaining information as to the whereabouts of the bushrangers, which you conveyed to the police? Yes; I was in communication with certain parties who were assisting us.

124. Did you give any information to the police which ultimately led to the capture of the Clarkes? I received information from a person who knew I was in the Government Service, that the Clarkes were in a place called Jerabat Gully, and that they were going from there to Tom Berry's place, and that they would very likely remain in Berry's hut, when they got there, all night. The person who gave me the information told me it would be dangerous to me to try to arrest them at the head of the gully. I was not afraid to go with the police to attack the Clarkes at any time, but I was afraid that if we went to attack the Clarkes at the head of the gully they would escape.

125. You say you gave information to Mr. Wright as to the time when the Clarkes would be at Berry's house? Yes; I told him they would be at Berry's house the night that he surrounded them in the house.

126. Is it the fact that the men were there at the time you stated, and that they were subsequently captured? Yes.

127. On that night? Yes, and they were taken in the evening.

128. And you gave information two days prior? I cannot state exactly, but about two days beforehand. I know I gave information to Mr. Wright a short time previous. I said it would be safer to wait till they got to Berry's hut.

129. On your trial did Wright state that you had directed them to the place where the men were captured? Yes, he swore it on oath—he swore that I gave valuable information.

130. Did he say you gave him the information on the 25th, and that he captured them on the 27th? I believe he did.

131. Were you with Wright when he captured the bushrangers? I was not at the time the house was surrounded.

132. Narrate to the Committee what you know of the capture, and the assistance you rendered? I was in Braidwood, and when I was going home I stayed at Ballallaba at night, because the Shoalhaven River there was high and dangerous to cross. I believe I was the first to cross it next morning. On a previous occasion, when Wright wanted to go to Ballallaba Police Station, I told the police that that was the only safe place to cross. After I had crossed the river I met Mr. Walsh, now senior-constable—one of Wright's party; there was no other constable with him then—and he told me that they had the Clarkes surrounded in Berry's hut, and that he was going for the Ballallaba police. He asked me was the river crossable, and I told him I had crossed it that morning. He also asked me if the Ballallaba police were at home. I was going on to assist Wright to surround the Clarkes at Berry's hut. He told me that he was afraid his horse would knock up, and asked me to go with him to Ballallaba. I did so, and I asked Walsh if I could get a rifle and I would start on at once to Berry's.

THURSDAY, 25 APRIL, 1878.

Present:—

Mr. BAKER,

Mr. DILLON.

EDWARD GREVILLE, ESQ., IN THE CHAIR.

Mr. Michael Griffin further examined:—

Mr. M. Griffin. 133. *Chairman.*] Will you resume your narrative from the point at which you left off when you were last before the Committee? Mr. Walsh insisted for me to go back to Ballallaba with him. I believe he tried to obtain a fresh horse at Ballallaba and could not get one. I returned with Walsh, and when we got to my place I lent him a fresh horse—the best horse I had then—and he started on at once, and then he got another horse from my sister. I told her on a previous occasion to aid Wright's party in every way she could, and I think it must be on my account she lent the fresh horse. I had not a very strong horse at that time, and I was unable to push on very quickly, but when I got on the road to where Walsh left my horse I started on as quickly as possible, riding the horse I had lent Walsh. I pulled up Black Peter, one of the Ballallaba police, on the road, and I pulled up Armstrong, one of the Ballallaba police, and I rode on to the ground with Armstrong. The Clarkes were captured a short time before I got up. I might mention that I took Government revolvers with me, and took them from my place. I heard that all the Ballallaba police were rewarded, but I got nothing from the Government. When I got to Berry's hut the police were going to remove the Clarkes. Sergeant Burns then pressed my horse against my will, although there were several police horses there which he could easily have obtained. I consider the treatment I received was very harsh after all the services I rendered to the Crown, for the police officers to go and treat me in this manner—to leave me in that manner on foot. When one of the police saw the way I was treated, he told me to jump behind him on his horse, and I did so. I might mention that some time before the two Clarkes were captured, I was after horses, and I met them in the bush; the two of them had revolving rifles, and they accused us of giving information to Sergeant Stafford. I thought my life was in danger, and that the best way I could get out of the difficulty was to throw the blame on my brother. They rode with me for about 4 miles, and I had not left them long before I saw Wright's party at a distance from me; I then rode up to Wright's party. The two Clarkes were then about half-a-mile away on the top of a high range. I was almost afraid then to give information, for I considered it very dangerous,—that if Wright's party pushed on at once, and the two Clarkes escaped, I well knew what must be my doom, if ever they came across me again; but, however, if I am not very much mistaken, I told Sub-inspector Wright if he would give me one of his fire-arms that I would go back to where the two Clarkes were, and that I would try and entice them to come a little bit further with me towards his party. I also told him that as soon as they would see him and his men that they would very likely push off as quickly as they could, and that I would then call upon them to surrender and fire at them. However, when I got to the top of the range the two Clarkes were not there. I think they had a strong suspicion that I was aiding the police, and that they pushed off. I then immediately brought up Wright's party with the black tracker. We got on the tracks of the Clarkes, and followed them for about 4 miles until it was quite dark. I then took Wright to where there was an old hut, where I thought the Clarkes would camp that night, and we surrounded it, but they were not in it. I then told Sub-inspector Wright that I knew they were not far away. We were among thick oaks poking about in the dark night, and I told him we might be fired on, as they were bound to have heard us. The Shoalhaven River was very high at the time, and Sub-inspector Wright told me he would like to make for the Ballallaba Police Station that night if I could manage to take him to a good crossing. I brought him to the Shoalhaven River, and I could tell him by a mark I had at the crossing-place—a bunch of grass—that the river was crossable. Sub-inspector Wright and his men, with the exception of one who was afraid to cross, crossed to Ballallaba. One of Wright's men remained with me that night. I met Sub-inspector Wright, who was then only senior-constable, the next day, and we then went after the bushrangers. I then thought my life would be in danger if ever I would come across the bushrangers again. I told Superintendent Orridge so, but he would give me no protection whatever. I told him I was determined to protect myself, and that I would keep my place well supplied with firearms, and that I would resist any attack of the bushrangers if they came there. He cautioned me not to fire on the police; and I told him that my life, I considered, was then in danger, and not to let the police come about my place at night without my knowing it. I was very careful to avoid firing on the police, but I was in great terror, thinking the bushrangers might come to my place to take my life.

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134. Do you think it would have been dangerous for Wright and his men to have endeavoured to cross the river to reach the Ballallaba Police Station, unless you had shown them where to cross? He could not have crossed it that night unless I had gone with them—he would have been afraid to cross.

135. Did you precede them? No, I told him I had crossed it when it was a little higher; and he sent over the black tracker first. I might mention that Clarke, the outlaw, told me that if he met my brother again, he would put him on his knees for the information he had given Sergeant Stafford.

136. Supposing, as you had told him, that it was he who had given information to the police? Yes, I told the outlaw.

137. With reference to the supplying of the Clarkes with food by yourself and your brother, was it done under compulsion? Of course it was done under compulsion.

138. What do you think would have been the consequence if you had refused? My life and property were in danger, when three armed bushrangers came up to a place to men who had no firearms to protect them, stating that they had had nothing to eat that day, and that they should get it.* My brother made some objection to giving it them, but of course we could not have made any further resistance—it would have been dangerous.

139. Will you explain to the Committee why it would have been dangerous for you to have gone to the Ballallaba Police Station to have given information? Clarke's relatives and their friends lived not far from the Police Station, and supposing I had been seen going to the Ballallaba Station on the Saturday, Clarke's spies might have told them, and if I had come across them I should have paid for it.

140. Could you not reach the Ballallaba Police Station without being seen? No, I could not, because it was in the clear on a plain. I could not have gone within a quarter of a mile on one side, and a mile on the other, without being seen.

141.

* ADDED (on revision):—Consider three armed bushrangers coming up to a man's house at dusk, demanding something to eat, and one of them an outlaw.

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141. It is an open plain? It is, where a great number of people generally call.
142. How soon after the Clarkes were captured were you paid off, or did you cease to be employed by the police? After all the services I rendered to the Crown, I received nothing beyond two days' pay after the capture of the Clarkes. I was in Braidwood when Superintendent Orridge said—"I will pay you for two days after the Clarkes were captured," and that was all I received.
143. Subsequently you surrendered to your bail at Darlinghurst Court-house? Yes, I surrendered in Sydney.
144. Explain to the Committee anything you wish with reference to the loss you sustained by your arrest and trial, and whether you experienced any hardship in gaol? At the very lowest it cost me in ready cash £200 for counsel and legal expenses.
145. *Mr. Dillon.*] All your legal expenses, solicitor, retaining counsel, witnesses' expenses, &c.? I paid Sergeant Stafford's expenses on the first occasion, the Crown paid three witnesses the next time. The cost in money was about £200.
146. *Chairman.*] Will you state the circumstances of surrender to your bail? I might state that I was first committed to take my trial at Braidwood, and when I surrendered I was told I would be tried at Darlinghurst. I then started to Sydney some time before the trial would come on, to engage counsel and prepare a proper defence. During the sittings I called at Darlinghurst from day to day. Then I was remanded till the following sittings, and I received no notice in Sydney that my trial would be postponed, till I surrendered to my bail, and I had no one to bail me, being a stranger in Sydney, and was locked up in a cell at Darlinghurst for about a fortnight, being allowed out to walk up and down a passage only one hour in the twenty-four. I never could make out what was the reason of this harsh treatment. I then got some parties at Braidwood to bail me out. They had not to come to Sydney, it was managed up there, and I went back to Braidwood again. Going home on horseback I was riding a valuable horse I had borrowed; when crossing a creek that was very high, both the horse and myself were swept away by the force of the current. I managed to swim out, but the horse was drowned, and I had to give another horse worth £30 instead of him. I then had to appear at Sydney again to be tried, when I was honorably acquitted of the charge laid against me. The Judge made some remarks after I was acquitted, but I did not stay in Court to hear all he said. I believe he stated he thought the Crown ought to have shown me consideration.
147. *Mr. Dillon.*] You do not know that yourself? I saw it stated in the papers next morning.
148. You were arrested on a certain day? Yes.
149. You were then brought up at the Police Court? Yes.
150. You were put to your first expense when you were brought up at the Police Court? Yes.
151. I suppose you employed a lawyer? Yes.
152. What did that cost you? I suppose it cost the two of us, my brother and myself, about £20 at the Braidwood Police.
153. How many days were you before the Court? My brother was remanded several times; I think I was remanded three times.
154. You estimate the cost on those occasions at £20? Somewhere about that.
155. Then you were committed for trial? Yes.
156. You were first committed for trial at the Quarter Sessions, Braidwood? Yes, I was committed for trial, to take place at the Quarter Sessions, Braidwood.
157. Then you received notice that the venue had been changed? Yes, and that I was to be tried at Darlinghurst.
158. Did you not receive notice before the commencement of the sittings? No, I received no notice till I surrendered to my bail at Braidwood; I then got a verbal and written notice.
159. Had you employed legal assistance at Braidwood? Yes, Mr. Scarvell was to appear for me there?
160. Did you bring your witnesses there? I think Sergeant Stafford was stationed at Braidwood or Araluen.
161. Did Mr. Scarvell appear for you there? Yes.
162. Did you pay anything fresh to Mr. Scarvell? No, not at that time.
163. Then you received notice that the venue was changed to Sydney? Yes.
164. And your trial came on there? I was remanded then to the next sittings, and had to go back to Braidwood—somewhere about 200 miles.
165. Had you prepared for your defence the first time you came to Sydney? Yes.
166. Your attorney and counsel had been retained? Yes.
167. What did it cost you on that occasion? I do not know exactly. As nearly as I can guess, somewhere about £90.
168. That was the first time you appeared at Darlinghurst, when your trial was further postponed? Yes.
169. That included everything? No, I think that was the cost for legal defence alone.
170. You have not included your personal expenses? Not in this.
171. In anything I have asked you, do you include your personal expenses? No, I do not include our personal expenses.
172. Then the case was postponed until the following gaol delivery? Yes.
173. Then the trial came? Then the trial came on.
174. What did the legal expenses cost you on that occasion? I had to pay some money that time to the lawyers, but I cannot say what it was.
175. You were defended by counsel? Yes.
176. Who defended you? Mr. Dalley.
177. At what do you estimate your personal expenses all through, from the time you left your farm to go to Braidwood, until you were finally acquitted at Sydney? I suppose altogether our own and our witnesses' travelling expenses, and remaining in Sydney, about £80.
178. Were you a farmer at that time? Yes.
179. Were you and your brother only working on the farm? There were three brothers of us.
180. So that one remained behind to do the work? He did scarcely any work; it was our business to mind the farm.
181. So that your farm was neglected? Yes; I bought a lot of seed oats that year, and had about 60 acres under oats, but, on account of our arrest, most of the crop was destroyed by cattle getting on the land.

Mr. M. Griffin. 182. At what do you estimate your loss in consequence of your absence from the farm while you were under arrest? I was two years, in consequence of that, doing nothing.

25 April, 1878. 183. What do you estimate you lost through being dragged from your farming pursuits from the time you were arrested until you were acquitted? I suppose I might put it down at £200 at the lowest calculation. I was so crippled by the losses I sustained, that I was unable to cultivate the farm for three or four years, and I may put down that loss at £400, because my teams, cattle, and farming implements were stolen; and afterwards when I began to raise something, farm produce was so cheap that it was hardly worth while to cultivate. I had one of the best farms in the district, and I can safely say that the losses I then sustained I never recovered. I would be in a very different position now but for my losses at that time.

184. Mr. Baker.] I do not think the statement of your losses is quite clear. Will you say the actual money loss you sustained from the time of your arrest at Braidwood to the time of your acquittal at Sydney? About £200.

185. Besides the money loss of £200 during that period, what loss did you sustain in your business from not being able to carry on your occupation as a farmer? I may reckon the losses to the farm on that account, as I was two years without doing anything, at £200.

186. Thirdly, at what do you estimate your loss by the forced sale of your cattle, implements, and other property? The loss upon our bullocks and drays would be about £100, and by the forced sale of cattle, £40 or £50.

187. Was there any other property? I do not think I sold any other property.

188. That would be about £500 or £550? Yes.

189. Did you ever apply to the Government for compensation? Yes, to the Attorney General.

190. What answer did you receive? He never replied to my letters; I wrote him several.

191. Did you ever apply personally to any Minister? To Mr. John Williams, the Crown Solicitor. The Attorney General told me to write to the Crown Solicitor, and I had a private interview with him about getting compensation from the Government, and he told me he would look after it for me. I wrote several letters for a portion of the reward for assisting to capture the Clarkes, and stating in some letters how I was treated with plenty of law.

192. Have you obtained a portion of that reward? No, I never obtained a shilling from Government.

193. Upon your acquittal did the Judge express any opinion in your favour? Yes; I read it in the paper next morning.

194. Did you hear him? I heard him make some remarks, but it is so long ago I do not know what they were; I did not stay in Court.

195. How long were you confined in prison from the time of your arrest at Braidwood and at Darlinghurst? About a fortnight in Braidwood and about a fortnight in Sydney. In consequence of the losses I sustained, I had to go to bodily work to endeavour to recover my position; and in this way I injured my health. I have had medical advice, but no doctor has been able to do me any good. I have never recovered my health since, and I do not suppose I ever shall.

196. Mr. Dillon.] What is your age now? About thirty-one or thirty-two.

197. Are you living in the Braidwood District now? No, I am staying at Park House Hotel, Sydney.

198. How long is it since you left? About twelve months. I had been living there about fourteen or fifteen years.

199. On the same farm? Not on the same farm, but not far from it. I beg to hand in a number of letters as to my character. (*The witness handed in the same. Vide Appendix A I to A 7.*)

Mr. William Stafford examined:—

Mr. W. Stafford. 200. Chairman.] In the year 1866 were you a sergeant in the Police Force? Yes.

201. Where were you then stationed? At Araluen.

202. Do you know the petitioners in this case—namely, Patrick and Michael Griffin? I do.

25 April, 1878. 203. In the year I have mentioned—1866—were you in the habit of seeing them? Yes, I was in the habit of seeing Patrick Griffin frequently, not Michael.

204. Did Patrick Griffin ever give you information in reference to the movements of the bushrangers who were infesting the district? Yes.

205. Do you remember particularly one Sunday his coming to you to give information of having supplied them with food? I do.

206. Did he tell you that it was on the Friday night preceding the Sunday on which he gave you the information? He did.

207. Did he tell you that he gave the bushrangers this food upon compulsion? Yes, I believe he did—I am not exactly sure upon that. I might explain the matter a little better if I were to tell the Committee that I had advised him to try and get into the bushrangers' confidence with a view to giving me or some others of the police necessary information, as without some one did so, it would be impossible for the police to know their movements, as they were here, there, and in every place all over the country.

208. When Patrick Griffin gave you this information on the Sunday morning, did he make the impression that he was acting with sincerity towards you? Yes, certainly.

209. And you believe that to this day? I do, most decidedly, and I conveyed the intelligence to Superintendent Orridge for his information. I wrote to him about it, and also conveyed it to him verbally when I had the opportunity.

210. He was your superior officer? Yes, he was the Superintendent of our district.

211. Were there other occasions on which the Griffins gave you information as to the movements of the bushrangers? Yes. I am speaking only of one Griffin now, that is Patrick Griffin. I gave evidence at the trial only in favour of Patrick Griffin; I got no information of any consequence from Michael.

212. As sergeant, had you charge of the Araluen Police Station? I had charge of two stations, the foot and mounted.

213. Was Patrick Griffin in your confidence—was he employed by the police? I am not aware of his being employed by the police; so far as I know he was not.

214. Mr. Dillon.] He voluntarily gave you information? Yes; I sought his information. I was stationed at Jingera in 1862, and was thoroughly acquainted with the Griffins; this Patrick Griffin gave me information in 1862 that led to the arrest of a party of cattle-stealers and their subsequent conviction.

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Stafford.
25 April, 1878.

215. Jingera is the wildest part of the country in that district? Yes, and it was at that time infested with cattle-stealers, horse-stealers, and highway robbers. I am the man that broke up the notorious gang headed by Tommy Clarke. I arrested him in 1865, and lodged him in Braidwood Gaol, committed on four charges of highway robbery under arms, after being twelve months in pursuit of them. He had defied all the efforts of the police to capture him for twelve months, and until I captured him in 1865, on the very day I went to take charge of Jingera Station.
216. They gave information in another case? Yes, they gave information in the case of Doran, that led to the capture of a gang of three cattle-stealers. That was Patrick Griffin.
217. What were the Griffins at that time? Farmers, in good circumstances.
218. They were very young people then were they not? They were grown up young men.
219. How old? I should say they might average from 17 to 20.
220. Were they carrying on the farm on their own account, or living with their father? Living with their father; their father was a feeble man, and they had the sole management of it themselves.
221. You knew that they were acquainted with these Clarkes, and therefore you went to them for information about the Clarkes' movements? Certainly.
222. It was not that they were regularly paid servants of the Crown, a paid police, but that they were acquainted with the Clarkes, and you asked them what they knew? Yes; I was perfectly cognizant that they were acquainted with the Clarkes, with their haunts, and the whole locality.
223. Not that they were paid servants of the police at all? Certainly, not at all, so far as I knew.
224. So far as you are aware, any information they gave was voluntarily given without being paid for? Without being paid for.
225. You knew that the Clarkes used to go to their house, did you? I knew that prior to the Clarkes going to the bush they used to visit at each other's houses; they lived only about five miles from each other.
226. The Clarkes were farmers, too, about the same place? Yes.
227. Did you know that the Clarkes, after they had taken to the bush, used to go to Griffin's? No, I did not.
228. How do you imagine they would have any information as to the Clarkes' whereabouts if they did not? They might meet them, or hear of them from their friends. The Clarkes might visit their house the same as any other person, but I was not cognizant of it.
229. You never saw the Clarkes go to the Griffins' house? No.
230. It was not likely you would? No, I think not.
231. If you had seen them you would have been after them? I think so.
232. You say you received very little information from Michael Griffin? Nothing of any consequence.
233. What you learned was principally communicated by Patrick? Yes.
234. Did you know that Patrick Griffin used to communicate with the Clarkes in any way? No, I did not.
235. Did he ever give you any information that he must have derived directly from the Clarkes? Never.
236. Did he inform you at any time of conversations he had had with the Clarkes? Yes, he spoke to me of one conversation he had with them at a little distance from his own house, but the purport of it I cannot state.
237. Did he not lead you to believe that he was in the habit of having constant verbal communication with them? Not constant.
238. Occasionally? Occasionally he led me to believe that he met them on a few occasions in the bush.
239. That he met them, and used to talk to them? Yes, all talked to them as neighbours. I do not think there was anything in that. He told me that.
240. Did he lead you to believe that he had not fallen out with them in any way—that there was no enmity between them? I do not think there was any enmity.
241. Do you know whether he at any time suffered any injury at their hands? I believe he did, but I cannot say positively; I have a faint recollection of something.
242. Do you know whether any damage was done to his house or property by them? I do not.
243. You do not know that they ever stuck up their premises? They may have done so.
244. You never heard that they did? I believe Griffin told me on one occasion that they had demanded food from him—that they came to his house and demanded food from him.
245. Did you ever hear of their being at his place more than once? No, I never heard except what Griffin himself told me about their coming to his place; I did not hear it from any other person.
246. You did not see him there? I did not, nor did I hear it from any other person.
247. *Chairman.*] At the period referred to great terror existed throughout the district with regard to these bushrangers? Yes, in that year.
248. Respectable people even were afraid to give information to the police, or to assist them—was not that the case? It was; the most respectable people in the neighbourhood of Braidwood dreaded to give information to the police; of course they did whenever they had opportunity, but they were very careful in doing it.
249. I believe no man's life was considered safe who gave information to the police? No, not if the bushrangers knew it. That was the impression of the whole community in the district at that time.
250. One of the Griffins has stated in evidence that he was afraid to go to the Ballallaba Police Station on the Friday night when the Clarkes demanded food, lest he should be watched and perhaps injured by them; should you think such a fear well-founded? I should think it well-founded. He was not the only one who was frightened to go there—many others were dubious about it.
251. Is Ballallaba Police Station so situated that any one going to it can easily be watched? Yes, it is in an open plain, and no person could go to the station without being seen.
252. While you were stationed in the district you had no doubt of the truthfulness of the Griffins towards the police? I had no doubt myself about their truthfulness. There is one point I would wish to mention. I was on duty at Major's Creek, and as I was going into the township about 12 or 1 o'clock at night, in company with Constable Riley and Constable Smith, a man called me and asked me if we were police; I said, "Yes," and he said the bushrangers had stuck-up the Chinese store in the evening, and that Senior-constable Stapyhton and the other police had gone down to the scene of the robbery. I turned round with my men, and went to the store, not anticipating meeting the bushrangers at the store, but the police if any one. On coming in front of the store we were fired at by Tommy Clarke, John Clarke, and a man named James Doran. They were on horseback, and we came down in front; as soon as we came in front they fired right into our faces; we returned the fire, and gave them chase for about three miles. They ultimately succeeded

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succeeded in getting away, but they would not have got away if my men had been able to come up to me. I was obliged to give up the chase, but it was supposed that Doran was wounded in the encounter. It turned out that it was not so; however, he fell from his horse, and hurt his thigh very severely, and the Clarkes took him away to Cawarra Mountain, kept him there, and took food to him. I had some communication from Patrick Griffin respecting this; he told me Doran was in the mountain, and would find out where he was hid, and put me on to him. At all events, on the day he (Patrick Griffin) was arrested by the special constable, it was arranged that I was to meet him and that he was to take me to where Doran was lying up. Of course his arrest prevented his fulfilling his engagement. Doran, after he got well, cleared out towards Gippsland, and crossing at Buckley's Crossing, fell off his horse, and broke his neck.

253. *Mr. Dillon.*] You were called as a witness when the trial took place at Darlinghurst? I was subpoenaed for the defence when Griffin was before the Braidwood Bench. Mr. Scarvell came to the Braidwood Station, and served me with the subpoena in the presence of Superintendent Orridge himself, and Mr. Orridge had a private conversation with me about the matter, and he told me not to reserve anything in my evidence. I gave evidence before the Police Court, in Braidwood, as to Griffin supplying me with information. A Commission of Inquiry was afterwards held in Braidwood, and I was summoned to that Commission to give evidence before it, and it was reported to them that I was a friend of the Griffins, in consequence of coming from the same place at Home, or that I was related in some way, and that that was the reason I gave evidence in their defence.

254. What was that Commission appointed for? To inquire into the state of crime in the district, and how it should be suppressed. Subsequently I came to Sydney and gave evidence, the same evidence I had given at the Police Court at Braidwood for the defence, and the man was acquitted.

255. Do you know anything about the remarks of the Judge when the case was over? Yes.

256. Do you recollect what he said? As nearly as I can recollect, he put the case to the Jury for the men to be acquitted.

257. What did he say after they were acquitted? That they left the Court without a stain upon their characters. The Judge made some observations, but of course I cannot say the exact words. Mr. Sub-inspector Wright also gave evidence in favour of Michael Griffin. I was called first, and he came into the witness-box after me.

258. *Mr. Baker.*] Can you say how it was the Griffins came to be arrested—was there any suspicion existing in the neighbourhood about them? None whatever among the local police. The facts speak for themselves:—Superintendent Orridge was aware that they were giving information to the police, because I so stated in my written reports to him, consequently the police could not have any such doubt at the time. I did not know the Griffins at Home—I believe they are natives of Bungendore.

259. You cannot account for the arrest of the Griffins? I have often suspected. I give the inference I have drawn myself: that the special constables who came up to the Braidwood District suspected that the Griffins were giving information to the local police, and that it was more to obstruct the local police than for any other purpose that the Griffins were arrested.

THURSDAY, 16 MAY, 1878.

Present:—

MR. BAKER, | MR. DILLON.

EDWARD GREVILLE, ESQ., IN THE CHAIR.

Mr. Michael Griffin called in and further examined:—

Mr. M. Griffin. 260. *Chairman.*] Was the occasion in August, 1866, the only one on which the bushrangers came to your residence? Yes, that was the only time.

16 May, 1878. 261. Did you, or did your brother, to your knowledge, at any time give the bushrangers shelter? No, we never gave them shelter.

262. Had you any knowledge, except what you have told the Committee you got from Mrs. Bradley and her brother, that the bushrangers would call at your residence? No, nothing but what Mrs. Bradley told me.

263. Was the Ballallaba Police camp upon Mr. Wallace's estate? Yes; there were several huts for the men employed on the farm within 200 yards of it.

264. Had you any conversation with Superintendent Orridge about the police station at which you were to give information? Yes; he told me on one occasion to give information if I could at any time to Sergeant Byrnes, at the Ballallaba Police Station; and I pointed out to him the danger of being seen going to the Ballallaba Police Station. He then gave me permission to give information to whoever I liked.

265. Was it understood between you that you would give information to Sergeant Stafford? Not at that time. We gave the information to Sergeant Stafford because he was a very efficient Government officer. I was well aware that he would risk his life at any time to take these bushrangers. I believe Sergeant Stafford did more in the Braidwood district than any other police officer, with the exception of taking the outlaw Clarke.

266. Have you any document you wish to hand in? Yes, I have a letter from Senior-constable Walsh. I wrote to him telling him I would very likely want to bring him to Sydney to substantiate my evidence; and he returned my letter again to me, with a note in reply. (*Letters handed in and read. See Appendix A 2.*) I wish also to state that after Stafford's evidence was known in Braidwood publicly my brother was afraid to stay on the farm, and he left for fear the bushrangers should come across him afterwards.

PETITION OF PATRICK AND MICHAEL GRIFFIN.

APPENDIX.

[To the Evidence of Michael Griffin, 25 April, 1878.]

A.

Araluen, 8 February, 1877.
THE bearer, Mr. Michael Griffin, farmer, of Oranmeir, has been personally known to me for about ten years; within that period he has had large business transactions with me. It is with very great pleasure I certify that he is scrupulously honest, faithful, and truthful; he is a thorough temperance-man, intelligent, and has a character unimpeached. I feel satisfied that he will prove himself a most trustworthy, desirable, and excellent man in any office he will be found qualified to fill.

THOS. W. FAULKNER.

Araluen, 10 February, 1877.
I FEEL great pleasure in being able to testify to the high character the bearer, Mr. Michael Griffin, has borne, while I have known him during the past ten years, to be of strict sober habits; also his integrity and ability of intellectual knowledge will no doubt qualify him for the principles of any business, as I deem him well worthy of any trust that might be reposed in him. I will be happy to hear of his good success.

H. O'REILLY,
Storekeeper, Araluen.

To Mr. M. Griffin.

Braidwood, New South Wales, 19 February, 1877.
I HAVE much pleasure in giving a certificate of character to Mr. M. Griffin, of Oranmeir, near Ballallaba. I have known him for the last eight years, during which time he has conducted himself as a good colonist. He is intelligent, industrious, and sober. I can confidently recommend him to the favourable consideration of any one who requires the services of an honest and trustworthy man.

REES LLEWELLYN, J.P.,
M.R.C.S.E., &c.

Berrima Presbytery, 19 February, 1878.
I BEG to certify that I have known Mr. M. Griffin for twelve years. He bears a most excellent character. I believe him to be well conducted, very industrious, and very trustworthy.

W. J. RIORDON, R.C.C.

Mr. M. Griffin,
Dear Sir,

Major's Creek, 18 February, 1877.

It is with much pleasure that I answer your request for a testimony to character. I have known you for the past ten years, and have no hesitation to testify to your character for uprightness, integrity, and honorable conduct, and I shall be most happy to hear that you are in a position worthy of yourself and the character you bear. Wishing you every prosperity,—

I remain, &c.,
HENRY A. COBEL.

Nithsdale, 12 February, 1877.
THE bearer, M. Griffin, has been known to me for the last fifteen years, and I have great pleasure now in being able to testify to his good character. I have every confidence in him; he is honest, straightforward, and sober, and I would have no hesitation in giving him a responsible situation if required.

JOHN WALLACE, J.P.
C. B. PAYNE.

Braidwood, 13 February, 1877.
THIS is to certify that I have known Mr. Michael Griffin for a number of years in this district, and that I have a very great respect for him, and have always found him an honest, upright young man.

JOHN MUSGRAVE,
Editor, *B. Dispatch*.

[To the Evidence of Michael Griffin, 16 May, 1878.]

A 2.

Buckley's Crossing, Police Station, 7 May, 1878.
IN reference to the attached letter of the 3rd instant, Senior-constable Walsh states for your information, that what you have stated in the said letter is quite correct as far as I can remember in reference to the bushrangers Clarke.

Mr. M. Griffin.

WILLIAM WALSH,
Senior-constable.

Dear Sir,

Park House Hotel, 27, Park-street, Sydney, 3 May, 1878.

I have to inform you that the Committee are now sitting in the Assembly, investigating my claims on the Government for losses sustained by law.

I want you to send me a written statement concerning the services I rendered you on the day the Clarkes were captured, about my crossing the river and going back with you to Ballallaba, and taking Wright's party to this crossing on a former occasion and lending you a fresh horse on the day the Clarkes were captured.

I rode on to the ground with Armstrong, and I passed Black Peter on the road. The Clarkes were captured when I got up, but I believe all the Ballallaba police were rewarded. You must also recollect that Sergeant Byrne took my horse away from me on the day the Clarkes were taken, that he pressed him against my will—he told me that I would be paid for him. I am bringing all this harsh treatment out now.

I was examined at considerable length before the Select Committee respecting the losses I sustained by law and the services I rendered to the Crown.

I believe I shall have to bring you to Sydney to substantiate my evidence; on that account write to me without delay and send me the facts of the services I rendered you on the day the Clarkes were captured, and about my going back to Ballallaba with you. My prospects in life have suffered by a wrongful and malicious prosecution.

Mr. W. Walsh, Senior-constable.

I am, &c.,
M. GRIFFIN.

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

THE REVEREND J. GRAHAM LOVE.

(PETITION FROM RESIDENTS OF MORUYA.)

Ordered by the Legislative Assembly to be printed, 21 February, 1878.

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

MAY IT PLEASE YOUR HONORABLE HOUSE,—

The humble Petition of the undersigned respectfully sheweth :—

That the Revd. J. Graham Love, Minister of the Church of England at Moruya, Diocese of Goulburn, in this Colony, and now a prisoner in H. M. Gaol, Darlinghurst, did make certain representation in writing, to Captain Zouch, Inspector of Police, Goulburn, respecting the conduct of W. S. Caswell, Police Magistrate, Moruya, towards certain members of the Police Force stationed there.

That the said W. S. Caswell, P.M., did sue the Revd. J. G. Love in the Supreme Court of New South Wales, on Monday, the 30th day of April, 1877, for libel contained in the said letter to Captain Zouch.

That the Revd. J. G. Love pleaded "not guilty" to the charge, being persuaded that he was fully prepared to substantiate every statement which he has made respecting the aforesaid W. S. Caswell, P.M. That at the last moment, and immediately before the jury was empanelled, the Revd. J. G. Love's counsel suddenly advised the settlement of the case by agreeing to a verdict for the plaintiff of forty shillings damages and costs, and also to retract the allegation complained of. That having no time for consideration, and dreading lest he should be left to conduct his own case and forced to defend himself against the practised keenness of very able lawyers, he did accept such verdict, and by his counsel wrote a paper retracting the language complained of, and expressing regret for the representation made.

That upon more mature deliberation, and still knowing that the statements contained in the letter were true, though perhaps legally unjustifiable, the said J. G. Love felt that he had done wrong in submitting, without a trial, to such verdict, and with the firmness and courage imparted by the consciousness of truth, he has resolved to accept the weariness and discomfort of imprisonment rather than fulfil the conditions of a verdict in which he never really concurred. This being the view of the matter taken by your Petitioners, they therefore pray that your Honorable House will take the case into your favourable consideration, and bestow upon it the benefit of as complete and thorough an investigation as your Honorable House in its collective wisdom may deem necessary.

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

[Here follow 260 signatures.]

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

THE REVEREND J. GRAHAM LOVE.

(PETITION FROM RESIDENTS OF BRAIDWOOD.)

Ordered by the Legislative Assembly to be printed, 27 February, 1878.

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

MAY IT PLEASE YOUR HONORABLE HOUSE:—

The humble Petition of the undersigned, respectfully sheweth:—

That the Reverend James Graham Love, Minister of the Church of England at Moruya, in the Diocese of Goulburn, in this Colony, and now a prisoner in Darlinghurst Gaol, did make certain representations, in writing, to Captain Zouch, of Goulburn, Superintendent of Police, respecting the conduct of W. S. Caswell, Police Magistrate at Moruya, towards certain members of the Police Force stationed there.

That the said W. S. Caswell, P.M., did sue the said Reverend James Graham Love in the Supreme Court of New South Wales, on Monday, the 30th day of April, 1877, for libel said to be contained in the said letter to Captain Zouch. That the said James Graham Love pleaded "not guilty" to the charge, being persuaded that he was fully prepared to substantiate every statement which he had made respecting the conduct of the said W. S. Caswell, P.M.

That at the very last moment, and immediately before the jury was empannelled, the counsel for the Reverend James Graham Love suddenly advised the settlement of the case by agreeing to a verdict for the plaintiff of forty shillings, damages and costs, and also to retract the allegations complained of.

That having no time for consideration, and dreading lest he should be left to conduct his own case and be forced to defend himself against the practised keeness of very able lawyers, he did accept such verdict, and by his counsel wrote a paper retracting the language complained of, and expressing regret for the representations made.

That upon more mature deliberation, and still well knowing that the statements contained in the letter were true, though perhaps legally unjustifiable, the said Reverend James Graham Love felt that he had done wrong in submitting, without a trial, to such a verdict, and with the firmness and courage imparted by the consciousness of truth, he has resolved to accept the discomforts and weariness of imprisonment rather than further fulfil the conditions of a verdict in which he really never concurred.

This being the view of matter taken by your Petitioners, they therefore pray that your Honorable House will extend to the prisoner such relief as it, in its wisdom and clemency, may judge to be necessary, and afford the case the benefit of as complete and thorough an investigation as your Honorable House may deem expedient.

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

[Here follow 349 signatures.]

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

INSTRUCTIONS TO CLERKS OF PETTY SESSIONS.

(COPY OF CIRCULAR AND LIST OF FEES.)

Ordered by the Legislative Assembly to be printed, 29 January, 1878.

[Circular.]

Sir,

The Treasury, New South Wales, Sydney, 5th July, 1875.

The Inspectors of Public Revenue Collectors' Accounts having on several occasions reported that there is great diversity in the charges for Fees in the different Courts of Petty Sessions throughout the Colony for cases of a similar nature, which is attended with much inconvenience, and over which they have no satisfactory check, it has been deemed advisable, under their recommendation, to prepare books of Forms for such Courts, uniform with those now in use by the Clerks of Petty Sessions in Sydney.

As the charges noted in the forms and butts of these books, for the various cases therein referred to, are those now payable at the Central and Water Police Offices here, it is desirable that similar charges should be made by Clerks of Petty Sessions in the interior.

The Government Printer has been instructed to forward to your address one copy of each of these books, which embrace the following forms, viz. :—

- 1.—Information—General Purposes.
- 2.— Ditto — Ditto Indictable Offences.
- 3.— Ditto —Tenants Act, 17 Vic. No. 10.
- 4.— Ditto —Surety of the Peace.
- 5.— Ditto —Wages—20 Vic. No. 28.
- 6.—Summons of a Witness.
- 7.—Warrant where the summons is disobeyed.

By direction of the Honorable the Treasurer I do myself the honor to request that you will, from and after their receipt, abandon the use of the loose forms now in use, and substitute therefor the forms contained in these books, which it is considered will meet all the requirements of your office. I am further directed to request that the butts may be filled up in the manner indicated by the matter printed thereon.

As every Clerk of Petty Sessions to whom these books will be issued will be held responsible by the Inspectors for the full number of forms contained in each, viz., 200, it will of course be requisite that all spoiled forms be attached to the butts to which they belong.

A further supply of these books can be obtained by requisition on the Government Printer.

I have the honor to be,

Sir,

Your obedient Servant,

The Clerk of Petty Sessions,

Under Secretary for Finance and Trade.

List of Fees to be taken by the Clerks at Police Offices and Petty Sessions, and by the Clerks of Magistrates acting singly in New South Wales.

	s.	d.
Summons, copy and serving	2	6
Subpœna, not including more than four names	1	6
Copies to serve, each	0	4
Drawing Affidavit and Information in cases within the jurisdiction of the Magistrates not exceeding one folio of 72 words	1	0
For every additional folio	0	8
Swearing the same	1	0
Swearing any other Affidavit (Affidavits for Military and Naval Pensions excepted)	1	0
Warrant to apprehend in cases not felonious	2	6
Recognizance and notices of the nature thereof	5	0
Warrant to distrain under Penal Acts	2	6
Order of a Justice or Justices	1	0
Drawing any other document required in the discharge of the Police duties not enumerated above, per folio of 72 words	0	8
Copy of Proceedings, per folio of 72 words	0	4

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

RULES OF SUPREME COURT.

(ADMISSION OF BARRISTERS AND ATTORNEYS.)

Ordered by the Legislative Assembly to be printed, 14 March, 1878.

RULES OF THE SUPREME COURT RELATING TO THE ADMISSION OF ATTORNEYS.

REGULÆ GENERALES.

Tuesday, the eighteenth day of December, in the year of our Lord one thousand eight hundred and seventy-seven.

1. So soon as these Rules shall come into operation all former Rules relating to the admission of persons to appear and act as Attorneys, Solicitors, and Proctors of the Supreme Court of New South Wales shall be repealed.

2. The designation "Solicitor" shall, in these Rules, and in all future proceedings and notices or otherwise, be deemed to comprise Attorneys and Proctors as well as Solicitors.

Admission of Solicitors.

3. The following persons only shall be eligible to be admitted as Solicitors of the Court:—

1st. Persons actually admitted as Attorneys or Solicitors of the Courts of England or Ireland, and Writers to the Signet of Scotland, and having actually resided in this Colony for the preceding three months.

2nd. The Attorneys, Solicitors, and Proctors (having actually resided in this Colony for the preceding three months) of any of the other Australasian Colonies of Great Britain wherein a standard of qualification substantially equal to that of this Colony shall, in the opinion of the Judges of this Court, have been adopted and acted upon, and wherein corresponding eligibility for the admission of the practitioners of this Court to the Courts of such Colonies shall have been established.

3rd. Persons having been articled to some practising Solicitor in New South Wales, and having served the term of five years clerkship, or if a Bachelor of Arts or Master of Arts, as hereinafter mentioned, previous to entering into articles, the term of three years clerkship, and having passed the examinations required by these Rules: Provided that such persons may serve for any part of such term not exceeding one year with the Sydney agent of such Solicitor without assignment, and such service with such Sydney agent shall be equivalent to service for the same time with such Solicitor under the original articles: Provided also that such Sydney agent shall be required to answer such questions and give such certificates as he would have been required to answer and give if such person had actually served him under articles of assignment.

4th. Persons who having been articled to an Attorney or Solicitor of one of the Queen's Superior Courts of Great Britain or Ireland, or to a Writer to the Signet in Scotland, shall have served the full term of years required under such articles, and shall have passed the intermediate examinations in England, Ireland, or Scotland, as the case may be; or who, having been so articled, and having served for any period of time shall complete the residue of the full term of years as clerk to a Solicitor of this Court; or who, having been duly articled and served as aforesaid in New South Wales, shall complete the residue of such term with any Solicitor of the Superior Courts in England or Ireland, or with a Writer to the Signet in Scotland; and who in the two last-mentioned cases shall have passed the requisite intermediate examinations either in this Colony or in England, Ireland, or Scotland: Provided that in all cases within this clause the final examinations required by these Rules shall be passed before the Board of Examiners to be appointed hereunder.

5th. Persons who at the time of the passing of these Rules have completed, or who have commenced and shall complete the term of five years of clerkship in the office of the Supreme Court or the office of the Crown Solicitor, and shall pass the final examination required by these Rules, for the purposes of which examinations such persons shall be deemed to be articled clerks within the Rules hereinafter contained relating thereto.

Articled

Articled Clerks.

4. No Solicitor of the Court shall be allowed to have more than three articled clerks at one time; and before any person shall be articled with a view to his admission as a Solicitor of this Court, he shall be introduced to the Judges by his intended master, who shall produce satisfactory certificates of the character and fitness of such person to be admitted to articles with such view; and such person shall not be less than seventeen years of age, and shall be approved of by the Judges before entering into articles.

5. Every person desirous of entering into articles of clerkship who shall not have taken the degree of Bachelor of Arts or Master of Arts in the University of Sydney, or other University, as provided by the Act of the Legislature passed in the 22nd year of Her Majesty, number 23, shall, before approval of such articles, produce to the Prothonotary a certificate of his having passed a Matriculation Examination in the said University, or in some other University recognized by it; or a certificate from the Registrar of the University of Sydney, of his having passed some equivalent examination before Professors or Examiners appointed by the Senate thereof; or a certificate of his having passed, in England, Scotland, or Ireland, the preliminary examination which articled clerks may be there required to pass, and shall lodge with the said Prothonotary a copy of such certificate.

6. Every future articled clerk shall, after he shall have entered into articles, and during his term of clerkship, pass two intermediate examinations, with an interval of at least one year between each, in the subjects of History and Law respectively—such examination in History to be by such Professor or Examiner as the Senate of the University of Sydney or this Court may appoint in that behalf; and such examination in Law to be by the Board of Examiners appointed under these Rules, and to have relation to the laws of Real and Personal Property as set forth in the following works, that is to say, "Williams on Real Property," and "Williams on Personal Property": Provided that in the case of Masters of Arts or Bachelors of Arts, as hereinbefore mentioned, no intermediate examination otherwise than in law shall be required.

7. No person who was articled previous to the passing of these Rules, nor any person who at the time of the passing thereof shall have completed, or shall have commenced and shall hereafter complete, the term of five years of clerkship in the Office of the Supreme Court or of the Crown Solicitor, shall be required to pass any other but the final examination required by these Rules. But any such person may, if he shall think fit, submit to either or both of the intermediate examinations mentioned in the last preceding rule.

8. No person, during the time he shall be articled to a Solicitor with a view to his admission, shall pursue any profession, trade, or business, other than the proper business of a Solicitor.

Examiners and Examinations.

9. All examinations in Law, both intermediate and final, shall be by a Board consisting of two Barristers and four Solicitors to be annually appointed by the Court, of which Board any three shall be a quorum; and all members of such Board shall continue in office until their successors shall have been appointed.

10. No future articled clerk shall be admitted to the final examinations until an interval of not less than twelve months shall have elapsed after he shall have passed the second intermediate examination required by these Rules.

11. If any articled clerk shall fail to pass at any examination required of him, whether intermediate or final, he may from time to time apply for and shall be allowed a re-examination after three calendar months from any such failure.

12. No articled clerk shall be admitted to practice unless he shall produce certificates of his having passed to the satisfaction of the Examiners in all the examinations required of him by these Rules.

13. The Board shall appoint one day at least in every Term for holding an intermediate examination in Law.

14. Final examinations shall be held at the Supreme Court House, on such days, being within the last ten days of every Term, as the Board of Examiners shall appoint.

15. Every person applying for examination shall attend the said Board of Examiners at the Supreme Court House at such time or times as shall be appointed for that purpose by the said Board.

16. Persons applying for final examination in law shall submit to be examined by the said Board, and must pass in four at least of the following branches of the Law:—

1. Real Property and Conveyancing.
2. Common Law.
3. Equity, Divorce and Matrimonial, and Ecclesiastical Law.
4. Criminal Law.
5. Practice of the Supreme Court and Insolvency.
6. Jurisdiction and practice of the Inferior Courts.

17. The Board of Examiners shall from time to time, with the approval of the Judges, notify the books and portions of books in which they intend, after not less than six months thereafter, to conduct the final examinations in Law.

18. If the Examiner conducting the examination of an articled clerk in History under these Rules shall be satisfied with the answers given by him, he shall certify the same under his hand in the following terms, viz. :—

To the Prothonotary of the Supreme Court :

I being the Examiner appointed to conduct the examination in History of A.B. as a Solicitor's articled clerk, do hereby certify that I have examined the said A.B. in History, and that he has passed a satisfactory examination therein.

19. If the Examiners, or the major part of the Examiners, conducting an intermediate examination in law, shall be satisfied with the answers given by the candidate at such examination, the said Examiners, or the major part of them, shall certify the same under their hands in the following form, viz. :—

In the Supreme Court of }
New South Wales. }

In pursuance of the Rules of the Supreme Court of New South Wales, we, being the major part of the Examiners conducting the intermediate examination in Law of A.B., as an articled clerk, do hereby certify that we have examined the said A.B. in the Laws of Real and Personal Property, at an intermediate examination held on the day of , as required by the said Rules, and that the said A.B. has passed the said examination to our satisfaction.

20. If the Examiners or major part of the Examiners, conducting a final examination, shall be satisfied as to the fitness and capacity of the candidate, and that he has complied in all respects with these Rules, the said Examiners, or the major part of them, shall certify the same under their hands, in the following form, viz. :—

In the Supreme Court of }
New South Wales. }

In pursuance of the Rules of the Supreme Court of New South Wales, we, being the Examiners (or major part of the Examiners) conducting the final examination of A.B. as an articled clerk, do hereby certify that we have examined the said A.B. as required by the said Rules, and we find that the said A.B. has complied with all the conditions prescribed, and has passed all the examinations required by the Rules of this Honorable Court. And we do testify that the said A.B. is fit and capable to act as a Solicitor of the said Court.—Dated this day of

21. The Chief Clerk of the Supreme Court, or such other person as the Judges may from time to time appoint, shall be and act as Secretary to the Board of Examiners, and shall attend all meetings of the Board and keep minutes of all its proceedings and conduct its correspondence, and perform such other duties as the Board may require.

22. Every articled clerk shall, before being admitted to either of the intermediate examinations hereby required, pay into the hands of the Prothonotary an examination fee of £5, and shall also, before admission to his final examination in law, pay a fee of £10. And such respective fees shall be by such Prothonotary paid ratably to the Examiners by whom the respective examinations shall be conducted.

Notices, &c.

23. Every articled clerk desirous of being examined at an intermediate examination shall give notice in writing of such his desire to the Prothonotary, before the commencement of the Term during which he desires to be examined.

24. Every person not previously admitted as a Solicitor, and desirous of being admitted under any of the last three clauses of rule 3, shall, in addition to the notices hereafter required, give at the least one month's notice to the Board of Examiners of his intention to apply for final examination, by leaving notice with the Prothonotary, which notice shall also state his place or places of residence and service for the last two years; and before any such person shall be admitted, he shall procure the certificate of the Examiners of his having passed the final examination required by these Rules.

25. Any person previously admitted as aforesaid, and desirous of being admitted under either of the first two clauses of rule 3, shall at the time of giving the notice hereafter required, file with the Prothonotary the affidavit on which he seeks for admission, together with the certificate of his previous admission, which affidavit shall contain the following allegations, viz. :—Deponent's admission in one of the aforesaid Courts: that he has not done or committed any act or thing which would cause his name to be struck off the Roll of the said Court; and that to the best of his knowledge and belief his name still remains on the said Roll; that the copy of the certificate annexed to his said affidavit is a true copy of his admission, and that he is the person named therein; the time when he ceased to practice, the time of his arrival in the Colony; that he has actually resided in this Colony for the preceding three months, the mode of his employment from the time he ceased to practice, and a reference to one or more respectable householder or householders resident within the Colony, to whom he is known; and the rule for the admission of such last-mentioned person shall be drawn up on reading such affidavit, which rule shall be conditional for twelve months, unless the Judges shall see cause to the contrary.

26. Every person who shall intend to apply for admission as a Solicitor of this Court (whether previously admitted elsewhere or not) shall, before the commencement of the Term in which he shall so apply, cause his name and place of abode, written in legible character, to be affixed in the office of the Supreme Court, and also in the vestibule of the Court-house; and shall also cause notice of his intended application to be three several times published in two public newspapers of Sydney, during such Term, and no admission shall take place except only on the last day of such Term.

27. Every person applying at the expiration of his articles to be admitted a Solicitor of the Court shall, before the commencement of the Term in which he is desirous of being admitted, leave or cause to be left with the Prothonotary his articles of clerkship, and also any assignment which may have been made thereof, and the certificates of his having passed the required examinations, together with answers to the several questions in the appendix hereunto annexed, signed by the applicant, and also by the solicitor or solicitors with whom he shall have served his clerkship, and by two respectable householders to whom he is personally known.

28. In case the applicant shall show sufficient cause to the satisfaction of the Board of Examiners why the preceding regulation cannot be fully complied with, it shall be in the power of the said Board, upon sufficient proof being given of the same, to dispense with any part of the said regulation that they may think fit or reasonable.

29. Every person applying for admission shall also, if required, sign and leave, or cause to be left, with the Prothonotary, answers in writing to such other written or printed questions as shall be proposed by the Board of Examiners touching his service and conduct; and shall also, if required, attend the said Board personally for the purpose of giving further explanations touching the same; and shall also, if required, procure the attendance of the Solicitor or Solicitors with whom he shall have served his clerkship as aforesaid; and also, if required, procure the attendance of such other person or persons as the Board may direct, to answer either personally or in writing any questions touching such service or conduct, or shall make proof to the satisfaction of the said Board of his inability to procure the same.

Miscellaneous.

30. Every solicitor having been admitted on the Roll of this Court and ceasing to practice for twelve months continuously may be struck off the Roll, and shall not be re-admitted without a Term's notice of his intention to apply for such readmission; and at the time of giving such notice shall cause to be filed the affidavit on which he seeks to be readmitted, with the Prothonotary, which affidavit shall contain, in addition to the particulars now required, a statement of his place or places of abode during the last preceding year, and how he has employed his time since he ceased to practice; and the rule for readmission of such person shall be drawn up on reading such affidavit.

31. No Solicitor of the Court shall employ as a clerk, assistant, or writer, in or about his business as a Solicitor, any person who hath been or who shall be convicted of any felony or of wilful and corrupt perjury, or subornation of perjury, or common barratry.

32. Nothing in these Rules contained shall in any way interfere with, alter, or prejudice the authority of the Court to suspend or remove from the Rolls of Solicitors any person who shall, in the opinion of the Court, have been guilty of misconduct or of malpractice justifying such suspension or removal.

Commencement of Rules.

33. These Rules shall come into force on the first day of January, A.D. 1878, save only so far as they relate to the Matriculation Examinations or their equivalent as required by these Rules; the provisions in respect of which shall not come into operation until after the next Matriculation and Public Examinations of the University of Sydney.

APPENDIX.

Questions to be answered by the Clerk.

1. Where did you board and lodge during the continuance of your articles?
2. During what hours were you required to attend to the business of your master's office?
3. What was your age on the day of the date of your articles?
4. Have you served the whole term of your articles at the office where the Solicitor to whom you were articleed or assigned carried on his business? If not, state the reason?
5. Have you at any time, during the term of your articles, been absent without the permission of such Solicitor or Solicitors? If so, state the length and occasions of such absence?
6. Have you, during the period of your articles, been engaged or concerned in any profession, trade, or business, other than your professional employment as clerk to the Solicitor or Solicitors to whom you were articleed or assigned?
7. Have you, since the expiration of your articles, been engaged or concerned, and for how long a time, in any, and what profession, trade or business, other than the profession of a Solicitor?

Questions to be answered by the Master Solicitor.

1. Has A.B. served the whole term of his articles at the office where you carry on your business? And if not, state the reason?
2. Has the said A.B. at any time, during the term of his articles, been absent without your permission? And if so, state the length and occasions of such absence?
3. Has the said A.B. during the period of his articles been engaged in or concerned in any profession, trade, or business, other than his professional employment as your articleed clerk?
4. Has the said A.B. during the whole term of his clerkship, with the exception above-mentioned, been faithfully and diligently employed in your professional business of a Solicitor?
5. What has been the moral conduct, character, and habits of the said A.B. during the time he has served under his articles?
6. Do you consider the said A.B. a fit and proper person to be a Solicitor of the Supreme Court?
7. Has the said A.B. since the expiration of his articles been engaged and concerned, and for how long a time, in any, and what profession, trade, or business, other than the profession of a Solicitor?

Certificate to be signed by the Master Solicitor.

I, C.D., do hereby certify that A.B. hath duly and faithfully served his articles of clerkship (or assignment, as the case may be) bearing date the _____ day of _____ for the term therein expressed, and that he is a fit and proper person to be admitted a Solicitor.

Questions to be answered by two respectable householders to whom the articleed clerk is personally known.

1. How long have you known A.B.?
2. What, as far as came under your observation, have been his character and conduct?
3. With reference to these questions do you consider him to be a fit and proper person to be a Solicitor of the Supreme Court?

JAMES MARTIN, C.J.
PETER FAUCETT, J.
W. M. MANNING, J.

RULES FOR THE ADMISSION OF BARRISTERS.

(Under 11 Victoria No. 57 and 39 Victoria No. 32.)

New South Wales, to wit.

Friday, the 14th day of December, 1877.

WHEREAS by an Act of the Governor and Legislative Council of New South Wales, passed in the 11th year of the reign of our lady the Queen, intituled "*An Act to regulate the admission in certain cases of Barristers of the Supreme Court of New South Wales*," after reciting that it was expedient to make provision in certain cases for the admission of properly qualified persons to practice as Barristers of the Supreme Court of New South Wales, it is enacted that the Judges of the Supreme Court at Sydney, the Attorney General for the time being, and two Barristers of the Supreme Court, to be annually elected in the month of December for the year then ensuing, by the practising Barristers of the said Court, should form a Board for the approval of properly qualified persons to be Barristers of the Supreme Court of New South Wales:

And that the said Board should from time to time, as might appear to them to be expedient, make and promulgate Rules for the examination of candidates in the Ancient Classics, both Greek and Latin, in Mathematics, in Law, and in such other branches of knowledge as they should deem meet; and that the said Board might from time to time depute the examination of such candidates to such persons as they should consider competent to examine such candidates, subject to the payment of such reasonable fees to the Examiners respectively as the said Board should order to be paid by such candidates: Provided that no candidate, however qualified in other respects, should be admitted to be a Barrister of the said Supreme Court unless the said Board shall be satisfied that he is a person of good fame and character:

And whereas by an Act, passed in the thirty-ninth year of the reign of our said lady the Queen, to amend the said recited Act, it is enacted that after the passing of the said Act no candidate for admission to practice as a Barrister of the Supreme Court of New South Wales, who shall have passed two annual examinations in the University of Sydney, shall be required to pass an examination in the
Greek

Greek and Latin Classics, or in Mathematics, and that it shall not be obligatory on any candidate whatsoever for such admission who shall pass an examination in the Latin Classics and in Logic, or in the Latin Classics and the French Language and Literature, to be examined in the Greek Classics, anything in the said recited Act to the contrary notwithstanding. And that the Board constituted by the said recited Act shall, as soon as conveniently may be after the passing of the said Act, and from time to time as may appear to them expedient, make and promulgate rules for the examination of candidates for admission to the bar, in Logic and the French Language and Literature :

And whereas it is considered expedient to repeal all Rules heretofore made for the purposes aforesaid, or any of them, and to make and promulgate the Rules hereinafter contained for giving effect to the said recited Acts :

Now, therefore, we, the Honorable Sir James Martin, Chief Justice, and John Fletcher Hargrave, Esquire, Peter Faucett, Esquire, and Sir William Montagu Manning, being the present Judges of the said Supreme Court, with the Honorable William Bede Dalley, Esquire, Attorney General, and the Honorable Frederick Matthew Darley, Esquire, and William John Foster, Esquire, the Barristers elected according to the first abovementioned Act in the month of December last, do hereby repeal all Rules now subsisting under the said Acts or either of them, excepting in respect of acts and matters done or commenced to be done thereunder, and we do, in pursuance of the said Acts, make and promulgate the following Rules for the examination and admission of candidates hereafter (see rule 28) applying to be admitted Barristers of the Supreme Court, under the said Acts.

1. Every candidate hereafter applying shall give written notice to the Board, through the Attorney General, ten clear days at the least before the first day of some Term, of his intention to apply to be admitted a Barrister ; and shall at the same time transmit to him, to be submitted to the Board, written testimonials from two or more persons resident in Sydney (of whom one shall be a Barrister, or a Graduate of some University within the meaning of the Acts hereinafter mentioned), to the effect that they have been well acquainted with the candidate for twelve months and upwards, and that he is a person of good fame and character.

2. The Board shall meet at the Chief Justice's Chambers at 4 o'clock in the afternoon of the first Wednesday in that Term, or on some other day and hour named for that purpose by the Chief Justice, to consider the application of any such candidate : Provided that such meeting may be adjourned from time to time, as shall be found necessary.

3. No such candidate shall be admitted to any examination under the said Acts and these Rules until the Board shall first have been satisfied by the written testimonials submitted to it, or by such further proofs as it may deem necessary, that he is a person of good fame and character ; nor shall any such candidate after the required examinations be admitted to practice as a Barrister unless the Board shall then continue to be so satisfied.

4. In any case in which it shall be shown to the satisfaction of the Board that any such candidate is a Graduate of an University within the meaning of the Acts 20 Victoria No. 14 and 22 Victoria No. 23, or either of them, he shall be at once entitled to be admitted as a Student at Law under these Rules ; and if it be shown that he has passed two annual examinations in the University of Sydney he shall, prior to being so admitted as a Student at Law, be examined in such branches of knowledge other than the Greek and Latin Classics, and Mathematics, French, or Logic, as the Board shall have required by any rule under the authority of the first above recited Act.

5. Every other such candidate shall, before being admitted as a Student at Law, be examined in the following matters, that is to say, in the Greek and Latin Classics, and in Mathematics and History, or in the Latin Classics, Mathematics, and History, and either in Logic or in the French Language and Literature ; and any candidate applying to be examined accordingly shall be admitted to examination in the subjects selected by him within the terms of this rule ; for which purpose direction shall be given by the Board at any meeting held under the second above rule, or at some adjournment of the same.

6. The Board shall annually, on the first Wednesday in the Third Term of the Court, or on some other day to be named as aforesaid, appoint such Examiners for the several branches of examination as they may deem necessary : Provided that in default of such appointment at any time the Examiners previously appointed shall continue in office unless and until others shall have been duly appointed in their place ; and provided also that in any case of vacancy, or upon any special occasion, the Board may at any time appoint another Examiner either generally or *pro hac vice* as the case may require.

7. The said Examiners shall respectively attend in Sydney for the examination of the candidate on such day (after signification to them, by the Prothonotary, that the candidate is to be admitted to such examination), and at such place and hour as they shall appoint ; of which appointment they shall give not less than two clear days' notice to the candidate and to the Prothonotary : Provided that the said meeting shall be within fourteen days after such signification, and that the Examiners respectively shall have power to adjourn from time to time, as may be thought necessary.

8. The subjects for examination, under rule 5, shall be those specified in the Appendix hereto, marked A ; and so soon as conveniently may be after the examination has been concluded, the Examiners shall respectively transmit to the Prothonotary a certificate, to be laid before the Board, that they have duly examined the candidate on those subjects, in the manner prescribed by these rules ; and they shall report, as to each of the said subjects, whether his examination has or has not been satisfactory.

9. The standard of proficiency to be required at such examinations as last aforesaid shall be equal to that of the two annual examinations in the University of Sydney, mentioned in the second above recited Act,—so far as such standard is capable of being applied to the subjects of examination under the said Appendix A.

10. If it be certified that the candidate's examination has on any subject not been satisfactory, or if, for any reason to be allowed by the Board, he shall not have prosecuted his examination, the candidate may, upon application to the Board for that purpose, be admitted to a second examination : Provided that the fees hereinafter mentioned shall be payable in respect of each examination.

11. On the first or third Wednesday in the Term next after the receipt of any such application as last mentioned, or of any certificate from the Examiners, or on some other day named by the Chief Justice for that purpose, the Board shall meet at the Chief Justice's Chambers at four o'clock in the afternoon, or at such other hour as may be named by the Chief Justice for the purpose, to consider the same ; and shall then,

or on some day and hour of adjournment therefrom, determine on the admission or rejection of the candidate as a Student at Law, or to a second examination as aforesaid, as the case may require.

12. Every such candidate as last mentioned shall be admitted as a Student at Law when he shall (subject to the next succeeding Rule) have passed satisfactorily in all the subjects in Appendix A, in which he shall have elected or shall be required under the provisions of the second above recited Act to be examined.

13. Provided that where one paper only has been answered unsatisfactorily, the Board may in its discretion approve of the candidate, if the Examiners certify, as to any three of the other papers, that his examinations therein have been "very" satisfactory.

14. Provided also that nothing in these Rules shall prevent any person, who shall have failed in passing, notwithstanding two examinations, from applying *de novo* at any time after twelve months from the date of such failure.

15. The several examinations in law of any such candidate may be at any times within three years after he shall have been admitted as a Student at Law, upon signification by him to the Prothonotary of the Court that he is prepared for any such examination, and that he desires to proceed to the same: Provided that the Board may, if it so think fit, allow any such examination at a time later than the expiration of the said period of three years.

16. The final examination in law of any candidate shall not be permitted until he shall have been a student at law within the meaning of the preceding rules for at least one year; and during the period between the admission of a candidate as a student at law and his admission to the Bar, such candidate shall pursue no business or occupation otherwise than in the way of study and preparation for the Bar or in the nature of a literary pursuit.

17. Such examinations in law shall be by two or more practising Barristers, to be annually appointed for that purpose by the Board, as provided by rule 6: Provided that the Board may in respect of any branch of such examinations appoint also as Examiner any Professor or Lecturer of the University of Sydney who may be conversant with the subjects thereof.

18. The Examiners in law shall attend in Sydney, for the examination of any student at law, on such day after signification to them by the Prothonotary that such student desires to proceed to any such examination, and at such place and hour as they shall appoint; of which appointment two clear days notice shall be given to the student by the Examiners. Such attendance to be as soon after such signification as conveniently may be; but the Examiners shall have power to adjourn from time to time, as may be by them thought necessary.

19. The subjects for examination in law shall be those specified in the Appendix hereto, marked B; and so soon as any examination has been concluded in either of the branches therein prescribed, the Examiners shall transmit to the Prothonotary a certificate and report as to those subjects, to the effects mentioned in the 8th of these rules: Provided that the students shall be first examined in the subjects of the first branch, and shall not proceed to examination in the second branch until they shall be adjudged to have passed satisfactorily in the said first branch.

20. On the first or third Wednesday in the Term next after the receipt of any certificate from the Examiners in law, or on some other day to be named by the Chief Justice for that purpose, the Board shall meet and consider the same; and shall then, or on some day of adjournment, determine as to the sufficiency or otherwise of the student's proficiency in the subjects of the examination to which the said certificate shall relate, or on admitting the candidate to a second examination, as provided in rule 10 as to examinations under Appendix A.

21. No candidate shall be admitted to the Bar until he shall have passed in all the subjects of examination in law; provided that any candidate who shall have failed to pass, may apply *de novo* at any time after twelve months thereafter, as in cases within rule 14.

22. The examinations under either Appendix A or B shall be by printed or written questions, given to the candidate at the time of examination, and answered by him in writing, in the presence of the Examiners, or one of them; and there shall be separate examination papers on the several subjects, containing each not less than 12 nor more than 18 questions, or in respect of the classical papers, and the French language, three passages for translation, of not less than 15 nor more than 25 lines each, from the books specified, with at least 10 questions in addition, having reference to the said books, or to the construction and grammar of the passages given for translation.

23. Not more than two hours shall, in general, be allowed for answering one examination paper: Provided that the Examiners may, at their discretion, allow an additional hour.

24. The answers to each paper shall be signed by the candidate, and be forwarded by the Examiners to the Prothonotary as soon as conveniently may be, under seal, with the questions, and their certificate and report on such answers.

25. Whenever the report of the Examiners under either Appendix shall not be that the examination has been "satisfactory" as to at least four, or "very satisfactory" to at least three of the subjects for examination, the second examination, if allowed, shall extend to all the subjects of the examination; but whenever the report is "satisfactory" as to four, or "very satisfactory" as to three subjects, the second examination may be ordered to extend to the remaining subject or subjects only.

26. So soon as any candidate for the Bar shall have passed all the examinations required by these rules, the Board shall, subject to the provisions in rule 1, give directions for his admission at the Bar; and he shall be admitted and sworn in open Court, on any day following, in or out of term, by any two Judges sitting together.

27. Each Examiner shall be paid by each candidate a fee of ten guineas for his examinations respectively, including the report thereon; such fees to be paid to the Prothonotary, and certified as so paid, before the candidate shall be admitted by the Board to such examination.

28. These rules shall come into operation on and from the thirty-first day of March now next.

APPENDIX A.

Classics, Mathematics, French Language and Literature, Logic, and History.

1. *Greek*.—Translations from The Iliad, First 4 Books; The Antigone of Sophocles; Herodotus, 2nd Book; or *French Language and Literature*.—Any two of the following books to be selected by the candidate, viz.:—Moliere's (Plays); Racine's (Tragedies); Guizot's "Histoire de la Civilization d'Europe"; Pascal's "Lettres Provinciales"; Montesquieu's "Esprit des Lois"; and Fenelon's "Telemaque"; or
- Logic*.—Whateley's *Logic*, and Locke on the Human Understanding.
2. *Latin*.—Translations from Cicero de Officiis, and 1st and 2nd Orations against Cataline; The Germania of Tacitus; Odes of Horace.
3. *Geometry*.—First 4 Books of Euclid.
4. *Algebra*.—To Quadratic Equations inclusive.
5. *History*.—Hallam's Constitutional History, and Middle Ages, 5th, 6th, and 8th Chapters; Creasy on the Constitution; Stephen's Commentaries, Introduction and Concluding Chapter.

(N.B.—As to questions in addition to translations, see Rule 21.)

APPENDIX B.

Examinations in Law.

FIRST BRANCH.

1. *Roman Law*—
The Institutes of Justinian.
Maine's Ancient Law.
2. *Constitutional Law*—
Hearn's Government of England.
The Acts in force in New South Wales relating to the following subjects: Constitution, Electoral matters, Governor, Parliament, Crown Remedies and Liabilities, Municipal Corporations.
3. *International Law*—
1. The Laws of Allegiance, of Aliens, of Naturalization, of Extradition.
2. The Rights and Duties of Nations in times of Peace.
3. In times of War.
4. The Principles of Private International and Intercolonial Law.

Books—

Grotius: De Jure Belli et Pacis, Books 1, 2, and 3.
Manning's Commentaries, by Sheldon Amos.
Westlake on Private International Law.

SECOND BRANCH.

1. *Real Property*.—Williams on Real Property; Sugden's Real Property Statutes; Stephen's Commentaries, Book 2, Part I.
2. *Personal Property*.—Williams on Personal Property; Smith on Contracts.
3. *Common Law, Pleading and Evidence*.—Broom's Commentaries; Stephen on Pleading; Starkie on Evidence, Part I; and Taylor on Evidence, Part I, Part II, caps. 1 to 7, and Part III, cap. 3.
4. *Equity*.—Story's Equity Jurisprudence; Spence's Equity, 2nd Volume, chapters 1, 6, 8, and 11.
5. *General Paper*.—Stephen's Commentaries, Book 5; Broom's Maxims.

Signed { JAMES MARTIN, C.J.
P. FAUCETT.
W. M. MANNING.
WILLIAM B. DALLEY.
FREDK. M. DARLEY.
W. J. FOSTER.

1877-8.

NEW SOUTH WALES.

DISTRICT COURTS ACT OF 1858.

(ORDER IN COUNCIL—ALTERATION IN SCALE OF FEES.)

Presented to Parliament, pursuant to Act 22 Vict. No. 18, sec. 42.

ORDER IN COUNCIL.

At Government House, Sydney, 18th March, 1878.

PRESENT :—

His Excellency the Governor,
 The Honorable the Colonial Secretary,
 The Honorable the Colonial Treasurer,
 The Honorable the Secretary for Lands,
 The Honorable the Secretary for Works,
 The Honorable the Minister of Justice and Public Instruction, and
 The Honorable the Postmaster General.

WHEREAS by an Act passed by the Parliament of New South Wales in the 22nd year of the reign of Her present Majesty, and intituled "*An Act for establishing District Courts and for enabling the Judges thereof to act as Chairmen of Quarter Sessions,*" it was enacted by the 42nd clause thereof, that it should be lawful for His Excellency the Governor, with the advice of the Executive Council, from time to time to alter the scale of Fees mentioned in the Schedule to the said Act in any particular: Provided that no such alteration "shall come into operation until the expiration of one month after the same shall have been notified to both Houses of the Parliament of the Colony, and that no such alteration shall take effect if within such period either House of Parliament shall by an address to the Governor signify its dissent therefrom": And whereas it appears to the Governor and Executive Council to be expedient and necessary to alter the said scale of Fees, and more particularly to alter and amend in certain particulars the scale of Fees laid before Parliament on or about the 14th and 15th of February, 1871: Now therefore His Excellency the Governor, by and with the advice of the Executive Council, doth by this present order authorize and direct the following altered scale of Fees, that is to say :—

SCHEDULE—BAILIFF'S FEES.

	£	s.	d.
For attaching any land	0	8	0
For making levy upon goods where the sum levied for shall not exceed £20.....	0	6	0
For making levy upon goods where the sum levied for shall exceed £20; the like sum for the first £20, and for every £1 over that sum	0	0	6
For keeping possession under an execution against lands or goods, each day	0	8	0
For executing every writ against the person	0	8	0
For executing every warrant to deliver, or writ to have possession	0	8	0
For mileage in the execution of any writ or warrant, where the same shall be executed not more than 2 miles from the Court House (both going and coming).....	0	1	0
For such mileage where the writ or warrant shall be executed beyond such distance of 2 miles, for every such mile beyond (both going and coming)	0	1	0

ALEX. C. BUDGE,
 Clerk of the Council.

1877-8.

NEW SOUTH WALES.

POLICE DEPARTMENT.

(REPORT FOR 1877.)

Presented to Parliament by Command.

The Inspector General of Police to The Principal Under Secretary.

Sir, Police Department, Inspector General's Office, Sydney, 29 January, 1878.

In accordance with the Police Regulations (clause 43), and in compliance with the Colonial Secretary's instructions conveyed in your circular letter of the 9th July, 1873, No. 71, I have the honor to submit this my Annual Report of the working of this Department during the past year (1877).

The strength and distribution of the Police Force will be found in the tabulated statement A hereto annexed, in the form usually laid before Parliament.

The number of vacancies which have occurred in the Force during the year has been larger than any previous year, attributable probably to the greater attractions of other employment; many of the men who resigned having alleged as a reason for their doing so that they could procure better paid employment, and that the wages in the Police Service were inadequate for their support. This I trust will be remedied to some extent by granting a small lodging allowance to men unprovided with quarters (as recommended in my letter of the 21st August last, No. 77,867), and also by increasing the rate of travelling allowance from 3s. to 4s. per diem, as already approved, subject to the necessary vote being passed by Parliament.

The detail of vacancies is as follows:—

Resignations	90
Discharges	24
Dismissals	43
Deaths	9
Superannuations	6
Total	<u>172</u>

Three Police Pensioners have also died during the year.

The following new Police Stations have been formed:—

DISTRICT.	STATION.
Metropolitan	Stanmore.
Southern	Pudman's Creek.
"	Candelo.
Eastern	Moss Vale.
"	Gerringong.
Western	Louth.
North-eastern	Howe's Valley.
"	Gladstone.
"	Camden Haven.
North-western	Quirindi.
"	Warrah.

Several other new Stations have also been approved and are in progress of establishment, but retarded by the difficulty in having the necessary buildings erected, and in providing other requisites, owing to the adverse season.

A new Police District, which has been designated the Namoi District, comprising the undermentioned Police Stations, has been formed for Departmental purposes, and placed in charge of Inspector Charles Sanderson, with head quarters at Narrabri:—

Narrabri.	Goodooga.	Bingera.
Boggabri.	Yetman.	Baradine.
Wee Waa.	Meroe.	Mogil Mogil.
Pilliga.	Moree.	Tambar Springs, and
Walgett.	Warialda.	Coonabarabran.

Numerous applications for Police protection in the interior have been received, the consideration of which stand over until the Estimates for the current year have been passed.

DEPÔT, BELMORE BARRACKS.	MOUNTED.								FOOT.			
	Sergeant-major and Drill Instructor.	Super-intendents.	Inspectors.	Sub-Inspectors.	Senior Sergeants.	Sergeants.	Senior Constables.	Constables.	Senior Sergeants.	Sergeants.	Senior Constables.	Constables.
Constables in course of instruction, under orders for transfers, &c., &c. . . }	1	..	..	..	1	..	3	24	1	..	..	23
On Sick Leave .....	..	..	..	..	..	..	..	1	..	..	..	..
Gold Escort Conductor....	..	..	..	..	2	..	..	..	..	..	..	..
Orderlies to His Excellency the Governor .. }	..	..	..	..	1	..	..	3	..	..	..	..
TOTAL	1	8	3	20	18	27	110	285	22	22	51	427

Police Department,
Inspector General's Office,
Sydney, January, 1878.

EDMUND FOSBERY,
Inspector General of Police.

1877-8.

NEW SOUTH WALES.

POLICE REGULATION ACT OF 1862.

(RULES ESTABLISHED UNDER.)

Presented to Parliament by Command.

Colonial Secretary's Office,
Sydney, 25 January, 1878.

His Excellency the Governor, with the advice of the Executive Council, has been pleased to establish, under the Police Regulation Act of 1862, the following Rules for the general government and discipline of the Members of the Police Force, in lieu of the Rules published in the Supplementary Government Gazette of 26th October, 1864.

MICHAEL FITZPATRICK.

DISTRIBUTION.

1. For Police purposes the Colony will be divided into Districts.
2. The Police will be distributed at Stations throughout the Districts as authorized.
3. The Officer in charge of a Police District, as well as every Member of the Force appointed to any Division or Station, will be held specially responsible for the peace, good order, and security of such portion thereof as may be committed to his charge, as well as for the general performance of other Police duties.
4. The Depôt or Head Quarters of the Police will be in Sydney, under the immediate supervision of the Inspector General.
5. The Police Force will be divided into the following grades, viz. :—

	Inspector General.
Officers	{ Superintendents.
	{ Inspectors.
	{ Sub-Inspectors.
	{ Sergeants.
	Constables.
6. The Police will also be divided into Mounted, Foot, Detectives, and Water Police.

GENERAL RULES.

7. Applications for enrolment in the Police are to be made to the Inspector General, in writing.
8. The engagement of every Member of the Force will be for one year, and thereafter until legally discharged.
9. Three months' notice will be required from any Member of the Force who wishes to leave the Service.
10. Every Member of the Force will be required to devote his whole time and energies to the Service, and will be held responsible for obedience to all lawful orders and conformity to all regulations.
11. Every Member of the Force will be presumed to know his duty in every case, and in the absence of orders or instructions will be held responsible for the due performance thereof, and in case of failure or neglect will be liable to punishment or dismissal.
12. Members of the Police Force should endeavour to make themselves well acquainted with the statute law and all Acts passed by the Legislature from time to time affecting the duties of the Police in any way. They should also make themselves acquainted with Municipal By-laws, and enforce them as far as lies in their power.
13. The attention of the Police will be specially directed, in the first instance, to the prevention of crime; but whenever there is any reason to believe crime has been committed, its detection, and the apprehension or punishment of the perpetrators, and their accomplices or agents, will, as a matter of course, be the duty of every Member of the Force, wherever stationed, or in whatever rank or position.

14. Every Member of the Force will co-operate with and afford all assistance in his power to other Members of the Force, and other Officers in the Public Service.

15. Members of the Force will be liable to dismissal for disobedience, neglect, or omission of duty, incompetency, disrespect to any person in authority, insolent or indecorous behaviour, or any misconduct punishable by law, in addition to such other legal penalty as may be incurred thereby.

16. With reference to religious observances, it is expected that the Officers will do all they can to facilitate the attendance of the men under their command at the places of worship to which they respectively belong, and that particular attention shall be paid to the proper observance of the Sabbath day.

17. Every Member of the Force will obey the orders of any single Magistrate or Bench of Magistrates.

18. The Police will constantly report to the nearest Police Magistrate, or Bench of Magistrates, the results of the issue of summonses or warrants, and the steps taken from time to time for the purpose of giving effect to Magisterial proceedings.

19. Members of the Force, when they have cases to bring before the Bench, will be instructed by their superior Officers how to obtain evidence, so as to present the necessary particulars to the Magistrates as clearly and intelligibly as possible. Officers will also frequently attend the Police Court, to see that their instructions are carried into effect.

20. When prisoners are remanded from one Bench of Magistrates to another, full particulars of the case, the reasons why the prisoner has been remanded, with any other information capable of being furnished, will be forwarded to the Member of the Force in charge of the Station to which the prisoner is remanded.

21. When Members of the Force are subpoenaed as witnesses in civil cases, the parties who subpoena them will be liable for their expenses.

22. Any Member of the Force who may arrest an offender committed for trial at Assizes or Quarter Sessions will be considered a witness in the case, whether summoned or not.

23. Every Member of the Force will studiously observe neutrality in political matters.

24. No Member of the Force will be permitted to derive any pecuniary profit or advantage from any public contract, or from any purchase made by himself or others on behalf of the Government.

25. Every Member of the Force will avoid placing himself under pecuniary obligations to any person whatsoever.

26. No Sergeant or Constable will be permitted to marry without leave.

27. No Member of the Force will be allowed to engage in any trade or business.

28. No Member of the Force will, upon any occasion, or under any pretence whatever, accept any money, gift, or address from any person, without the express permission of the Inspector General.

29. No Member of the Force will leave his District, Station, or Division without permission, unless in the necessary course and performance of Police duties.

30. In the absence of any Member of the Force from his District or Station, his duties and responsibilities will specially devolve upon the Member of the Force next in rank.

31. Members of the Force, on their arrival in Sydney, whether on duty or leave of absence, will report themselves at the Depôt. Officers will report themselves at the Inspector General's Office.

32. Every Member of the Force will endeavour, by every lawful means in his power, to make himself acquainted with the local features and peculiarities of the District or Division where he may be stationed, and with the names and characters of the inhabitants thereof.

33. Every Member of the Force will make the arrival of suspicious characters, or the occurrence of extraordinary circumstances within his District or Division, in so far as they have come under his cognizance, the subject of special report to his superior Officer.

34. Should any epidemic of infectious or contagious disease break out in any locality, full particulars should be promptly reported to the Inspector General direct, and also to the District Superintendent.

35. Members of the Force in charge of Stations will be careful that Police duties are always impartially divided among the men.

36. Every Member of the Force in charge of a Station will be specially responsible for the conduct, appearance, and discipline of the Constables under him, and for the state of the arms, ammunition, accoutrements, and other public property committed to his charge.

37. Every Member of the Force in charge of a Station will keep a roster of the duties performed by himself and the Constables under him, and will report without delay any instance of irregularity, neglect of duty, or breach of discipline.

38. Half-pay only will be allowed to Members of the Force when attended by the Police Surgeon. When in Hospital the charge for accommodation and treatment will be deducted from the man's pay. If suffering from the effects of their own misconduct no pay will be allowed. In ordinary cases of sickness in the country, Members of the Force will have to provide themselves with medical attendance and medicines; but in cases where illness has been occasioned by injuries or otherwise in the execution of duty, a special report of the circumstances is to be made to the Inspector General. When any Member of the Force has been on the sick list for more than twenty-eight consecutive days, or more than four times during twelve months, a report must be made to the Inspector General.

39. Any Member of the Force suspended from duty, although not performing any Police duty, will remain within the limits of the Station to which he belongs, unless under orders to the contrary, and will not be entitled to salary for the time he remains suspended, unless by special authority from the Inspector General.

40. In addition to special rewards to which Members of the Force may be entitled, under the authority of the Government, from the Police Reward Fund, for bravery or other meritorious conduct displayed in the performance of duty, whatever sums may be from time to time offered, whether by the Government or private individuals, for the apprehension of notorious offenders, the recovery of lost property, &c., &c., will be equally open to all subordinate Members of the Force, as well as to persons who have given information or assistance, and will be divided among the various claimants, in proportion to the relative value of their respective services; but no Officer of Police, unless by special authority, will participate in any reward, whatever part he may have taken, or however instrumental he may have been in effecting the object for which it was offered.

41. All Members of the Police Force (Officers and men) are to salute His Excellency the Governor, Members of the Executive Council, and Judges of the Supreme Court. Police Officers will also salute Officers of the Force superior to them in rank. Sergeants and Constables are to salute all Officers of the Force; also Commissioned Officers of the Army and Navy, and the Commandant of Volunteers, when in uniform; also District Court Judges, Police Magistrates, and Justices of the Peace, when meeting them at their Courts, or seeing them upon official business.

OFFICERS.

42. The Inspector General of Police will be held specially responsible for the peace and good order of, and for the security of life and property throughout the Colony, and in general for the discipline, obedience, and organization of the Police.

43. The Inspector General will furnish the Government with periodical reports of the general state of the Police Force, its numerical strength, distribution, and general efficiency, the increase or diminution of crime, the formation of new Stations, and such other information as may be necessary.

44. Superintendents and Officers in charge of Districts will, as far as lies in their power, act in accordance with the wishes of the Benches of Magistrates, for which purpose they will frequently communicate personally with the Magistrates, to ascertain whether their lawful orders are duly carried out by the Members of the Force, and whether they are active, diligent, and efficient in the prevention of crime or the pursuit of criminals, and orderly, respectful, and steady in their conduct.

45. Every Superintendent or Officer of Police in charge of a District will use his own discretion in regard to accompanying the Police under him in the pursuit of offenders, and in the performance of other Police duties requiring change of place. His most important duties will be those of superintendence and inspection, and in general it will be sufficient for him to enforce obedience to orders issued by himself or by any lawful authority.

46. No Officer of Police in the Commission of the Peace will act judicially unless in concert with one or more of the local Magistrates, and then only in case of emergency, where his assistance may be urgently required, nor will any such Officer act as a Magistrate in any case wherein a Member of the Police has any direct interest, or is one of the parties.

47. Every Officer of Police will take such opportunities of drilling the Police under his charge as do not interfere with their Police duties, also exercising them in the use of fire-arms.

48. Every Police Officer will pay strict and constant attention to economy, and whenever he sees any means of reducing the expense and promoting the utility of the Force in the locality within his charge, will communicate his views to the Head of his Department.

49. On the receipt of an order for the discharge or dismissal of any Member of the Force, the Officer in charge will order the party into Head Quarters, taking care that all his arms, accoutrements, &c., are returned in good condition, and will arrange payment of such salary as may be due.

SERGEANTS AND CONSTABLES.

50. Every Member of the Force below the rank of Sub-Inspector will, in each District or Sub-District, be distinguished by a letter and number; the letter indicating the particular District, and the number the man wearing it.

51. Any Constable who habitually quarrels with his comrades will be liable to punishment or dismissal.

52. Every Constable will report to a Sergeant or superior Officer any circumstances which, however remotely, may appear to affect the public peace or safety, or the character of the Force.

53. No Constable will leave his Station while on duty, unless in case of great emergency; nor will he enter any house except in the execution of his duty.

54. On no pretence will any Member of the Force frequent public-houses, except in the execution of his duty; nor will he accept drink from any person when on duty or in uniform.

55. If a Constable observe anything likely to produce danger or public inconvenience, or to affect the public health, or anything which seems to him irregular and offensive, he will either cause its removal or report it to his superior Officer.

56. A Constable will not, when on duty, enter into conversation with any person whatever, except on matters relative to his duty; but will immediately give his name and number if asked.

57. Members of the Force are to treat all persons with civility. Any questions asked are to be answered to the best of the Constable's knowledge; and, as far as consistent with his duty, he should be ready at all times to oblige.

PROMOTIONS.

58. No Constable will be promoted who cannot frame and write a report with facility, and keep accounts correctly.

59. All vacancies in the rank above that of Constable will, as far as practicable, be filled up by promotion from the next inferior rank. Every inducement is thus held out for men of a good class to enter the Force, and to exert themselves while in it, for by zealously and efficiently performing their duties to the public they are consulting their own interests.

60. At the same time, it must be understood that seniority, length of service, and good conduct, are not the only recommendations for promotion; they will always have due weight, but efficiency and adaptation for the particular vacancy will be the principal considerations. Hence those desirous of promotion must endeavour to merit it by a zealous attention to their duties, and the favourable report of their immediate superior Officer will be an indispensable requisite for advancement.

61. Applications for promotion must be made through the proper official channel only. Members of the Force seeking by influence to obtain promotion or other advantages in the Service are warned that such interference on their behalf will militate against the end they have in view, and render them liable to severe punishment.

COMPLAINTS, MISCONDUCT, PUNISHMENTS.

62. In every case of neglect, or failure of duty by a subordinate, the Officer responsible will deal with the matter according to law or regulation, or at his discretion, as may be requisite, making a record of every important occurrence of the kind, and reporting the same with as little delay as possible to the Inspector General.

63. No Officer will inflict on any Member of the Force, above the rank of Ordinary Constable, any punishment greater than a reprimand, but in cases which require a more severe punishment, will await the decision of the Inspector General.

64. An Officer in charge of a District may inflict a fine not exceeding Three Pounds.

65. Any other Officer may inflict a fine not exceeding One Pound.

66. All punishments, however, awarded by subordinate Officers, will be subject to the approval of the Inspector General.

67. Cases of breach of Police discipline or regulations, insubordination, or disputes between Members of the Force, will be dealt with by an Officer of Police. Offences against the public, or where Magistrates have clear jurisdiction, will be always submitted to a local Magistrate or Bench of Magistrates unconnected with the Force.

68. On a Constable's misconducting himself, the particulars of the case, with his name, description, &c., will be entered in a "Defaulter's Sheet," which will accompany him should he be transferred to any other District. On a Constable who has never misconducted himself being transferred, a "Defaulter's Sheet," containing his name and description only, will be forwarded with him.

69. On the discharge or dismissal of any man from the Force, his "Defaulter's Sheet" will be forwarded to the Office of the Inspector General, to be there filed for reference; and on the application, written or personal, of any one who has been discharged, a printed certificate of character will be made out, in accordance with his sheet, signed by the Inspector General, and furnished to him. No other certificates of character or service will be given to parties leaving the Force, and none to those who have been dismissed, or who have served less than twelve months.

70. Every Officer in charge of a District will report, in writing, as early as possible, any complaint by or against any Member of the Force, which it has been considered necessary to refer to a Bench of Magistrates for adjudication, and will also, if necessary, suspend the individual against whom a complaint has been made, awaiting the decision of the Inspector General, but in no case will he dismiss or discharge any Member of the Force without due authority.

71. Appeal may be made by any Member of the Police against the order or decision of an Officer; but if the objection prove frivolous the person appealing will be liable to punishment.

72. Every complaint will be made, in the first instance, to the Superintendent, who, if necessary, will forward it to the Inspector General. If from a Member of the Force in a Sub-District, the complaint then to be submitted through the Officer in charge of such Sub-District to the Superintendent.

73. In forwarding complaints, Officers will accompany them by such statements as they may consider necessary, having reference to such complaint.

74. Members of the Force may at any time make any representation they please to the Inspector General, provided the complaint be in writing, respectfully worded, and forwarded through the regular channel.

75. Any Member of the Force believing he has grounds for complaint, must report the circumstances of the case to his superior Officer at once, for if he broods over and delays making his statement his motives will be judged of by such delay. As a general rule, any Petition signed by numbers or combinations for any purpose will subject the parties to punishment or dismissal.

CORRESPONDENCE, REPORTS, RETURNS, RECORDS.

76. All communications from Officers in charge of Districts intended to be brought under the notice of the Government or the Head of any Department, will be made through the Inspector General.

77. Every Officer of Police in charge of a District will report his movements and proceedings from time to time, and if compelled to leave his District or Station, upon necessary duty, will not fail to inform the Inspector General of the same.

78. All special or extraordinary acts or proceedings, or instances of the unusual exercise of authority, in cases of emergency, will require to be specially reported with as little delay as possible.

79. On offences being committed, a report of the case, on the printed form of criminal offence report, will be promptly transmitted to the Inspector General, the District Head Quarters, and any Police Stations on the route supposed to be taken by the offenders, or where the co-operation of the Force is necessary.

80. When offenders are apprehended, or further information respecting suspected parties or cases is obtained, a report of the same should be made in similar manner.

81. From these reports the *Police Gazette* will be compiled each week in the Detective Office, containing particulars of offences committed, warrants issued, descriptions of stolen horses and cattle, and all other matter of Police interest. A copy of the *Gazette* will be sent to every Station in the Colony.

82. Merely local and petty cases need not be reported in the manner pointed out; but it is of the utmost importance that the information given in the reports should be accurate in every particular, and that the description of the offenders should be as clear and minute as obtainable.

83. Intelligence of importance, relating to serious offences committed, involving public peace or order, or the safety of life or property, will, when practicable, be communicated by Electric Telegraph.

84. All correspondence and reports will be expressed in clear and concise terms, and written in a neat and legible hand on foolscap paper, with one-third margin.

85. Reports from subordinate Members of the Force should be drawn up in the third person, according to the following form:—

Constable (or Sergeant, &c., as the case may be)	No. reports
--	-------------

18 .

86. In forwarding returns they will not require to be accompanied by any communication, unless it may be necessary to give some explanation or information respecting them.

87. In referring to communications previously received from Head Quarters, not only the date of such communications, but also the numbers and letters which they may have borne (if any) will require to be specified; and when any communication is forwarded with a minute, the party receiving it will, after noting and attending to it, return it without delay to the person by whom it is forwarded.

88. On the transference, retirement, or removal from the Service, of any Officer, all public records, books (including files of the *Police Gazette*), or other documents the property of the public, in that Officer's possession, will be handed over to his successor after careful examination.

89. Every Officer of Police will be held responsible for a careful scrutiny of all statements, reports, returns, accounts, and vouchers connected with the Force under him, which will be supported and authenticated by his certificate of correctness.

90. Officers of Police in charge of Districts will furnish to the Inspector General, on the 1st of each month, a General Monthly Report of their proceedings, the state of the District, crime, &c., &c.

91. The following books will be kept at the Head Quarters of every Police District:—

General Order Book, to contain copies of all general orders that may, from time to time, be received from the Inspector General's Office.	Registry of Horses.
District Order Book, to contain copies of all other orders.	Miscellaneous Property Book.
Letter and Minute Book.	Store Book.
Warrant and Summons Book.	Occurrence Book.
	Pay Register.
	Account Register.
	Criminals' Photograph Register and Blackbook.

The following books will be kept at Police Stations:—

Order Book, into which all orders received from the Inspector General or Superintendent are to be copied.

Occurrence Book, to contain reports of patrols and other duties, of crimes committed, accidents, apprehensions, &c., and in which any Officer senior to one in charge will enter his name, with a remark as to the state in which he finds the Station when visiting it.

Forage Book, Warrant and Summons Book, Postage Account.

and the following Returns furnished:—

Weekly Duty Return compiled from the Occurrence Book.

Weekly Forage Return.

92. Photographs of all prisoners convicted of serious offences will be furnished to each Head Quarters of a District, copies of which can be obtained at any time from the Inspector General's Office for circulation to aid in the detection of criminals.

93. Every Member of the Force in charge of a Station will keep a correct registry of all furniture and other Government property under his charge; and in the event of being transferred to another Station, will obtain a receipt for the same from the Officer relieving him.

94. Letters and reports from any District, for transmission to the Inspector General's Office, will be forwarded through the Officer in charge of the District, except in case of any outrage, serious breach of the peace, or matter of an urgent nature, which the Officer in charge of a Station or Division will report direct to the Inspector General.

95. Superintendents and Officers in charge of Districts will be allowed the services of a Member of the Force as a Clerk, who should understand that his position is of a strictly confidential nature. Other Officers and Members of the Force will make out their reports in their own handwriting.

CONVEYANCE OF LETTERS AND DESPATCHES.

96. When it is absolutely necessary to send a letter or other document from one part of the country to another by despatch, it will be sent by a Mounted Constable to the next Police Station, to be handed over to the Officer in charge there, when the Constable will return to the Station from which he started; and the Officer to whom the letter was delivered will, in like manner, forward it to the next Station, and it will thus be forwarded to its destination without any Constable being taken further than from his own Station to the next.

97. When a despatch is forwarded from Station to Station, it will be accompanied by written instructions, called a "Route," which will specify the time of starting, the rate per mile at which the despatch will travel, and whether it will be conveyed by night. The time of arrival and departure of such despatch from each Station will be entered in the "Route" by the Officer in charge of the Station, who will also make such remarks as he may consider advisable as to the condition in which the man and horse arrived. This "Route" will be carefully preserved, in case of its being necessary to refer thereto.

98. No Officer will forward a despatch by means of a Mounted Constable, unless in a case so urgent as to require a more speedy delivery than could otherwise be obtained; and every such despatch will be endorsed "Urgent," and have the name of the writer written on its cover; and every Officer so forwarding a despatch will be held responsible for sufficient cause to justify his having done so. If the line of Stations be not specified, the Officer in charge of each Station where the despatch arrives will use his discretion in forwarding it by the best possible line of road.

99. Weekly Reports, Returns, &c., when not sent by post, will for the most part be forwarded to Head Quarters by the usual patrols, and not by special messengers.

UNIFORM CLOTHING.

100. Officers will dress alike, each however having a distinguishing mark of rank. They will provide their own uniform, which will be as follows, and made according to Regulation patterns:—

Blue cloth cap, with patent leather peak and black lace band.	White trousers for summer.
Oilskin cover for cap for winter, and white covers for summer.	Cord pantaloons.
Blue cloth single-breasted frock coat.	Blue cloth or serge jumper.
Blue cloth single-breasted waistcoat.	White cotton or buckskin gloves.
Blue cloth trousers, with black lace stripe down the sides.	Wellington and Napoleon boots.
	Bush and other spurs.

101. Officers will not appear out of uniform, unless on leave of absence, or when ordered on special duty in which other clothing may be necessary.

102. Every Mounted Officer will, in addition to his uniform, supply himself with a saddle, bridle complete, head collar and strap, breast-plate, crupper, belts, &c., in accordance with the patterns at Head Quarters.

103. Members of the Force will be supplied with the following uniform :—

Helmet with oilskin cover, or cap, with covers.	Cord pantaloons (mounted).
Blue cloth dress coat, with uniform buttons.	Loose undress coat, cloth or serge.
Overcoat (foot), or cloak (mounted).	Wellington boots.
Waterproof cape.	Napoleon ditto.
Blue cloth trousers (foot).	

104. Every Constable will provide himself with a box, according to the regulated pattern, a pair of sheets, blacking-brushes, and a sufficient supply of under-clothing. The Sergeants will be held responsible that the under-clothing is changed sufficiently often for cleanliness. Clean straw for filling the bed-ticks and pillow-cases will be supplied by the Government once per quarter.

105. The regulation box is the only baggage which will be conveyed for Sergeants and Constables, from one Station to another, at the expense of the Government.

106. The uniform of Sergeants, whether mounted or foot, will be precisely the same as that of Constables, with the addition of Crown or stripes on the right arm, according to the grade of the wearer.

107. The uniform supplied to Constables of the Water Police will consist of—

Straw hat with badge.	Oilskin coat.
Sou'wester.	One pair blue cloth trousers for winter, and two pairs white duck trousers for summer.
White shirt with blue trimmings.	One pair boots and one pair shoes.
Flannel shirt with blue trimmings.	
Blue cloth pea jacket with uniform buttons.	

ARMS, AMMUNITION, APPOINTMENTS, &c.

108. Every Member of the Force below the rank of Sub-Inspector will be furnished, at the expense of the Government, with the arms, ammunition, appointments, &c., named in one of the following lists, according as he may be attached to the Mounted or Foot Police :—

Mounted Police Appointments.

Regulation saddle and bridle, complete.	Revolver, case, and belt.
Carbine, bucket, and strap.	Pouch belt.
Regulation head collar.	Swivel.
Halter, log, and chain.	Handcuffs.
Sword.	Number and letter.

Foot Police Appointments.

Rifle.	Pouch belt.
Bayonet and sheath.	Waist belt and frog.
Baton.	Whistle.
Handcuffs.	Number and letter.

109. Every Member of the Force, on being supplied with such articles as may be deemed advisable, will be required to sign a certificate containing a list of the same, specifying the date of issue, the condition when issued, together with any other remarks which may be necessary; and such certificate will be countersigned by the Officer issuing the articles, retained by the party supplied, and produced at all inspections.

110. Any Member of the Force losing or defacing a certificate will be charged 1s. for a new one, and will be presumed to have been provided with every article mentioned in it.

111. Any Member of the Force leaving the Service, and taking with him any of the articles supplied him by the Government, will be prosecuted for felony.

112. In case of any articles supplied by the Government being lost or damaged through intention or neglect, the cost of the articles lost, or the damage, will be charged against the individual to whom they were supplied, in proportion to their original cost.

113. When any Sergeant or Constable receives his discharge, or is dismissed from the Police Force, the Officer in charge of the District will see that his arms, accoutrements, or any other Government property in his possession, are returned to store in a clean and proper state, and not used till his successor is appointed. On the back of his parchment certificate it should be stated in what condition the arms, &c., issued to him were returned; his certificate should be then forwarded to Head Quarters, whence a new one will be supplied for his successor.

114. Every Constable will be supplied with twenty rounds of ammunition; and in the event of the quantity being unaccounted for at any time, the amount of 6d. for every missing cartridge will be deducted from his pay; and in applying for more, it will require to be stated in writing how and when what had been previously issued was expended.

115. A certain number of handcuffs will be supplied to every Watch-house-keeper, and twelve pairs to every Officer in charge of a District.

116. No Constable will load or discharge his firearms unless ordered to do so by his superior Officer, or in case of emergency.

117. Every Mounted Constable will be held strictly responsible for the state of the saddlery in his charge; and any breakages or damage done to any article supplied by the Government, unless satisfactorily accounted for, will be repaired at his expense.

LEAVE OF ABSENCE.

118. An Officer applying for leave of absence will submit the name of the Member of the Force who will act for him, and such Member of the Force will be held responsible for the correct discharge of that Officer's duties during his absence.

119. Leave of absence granted to an Officer of the Force will not be extended, except in cases of urgent necessity, which must be clearly shown by the Officer applying. In the event of illness being the plea for an extension of leave, a medical certificate must accompany the application.

120. Sergeants and Constables will be allowed leave of absence according to the following scale :—

For any period not exceeding fourteen days, on full pay; above fourteen, and not exceeding twenty-one days, on half pay; and for any period exceeding twenty-one days, without pay.

121. Officers in charge of Districts may occasionally grant leave of absence for periods not exceeding seven days, but not beyond the boundary of their respective Districts. They will give to the party obtaining leave a certificate of the fact, on one of the printed forms supplied for the purpose, preserving the counterfoil for reference.

122. Applications for leave of absence for more than seven days must, in every case, be submitted for the approval of the Inspector General.

123. Members of the Force obtaining leave will not take with them any part of their arms or appointments, or any Government horse, and will report themselves to the Senior Officer of the Force at or near whose Station they may be residing while on leave.

124. In every application for leave of absence, it must be stated at what periods, and for what length of time, the applicant had previously obtained leave of absence.

125. Members of the Force when on leave will be subject to every order, rule, and regulation of the Force, and will be liable to be called on to act, and to the consequences of any breach of discipline or good order, as if they were serving at their proper Stations.

126. All Members of the Force, whether Officers or otherwise, will report all cases of misconduct on the part of men on leave of absence, whether such misconduct may have been witnessed by them or reported to them by others.

REQUISITIONS.

127. Requisitions for Stores, Stationery, &c., will be forwarded to the Inspector General.

128. In every case, requisitions will be signed by the Officer or Sergeant in charge of the Station where the supplies are required, and countersigned by the Officer in charge of the District; and no requisition whatever will be attended to, unless it contains particulars of former supply, how disposed of, and the quantity and condition of stock on hand. Stores such as utensils for cooking and domestic use are not provided by Government for the private use of families of the Members of the Police Force.

129. For the purpose of providing for the supply of forage to Mounted Constables at a distance from any Police Station, or procuring conveyance for Constables or prisoners, and other services of the kind, a Requisition Book will be given to each Member of the Force in charge of a Station, who, in case of any supplies or services of this nature being required, will fill up one of the forms and give it to the party making the supply or performing the service, stating on the back of the requisition the amount of the charge.

130. On a requisition so completed being presented, attached to the Government form of account, and duly certified, payment will be made; but should it appear that a requisition has been given for any supply that was not required for the Public Service, or for any supplies for Constables, such as meals, beds, &c., which should be borne by the usual sum allowed them as night allowance, the requisition will be disallowed.

131. In making these requisitions, full particulars will be entered in the counterfoil of the book, which will be carefully preserved for reference, a note being made therein when the account is rendered for payment.

BARRACKS, STABLES, &c.

132. Every Officer in charge of Police will be held responsible for the good repair of all buildings and premises occupied by the Department and under his charge, and no alteration or addition must be made to any Government building, nor must any building be erected on a reserve without special authority.

133. All damages are to be promptly reported to the proper Officer; and when occurring through carelessness or negligence, the party in charge at the time will be responsible, unless it can be shown through whose carelessness or negligence the damage has occurred. No nails must be driven into the walls of any building.

134. A list of all articles the property of the Government will be hung up in each room, and the Officer, Sergeant, or Constable in charge of the Station, will be held responsible for the articles mentioned therein; and in the event of such Officer, Sergeant, or Constable being removed, the party relieving him will take care that the articles correspond with the list, and are in such condition as stated in the list; if not, the circumstance will be reported to the Superintendent of the District.

135. If a Member of the Force report himself, from illness, unfit for parade or duty, the Officer in charge will note the circumstance in his Occurrence Book.

136. An immediate report will be made of any man who absents himself from any parade or duty (unless in case of illness), or from quarters at night.

137. No man will leave his barrack without acquainting the Sergeant or Constable on duty where he is to be found, or go from his Station any greater distance than a quarter of a mile, without permission, or absent himself under such authority for more than two hours at a time.

138. Except when on duty, no greater number than one-half the Force at a Station will leave their quarters or the immediate vicinity.

139. No poultry, cows, horses, or other animals, shall be kept by the Police without permission.

140. The Police will keep every part of their barrack, its approaches, passages, and yards, clean and in good order.

141. The windows of Police buildings will be kept clean, opened whenever the weather will admit, and instantly repaired whenever required, at the cost of the Member of the Force chargeable with the damage.

142. If an Officer on inspection find any article of bedding requiring to be washed, he will order it to be washed at the expense of the person using it.

143. The following rules in regard to hours will, where practicable, be observed at all Police Stations in the Colony. All Constables, with the exception of those who have been employed on night duty, will rise in the morning not later than half-past five in the summer and half-past six in the winter, and they will dress and have their bedding neatly folded during the next half-hour, and the rooms swept and set in order immediately afterwards.

144. The hours for breakfast will be eight in the summer and half-past eight in the winter; for dinner half-past one in the summer, and one in the winter; and for tea or supper, half-past six in the summer, and six in the winter. At half-past nine such men as have not leave or are not on duty will go to bed, and all lights and fires, except such as are authorized to be kept up during the night, will be extinguished by ten o'clock.

145. The Mounted Constables will attend morning stable parade at six in the summer and seven in the winter.

146. After stable parade, horses will be taken to water; and on returning, should be properly groomed, and receive the regulated allowance of food; this, when water is in the neighbourhood, will not occupy more than one hour. At noon such horses as may not be on duty will be again watered and fed. The hours for evening stables will be half-past four in winter and five in summer, when the horses will be taken to water, and on returning be properly cleaned, fed, and bedded down for the night; every man's saddle and bridle being properly cleaned and carefully placed on the saddle-rack.

147. When an Officer is at a Station, he will attend stable parade, to see that the men groom their horses properly.

148. Regularity of hours will always be observed when it does not interfere with the performance of Police duties.

149. During summer no fire will be allowed in any of the apartments except the cook-house or kitchen.

150. Whenever possible, the Police will supply themselves with wood and water, but otherwise the Officer in charge will make the most advantageous arrangement in his power, having due regard to economy, unless where contracts exist.

151. Relatives of Members of the Force, but more particularly discharged Constables or other persons not connected with the establishment, will not be allowed to sleep in barracks, and no person, except on public business, will be allowed to frequent Police premises.

152. Any person who has been dismissed from the Force will not be allowed to enter Police quarters on any excuse whatsoever; nor will any Member of the Force associate with such person, if the offence for which he was dismissed was of a disgraceful nature.

153. Smoking in the sleeping-rooms of the barracks, and card-playing and every other species of gambling, will not be permitted. Members of the Force in uniform, whether on duty or not, are prohibited from smoking in the streets of towns, or in public places.

154. Officers in charge of Districts will pay particular attention to the establishment of messes, and take all necessary steps for forming and adapting them to the requirements of the Police under their charge, and for so managing them that Constables from other Stations, who may be passing on duty, may obtain their meals at a moderate cost, even if somewhat in excess of the rate charged to members of the mess.

155. Regularity of hours (whenever possible), cleanliness, proper costume, and correct behaviour at meals, will be strictly observed. In all matters relating to the expense and quality of food the minority must give way to the majority, but the Officer or Sergeant will be held responsible for the quality and quantity of the food.

156. No Member of the Force will be permitted, from penuriousness, or any other cause, to subsist habitually on food the quantity or quality of which is insufficient or deleterious.

157. Every article in a barrack room, when not in use, will have its appointed place. Provisions will not be exposed to view, nor mess utensils left lying about or dirty.

158. The Officer in charge of a Station will take charge of the private effects of any Constable who dies thereat, and make a careful inventory of such effects, in the presence of a subscribing witness, and transmit a true copy of such inventory, together with a list of debts (if any), to the Officer in charge of his District, who will again transmit the same with all necessary information on the subject to the Inspector General, with a view to the proper disposal of such private effects in accordance with the Police Regulation Act.

HORSES AND FORAGE.

159. Horses will in general be purchased for the Force, by the Inspector General or by some Officer appointed by him, and the horses so procured will whenever practicable be examined by a veterinary surgeon, and their soundness, age, and general fitness for service certified before payment is made.

160. Police horses should, when necessary, be turned out to graze, and relieved from work for a time, by order of an Officer in charge of a District; and horses unfit for service will be from time to time examined by some person or persons duly appointed for that purpose, and disposed of according to their recommendation.

161. When any horse, from disease, or injuries received, becomes totally useless, a report of the circumstances will be forwarded to the Inspector General, who will give orders for its disposal; but in the event of a limb being fractured, or any other such injury, the Officer in charge will kill it on the spot, forwarding a report in the usual manner.

162. Every Member of the Mounted Police will be furnished with a horse branded with a Crown and number, and will be held responsible for its treatment and general condition. Any Member of the Force, either ill-treating or permitting to be ill-treated or neglecting any horse under his charge, will, in addition to such other punishment as may be inflicted upon him, be dismounted, and ordered to return to Foot Police duty, or in extreme cases dismissed.

163. No Member of the Foot Police will be mounted, nor any Mounted Constable dismounted, without authority from the Inspector General.

164. Each Officer in charge of a District will keep a register of the horses under his charge, in which their numbers and description will be carefully entered.

165. A register will be kept by every Officer in charge of a Station of the horses in his charge, for which he will be responsible to the Officer in charge of the District, who, in like manner, will be responsible to the Inspector General.

166. Officers in charge of Districts and Sub-Districts will see that every horse under them, as well as its rider, has a fair share of work, and will not allow some horses to be petted and kept idle in the stables, while others are injured by severe usage or neglect; nor horses, unless when sick, to be kept clothed in stables.

167. All Members of the Mounted Force will be particular to see that the saddles are carefully fitted to the horses' backs; and the Officers in charge of Districts will hold the men accountable for horses in their charge having sore backs or girth-galls (which in most cases are caused by hard riding, or inattention in not seeing that the saddles are properly fitted), as well as for any other injuries which could have been prevented by attention. No excuse will be received for a horse being rendered unserviceable

able from the above causes, unless it can be satisfactorily proved that some accidental and unlooked for circumstance has rendered it necessary that the horse should be so used; and unless the cause can be traced to some other source than neglect, the Constable to whom the horse was told off will be charged for the forage of the animal while unfit for use, in addition to such other punishment as may be awarded.

168. No horse will travel at a pace exceeding five miles per hour, unless in cases of emergency, such as the pursuit of offenders, &c., where it is apparent that speed is absolutely necessary.

169. The pace of an Escort will not in general exceed four miles per hour, and in all cases every opportunity will be taken by the Mounted Force to spare their horses as much as possible. Any Constable violating this rule will be subject to punishment or dismissal.

170. No Police horse will on any consideration be used in harness, unless it be ordered for Government purposes by competent authority, nor will any Member of the Force use his horse unless in the performance of his duty.

171. Any subordinate Officer who may desire to use a private horse in the discharge of his duty, will forward to the Inspector General an application to that effect, accompanied by a certificate, signed by the Superintendent of the District, that the animal in question is in every respect suited for the service; but he will not be allowed to make use of any Government horse in addition to his own private horse unless in case of emergency, when it will require to be shown that his own was injured in the service, or otherwise unfit for duty; nor will he be allowed to make use of the horse so kept at the public expense, in harness or for private purposes, or to dispose of it, without the sanction of the Inspector General.

172. Officers will not make use of horses under their charge, nor Police horses be ridden, unless under special authority, by any other person than a Member of the Force.

173. When a report is made by a Constable or other Member of the Force, of the bad state or condition of his horse, the Officer in charge of the District will direct immediate inquiry to be made.

174. Draught horses will be frequently inspected by the Officer in charge of the Station to which they belong, as well as by the Officer in charge of the District; they will require to be driven steadily—never on any account more than four miles per hour, and their collars and harness kept in proper repair, and so fitted as not to chafe or injure the horses.

175. Tenders for shoeing to be called for in the prescribed form, in the month of December each year, and submitted to the Inspector General.

176. In the event of any Police horse being sold, it will be disposed of by public auction in such a manner as the Inspector General may direct, but prior to the sale will be branded with the "condemned" brand.

177. A greater number of horses will be allowed in every District than are in actual use, that those requiring it may occasionally have rest; but should the number of the Mounted Force in a district be reduced, the Officer in charge will cause the supernumerary horses to be turned into the nearest Police paddock until he has received instructions as to their disposal; and should he be instructed to send them to the Depôt, he will send with them, addressed to the Officer in charge, a return, giving the names of the horses, their brands, colour, age, &c. Should additional horses be required in a District, an application to that effect will require to be forwarded to the Inspector General.

178. Members of the Force in charge of Stations will give due notice to local contractors, stating the supplies of forage needed, in accordance with the terms of contract.

179. When forage is delivered at any Station by a contractor, the net weight must be ascertained, and the receipt signed for that quantity for which the Officer in charge, who signs the receipt, will, in his issues, be held responsible.

180. If a Station be under the charge of a subordinate Member of the Force, he will permit no one but himself to issue forage; at large Stations one Constable only will be authorized to issue.

181. When a fresh supply of forage is received at a Station, it will not be issued until the old stock is consumed.

182. The Police at every Station will exert themselves to insure the supplies being stored in such a manner as to prevent any injury through the effects of weather or other causes, as, should any damage or loss occur, the strictest investigation will be made, and the party who, from negligence or other fault, allowed the same to take place, will be held personally responsible.

183. At Out-Stations, where the stores are kept in any insecure building, the Police on the Station will erect a strong fence, to prevent any damage by cattle, &c.

184. No forage will on any account be issued from Police stores, to any person whatever, without special authority; and in every instance where forage is issued for any other than Police service, a requisition will require to be obtained from the party requiring the same, which must be attached to the weekly Forage Return, in which also care will be taken to insert particulars of the amount of Forage drawn, the Officer's name, and on what duty engaged.

The regulation scale of a ration of forage will be—

8 lbs. of Maize or Oats,	12 lbs. of Hay,
4 " Bran,	4 " Straw for bedding.

185. Forage Books will be entered up daily. A copy of the weekly entries will be forwarded to Head Quarters, for transmission to the Office of the Inspector General.

186. The Officer by whom the correctness of returns has been certified will be held responsible for any errors therein causing public loss or damage.

187. At every Station where practicable, the Officer in charge will turn out the horses to graze, issuing only half-rations, or such other allowance as may be necessary, due regard being had to their being kept in serviceable condition; and whenever possible, Police horses will be kept without forage.

188. Police horses will not be foraged or stabled at inns oftener than is absolutely necessary. In cases where it is unavoidable, a requisition in the printed form for the purpose will be given by the Officer in charge, and every horse will be groomed by its rider as at a Police Station.

189. Disputed horses and cattle will, when practicable, be turned into a paddock or handed over to one of the claimants, on his giving a sufficient guarantee for the animal's production when required. But in the event of its being necessary to retain an animal in the possession of the Police, as in a case of felony, when there would probably be danger of its being abstracted by the friends of the accused, half the usual ration of forage will be allowed for such animal, unless paddocked.

190. On the charge of any Station being transferred from one Member of the Force to another, the forage in store will be weighed, receipts given for the actual weight, and any deficiency or surplus noted in the weekly Forage Returns.

191. If any Constable absent from his Station draw more than one ration per diem for his horse, *en route*, he will be charged with the amount overdrawn.

ESCORTS.

192. Police in charge of an Escort will be held specially responsible for the safety and security of prisoners or property committed to their charge.

193. Having received their charge properly secured, it will be the duty of an Escort to guard against such security being diminished or impaired. For this purpose they will frequently and closely inspect the handcuffs, chains, &c., placed on the prisoners, and the fastenings of the doors, windows, &c., of any place of confinement. They will also inspect the locks, seals, or other means by which property is secured. Neither by day or by night will an Escort separate from or lose sight of their charge.

194. Escorts will not stop during the night at public-houses, when it can be possibly avoided; but when absolutely necessary, an agreement must be made with the proprietor of the house, for the use of a room and for means to be supplied to prisoners on the most moderate terms.

195. Police on Escort will neither drink nor allow the prisoners in their charge to drink any fermented or spirituous liquors whatever; but will place the prisoners in the most secure and private room obtainable, and adopt all proper and necessary precautions against escape.

196. Escorts with prisoners or property in charge will not call or halt at public-houses during the day; but the necessary provisions and refreshments will be procured at, and taken with them, from the place stopped at on the previous night.

197. While on march, prisoners will be kept in the centre of the party, and not allowed to separate or straggle; the rate of marching being regulated according to the powers of the prisoners if on foot, and if in carts, according to the pace at which the vehicles can conveniently proceed. Neither acquaintances of the prisoners nor other persons will be allowed to mix with or accompany the Escort.

198. The arms of an Escort will invariably be loaded, kept as dry as possible, and in a state for instant use. In escorting females, lunatics, or persons charged with trifling misdemeanors, Escorts will not require to be provided with fire-arms.

199. Everything belonging to prisoners under Escort will be made up into separate sealed packages, each marked with the name of the prisoner and the amount; and these separate parcels (with a list), enclosed in a strong sealed cover, with a memorandum, delivered to the Officer in charge, his acknowledgment and signature being taken to a duplicate retained. The memorandum and the sealed parcel will be handed, with the seal unbroken, to the person into whose charge the prisoners are delivered, a receipt being taken for the same.

200. The Officer in charge of a party on Escort duty will always march in the rear of such Escort, and enforce strict attention to the duty on the part of the Police, who will not be allowed to straggle under any pretence.

201. Every Officer, before taking charge of prisoners, will cause them to be searched in his presence, and examine his authority for their custody.

202. Every Officer taking charge of gold, specie, or other treasure, or Government parcels, will take care that the same are duly entered in the way-bill, and obtain a receipt for them from the party to whom the articles are delivered.

203. Where practicable, after having given up charge of property or prisoners intrusted to them, Police composing an Escort will return to their Stations by twos, starting at different hours, and where convenient by different roads, the Officer in charge of the Escort forming one of the last party, so that he may be able to check any irregularity that may take place.

204. Any Constable accompanying a Judge when on Circuit, or any other Government Officer, as an Orderly, will be relieved at each Station, so as to avoid as much as possible taking any Constable to a distance from his Station or into another District.

205. No Officer of Police will under any circumstances be accompanied by a Constable as Orderly. When an Officer has to perform any duty in which his personal safety is endangered, he will take with him one or more Constables, as the necessity of the case may require; but the attendance of Constables on Officers as a mark of honor will not be permitted.

206. Patrols will not travel on stated nights, or at particular hours, but at irregular periods will visit suspected places, and observe suspicious houses and persons.

207. Patrols will not confine their attention to the main line of road only, but will occasionally proceed through the bush, calling at houses to obtain information.

208. Constables on patrol will not smoke, separate, talk loudly, or enter public-houses except in performance of duty.

DUTIES WHEN PERSONS CHARGED WITH CRIMES.

209. Every person taken into custody without warrant (unless detained for the mere purpose of ascertaining his name or address) shall be forthwith taken to the nearest Watch-house.

210. When a Constable on duty shall take any one into custody, he should, as soon as possible, give notice to another Constable, so that his place may be supplied while he is taking the party to the Watch-house, and shall return to his duty as soon as possible; or he may, when not himself required to substantiate as a witness the charge, deliver his prisoner to the Sergeant or Watch-house keeper, and immediately return to his duty; but it is generally most advisable that he should accompany the party to the Watch-house, in order to substantiate the charge.

211. No Constable, if it can be avoided, shall search a prisoner by himself, but in all cases shall take him to the nearest Watch-house or Police Quarters, and in the presence of the Watch-house-keeper or a Sergeant shall search and shall take from such prisoner all property in his possession; and before confining the prisoner in the Watch-house the property so taken will be given to the Watch-house-keeper or Sergeant, and entered by him in the "Charge Book," which will be signed by the prisoner, if he be willing, but if not, by the Sergeant or Watch-house-keeper and the apprehending Constable.

212. A person against whom a charge of assault attended by cutting and wounding, or of felony, has been received, should, when such charge has been entered in the "Charge Book," be detained in custody at the Watch-house until taken before a Magistrate for examination; and no person should be detained in the custody of the Police after he has been once brought before a Magistrate to answer any such charge preferred against him, without a warrant for his detention, or a verbal order of a Magistrate for a period not exceeding three days.

213. In all cases of persons being taken into custody for indictable offences, whether by warrant or otherwise, they will not be discharged until they have been brought before a Bench.

214. If a complainant, after having given a person into custody, on a criminal charge, refuse to sign the entry in the "Charge Book" and appear against such person, and the charge has been made in the first instance to a Constable, the Constable will, if he has seen the offence committed, enter and sign the charge himself, and the complainant be summoned to establish it. The Constable on duty will, for this purpose, always ascertain the name and address of the complainant before making any inquiry of him. If the Constable be himself unable to establish the charge, and the complainant refuse to appear in support of such charge, the party accused will not be detained, save in case of a serious offence, or when there are grounds to suppose the prisoner guilty, notwithstanding the prosecutor's refusal to so appear.

215. A description of property brought to a Constable on duty at a Watch-house, whether taken from persons apprehended or otherwise, should immediately be entered in the "Charge Book," and the several articles marked, so that they may be afterwards identified. Such property should be taken by such Constable himself from the party bringing it, and not allowed out of his sight until marked in the manner directed; it should then be locked up, or if required as evidence, given back to the charge of the Constable bringing it.

216. As a statement or confession from a prisoner in custody on a charge of a crime, to be admissible as evidence against himself, must be free and voluntary, that is, must not be induced by any untrue representations, or any threat or promise. Constables should be very careful not to make any such representation, or threat or promise. If the prisoner make any such statement or confession, the Constable should not prevent him doing so, but should pay every attention to it. It is not desirable that a Constable should ask questions thereupon without warning him that his answers may be used as evidence on his trial. If any statement or confession be made, the Constable will endeavour to fix it in his memory or at the time take a note of it and also any conversation immediately preceding it, so as to be able to give evidence at the trial of the prisoner of any such conversation, statement, or confession.

217. In towns that have been proclaimed under the Police Act (2 Vic. No. 2), the Constables have larger powers given them by that statute. The only caution that need be given is to remember that the 2 Vic. No. 2 is only in operation in proclaimed towns, but the 19 Vic. No. 24 is in operation all over the Colony. (32 Vic. No. 7.)

218. A Constable on duty at a Watch-house will on no account quit it during his time of duty.

219. Such Constable will receive charges against prisoners, will ascertain their nature, and when satisfied of their propriety, will cause the name of each prisoner to be entered, with the particulars of his offence, in a book kept for the purpose, to be called the "Charge Book."

220. When persons are arrested who are believed to be intoxicated, care should be taken to ascertain that they are not suffering from illness; if there be any doubt, such persons should be gently shaken or roused; if that fail, the fastenings about the neck should be loosened, and the head raised. Under no circumstances is a Constable justified in leaving his beat to conduct a drunken person to his home.

221. Such Constable may admit to bail persons charged during the night with any petty misdemeanor, such as a trifling assault, or mischief; and also persons charged with drunkenness, when they become sober. (a)

222. The daily ration allowed by Government to prisoners in Solitary Cells or Watch-houses will be 24 ounces of third quality bread or 20 ounces of the same quality flour, and to prisoners *in transitu*, awaiting trial, or under committal, 12 ounces of bread third quality, 12 ounces of maize meal, 4 ounces of fresh meat, 8 ounces of vegetables, half an ounce of salt, half an ounce of soap. In cases where maize meal or vegetables cannot be obtained, 12 ounces will be added to the allowance of flour, and 12 ounces to the allowance of fresh meat. The Officers in charge of Police at Stations where there are Lock-ups and where no Government contract exists, will call for tenders in the month of December each year, according to the above scale, and transmit such tenders as they may receive, to the Inspector General's Office.

223. When it is necessary for prisoners in confinement to have other supplies than are provided by Government, the sanction of a Magistrate, Officer, or Medical Man must be obtained.

224. Prisoners in the Watch-house will require to be frequently visited day and night, and immediate attention given to any case requiring assistance or medical aid.

DUTIES AT COURTS.

225. Members of the Force having to attend Courts must observe strict punctuality. The Officer in charge should inspect all men on such duty before they quit their Stations, to see that they are smart and clean in appearance, and in proper uniform; also to see that they are prepared with any property required to be produced in Court, in any case in which they may be concerned.

226. At the Court, Members of the Force having charge of cases will make it their business to see that the witnesses are in attendance, and that they do not leave without permission from the proper Officer. Should any witness be absent, the Crown Solicitor or Crown Prosecutor should be promptly informed.

227. Police, when giving evidence, are to stand in an upright position, respectful in demeanor, speaking explicitly and in a clear voice, so as to be heard distinctly by the Court and Jury. They are to confine themselves strictly to the evidence in the case before the Court and Jury; and, to refresh their memories, they may refer to any notes they may have made at the time; and in giving evidence they should as much as possible avoid using slang phrases.

228. In cross-examination, answers should be given with the same readiness and respect as in the examination-in-chief, that the whole truth may be elicited, whether against or in favour of the accused.

PRISONERS'

(a) These powers of taking bail at Watch-houses are in force only in towns to which the 2 Vic. No. 2 (the Towns Police Act) has been extended, and in Sydney and Sydney hamlets—4 W. IV No. 7, 17 Vic. No. 25, 17 Vic. No. 31. These statutes should be referred to for information as to the proper course to be followed.

PRISONERS' PROPERTY, &c.

229. An inventory in duplicate of all property found in the possession of a prisoner at the time of his arrest, and which the Police may be justified in seizing and retaining, will be drawn up and signed by the Constable making the arrest, and countersigned by the Inspector or other Officer in charge of Police. The prisoner will also be invited to sign it.

230. Property seized will remain in the custody of the Police until the prisoner on whom it has been found shall have been either discharged or convicted, and will be kept at the place of trial, previous to the time appointed for trial, so that it may be accessible either for purposes of identification, or returned to the prisoner, if discharged, or delivered with a copy of the inventory to the Sheriff or Gaoler, if the prisoner be convicted.

231. Property necessary for purposes of identification will remain as much as possible in the hands of the same Constable or Officer, so as to avoid complicating or embarrassing the question of identity.

232. On the acquittal and discharge of a prisoner, his property will be restored to him and a receipt taken for the same, unless the Judge or Magistrate make any special order, or unless it may be advisable to retain any portion for further proceedings, in which case special report must be made to the Superintendent.

233. The property of a prisoner on his conviction will (in the absence of any special direction from the Judge or Crown Prosecutor) be handed over to the Sheriff or Gaoler, a receipt being taken for the same, and duly filed.

234. A record will be kept of money or other property which may come into the possession of the Police in any other way than by forfeiture or seizure; and should there be any doubt respecting its disposal, a report of the circumstances will be forwarded to Head Quarters, with a view to its disposal by competent authority.

SYDNEY.

235. The Sydney Police will consist of several Divisions, with an Officer in charge of each, and to each Division will be allotted a certain portion of the City and Suburbs.

236. Each Division will be subdivided into sections, each under the immediate charge of a Sergeant or Senior Constable; and the sections will be divided into beats, for the safety of which, Constables on duty will be held responsible.

237. The hours for duty will be as follows:—

The day duty will commence at 6 A.M., and continue till 10 P.M., for which purpose half the available Force will be told off, and divided into two reliefs, taking street duty four hours at a time.

The first relief will go on duty at 6 A.M., and remain till 10 A.M.

The second will go on duty at 10 A.M., and remain till 2 P.M.

The first will go on duty at 2 P.M., and remain till 6 P.M.

The second will go on duty at 6 P.M., and remain till 10 P.M.

The night duty will commence at 10 P.M., and continue from that hour until 6 o'clock the next morning, a Sergeant or Senior-Constable taking charge of each section.

238. The night and day duties will change every month.

239. The Officer in charge of a Division will both day and night visit every part of his Division; will see that the Sergeants and Constables are on the alert and understand their duties properly.

240. Every Constable will move regularly through his beat at a pace of about two and a half miles an hour, so that any person requiring assistance, by remaining in the same spot for any length of time may meet a Constable. This regularity of movement will not, however, prevent his remaining at any particular place, if his presence there be necessary for the due performance of his duty, to observe the conduct of any suspected person, or for any other good reason, but he will be required to satisfy his superior Officer that there was a sufficient cause for such apparent irregularity.

241. Constables will attend at appointed times, to report to the Sergeant or Senior-Constable anything requiring notice.

242. The attention of the Police should be specially directed to jewellers' shops and other places where valuables are deposited. They should warn the owners to take every precaution for the security of their property, and any means of access to the premises likely to be made available by thieves should be pointed out.

243. Orange-peel and other fruit skins should be removed from the footways, to prevent accident.

244. If at any time a Constable require immediate assistance and cannot in any other way obtain it, he will sound his whistle, but this is to be done as seldom as possible, and always reported afterwards.

245. Married Constables will lodge as near as possible to the Division to which they are attached, and all Members of the Force (whether on duty or not) will be prepared to turn out in all such emergencies as Fires, accidents of any kind, disturbances, &c.

246. Officers or Sergeants in charge of sub-divisions will take their turn of day and night duty, but will not be required to visit the guard-room or barracks of any other sub-division than their own.

247. Every Officer or Sergeant in charge of a sub-division will occasionally visit every part thereof, at uncertain hours during the day and night; and when on duty, will attend the Court and visit the Watch-houses at least once during the day and once after midnight.

248. Every Officer or Sergeant in charge of a sub-division will be responsible for, and will take immediate charge of, the lock-up situated in that Division.

249. On any alarm of fire, the Police (including those who are off duty) will turn out and render every aid in their power which circumstances may demand.

250. Where there are Fire Brigades established, the duty of the Police will be simply to preserve order, protect life and property, and to procure a free scope for the exertions of the firemen and the parties more immediately interested; and with this view they will clear the street or ground in the immediate vicinity of the fire of all persons not usefully employed, taking care that all adjoining streets, as far as may be practicable, are kept clear of obstructions by crowds, or carriages, waggons, carts, &c., that the engines may not be delayed.

251. Every assistance possible will be given by the Police for the removal of property, conformably with the wishes of the proprietors; and if desired, such property will be conveyed to the nearest Police Station for protection.

252. The Police will collect upon the spot all the information they can obtain relative to the cause of the fire, which, together with the circumstances attending it, will be reported fully, as soon as may be, to the Officer in charge.

253. The foregoing Rules will also apply generally to the performance of Police duties in country towns.

DETECTIVES.

254. Detectives will be selected from the ordinary Police Force, and after having been employed on trial, during which time they will receive the pay of Ordinary Constables, if reported favourably of by the Officer in charge, will be promoted to the rank of a third-class Detective with pay at the rate of 2s. per day increase on that of a Constable first-class; and in due course, if recommended for zeal and efficiency, will be further advanced. The rank of a first-class Detective will be equivalent to that of a Sergeant, first-class, in the General Police; second-class Detective, to a Sergeant (second-class); and third-class Detective, to a Senior Constable.

255. Nevertheless, candidates who, from previous habits, experience, or other reasons, may appear to be particularly adapted for Detective duties, will be taken on as supernumeraries without having served in the Police, and after due trial promoted in the usual manner.

256. Detective Constables will correspond directly with the Inspector General, but will otherwise be under the orders of the Officer of Police in charge of the District, Station, or Division, where such Detectives may be on duty.

WATER POLICE.

257. The duties particularly devolving upon the Water Police will be to protect and maintain order among the shipping; to enforce Port Regulations; to supervise the transshipment of powder; to examine and muster the passengers and crews of vessels in the intercolonial trade, with a view to prevent the escape of criminals; to supervise the ballast lighters, watermen, lights in harbour, &c.; to serve summons, execute warrants, and other legal processes on parties afloat; to convey prisoners to and from vessels, &c., &c.

258. Every Constable in the Water Police will be on duty twelve hours in the twenty-four, and attend the Police Court when required.

259. All signals from vessels for Police assistance will be registered in the Occurrence Book, as well as the vessel's name, the hour by night or day when made, and the hour when the signal is answered.

260. In the event of fire occurring on shore, or in the harbour, all the available force in the Water Police will proceed immediately to the spot, in readiness to render such assistance as may be necessary, either in extinguishing the fire or in saving and protecting property. Should the fire occur on shipboard, the guard-boat on duty will lose no time in warning the nearest vessel to the burning ship of its dangerous position, and at the same time send immediate notice to the Harbour Master.

The Water Police in Sydney are under the immediate supervision of the Water Police Magistrate.

1877-8.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

POLICE SUPERANNUATION FUND.

(STATEMENT OF APPROPRIATIONS.)

Ordered by the Legislative Assembly to be printed, 28 February, 1878.

[Laid upon Table in answer to Question 1, 28 February, 1878, Votes No. 34.]

STATEMENT of Appropriations from Police Reward and Superannuation Funds to Members of the
Police Force other than Officers, from 1st March, 1862.

Date of Pension.	Name.	Rank.	Rate of Pension.		Gratuity.			
			Per diem.	Per annum.				
1862.			£	s.	d.	£	s.	d.
27 March...	Murphy Edward	Chief constable				103	0	0
27 "	Collins Francis	Ordinary constable				120	0	0
27 "	Maginnis J. H.	"				125	0	0
27 "	Murray Laurence.....	"				117	0	0
27 "	Horne S. H.	Chief constable			116	0	0	
17 April ...	Scarlett Cecilia.....	Widow of detective				95	0	0
17 "	Hurst M. J.	Widow of constable				31	10	0
17 "	Watson Eliza	"			20	0	0	
17 "	Sherman John	Senior-sergeant			126	0	0	
17 "	Finnerty Thos.....	Sergeant				50	0	0
Aug. ...	Davis John	Chief constable			50	0	0	
"	Micklegun John	District constable	0	5	4			
"	Coneley Peter	Senior-constable	0	3	4			
"	Kennedy Roger	"	0	3	4			
"	Lane Charles	"	0	3	4			
"	Redwell Edward	Constable	0	3	0			
"	Brown Burnard	Senior-constable				121	10	0
"	Smith Henry	Senior-sergeant				101	19	0
"	Granger William.....	Constable				95	0	0
"	Partridge Stephen	"				88	10	0
"	Madden H. S.	"				87	0	0
"	Talbot William	"				63	0	0
"	Brown H. F.	Sergeant				56	10	0
"	Haviland Mrs.	Widow of constable				100	0	0
6 Nov. ...	Hines W. A.	Senior-constable				78	9	0
6 "	Porter Clement	Constable				90	15	0
6 "	Taylor George	"	0	3	0			
6 "	Kelly Patrick	"				60	15	0
6 "	Smith Octavius	"	0	3	0			
6 "	Creahan Mrs.	Widow of constable				30	0	0
6 "	Thomas John	Sergeant, 2nd class	0	4	1			
6 "	Smith Mary	Widow of Acting Inspector				30	0	0
6 "	Killough Mrs.	Widow of constable				50	0	0
31Dec. ...	M'Quigan A.	Constable				108	0	0
31 "	Taylor Sam.	Sergeant				148	10	0
31 "	Rust William	Constable				67	10	0
31 "	Grogan James	"				54	0	0
1863.								
25 Feb. ...	Skelton James	Chief constable			70	0	0	
25 "	Fox Henry	Constable	0	4	0			
25 "	M'Donald John	"	0	3	0			
25 "	Moore William.....	"				135	0	0
25 "	Graham James	"				73	10	0
25 "	Campbell Eliza.....	Widow of constable				100	0	0
30 June ...	Canavan Mrs.	Mother of constable				100	0	0
30 "	Fitzalban Peter	Constable				58	10	0

Date of Pension.	Name.	Rank.	Rate of Pension.		Gratuity.
			Per diem.	Per annum	
1863.			£	s. d.	£ s. d.
30 June	Armstrong Henrietta	Widow of sergeant			61 17 6
30 "	Tarrant James	Constable	0	3 0	
30 "	Young James	Sergeant			50 10 7
30 "	Foy Ann	Widow of senior-constable		30 0 0	
30 "	Pratt Mrs.	Widow of constable			27 0 0
30 "	Galvin Patrick	Constable			100 10 0
30 "	Kershaw Abraham	Senior-sergeant	0	6 4	
16 Dec.	Rucker Henry	Parents of constable			100 0 0
16 "	Breen Henry	Senior-constable			48 18 9
16 "	Downham Charles	Detective			45 0 0
16 "	Gordon William	Constable			144 0 0
16 "	Graham William	"			54 15 0
16 "	Stafford John	Sergeant	0	5 6	
16 "	M'Beath Norman	Constable	0	3 0	
16 "	Thorpe James	"	0	4 0	
16 "	Dangar W. S.	"	0	3 0	
16 "	Beatty Annabella	Widow of constable			45 0 0
1864.					
17 May	M'Grath Cornelius	Constable			54 0 0
17 "	M'Donald John	"	0	3 0	
17 "	Doyle Edward	"			54 0 0
17 "	Robinson Frances J.	Widow of sergeant			100 0 0
17 "	Hobbs William	Senior-sergeant	0	4 9	
17 "	Houhey Thos.	senior-constable	0	3 4½	
17 "	Lonegan Michael	Sergeant			64 19 4
17 "	St. Clair James	Senior-sergeant	0	6 0	
22 Sept.	Hemson John	Constable			92 5 0
22 "	Cox James	"			136 10 0
22 "	Dawson Tracey	"			54 0 0
22 "	Partington Thos.	"			99 15 0
22 "	Mason J. W.	"			51 15 0
22 "	Gorman R.	"	0	4 6	
22 "	Cain Patrick	"	0	4 0	
22 "	Murphy Thos.	"	0	3 0	
22 "	Worley Henry	Sergeant	0	4 1	
22 "	Maginnity Mary	Widow of sergeant		100 0 0	
1865.					
12 Jan.	O'Regan George	Constable	0	3 0	
12 "	Kerr James	Senior-constable	0	3 4	
12 "	Gibson James	Senior-sergeant	0	4 9	
12 "	O'Rourke James	Constable			69 15 0
12 "	M'Grath Edward	Sergeant			185 12 6
12 "	O'Horrigan Mrs.	Mother of constable			50 0 0
15 June	Ward Mrs.	Wife of senior-constable		60 0 0	
15 "	Herbert Mrs.	"		40 0 0	
15 "	Nelson Elizabeth	Wife of constable		50 0 0	
15 "	Smith Thos.	Parents of senior-sergeant			100 0 0
15 "	Gibbons Peter	Constable			40 0 0
30 Oct.	Moss Mrs.	Widow of constable			94 10 0
30 "	Long Mrs.	Widow of constable			54 0 0
30 "	Walsh Mrs.	Widow of sergeant			105 3 9
1866.					
8 Jan.	Philips Wm.	Constable	0	4 0	
8 "	Everson Edward	"	0	3 0	
8 "	Geraghty Mrs.	Widow of constable			29 5 0
8 "	Murphy Thos.	Constable			70 10 0
8 "	M'Ginnity John	"			44 5 0
8 "	Drow John	"			111 15 0
23 Feb.	Chambers John	"			54 0 0
23 "	Costley Charles	"			54 0 0
23 "	Poole Robert	"			25 10 0
23 "	Smith William	Senior-sergeant			210 3 9
23 "	O'Regan Geo.	Constable	0	3 0	
23 "	M'Elvaine Manasses	"			47 5 0
23 "	Doyle Martin	"	0	3 0	
29 June	Raymond Wm.	The mother of constable			100 0 0
29 "	Hogan Martin	Constable			69 0 0
29 "	O'Grady Myles	The parents of constable			100 0 0
17 July	Crawford Mrs.	Widow of senior-constable			111 7 6
17 "	Crimes Samuel	Constable			144 0 0
17 "	Fyfe John	"			67 10 0
17 "	Walsh John	"			72 15 0
17 "	Parter John	"			60 15 0
25 Sept.	Doyle Mrs.	Widow of constable			16 10 0
25 "	Chapman Mrs.	Widow of senior-constable			44 14 4
25 "	Canty Mr.	Widow of constable			46 10 0
25 "	Cowell E. H.	Senior-sergeant	0	4 9	
1867.					
5 Mar.	Hackett James	Senior-constable			69 3 9
5 "	Simpson Henry	Sergeant			102 1 10
5 "	Watson Thos.	Senior-constable			162 0 0
5 "	Tiernan Edward	Constable			25 0 0
5 "	Moran Henry	Senior-constable			129 1 10
5 "	Davis Robert	Widow of constable			60 0 0
5 "	O'Regan Geo.	Constable	0	3 0	
5 "	Lees Messrs.	"			60 0 0
5 "	Eiffe Mrs.	Widow of constable			100 0 0

Date of Pension.	Name.	Rank.	Rate of Pension.		Gratuity.
			Per diem.	Per annum.	
1867.			£ s. d.	£ s. d.	£ s. d.
22 June	Macfarlane James	Constable			72 0 0
22 "	Crawley William	"			92 5 0
22 "	Halpin Thos.	"			117 0 0
22 "	Cloghessy Mrs.	Widow of constable			30 0 0
1868.					
7 Feb.	Briggs Thomas	Constable	0 3 0		
7 "	O'Regan Geo	"	0 3 0		
7 "	Hudson Mrs.	Widow of detective			67 0 0
7 "	Wiles Mrs.	Widow of senior-constable			123 8 9
7 "	Glassock H.	Probationary constable			20 0 0
7 "	Moran Mrs.	Widow of senior-constable			67 10 0
7 "	Madden Thos.	Father of constable			20 0 0
13 May	Rea Oliver	Constable	0 2 0		
13 "	Frewin Jeremiah	Senior-sergeant	0 3 6		
13 "	Clark John	Widow of constable			36 0 0
13 "	Murphy James	Father of senior-constable			20 0 0
13 "	Armstrong Alex.	Senior-sergeant			256 10 0
19 June	Campbell Hugh	Widow of senior-constable			100 0 0
21 Aug.	Cullen John	Constable	0 3 0		
21 "	Reilly Michael	"	0 3 0		
21 "	Waller John	"			81 0 0
21 "	Cochran Robert	Widow of constable			108 0 0
21 "	Moss Thomas	Constable	0 3 0		
21 "	James Robert	"	0 3 0		
21 "	Lawlor Thos.	"			54 0 0
6 Nov.	Sykes Henry	Senior-sergeant			131 16 3
6 "	Warren C.	Daughter of senior-constable			50 0 0
6 "	Turner Henry	Constable	0 3 0		
6 "	Rooney Francis	Sergeant	0 4 1		
1869.					
30 April	Chapman J.	Senior-constable			77 12 6
30 "	Kennedy James	Constable			48 15 0
30 "	Boon William	Widow of constable			30 15 0
30 "	Campbell Hugh	Constable			57 15 0
30 "	Buckley John	Senior-sergeant	0 4 9		
30 "	Kelly Thos.	Senior-constable	0 3 4		
30 "	Cardan Fred.	Constable			113 5 0
30 "	Ballantyne Adam	"	0 3 0		
8 July	Smith C. W.	Sergeant			222 15 0
8 "	Haggarty S. S.	Widow of constable			198 0 0
8 "	Jenkins John	Senior-constable	0 3 4		
8 "	Byrne Thos.	Widow of constable			45 0 0
8 "	Glassock H.	Probationary constable			25 0 0
8 "	M'Hale James	Senior-constable	0 3 4		
13 Aug.	Connor Samuel	Constable			57 0 0
13 "	Ibbotson Joseph	Widow of constable			109 10 0
13 "	Quilter John	Widow of senior-constable			60 15 0
8 Oct.	Tighe Joseph	Constable			99 0 0
8 "	Cain Patrick	"	0 3 0		
8 "	M'Cook Wm.	Sergeant			216 11 3
21 Dec.	Green Wm.	Senior-sergeant	0 4 9		
21 "	Kerwick John	Constable			108 0 0
21 "	Day Jane	Widow of senior-constable		30 0 0	
21 "	Hawkins John	Senior-constable			141 15 0
1870.					
20 May	Sharkey Martin	Constable			54 0 0
20 "	Maginnity Mrs.	Widow of sergeant		60 0 0	
20 "	Hall Henry	"			144 0 0
20 "	Madden Patrick	"			126 0 0
20 "	Entwistle James	"			108 0 0
20 "	Lamont Geo.	Senior-constable	0 3 4		
20 "	Orrall Henry	Constable			45 0 0
16 Nov.	Kennedy Rd.	Widow of constable			54 0 0
16 "	Maher Owen	Widow of sergeant			100 0 0
16 "	Bruce Edward	Constable	0 3 0		
16 "	Carnes Christ.	"	0 3 0		
16 "	McKenzie Sam.	"			90 0 0
16 "	Darcy Michael	"			63 0 0
16 "	Smith Robert	Widow of constable			30 0 0
1871.					
2 March	Nelson Fred.	Constable		30 0 0	
2 "	Green Wm.	Senior-sergeant	0 4 9		
2 "	Sheaves John	Constable	0 3 0		
2 "	Drohan Thos.	"			90 0 0
17 July	Sheehan James	"			144 0 0
17 "	Kelly Michael	"			148 10 0
17 "	Smith James	"	0 3 0		
30 Sept.	Hannaford John	"			63 0 0
30 "	Quigley Patrick	"			54 0 0
30 "	Naughton Thos.	"			148 10 0
30 "	Lyons James	"			148 10 0
24 Nov.	Hickey Cornelius	"			41 5 0
24 "	Naughton Thos.	"	0 2 9		
1872.					
28 May	Dwyer Lawrence	Sergeant	0 4 1		
28 "	Callaghan John	Constable	0 3 0		
28 "	Price Charles	Widow of sergeant			141 8 9

Date of Pension.	Name.	Rank.	Rate of Pension.		Gratuity.
			Per diem.	Per annum.	
1872.			£ s. d.	£ s. d.	£ s. d.
28 May	Newell Hubert	Widow of constable			172 0 0
28 "	Condick Sam.	Widow of sergeant			232 10 0
28 "	Ussher Michael	Constable			74 5 0
21 Aug.	Sykes Charles	"			126 0 0
21 "	Almond F. W.	"			40 0 0
21 "	McEvoy Tim.	Senior-constable			141 15 0
21 "	Sutherland And.	Widow of sergeant			141 8 9
21 "	Price, Mark	Constable	0 3 0		
25 Nov.	Leonard James	Widow of constable			108 0 0
25 "	Wilmott R. W.	Constable			36 0 0
25 "	Arthur Robert	"			54 0 0
25 "	Grayson David	"			50 0 0
27 Dec.	Hetherington Alex.	Sergeant			222 15 0
1873.					
21 April	Wormersle F. B.	Constable			30 0 0
1 "	Parkiss Ann	Widow of constable			81 0 0
9 July	Naughton Thos.	Constable			143 10 0
2 "	Kilpatrick And.	"			156 0 0
9 "	Murray John	"	0 3 0		
9 "	Lowther Wm.	"			108 0 0
15 Sept.	Powell Mary	Widow of detective			135 0 0
15 "	Devonald Annie	Widow of sergeant			247 10 0
15 "	Rowley H. J.	Constable			48 15 0
15 "	Lyons Dan	"			126 0 0
15 "	Nolan James	"	0 4 0		
15 "	Lloyd Margaret	Widow of constable			195 0 0
15 "	Pagett John	Constable	0 4 4		
22 Nov.	Lynch John	"			50 0 0
22 "	Kelly John	Widow of senior-sergeant			228 0 0
22 "	Walsh Thady	Constable			100 0 0
22 "	Donohoe Pat.	"	0 3 0		
22 "	Smith Wm.	"	0 4 0		
22 "	Henderson John A.	Senior-constable	0 3 3		
1874.					
19 Feb.	Downes Myles	Constable			68 5 0
19 "	Dalton E. J.	Senior-constable			175 10 0
19 "	Scarson John	Sergeant			100 0 0
19 "	Chandler T. C.	Senior-constable			168 0 0
19 "	Cranmer Robert	Sergeant			168 0 0
19 "	Rourke Wm.	Constable	0 3 0		
19 "	Thompson James	Senior-constable	0 3 0		
19 "	Egar George	Constable	0 3 0		
16 July	Purcell Thos.	"			117 0 0
16 "	McGinnity David	Widow of sergeant		30 0 0	
16 "	Murphy Wm.	Constable			29 5 0
16 "	Finn Henry	Widow of ordinary constable			40 0 0
28 Oct.	Cusack John	" first-class constable			39 0 0
28 "	Toomey John	" senior-constable			189 0 0
28 "	Thomas C. L.	First-class constable			39 0 0
12 Dec.	Keane Matthew	Widow of first-class constable			175 10 0
12 "	Potter James	Senior-constable	0 3 3		
12 "	Abbott Nicholas	First-class constable			78 0 0
12 "	Cleeve J. T.	Widow of senior-constable			75 0 0
1875.					
6 Feb.	Rayfield Thos.	Widow of ordinary constable			108 0 0
6 "	Gravestock Thos.	Ordinary constable			90 0 0
6 "	Byrnes Charles	"			36 0 0
6 "	Tiernan Thos.	Senior-constable	0 7 0		
9 April	Bannon Wm.	Widow of constable	0 2 0		
9 "	Steele L. G. A.	"			20 0 0
9 "	Shillady Armstrong	" first-class constable			68 5 0
9 June	Martin Charles	" ordinary constable			72 0 0
9 "	Owen A. W.	Ordinary constable			20 0 0
9 "	Cleghorn James	Widow of first-class constable			195 0 0
20 Aug.	Herbert J. R.	" senior constable			50 0 0
20 "	Farrell Charles	Ordinary constable			29 5 0
20 "	Lee John	"			75 0 0
20 "	Cook William	"			195 0 0
20 "	Costelloe Michael	Constable	0 4 4		
20 "	Heavey Peter	Ordinary constable			175 10 0
20 "	Mackay James	Senior-constable	0 4 8		
20 "	Brooks George	Senior-sergeant	0 6 8		
2 Nov.	Johnson Ben.	Senior-sergeant	0 5 0		
2 "	Minter Mrs.	Widow of senior-sergeant			150 0 0
1876.					
27 Jan.	Nelson Mrs.	" constable		15 0 0	
27 "	Day Jane	" Senior-constable			50 0 0
16 Feb.	Henderson J. A.	Senior-constable			100 0 0
16 "	Levick James	Ordinary constable	0 3 3		
16 "	Canavan James	"			156 0 0
16 "	Bailey Myles	Senior-constable			180 0 0
16 "	Clarke Geo.	Constable			126 0 0
16 "	Broomfield Edward	Senior-constable	0 3 9		
16 "	Potter James	"	0 3 3		
13 May	Doyle Michael	"			202 10 0
13 "	Haughey Thos.	Ordinary constable			50 0 0
13 "	Makin John	Senior-constable			101 5 0

Date of Pension.	Name.	Rank.	Rate of Pension.		Gratuity.
			Per diem.	Per annum.	
1876.			£ s. d.	£ s. d.	£ s. d.
13 May	Tierney Michael	Ordinary constable	0 2 0		
13 "	Cooke William	Senior-constable	0 3 9		
13 "	Rourke William	Ordinary constable	0 3 0		
13 "	Egar George	"	0 3 0		
13 "	Mayne Robert	"	0 4 4		
22 June	Mackay James	Senior-constable	0 5 0		
22 "	Wyatt George	Ordinary constable	0 4 4		
22 "	Henderson J. A.	Senior-constable	0 3 3		
22 "	Howard Pat.	Detective			157 10 0
1 Sept.	Shiels Hugh	Constable			74 5 0
1 "	M'Kee David	Senior-constable	0 3 9		
1 "	Graham Thos.	Constable	0 3 6		
1 "	Sullivan Tim.	Ordinary constable	0 3 3		
1 "	Davis James	"			39 0 0
1 "	Myers James	"			39 0 0
6 Dec.	Goldrick Edward	Sergeant	0 4 4		
6 "	Harding J. H.	Ordinary constable			9 15 0
6 "	Chambers C.	"			9 15 0
6 "	Mansergh J. L.	"			68 5 0
6 "	Walker R.	Constable	0 3 6		
6 "	Middleton J.	Ordinary constable			136 10 0
6 "	Shanahan Thos.	Widow of constable			42 0 0
6 "	Kerridge F.	"			210 0 0
1877.					
19 Feb.	Leonard Thos.	Ordinary constable	0 3 3		
19 "	Egar Geo.	"	0 3 0		
19 "	Griffin Henry	"			100 0 0
19 "	Levick James	"	0 3 3		
19 "	Rourke Wm.	"	0 3 0		
19 "	O'Connell A.	Constable			168 0 0
19 "	Henderson J. A.	Senior-constable			100 0 0
19 "	Potter James	"	0 3 3		
27 April	Edwards Thos.	Constable			84 0 0
27 "	Thompson Thos.	"			168 0 0
27 "	Mayne R.	Ordinary constable	0 4 4		
27 "	Cooke Wm.	Senior-constable	0 3 9		
27 July	Nelson Saml.	Widow of constable		15 0 0	
27 "	King Saml.	"			15 0 0
27 "	Rowe Henry	"			20 0 0
27 "	Hinde Oliver	Widow of Senior-sergeant			300 0 0
27 "	Doyle Rowland	Constable			210 0 0
15 Oct.	Lane J. F.	Senior-sergeant	0 6 8		
15 "	Graham Thos.	Constable	0 3 6		
15 "	Ford John	Widow of Senior-constable			225 0 0
15 "	Foster Peter	Constable			52 10 0
15 "	Armytage G. R.	The mother of Constable			25 0 0
15 "	Costigan Michael	"			25 0 0
15 "	Sullivan Timothy	Ordinary constable	0 3 3		

STATEMENT of Appropriations from Police Reward and Superannuation Funds to Officers of Police or Widows.

Date of Pension.	Name	Rank.	Rate of Pension.		Gratuity.
			Per diem.	Per annum.	
1864.			£ s. d.	£ s. d.	£ s. d.
22 Sept.	Markham Mrs.	Widow of Superintendent			200 0 0
1865.					
12 Jan.	McLerie J. A.	Superintendent of Police; funeral expenses & removal of body to Sydney			114 5 0
1867.					
22 June	Hogg Thomas	Sub-inspector		200 0 0	
1874.					
28 Oct.	McLerie Mrs.	Widow of Inspector General			1,333 6 8
1875.					
6 Feb.	Rawlinson Mrs.	Widow of Sub-inspector			333 6 8
1876.					
16 July	Taylor John	Widow and children of Sub-inspector			375 0 0
1 "	Garvin Henry	Sub-inspector		250 0 0	
1 Sept.	Roberts Mrs.	Widow of Sub-inspector			300 0 0

The Principal Under Secretary to the Inspector General of Police.

Sir,

Colonial Secretary's Office, Sydney, 7 August, 1868.

I am directed to acknowledge the receipt of your letter of the 21st ultimo, No. 285, stating that you have obtained the consent of every member of the Police Force to an increased deduction of 3 per cent. upon their salaries, whereby an additional income of about £1,100 per annum will be secured to the Superannuation Fund, and proposing that the deduction in question should commence from the 1st ultimo.

2. In communicating to you the Colonial Secretary's approval of the above arrangement, I am desired to inform you that a Bill will be introduced into Parliament at its next Session to legalize the deduction.

I have, &c.,

HENRY HALLORAN.

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

DISMISSAL OF WILLIAM STAFFORD FROM POLICE
FORCE.

(CORRESPONDENCE, &c.)

Ordered by the Legislative Assembly to be printed, 5 April, 1878.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 27th March, 1878, a.m., That there be laid upon the Table of this House,—

“Copies of all Correspondence, Reports, and Minutes thereon, that may have taken place with the Colonial Secretary, the Inspector General of Police, and Superintendent Zouch, during 1877, and to date, in reference to the dismissal from the Police Force of William Stafford; also all Reports and Minutes thereon, having reference to an application made by Constable Harrison, of Moruya Station, to Sub-inspector Medley, for leave to accompany Chinese Informer in the Braidwood District during 1877.”

(Mr. Macintosh.)

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DISMISSAL OF WILLIAM STAFFORD FROM POLICE FORCE.

No. 1.

The Inspector General of Police to The Principal Under Secretary.

Police Department, Inspector General's Office, Sydney, 19 November, 1877.
 SENIOR-CONSTABLE Stafford was dismissed for sending in a fraudulent claim for travelling allowances, setting forth that he had been absent at certain places, performing certain duties, when he had not.

In my judgment, a man who could behave so dishonestly was not fit to remain in the Public Service. His conduct in the Force previously had not been satisfactory.

Captain Zouch's report on the case submitted herewith, for the Colonial Secretary's information. The cases against other members of the Force, to which Stafford refers, were, I need hardly say, duly investigated. His character is evidenced by the fact that, bearing animosity against Senior-constable Wells, he now states that the latter defrauded the Government; the facts simply being that a dispute arose between Wells and the contractor as to whether or not a small quantity of straw had been delivered. As Wells had not been as precise as he should have been in keeping the record of receipts, I directed him to pay the value of the straw (£1) out of his own pocket, and the amount was duly paid into the Treasury. There was not the slightest imputation upon his integrity.

EDMUND FOSBERY, I.G.P.

B.C., 19 November, 1877.

[Enclosure.]

Superintendent Zouch to The Inspector General of Police.

Police Department, Superintendent's Office, Southern District, Goulburn, 18 November, 1877.

MEMO.—On a retrospective view of this man's career it is palpably manifest, whether the decision arrived at be just or unjust, the universally admitted odium entertained by the inhabitants, including Magistrates, professional men, and people of all grades, has shown itself in the general satisfaction his removal has produced. This is the result of personal inquiries made within the last few days in the Bradwood district, the unhesitating reply being that his punishment was richly deserved, and that it should have been meted out to him years ago, his conduct having earned for him a most unenviable reputation, not alone with the inhabitants but with the police generally.

Ex-Senior-constable Stafford's recriminations upon members of the Service, assertions, comments, &c., on inquiries and decisions, advanced by him in defence, cannot possibly affect his case. He obtained money by a false pretence, inquiry proved it, and allowed by his own admission; so rest the facts, for they are undeniable. He has now the hardihood to declare that this has arisen solely because his officer is actuated by feelings of animosity towards him.

I hereto attach papers upon which the whole matter arose, and also forward entire proceedings in the matter referred to as Charlewood's case.

H. ZOUCHE,
 Superintendent, Southern District.

No. 2.

Minute of Colonial Secretary.

MR. STAFFORD may be informed that, according to the report of the Inspector General of Police, he was properly dismissed.—JOHN R., 19/11/77.

No. 3.

The Principal Under Secretary to Mr. Stafford.

Sir,

Colonial Secretary's Office, Sydney, 20 November, 1877.

With reference to your letter of the 1st instant, and previous communication, addressed to the Minister of Justice and Public Instruction, concerning your dismissal from the Police Force, in which you held the position of Senior-constable, I am directed by the Colonial Secretary to inform you that, according to the report obtained on this subject from the Inspector General of Police, you were properly dismissed from the Force.

I have, &c.,

HENRY HALLORAN.

No. 4.

Mr. Stafford to The Principal Under Secretary.

Sir,

Sydney, 21 November, 1877.

With reference to your communication of yesterday, approving of my dismissal from the Police Force, I have the honor to request that you will kindly allow me a copy of the Inspector General's report in my case showing that I was "properly dismissed."

I have, &c.,

WILLIAM STAFFORD.

No. 5.

The Principal Under Secretary to The Inspector General of Police.

MINUTE.—It is not usual to furnish copies of such reports.

The Inspector General of Police may say whether he sees any special objection. 22/11/77.

Yes.—JOHN R., 22/11/77.

The Inspector General of Police, B.C., 22/11/77.—H.H.

No. 6.

3

No. 6.

The Inspector General of Police to The Principal Under Secretary.

STAFFORD has already been informed why he was dismissed. It would, I think, be a bad precedent to furnish copies of such reports. The first paragraph of my report contains briefly a statement of the case; perhaps he might be informed of its purport.

EDMUND FOSBERY, I.G.P.

B.C., 22/11/77.

May be refused.—23/11/77.

No. 7.

The Principal Under Secretary to Mr. Stafford.

Sir,

Colonial Secretary's Office, Sydney, 24 November, 1877.

In acknowledging the receipt of your letter of the 21st instant, asking for a copy of the report lately obtained from the Inspector General of Police on the subject of your dismissal from the Police Force, I am directed by the Colonial Secretary to inform you that he cannot accede to this application.

I have, &c.,

HENRY HALLORAN.

No. 8.

Petition of Mr. Stafford.

Mann's Hotel, Kent-street, Sydney, 26 November, 1877.

The Honorable Sir John Robertson, Colonial Secretary.

The Petition of William Stafford, ex-Senior-constable of Moruya Police Station.

Your Petitioner most humbly sheweth that he was dismissed from the N. S. Wales Police Force on the 7th of September last, for submitting a claim for £1 1s. travelling allowance, which claim your Petitioner considered not only reasonable but just under the circumstances he was placed by his superior at Moruya, in being compelled to keep his large rising family at Braidwood, and himself in an hotel at Moruya for seven weeks, on 7s. a day.

Your Petitioner was not called upon for any defence or explanation prior to nor since his dismissal.

Your Petitioner has been eighteen years in the Force; he has detected, arrested, and convicted, fifty offenders for felonies alone; he has conducted gold escorts for several years, and he has held the responsible positions of Mining Registrar and Gold Receiver for eight years, and the responsibility of conducting the business of the Braidwood office frequently devolved upon him, and his character for honesty of purpose, sobriety, and efficiency cannot with propriety be questioned.

Your Petitioner at the time of his dismissal was entitled to a pension of half his pay, or in lieu of pension he was entitled to receive over £200 compensation from the money deducted from his pay for the Superannuation Fund. Thus his dismissal deprives him of this money, and others will receive the benefit of it.

In view of these and other facts too numerous to mention here, your Petitioner most humbly solicits a fair and open investigation of his case by parties who will report the result of such investigation for your information and consideration.

As your Petitioner has already lost three months in seeking a fair investigation of his case, therefore your Petitioner most humbly requests an investigation as soon as convenient; and your Petitioner, as in duty bound, will ever pray.

WILLIAM STAFFORD.

The Inspector General of Police should read this.—B.C., 14/12/78, H.H.

No. 9.

The Under Secretary of Justice, &c., to The Principal Under Secretary.

COLONIAL Secretary, in reference to previous papers.—J.L., Nov., 1877.

The Principal Under Secretary, B.C., 29 Nov., 1877.—W.E.P.

[Enclosure.]

The Honorable J. Lackey, Esq., Minister for Justice, &c.

Sir,

Mann's Hotel, Kent-street, Sydney, 17 November, 1877.

With reference to my case, I have the honor to state, for your consideration, that in submitting my papers I omitted to state very important facts, which I now beg to place before you.

1. Prior to my suspension and dismissal I was not called upon for any explanation, nor was I called upon to show cause why I should not be dismissed.

2. After Mr. Sub-inspector Medley compared my claim with the Occurrence Book, and prior to my suspension, Sergeant Cornett brought me a memorandum written in pencil, and stated to me and my son that this memorandum was dictated by Mr. Medley, and if I framed a report in accordance with it and handed it to Mr. Medley the matter would be settled; Mr. Medley told him to get this done. I refused to comply with this advice, as I knew the sense of the memorandum did not contain the true facts of my case; but Sergeant Cornett persisted, and induced my wife and son to influence me to copy this memorandum and give a copy of it to Mr. Medley; thus, with a view of saving further trouble, I wrote a copy of the memorandum, and handed it to Mr. Medley, who told me to tear up the copy. I done* so. Mr. Medley then suspended me, and Sergeant Cornett collected the fragments of his memorandum and burnt them. Mr. Medley then advised me to "keep quiet, not to write one word more, to leave the case in his hands, and to trust to my superiors." I done* this on the faith of what Cornett and Mr. Medley told me; yet after extracting this statement from me, in the manner stated, and by undue influence and promises, I was dismissed, although the sentiments expressed in it are not mine. Strange this memorandum was not written in Cornett's nor in Mr. Medley's handwriting; so that there must be a third person in this plot.

* Sic.

* Sic.

3. After the Inspector General's minute, notifying my dismissal, had been read to me, I reported these and other facts to him, and earnestly solicited an immediate investigation, but I received no reply; hence it is that I was necessitated to come to Sydney to place my case in your hands.

I have a wife and four children at Moruya depending upon me, and I am now five weeks here under heavy expenses waiting for a decision, and in obtaining legal advice from an eminent barrister, which enables me to say with my own conscience (apart from precedents set by Mr. Medley and others) that I have not attempted to defraud the Government by the slight error I made in hastily making out my claim.

I have, &c.,
WILLIAM STAFFORD.

No. 10.

The Principal Under Secretary to The Inspector General of Police.
The Inspector General of Police, B.C., 14/12/77.—H.H.

No. 11.

The Inspector General of Police to The Principal Under Secretary.
I am unable to add anything to my previous reports respecting this case.

EDMUND FOSBERY, I.G.P.,
B.C., 2 Jan., /78.

[Enclosures.]

The Inspector General of Police to Superintendent Zouch.

Police Department, Inspector General's Office, Sydney, 17 December, 1877.

ALTHOUGH I can scarcely see what further report can be made in ex-Senior-constable Stafford's case, it may be desirable that Superintendent Zouch should see these additional papers, with a view to his appending his observations upon the statements therein made referring to Sub-inspector Medley for further report if necessary.

EDMUND FOSBERY, I.G.P.

Superintendent Zouch to Sub-inspector Medley.

Police Department, Southern District, Goulburn, 22 December, 1877.

MEMO.—The accompanying papers are forwarded for Mr. Medley's perusal, and for any remarks he may think fit to make upon them.

H. ZOUCHE, Superintendent of Southern District.

Sub-inspector Medley to Superintendent Zouch.

I BEG to return the whole of these papers to Captain Zouch. I can add nothing further to the reports I have already made with regard to the dismissal of ex-Constable Stafford, whose character is truly portrayed in Captain Zouch's report of 18th November, attached.

J. R. MEDLEY, Sub-inspector,
Wagga Wagga, 24 December, 1877.

Superintendent Zouch to The Inspector General of Police.

IN returning attached papers I have no further remarks or opinion to offer re ex-Constable Stafford, beyond this: that he has only himself to blame for his present position; his dissolute habits long continued, at last—as intemperance inevitably does—brought retributive punishment upon him.

H. ZOUCHE, Superintendent, Southern District.
31/12/77.

No. 12.

Minute of the Colonial Secretary.

The decision already given (19/11/77) may be sustained?

Yes; that is, that I see no reason to disturb the decision of my predecessor.—4/1/78.

No. 13.

The Principal Under Secretary to Mr. Stafford.

Sir,

Colonial Secretary's Office, Sydney, 4 January, 1878.

Referring to your letter of the 17th of November last addressed to the late Minister of Justice and Public Instruction, further respecting your dismissal from the Police Force, I am directed to inform you that the Colonial Secretary sees no reason to disturb the decision of his predecessor as conveyed to you in my communication of the 24th of November.

I have, &c.,
HENRY HALLORAN.

No. 14.

Mr. Stafford to The Colonial Secretary.

Sir,

"Hero of Waterloo Hotel," Sydney, 21 January, 1878.

Referring to your communication addressed to me by the Principal Under Secretary respecting my dismissal from the New South Wales Police Force, and further respecting my supplementary letter to the late Minister of Justice of the 17th November last, I have the honor to state that it seems plain to me that the Under Secretary designedly or inadvertently evaded the main object of my communications addressed to the late Minister of Justice and to the late Colonial Secretary, namely, what I sought to obtain (after several communications which I forwarded to the Inspector General of Police) is a fair, open, impartial inquiry into the whole circumstances which led to my dismissal, or into any other matter which could with propriety be urged against me by my superiors during eighteen years I had faithfully and efficiently

efficiently served in the Police Force as constable, sergeant, senior constable, mining registrar, and gold receiver; and my reason for having so earnestly solicited this inquiry is, because I can prove that justice was not done me, and that my treatment has been harsh and unprecedented solely through extreme malice which my accuser entertained towards me. I have received no reply to the petition I addressed, and forwarded through J. Eckford, Esq., M.P., to the late Colonial Secretary; I have not seen one word of what has been written against me before nor since my dismissal, notwithstanding that I applied for a copy of the Inspector General's report, &c.

I was not even called upon in the usual way for an explanation, although great care had been taken to induce me by promises to copy a statement sent to me as my explanation (which evidently had been dictated by my accusers), on the faith that the matter would be dropped, as nothing could be made of it; yet I regret this statement was not true, and it did not convey my honest convictions, as it was not my composition. I done* this so as not to be disobliging with my superior, yet it is now manifest that the treacherous object of this cunning intrigue was to secure my dismissal right or wrong. * Sic.

If the alleged allegations (improperly defined and interpreted) were sufficient to warrant my dismissal, my accusers need not be afraid of a fair, open, impartial inquiry into my case by any unbiassed Bench or other gentlemen who would deal or report for or against me as the case may be. Thus I submit in the name of justice and fair play that our fundamental laws and the police regulations entitle me to this inquiry.

If I had wilfully or otherwise attempted to defraud the Government of the paltry sum of £1 1s. travelling allowance, I should be put upon my trial for doing so. If this the only proper and straightforward course had been adopted, I would be in a position to defend myself before the public, but the truth in my case would not stand this test, because the manner in which travelling allowance has been drawn by officers and their favourites would be exposed to the public. "Sergeant Ford the other day lost a prisoner, he was brought before the Bench and tried"—why not try my case in the same way?

I can only add that justice was not done me, as the papers forwarded by me for further inquiry to the Inspector General, to the late Minister of Justice, and to the late Colonial Secretary, will disclose; and that if the fact of me* having submitted for the Superintendent's approval a claim for £1 1s. travelling allowance under the circumstances already stated be sufficient to cause my dismissal, my accusers and all the officers, &c., that I am acquainted with should be likewise dismissed. These facts can be readily proved. Mr. Sub-inspector Medley has to my knowledge submitted claims and received travelling allowances which were not in accordance with the allowance scales, and he has certified to claims for other members of the Force contrary to the scales in question; yet this is the gentleman who has brought about my dismissal for me* having submitted a claim which I considered just, as according to precedents set by this gentleman (under the scale of "3s. per night") I was entitled to receive, and claim £7 6s., yet I only asked for £1 1s. Surely these disclosures demand a searching investigation. Therefore, under these circumstances, I most humbly submit my case again to the Honorable the present Colonial Secretary, *whom I most humbly trust will see justice done between me and my accusers at as early a date as possible, as besides the loss of situation, compensation, or pension which I am justly entitled to, my character is at stake in the matter of my dismissal. I have, &c., * Sic. * Sic. * Sic.

WILLIAM STAFFORD.

No. 15.

Minute of Colonial Secretary.

I REGRET I do not see any grounds for granting the special inquiry prayed for.—24/1.

No. 16.

The Under Secretary, Colonial Secretary's Department, to Mr. Stafford.

Sir,

Colonial Secretary's Office, Sydney, 24 January, 1878.

In acknowledging the receipt of your letter of the 21st instant, requesting that an inquiry may be made into the circumstances which led to your dismissal from the Police Force, I am directed to inform you that the Colonial Secretary regrets that he does not see any grounds for granting the special inquiry prayed for.

I have, &c.,

M. R. ALLAN.

No. 17.

Mr. Stafford to The Colonial Secretary.

Sir,

"Hero of Waterloo Hotel," Lower Fort-street,
Sydney, 20 February, 1878.

Referring to your letter of the 24th ultimo, having reference to my dismissal from the N.S. Wales Police Force, &c., I have the honor to state, for your information, that I regret that "you do not see any grounds for granting the special inquiry prayed for"; nevertheless I may be permitted to state with great respect that I stand now before the public as a criminal, because, according to the Inspector General's interpretation, I am guilty of an attempted fraud upon the Government. No person can deny but that this is the predicament I stand in at present. Why not prosecute me for this alleged offence, if I am guilty of it, and thus afford me a fair opportunity of defending myself in the eyes of the public, whose servant I have been for eighteen years without a stain on my character? The greatest offender is entitled to a fair trial, and if I attempted to defraud the Government, I am at a loss to know why I have not been prosecuted for so doing. Thus, in view of these and other facts already stated, any person capable of discriminating between right and wrong may see that I have been victimized, through malice, by a designing man who tried to injure me on more occasions than one; and it is manifest to any intelligent person that the police authorities have in my case acted quite contrary to law, regulations, usage, and precedents in not having put me upon my trial. If this had been done I would be adjudged impartially; hence

hence it is, sir, that I have been necessitated to bring my case under the notice of the Ministers at the head of the Police Department, with the view of clearing the stigma now placed upon my character by the Inspector General's interpretation and decision.

I have, &c.,
WILLIAM STAFFORD,
Ex-Senior-constable.

No. 18.

Minute of Colonial Secretary.

ACKNOWLEDGE receipt.—22/2.

No. 19.

The Under Secretary, Colonial Secretary's Department, to Mr. Stafford.

Sir, Colonial Secretary's Office, Sydney, 22 February, 1878.

I am directed by the Colonial Secretary to acknowledge the receipt of your letter of the 20th instant, further respecting your dismissal from the Police Force.

I have, &c.,
M. R. ALLAN.

No. 20.

Mr. Stafford to The Colonial Secretary.

Sir, "Hero of Waterloo Hotel," Lower Fort-street, Sydney, 26 March, 1878.

In reference to my case, I have the honor to supplement my previous communications, that Sergeant Cornett, who was, in conjunction with Mr. Sub-inspector Medley, so instrumental in my dismissal, is now brought up before a special Commission at Moruya, on charges of drunkenness, which were reported upwards of nine months ago. Surely if Cornett has to be tried by a special Commission for simple drunkenness, why was there not one appointed in a more serious matter, and also why did not the Inspector General carry out the full course of the law in my case? Instead of which, a serious charge is decided by the Inspector General, who it appears now cannot take upon himself to decide a case of simple drunkenness, preferred against Sergeant Cornett ten months ago. Is this justice—is there not influence at the bottom of this? Is it not as fair for there to be a special inquiry in my case as in Cornett's case; am I less deserving than Sergeant Cornett? The charge against me is, according to the Inspector General's own interpretation, an indictable offence. Surely the Inspector knew this when he took upon himself to define the charge. This being so, why have I been permitted to go at large here in Sydney as an untried criminal? If I am guilty of this indictable offence, why have I been permitted to take out a license for this house under the "Sale of Liquors Licensing Act of 1862"? Please see underneath.*

I have, &c.,
WILLIAM STAFFORD,
Ex-Senior-constable.

* The attached correspondence, to the *Town and Country Journal*, in 1875, from the Braidwood correspondent, will show the services I have rendered to the public during my time in the Police Force.

Yours, &c.,
WILLIAM STAFFORD.

[Enclosure.]

Extract from the *Town and Country Journal* newspaper of 19 June, 1875.

BRAIDWOOD.

14 June, 1875.

The re-capture of Patrick Campbell.—In my account of the escape of this lad, Patrick Campbell, on the night of the 5th or morning of the 6th instant, from the gaol in this town, I surmised, unless he had taken means to aid his flight from the locality in which he was imprisoned, that he could not be far away. In this conjecture I was not at fault. The police, on the occasion of his escape, acted very systematically and energetically for the apprehension of the culprit, and the whole force stationed in this district are worthy of high commendation from the manner in which they performed their duties for the capture of Campbell; especially Senior-constable Stafford and Constable Smyth, whose generalship in so speedily apprehending the runaway may be the means of stopping the career of one who might have been led to other crimes to maintain his liberty. We have instances on record how dearly bought, both to the country and the individual, such freedom has been sustained. The way in which the capture of Campbell was effected is this:—Senior-constable Stafford and constable Smyth, who had been out at Jembaicumbene in search of a well-known vagrant in these parts, named "Dick Bent," a man who levies "black mail" upon all settlers, in the shape of poultry and vegetables, and who has been repeatedly in limbo for like offences, were returning to their station at about 1 o'clock on the morning of Friday last, the 11th instant, when an idea struck them that if they went to the top of Jellamatong mountain, which from its towering height commanded a view of several miles than those below them—not that they could see far at such an hour—they could distinguish any light or fire beneath. In their ascent, and previous to that, they searched every cranny in the mountain and immediate locality of creeks and gullies, surmising that probably Campbell might be secreted. At length they reached the summit of the mountain, and remained there some time watching for the least flicker of a flame or fire upon the country then lying in darkness below them. At about 3 o'clock they saw the flickering of a fire at some distance, as of a flame nearly exhausted trying to gain vitality. To this spot they stealthily proceeded with no little difficulty, as upon getting on lower ground they had some trouble to reach the place, as the beacon had now become obscured. However, upon getting to a spot not so thickly timbered, the emouldering embers of a fire rewarded them for their trouble. The two constables upon coming near the fire, separated, took opposite directions, and upon a given signal both rushed to the fire, in order to prevent the escape of the individual for whom they were in search. To their delight they found the lad Campbell lying down before the fire, when they speedily captured and handcuffed him. At about half-past 5 a.m. the constables reached Braidwood, and lodged their charge once more in the lockup. It would not be out of place here to give a few of the exploits in which both these constables have been engaged, as they will show that they are efficient and energetic officers, and deserving of this notice, if not of a greater reward. Constable Smyth, who is an experienced officer, was stationed at Nerrigundah at the time the bushranger Clarke and his gang stuck-up that township in 1866, when Smyth and his brother-officer, O'Grady, encountered those desperadoes. In the affray one of the gang (Fletcher) was shot, and likewise poor O'Grady lost his life. Smyth was afterwards removed to Araluen, at which place he

he has shown himself to be an efficient officer. It is lately that he has been stationed at Braidwood, and this capture has again proved his efficiency. In 1862 Senior-constable Stafford came from Goulburn to this district, and was sent to take charge of the police station at Jingera. During the time Stafford was stationed there he captured no less than twelve notorious offenders, nine horse and cattle stealers, and three for highway robbery under arms, the whole of whom were convicted. In 1863 Stafford was transferred to this township, at which place he was very diligent in the arduous duties he had to perform, instanced by the several clever captures and convictions, the recovery of several stolen horses and other property of miners and settlers in this district, which had been stolen by the Jingera mob. It was also this constable who arrested the notorious Tommy Clarke upon three distinct charges of highway robbery, whom he lodged in the Braidwood Gaol, from which place of confinement he escaped. To this circumstance we may attribute the bushranging, highway robbery, and murder in this district, the theme of which facts will last long in the annals of the country. Stafford had charge of the Araluen station in 1865, at which place he captured and convicted five for horse and cattle stealing, and five for other felonies. While stationed at this place he had two encounters with the bushrangers, under great disadvantages, and narrowly escaped being shot by them. Although unsuccessful in effecting a capture of those notorious characters, he has shown as much courage and worked as assiduously as those to whose lot the capture fell. Stafford had charge of Mongarlowe in 1867, at which place he captured and had convicted four cattle-stealers, one horse-stealer, and eight for other felonies. Upon the removal of Sergeant Duffy to Berrima in 1874, Stafford was transferred to Braidwood township, and now, in conjunction with constable Smyth, has recaptured the prison-breaker Campbell. It is but justice that I should add that Stafford has suffered losses in the zealous discharge of his duty. He was muled in the sum of £40 and damages, by an action brought against him for false imprisonment, and recently had stolen from him a spring-cart, valued at £20. It is supposed that this was done by a man named Flanagan, who was convicted of cattle-stealing, and who, upon returning to this district, stole the cart and burnt it in the bush. For the services Stafford has performed and the losses he has sustained in discharging his duties to the public, some recognition and recompense should be made him by the Government. Reverting again to Campbell, while away from his quarters in the gaol, he appears to have taken care of the inner man by living upon poultry, &c., which he helped himself to from the farmyards of the settlers about Gellamatong. Mr. Patrick Cahill lost two fine sucking-pigs; the remains of one were found near the fire where Campbell was caught. The visiting magistrate of the gaol (J. W. Bunn, Esq.), has fully committed Campbell for trial at the general sessions to be held next month, upon the additional charge of prison-breaking. There cannot be a doubt but that he will be allowed less liberty now than before his escape.

No. 21.

Mr. Stafford to The Colonial Secretary.

Sir,

"Hero of Waterloo Hotel," Lower Fort-street, Sydney, 3 April, 1878.

In reference to my dismissal from the Police Force, and to my previous correspondence under that subject, therefore I have the honor to enclose herewith for your perusal, &c., letters of character from the leading and intelligent Magistracy of the Braidwood and Moruya Districts, with the view that these letters will be laid on the Table of the Legislature with the other correspondence called for in my case. I may be permitted to observe that I have served sixteen years under the immediate surveillance of the Braidwood Magistracy, who had a better opportunity of knowing my character and worth than the Inspector General (who is principally guided by indirect hearsay, and this very often from malicious persons). This being so, conclusions are often jumped at as in "Burns' case."

I have, &c.,

WILLIAM STAFFORD,
Ex-Senior-constable,

[Enclosures.]

W. S. Caswell, Esq., P.M., and W. F. Flanagan, Esq., J.P., to Mr. Stafford.

Sir,

Moruya, 22 March, 1878.

In reply to your communication of the 19th instant, requesting a certificate of character from us, we beg to state that your stay at Moruya was too short to allow us to speak definitely as to your general character, but while you were in charge of the police here you were active and efficient, and evinced a warm desire to carry out all duties connected with the Police Court.

Your obedient servants,

W. STEWART CASWELL, P.M.
W. F. FLANAGAN, J.P.

St. Omer's, 23 March, 1878.

DURING the time that S.-C. Stafford was stationed in this district he always seemed to me both a zealous and efficient officer. He was instrumental in bringing several offenders to justice. In some of the cases the investigation and tracing of evidence must have required great acuteness as well as time.

J. W. BUNN, J.P.

Braidwood, 23 March, 1878.

I CERTIFY that I have known William Stafford as Senior-constable in the Braidwood District for some years. He appeared to me to be active and zealous in his attention to his police duties.

J. H. GRIFFIN, J.P.

Braidwood, 25 March, 1878.

I HAVE known Senior-constable William Stafford about sixteen years, and during that time he has been very energetic in the performance of his duties. My opinion is that we never had a more efficient officer in this district.

JAS. LARMER, J.P.

W. F. Gordon, Esq., J.P., to Mr. Stafford.

Sir,

Manar, 26 March, 1878.

I am in receipt of yours 19th inst., asking me to forward you a character respecting what I know of your efficiency and conduct as a police officer during the time I have known you in the Braidwood district. I can only say I have much pleasure in complying with your request, in saying, as far as I myself am personally concerned, that I have never known you any other but thoroughly efficient in your duties as a good police officer, and at the same time, your conduct, as far as I know, has at all times been good.

I am, &c.,

WILLIAM F. GORDON, J.P.

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

DISMISSAL OF WILLIAM STAFFORD FROM POLICE
FORCE.

(CORRESPONDENCE, &c.)

Ordered by the Legislative Assembly to be printed, 12 April, 1878.

FURTHER RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 27th March, 1878, A.M., That there be laid upon the Table of this House,—

“Copies of all Correspondence, Reports, and Minutes thereon, that may have taken place with the Colonial Secretary, the Inspector General of Police, and Superintendent Zouch, during 1877, and to date, in reference to the dismissal from the Police Force of William Stafford; also, all Reports and Minutes thereon, having reference to an application made by Constable Harrison, of Moruya Station, to Sub-inspector Medley, for leave to accompany Chinese Informer in the Braidwood District during 1877.”

(Mr. Macintosh.)

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DISMISSAL OF WILLIAM STAFFORD FROM POLICE FORCE.

No. 1.

Constable Harvison to Sub-inspector Medley.

Police Station, Moruya, 21 July, 1877.

CONSTABLE Harvison (No. 2,202) respectfully begs to report, for the information of his sub-inspector, that it has come to the constable's certain knowledge the fact that in many parts of this sub-district great fraud upon the revenue is being carried on by persons secretly selling spirituous liquors without a license, the greater portion of this work being done under cover of "wine shops."

Therefore, the constable requests permission to go in plain clothes through the sub-district, with full control over his own movements, in order to check (to some extent) this state of illicit practices. If the constable is permitted to do so he is quite confident of obtaining convictions.

R. H. HARVISON,
Const.

No. 2.

Senior-constable Stafford to Sub-inspector Medley.

FORWARDED for Mr. Sub-inspector Medley's consideration. There are two or three reputed shantys in this district, and the police here are doing all in their power, in conjunction with a Chinaman, who has voluntarily tendered his services to the police with a view of getting half the rewards if convictions be obtained. This Chinaman would accompany Constable Harvison; of course Harvison can go on this duty in plain clothes in this district without obtaining leave from Mr. Sub-inspector Medley, but he cannot go into another district on this duty in plain clothes without special permission to do so.

WM. STAFFORD,
S. Constable.

No. 3.

Sub-inspector Medley to Superintendent Zouch.

FOR the information of Captain Zouch. Under the amended Colonial Wine Act, when the police suspect "sly grog" selling is carried on, they may enter any place licensed under the Act and search for spirits, &c. I presume Captain Zouch will agree with me that the employment of police in disguise, to tempt persons to sell grog and thus break the law, hardly comes within the compass of their duties, and I think if the practice was carried out it would tend to degrade the Force.

J. R. MEDLEY,
Sub-inspector.

Braidwood, 26 July, 1877.

No. 4.

Superintendent Zouch to Sub-inspector Medley.

MR. Medley is referred to General Order No. 15, dated 19th May, 1863, which fully deals with this question, and by which he will see that police are not to assume disguises for such a purpose. Senior-constable Stafford, whose remarks are as ignorant as they are offensive and impudent, should after his long service have known better.

H. ZOUCHE,
Supt., Southern District.

Goulburn, July 27th, 1877.

No. 5.

Sub-inspector Medley to Senior-constable Stafford.

FOR Senior-constable Stafford's information I forward copy of the order referred to by Captain Zouch, for the information of the Moruya Police; and Sen.-constable Stafford will take care that the order is shown to the police.

J. R. MEDLEY,
Sub-inspector.

Braidwood, 30th July, 1877.

[Enclosure to No. 5.]

Memo. of The Inspector General of Police.

Police Department, Inspector General's Office, Sydney, 19 May, 1863.

No. 15.—General order—Sly Grog Selling.

ALTHOUGH it is undesirable that members of the Police Force should by disguises and other means gain evidence to enable them to obtain convictions of parties engaged in the unlicensed sale of spirituous liquors, as thereby they impair their efficiency for more important duties, yet at the same time it is necessary that some assistance should be afforded by the police to protect the revenue and licensed publicans, by checking the public nuisance and offences caused by the sale of liquors in unlicensed houses.

Many complaints on this subject have been received by the Government, not without reasonable grounds for the same, and it becomes necessary that members of the Police Force should be instructed that short of procuring evidence in the manner referred to above, they should use every means in their power to ensure the conviction of parties so offending, either by assisting those who may be willing to give evidence or prosecute, or by giving evidence themselves before the Court, so far as their own observations enable them to affirm.

Further, that in accordance with the provisions of the 25th of Victoria No. 14, secs. 51, 52, and 53, the Police should, when they are in a position to do so, prosecute parties engaged in the unlicensed sale of liquors, adducing the proofs required by law, and also prosecute persons keeping reputed disorderly houses, as authorized in the Acts referred to.

JOHN McLERIE,
Inspector General of Police.

No. 6.

3

No. 6.

Senior-constable Stafford to Sub-inspector Medley.

ADDITIONAL reports attached, from Senior-constable Stafford and Constable Harvison, for the Superintendent's information.
1/8/77.

WM. STAFFORD,
Senior-constable.

[Enclosure 1 to No. 6.]

Constable Harvison to Superintendent Zouch.

Police Station, Moruya, 1 August, 1877.

CONSTABLE HARVISON (No. 2,202), being called on by Senior-constable Stafford for a report for the information of his Superintendent, respecting the constable's application of the 21st ultimo, respectfully begs to state that the orders the constable received from Senior-constable Stafford were as follows:—The constable was to proceed in plain clothes in company of the informants to within a short distance of the place complained of, at which place the constable was to search them, leaving only 2s. in their possession to pay for spirits. The constable was to watch them go into suspected places, and when they came out he was to ride up and ascertain if they had liquor in their possession.

These were the orders the constable received, and which he has since carried out in the Police District of Moruya; in one instance the constable has been successful and an information has been lodged against the offending person. It was not the constable's intention to disguise himself to tempt persons to sell grog and thus break the law, but to afford the informers every assistance in his power to prosecute such cases. The idea which induced the constable to make application to go through the sub-district originated with himself.

R. H. HARVISON,
Constable.

The constable begs to add as a reason for his making his application, that a spirit of indignation on the part of the publicans here exists against the police for not suppressing the illicit sale of spirituous liquors in the district.—R. H. HARVISON,
Constable.

[Enclosure 2 to No. 6.]

Senior-constable Stafford to Superintendent Zouch.

Moruya Police, 1 August, 1877.

SENIOR-constable Stafford most humbly and respectfully begs to report for Captain Zouch's information with respect to the words *underlined* thus in the senior-constable's remarks of the 23rd ultimo, in his forwarding Constable Harvison's own spontaneous application for *permission to travel with the Chinaman informant through this sub-district*, the senior-constable did not intend to convey the meaning now put on those words. What the senior-constable meant was simply this: That Harvison could accompany the informant in plain clothes, and if the suspected persons sold the informant spirits, Harvison, by acting in the manner stated in his attached report, would be a material auxiliary and corroborative evidence with the informant, and the constable's doing so could not in any way tempt persons to sell grog and thus break the law, and his doing so in this way, in the senior-constable's opinion, would not degrade himself nor the Police Force, because he could not have anything to do with the sale, as that would be solely left to the informer and the seller; therefore his going in plain clothes could be no disguise to tempt a sale, as his instructions would be to keep out of sight of the suspected house. This is the reason for the senior-constable stating that Harvison could go in plain clothes in this district, meaning the Moruya District; at the same time the senior-constable intimated that he would not allow Harvison to go into another constable's district without having first obtained special permission from Mr. Medley to do so. This is the sense the senior-constable meant to convey, and this is the sense which is couched in the senior-constable's brief remarks.

With respect to the attached circular, No. 15, the senior-constable begs to state that he is thoroughly conversant with its meaning, since it was issued in 1863, and as may be seen by the instructions mentioned in Harvison's attached report, that it is manifest it was the senior-constable's intention to carry out its provisions to the letter. And with respect to the amended Wine Act, 40 Vic. No. 7, the senior-constable begs to state that he thoroughly understands the power given to the police under that Act, but Constable Harvison did not confine himself to persons holding wine licenses, and the person who since sold spirits to the informer does not hold a wine license.

Mr. Superintendent Singleton, of Albury, and Mr. Sub-inspector Brennan, of Yass, adopted the same course in like cases in their districts as the senior-constable and Harvison intended, when the senior-constable wrote his memo. of the 23rd ultimo, and which the senior-constable has since adopted at Moruya. The senior-constable can quote the cases referred to if necessary.

The Chinaman informant put himself in communication in the first instance with the Police Magistrate and publicans here, who instructed and advised him to put himself in communication with Senior-constable Stafford. Thus the senior-constable was necessitated to afford him police assistance in the manner stated.

Thus, in view of these facts, the senior-constable respectfully hopes that his Superintendent will freely exonerate him from ignorance of his duty, &c., in this matter.

So as to fully clear up this matter for the satisfaction of the Superintendent, the senior-constable purposes sending a copy of the depositions in the case now pending, for Captain Zouch's perusal and information.

WILLIAM STAFFORD.

No. 7.

Sub-inspector Medley to Superintendent Zouch.

For Captain Zouch's information.

Braidwood, 3 August, 1877.

J. R. MEDLEY,
Sub-inspector.

No. 8.

Memorandum of Superintendent Zouch.

SENIOR-CONSTABLE Stafford had then been but two months at Moruya. This is something more than a suggestion.

H.Z.

No. 9.

Sub-Inspector Medley to Sergeant Cornett.

Police Office, Braidwood, 25 August, 1877.

SERGEANT Cornett will inform me as to the distances between Moruya and the various places mentioned in the attached claim of Senior-constable Stafford for night allowance.

J. R. MEDLEY,
Sub-inspector.

No. 10.

No. 10.

Memo. from Sergeant Cornett to Sub-inspector Medley.

Police Station, Braidwood, 25 August, 1877.

SEGT. Cornett begs to state, in compliance with Mr. Sub-Inspector Medley's memo. of the 25th instant, that the following is the distances between Moruya and the various places named in the attached claim of Senior-constable Stafford for night allowance, viz. :—

Tuross	10 miles.	Broulee Heads	10 miles.
Burro	7 "	Cooper's Island	12 "
Bodalla.....	20 "	Broulee Heads	10 "
Merricumbene.....	25 "	Mago	12 "
Benga Benga	12 "	Burro	7 "
Bergalia	5 "		

JAS. CORNETT,
Sergeant.

No. 11.

Sub-inspector Medley to Superintendent Zouch.

Police Office, Moruya, 31 August, 1877.

I BEG to return to Captain Zouch Senior-constable Stafford's claim for night money, quarter ending 30 June, with extracts from the Moruya duty-book of the duties performed by the senior-constable on the dates for which he has claimed night money, statements from Sergeant Cornett and Senior-constable Stafford, and report from Sergeant Cornett, showing the distances from Moruya of the places mentioned in the night allowance claim where the senior-constable states he halted.

In accordance with instructions from Captain Zouch, I have made careful inquiry into this matter, and can come to no other conclusion than that the night money claim submitted by Senior-constable Stafford for the quarter ending the 30th June, 1877, is a false one.

Not one of the places mentioned under head "where claimant halted," &c., did the senior-constable stop at for the night.

Under the head of "Nature of duty on which engaged," six entries are made of "summons serving." No such service was performed, as no summonses were issued for any persons residing at or near these places.

June 1st to 2nd a claim is made for "summons serving" at Bodalla; by the senior-constable's admission to me he was never at that place; again, June 6th to 7th, "summons serving at Merricumbene," he was not there. (*Vide* duty-book copy); 6th June, "horse ridden 30 miles"; 7th June, "horse resting"; how did he get back from Merricumbene?

I will now call Capt. Zouch's attention to three more entries:—31st May to 1st June, "Burro"; 26th to 27th June, "Burro." This place is only 7 miles from Moruya. 10th to 11th June, "Bergalia—inquest inquiry." This is true, but this place is only 5 miles from Moruya.

On reference to Senior-constable Stafford's statement (marked No. 1), it will be seen that the excuse he offers for submitting this claim is that he was under great expense whilst waiting at Moruya for the quarters, and having to remove his family from Braidwood to that place.

I have suspended Senior-constable Stafford, as Captain Zouch is already aware (by telegram), pending the decision that may be arrived at in this case, and in the meantime I have placed Constable Williams in charge of the station.

I have, &c.,

J. R. MEDLEY,
Sub-inspector.

[Enclosure 1 to No. 11.]

N.S.W. Police—Quarterly Claim for Travelling Allowance.

Southern District, Moruya Station, 18

SENIOR-SERGEANT Stafford (No. 588) begs to tender his claim for travelling allowance, as under, to which he considers himself entitled, for the quarter ending 30th June, 1877.

Periods.		No. of Nights.	Places to be specified in detail where claimant halted for the night away from Police Station.	Nature of duty on which engaged.	Amount.
From	To				
May 15	May 16.....	1		Inquiry	£ s. d.
" 26	" 27.....	1	Tuross	Summons serving.....	0 3 0
" 31	June 1.....	1	Burro	Do.	0 3 0
June 1	" 2.....	1	Bodalla.....	Do.	0 3 0
" 6	" 7.....	1	Merricumbene	Patrol	0 3 0
" 8	" 9.....	1	Benga Benga	Inquest inquiry	0 3 0
" 10	" 11.....	1	Bergalia.....	Summons serving.....	0 3 0
" 13	" 14.....	1	Broulee Heads	Patrol	0 3 0
" 17	" 18.....	1	Cooper's Island	Summons serving.....	0 3 0
" 20	" 21.....	1	Broulee Heads	Patrol and inquiry	0 3 0
" 23	" 24.....	1	Mago.....	Summons serving.....	0 3 0
" 26	" 27.....	1	Burro		
		11		Total	£ 1 13 0

(Station, Araluen.)

WILLIAM STAFFORD,
S.C. (Signature of Claimant.)

I hereby certify the above claim to be correct,—WILLIAM STAFFORD, S.C., in charge of Station.

The Superintendent of Police in charge, Southern District.

NEW

NEW SOUTH WALES.

Scale of allowances to members of the Police Force.

	Officers. s.	Men. s.
<i>Travelling.</i>		
When travelling on duty out of their districts, for each night absent, but not for more than one night consecutively at any one station ...	7	3
When travelling on duty within their districts, or away from the same, if compelled to stop the night at an inn, where there is no Police Station ...	7	3
When regularly employed on gold escort duty on main lines ...	} Double pay for each night on the road.	}
Do. on branch escorts, for each night on the road ...			7	3
Lodging allowance, when stationed temporarily at places where no Police quarters are available ...	5	2

The above allowances are not payable to any Member of the Force during water passages, nor when attending as witnesses at Courts.

[Enclosure 2 to No. 11.]

REPORT of strength and duty performed by Police and horses at Station, week ending day of 187

MEN.									
Register Number.	Name.	Rank.	Sunday.	Monday.	Tuesday.	Wednesday.	Thursday.	Friday.	Saturday.
S.C. 588	S.-cons. Stafford	S.C.	10 June. To Bergalia. Inquiry, 5 p.m.		31 May. Station. Town duty, 11 a.m. to 1 p.m.	6 June. Merri- cumbene. Summons serving.		1 June. To Bodalla. Inquiry, 4 p.m.	26 May. Tuross Lake. Summons serving.
			17 June. To Heads, boat, patrol, and inquiry.		Town duty, 8 to 12 p.m.	13 June. Broulec Heads. Inquiry.		8 June. To Benga. Summons serving.	
			27 May. Town duty, 7 to 11 p.m.	11 June. Returned to station.	26 June. Station. Court and town duty, 7 to 11 p.m.	20 June. To Cooper's Island. Inquiry.	14 June. Returned to Station 10 a.m.	2 June. Returned 10 a.m. Town duty, 7 to 10 p.m.	23 June. To Mago. Patrol.
			24 June. Town duty, 10 a.m. to 1 p.m., 7 to 10 p.m.	18 June. Patrol, Araluen Road.		7 June. Station duty.	21 June. Town duty, 7 to 11 p.m.		9 June. Station and town duty. 7 to 11 p.m.

HORSES.									
Rank.	Sunday.	Monday.	Tuesday.	Wednesday.	Thursday.	Friday.	Saturday.	No. of Rations of Forage drawn during the week.	Remarks.
	10 June. Ridden 10 miles.			6 June. Ridden 30 miles.	31 May. Resting.	1 June. Ridden 22 miles.	26 May. Ridden 20 miles.		
				13 June. Resting and ridden 20 miles.		8 June. Ridden 25 miles.	27 May. Resting.		
	17 June. Resting.	11 June. Ridden 10 miles.	26 June. Resting.	20 June. Ridden 20 miles.	14 June. Ridden 15 miles.		23 June. Ridden 20 miles.		
				7 June. Resting.	21 June. Resting.		2 June. Ridden 20 miles.		
	24 June. Resting.	18 June. Ridden 12 miles.		27 June. Resting.			9 June. Resting.		

I hereby certify that the above is a true copy of the duty taken from the duty-book at Moruya Police Station on the 20th August, 1877.

JAS. CORNETT,
Sergeant.

[Enclosure

[Enclosure 3 to No. 11.]

Senior-constable Stafford to Sub-inspector Medley.

Moruya Police, 30 August, 1877.

SENIOR-constable Stafford begs to state, for the information of Captain Zouch and Mr. Sub-inspector Medley respecting the night money claimed, submitted to and scrutinized by Mr. Sub-inspector Medley, and which Senior-constable Stafford was under the impression that he was fully justified in claiming,—should Captain Zouch and Mr. Sub-inspector Medley consider the claim not a just one, Senior-constable Stafford can only impress upon these gentlemen the fact, that at the time he was under very heavy expense, having to keep himself in a public-house here and the removal of his family from Braidwood.

The senior-constable is quite willing to leave the matter in the hands of Captain Zouch and Mr. Sub-inspector Medley. If the senior-constable had not slept in the Barrack which, as Mr. Medley knows, affords very disagreeable accommodation, the senior-constable would be allowed £4 18s. night allowance.

Under these circumstances the senior-constable hopes that his explanation will meet the approval of his superiors, as because waiting for the quarters here and the removal of his family cost the senior-constable more than he could at that time well afford, and it was solely on these grounds that he submitted his claim for £1 16s.

WM. STAFFORD,
Senior-constable.

[Enclosure 4 to No. 11.]

Senior-constable Stafford to Sub-inspector Medley.

Moruya Police, 30 August, 1877.

SENIOR-constable Stafford begs to add to his statement of this date that he forgot to add to his statement that any discrepancy which may appear in his claim for night allowance and his duty return arose through the senior-constable's mind at the time he made out his night allowance sheet being upset through other reports, which he had to answer to at the time, as also through his removing his family at the time, and the returns being late, as the senior-constable could not attend to them before the 10th July.

The quarterly returns should be forwarded on the 4th of the ensuing month; hence it is that the senior-constable forwarded these returns direct to Captain Zouch so as to save time, and not through any discourtesy to Mr. Sub-inspector Medley.

WM. STAFFORD,
Senior-constable.

[Enclosure 5 to No. 11.]

Police Station, Moruya, 31 August, 1877.

SERGEANT Cornett makes the following statement in the presence of Senior-constable Stafford:—The document handed to me by Sub-inspector Medley is Senior-constable Stafford's claim for night allowance for the quarter ending 30 June, 1877. The claim amounts to £1 16s.; one night has been struck off for Araluen Station—making claim £1 13s.

The other document handed to me is a copy of the duty returned and performed by Senior-constable Stafford on the various dates named in the night allowance claim above referred to; it is in my handwriting; I copied it from the Moruya duty-book. The various dates were called from the night allowance claim by Mr. Sub-inspector Medley; and I entered the various duties performed by Senior-constable Stafford, in accordance with the records in the duty-book. All this was done in the presence of Senior-constable Stafford, Constable Williams, and Constable Harvison. Mr. Medley called Senior-constable Stafford's attention to each date and item, as it was called out, and it was compared with the duty-book.

The entries for the various duties claimed for in the night sheet do not agree with the duties recorded in the duty-book, as performed by Senior-constable Stafford. Mr. Sub-inspector Medley pointed out the difference between the entries made in the duty-book and the entries made by Senior-constable Stafford in the night sheet. Senior-constable Stafford could not account for the entries referred to in the night money claim. The only explanation Senior-constable Stafford could give when questioned by Mr. Medley was, that he considered that he was entitled to the claim he submitted, as being under heavy expense, through his having to remove his family from Braidwood to Moruya on transfer.

Mr. Medley questioned Senior-constable Stafford as to whether he (Stafford) stopped at any of the places named in the night sheet, under the heading "Places to be specified where claimant halted, &c." Senior-constable Stafford said he did not halt at any of the places named, but returned to his station during the night.

By Senior-constable Stafford: You were at least seven weeks at Moruya before you were able to remove your family from Braidwood, as the quarters at the former place were not vacant. You slept in the barracks, but boarded at a public-house during the whole of the time.

I am living in private quarters at Braidwood with my family at present; I have made no application for an allowance to cover the expense that I have been under for the removal of my family from Moruya to Braidwood; but I intend to do so for the time I am out of quarters at Braidwood.

You told me on one occasion that if you had slept out of quarters the Superintendent would have allowed you 2s. a night; this conversation was in reference to the time you were waiting for the quarters at Moruya.

Witness—J. R. MEDLEY, Sub-inspector.

JAMES CORNETT,
Sergeant of Police.

No. 12.

Senior-constable Stafford to Superintendent Zouch.

Police Station, Moruya, 3 September, 1877.

SENIOR-constable Stafford having written hastily his report of the 30th ultimo, before he had any idea or knowledge of his suspension, as Mr. Medley was standing waiting for it, thus he begs to supplement that report with the following facts:—

That out-station men halting at Braidwood station have slept in the barrack there, for which they tendered their claim and received night allowance. Likewise, constables halting at Araluen and at other stations have also invariably tendered their claim and received night allowance, notwithstanding that they have slept in those barracks, because they were under extra expense; and if the senior-constable had not slept in the barracks here while he was waiting seven weeks for the quarters he was entitled to, he would be entitled to receive £4 18s. for night allowance; thus by the senior-constable having slept in the barracks, the Department has gained £3 2s., as the senior-constable only made a claim for £1 16s. to cover expenses, and which he considered he was entitled to on these grounds, viz., that he was under double expense on the days mentioned in his night sheet, as he was on duty during the day and did not return till late at night, and as he had to pay by the week for his board in a public-house and keep a large family at Braidwood, and on the days he was out on duty he had to pay for meals, and there was no abatement in the public-house. The senior-constable has not even charged the Department for the conveyance of his regulation box, which would cost at least 20s., nor for whatever nights the senior-constable may have been absent from Braidwood in the early part of that quarter. The senior-constable had not even the police coach and horses to remove his family, &c. By these facts it will be seen that the senior-

senior-constable has not made any undue charge or claim upon the Department, and that all the senior-constable has done under those circumstances is that he returned for £1 16s. to cover some of these heavy extra expenses. Thus, under the circumstances the senior-constable considers his claim just, and this being evidently so, he thinks it matters little as to what dates and duty he submitted, and his books are kept as Sergeant Cornett kept them.

In making out the senior-constable's night sheet (he having been late with the returns), he did so hurriedly and from memory; hence the discrepancy in dates respecting the days he was absent, &c. When the senior-constable received Captain Zouch's cheque for his claim, it being disputed, the senior-constable handed it to Mr. Medley.

WILLIAM STAFFORD,
Senior-constable.

For the information of Captain Zouch.—B. H. MEDLEY, Sub-inspector, Braidwood, 6th September, 1877.
Received by post on the 17th instant.—H.Z., S.D.

No. 13.

Telegram from Senior-constable Stafford to Superintendent Zouch.

4 September, 1877.

Posted important report my case, please wait decision till received.

W. STAFFORD, S.C., Moruya.

No. 14.

Memo. from Superintendent Zouch to The Inspector General of Police.

I TAKE it to be quite unnecessary, in submitting this report of Mr. Medley's and attached papers, to offer any comment on the glaring and deliberate design—evidenced as well as admitted—made by Senior-constable Stafford, to obtain money by false pretences, only equalled by the unparalleled effrontery of his attempted palliation by the plea set forth in defence.

H. ZOUCHE,
Superintendent, Southern District, 5/9/77.

No. 15.

Telegram from Inspector General of Police to Superintendent Zouch.

Sydney, 6 September, 1877.

Re Stafford, forward defaulters' sheet, for there is no course open but dismissal. Is that your recommendation?

E. FOSBERY,
Inspector General of Police.

No. 16.

Memo. from Superintendent Zouch to The Inspector General of Police.

6 September, 1877.

HEREWITH I forward Stafford's defaulters' sheet. Nothing short of dismissal, I consider, will meet his gross offence. His conduct recently has been troublesome and unsatisfactory.

H. ZOUCHE,
Superintendent, Southern District.

[Enclosure to No. 16.]

NEW SOUTH WALES POLICE.

Defaulters' Sheet.

Register No.	Name.	Dates of Appointment.				Age.	Height.		Eyes.	Hair.	Complexion.	Country.	Single or Married.	Calling.	Religion.	Remarks.
		Cons.	Sen.-Cons.	Serg.	Sen.-Serg.		ft.	in.								
588	Stafford William	1860. 8 Mar.	1862. 1 Aug.	1865. 1 Aug.	...	28	6	Blue	Black	Dark	Ireland.	M.	Irish Police.	Roman Catholic.	
Date.	Offence.	By whom reported.		Plea.	Evidence.	Decision.	By whom (Signature).		Remarks.							
1864. 29 Feb.	Bringing unfounded charges against Senior-constable Graham of drunkenness. Evidence taken on oath by Inspector Battye, and depositions forwarded to the Inspector General.						Reprimanded—Inspector General.		From circumstances that have since come to my knowledge and subsequent experience of Senior-constable Graham's character (since dismissed), I am of opinion that the above reprimand was not deserved by Sergeant Stafford.							
1866. Jan.	Neglect of duty in not having sold as instructed certain property of prisoners Willice and Ware.	Prisoner G. Ware, and others.			His own reports and those of Sergeants Cleary and Costello.		Severely reprimanded by Superintendent and Inspector General of Police.		J. W. ORRIDGE, Superintendent, 20/10/65. J. W. ORRIDGE, Supt.							

Date.	Offence.	By whom reported.	Plea.	Evidence.	Decision.	By whom (Signature).	Remarks.
1869. 28 July	During the course of an investigation held at Mongarlowe, by Superintendent Orridge, into charges of gross misconduct preferred by Sergeant Stafford against Mounted-constable Lynch, and in which the papers were referred to the Inspector General for decision, the Inspector General ordered Lynch's dismissal, and directed Sergeant Stafford's reduction to the rank of senior-constable, as he considered him not free from serious blame, and from all the circumstances unfit to hold the rank of sergeant. (I. G. P's. minute, No. 69-135, 28 July, 1869.)				Reduced to rank of senior-constable.	The Inspector General of Police.	Reduced pay from 1st Aug., 1869.
1874. Sept.	Drunkenness on duty.	Inspector Sanderson.	Not guilty.	Letters from several persons produced.	Not proven, but Senr.-const. Stafford removed to Braidwood, to be under officer's immediate observation.	Superintendent Zouch.	
1876. May	Neglect of duty.	Constable Armstrong and Senr.-const. Wells.	Not guilty.	Sen.-const. Wells, Const. Armstrong, and others.	Not proven.		
1876. June 27	Being disguised in drink on duty.	Senior-constable Wells and Constable Berry.	Not guilty.	Senr.-const. Wells, Const. Berry, Const. Smyth, and several letters from civilians.	Case not proven.		
1877. Aug. 25	Attempting to defraud the Government by obtaining money by false pretences.	Sub-inspector Medley.	Guilty.	Occurrence-book, Sub-Inspector Medley, and Sergeant Cornett.	Reduced and dismissed.	Inspector General of Police.	H. ZOUCH, Sup. South District, 6/9/77.

H. ZOUCHE,
Superintendent, Southern District,
17 September, 1877.

No. 17.

The Inspector General of Police to Superintendent Zouch.

7 September, 1877.

THESE reports and papers disclose such a deliberate attempt on the part of Senior-constable Stafford to defraud the Government, that (apart from the consideration that he has previously been ill-conducted) I have no alternative but to direct his reduction and dismissal from the service.

EDMUND FOSBERY,
Inspector General of Police.

No. 18.

Superintendent Zouch to The Inspector General of Police.

REDUCED and dismissed accordingly.

H. ZOUCHE,
Superintendent, Southern District.

No. 19.

Ex-constable Stafford to The Inspector General of Police.

Sir,

Moruya, 14 September, 1877.

I beg to report that Sergeant Cornett (No. 10), received about £3 night allowance for quarter ending 31 March, 1877, and he told me himself, in the hearing of a second person, that during his time in the district he was only one night absent in the bush. The duty-book here does not show where Sergeant Cornett was absent on any particular night in March quarter, and his horse drew his usual allowance of forage daily at the station; thus, the night allowance sheet when compared with the duty-book, &c., will not correspond; therefore, let Sergeant Cornett be put to the test of proving where he slept every night he has returned for in March quarter, &c.

Sergeant Cornett also told me that while Senior-constable M'Clelland was at Nerrigundah he did well by sending in claims for night allowance; therefore, let M'Clelland be put to the test of proving where he has slept for every night for which he received night allowance for March quarter, &c., so that if Cornett is to be believed, M'Clelland and himself have done more than what I have been dismissed for. Cornett said in the hearing of witnesses that "all of us done what you (myself) did," but I was singled out.

Mr. Medley put me to the test of proving where I slept every night I returned for. Thus, let Cornett and M'Clelland be put to the same test as I was put to.

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As I have been dismissed for what has been invariably done by others in this district (who were under no extra expense), I beg to request that the Inspector General will grant an inquiry, not to be conducted by Mr. Medley, and at which I will be permitted to be present, as he would certainly baffle justice being done to me; as proof of this Mr. Medley told me "it did not matter what other men done—he was told that I spoke indifferently of him."

I have, &c.,

WILLIAM STAFFORD.

I can prove that while speaking of my troubles that Sergeant Cornett said, in the hearing of myself and others—"Why did you not do as I done when I was here—stop at home and take it easy and draw your cheque. I was out only one night the whole time I was here."—WILLIAM STAFFORD.

No. 20.

Senior-constable Stafford to The Inspector General of Police.

Moruya, 15 September, 1877.

Sir,

I beg to report, for your information, that my report of the 30th ultimo, having reference to my claim for night allowance for June quarter, is not my sentiments on the matter, as Sergeant Cornett brought me a copy of it and stated to me and three others "that it was dictated by Mr. Sub-Inspector Medley and that, if I framed my report in accordance with his copy, Mr. Medley would settle the whole matter with the Superintendent; he knew this as Mr. Medley had told him so." I declined to accede to Sergeant Cornett's advice, but he persisted, and influenced my wife and son to induce me to submit a copy of his memorandum before I was called upon for my defence. Thus I copied Cornett's memo., and handed it to Mr. Medley, who told me to tear up the copy, which I did. Mr. Medley then suspended me, and Sergeant Cornett gathered up the fragments of his memo. and burnt them. Mr. Medley then advised me to take his advice, to keep quiet, and not to write one word more, to leave the matter in his hands, and to trust for once to my superiors. I have done this, yet I was dismissed from the Force after having faithfully served eighteen years. After I was suspended I requested Mr. Medley (through Constable Williams) to allow me to withdraw the copy of Sergeant Cornett's memorandum, which I handed to Mr. Medley prior to my suspension, but I was refused. After this I made two statements, one of which was posted here on the 5th instant, and could not have reached your office at the time I was dismissed, although I sent a telegram to the Superintendent that it was posted here. This statement would show the grounds I had in submitting my nominal claim to cover some of my extra expenses. I can prove that I was told Mr. Medley said some months since that "he would have me dismissed—he was watching me." Mr. Medley told me and others that I had slandered him—that I had forwarded memoranda to the Superintendent about him, and he gave me to understand that he would have satisfaction. I can prove that during the last twelve months Mr. Medley persecuted me. I can prove numerous instances where the sub-district men have slept in Barracks and received night allowance, and that Mr. Medley has not questioned their claims. I can prove that Mr. Medley held an inquiry into Constable Harvison's claim at the lock-up here on Sunday, the 2nd instant, that the duty-book was kept by Sergeant Cornett from 1st April to 16th May, and that the duty-book does not show where Harvison was absent between those dates; Sergeant Cornett was present at this inquiry. That although I kept the books from 17th May to 30th June I was not permitted to be present to explain anything. From these and other facts which I can adduce it is manifest that justice was not done me at these inquiries. Therefore, I beg to submit the foregoing facts for impartial and immediate inquiry.

I have, &c.,

WILLIAM STAFFORD.

No. 21.

The Inspector General of Police to Superintendent Zouch.

19th September, 1877.

REFERRED to Superintendent Zouch. These statements are very serious and should be promptly and closely investigated if practicable by Captain Zouch himself.

EDMUND FOSBERY,

Inspector General of Police.

All papers herewith returned.—SUPERINTENDENT ZOUCH, Goulburn.

No. 22.

Memo. from Superintendent Zouch to Sub-inspector Medley.

Police Department, Superintendent's Office, Southern District, Goulburn, 20 September, 1877.

EX-CONSTABLE Stafford having reported to the Inspector General of Police that Sergeant Cornett and Senior-constable McClelland obtained night allowance for March quarter of this year, by falsely representing that they were absent from their stations upon certain nights when they were not so absent, I enclose herewith the claims submitted for the period in question in order to afford them an opportunity of making statutory declarations as to their correctness, which declarations Mr. Medley will be good enough to submit without delay.

H. ZOUCHE,

Superintendent, Southern District.

363—B

[Enclosure

[Enclosure 1 to No. 22.]

N.S.W. Police—Quarterly claim for Travelling Allowance.

Southern District, Moruya Station, 31 March, 1877.

SERGEANT Cornett (No. 10) begs to tender his claim for travelling allowance, as under, to which he considers himself entitled, for the quarter ending 31st March, 1877.

Periods.		No. of Nights.	Places to be specified in detail where claimant halted for the night away from Police Station.	Nature of duty on which engaged.	Amount.
From	To				
Jan. 3	Jan. 6	3	Tomaga Creek	Collecting Electoral Roll	£ 0 9 0
" 8	" 13	5	Stoney Creek	Do.	0 15 0
" 17	" 20	3	Turoos River	Do.	0 9 0
" 22	" 23	1	Moruya River	Do.	0 3 0
Feb. 15	Feb. 16	1	Bush duty	Summons serving	0 3 0
" 22	" 23	1	Do.	Do.	0 3 0
Mar. 21	Mar. 22	1	Do.	Do.	0 3 0
Total					£ 2 5 0

JAMES CORNETT,
Sergeant.

I hereby certify the above claim to be correct.—JAMES CORNETT, Sergeant, in Charge of Station.
The Superintendent of Police in Charge, Southern District.

NEW SOUTH WALES POLICE.

Scale of allowances to members of the Police Force.

		Officers.	Men.
		s.	s.
<i>Travelling.</i>			
When travelling on duty out of their districts, for each night absent, but not for more than one night consecutively at any one station		7	3
When travelling on duty within their districts, or away from the same, if compelled to stop the night at an inn where there is no Police Station		7	3
When regularly employed on gold escort duty on main lines		} Double pay for each night on the road.	
Do. on branch escorts, for each night on the road			
Lodging allowance, when stationed temporarily at places where no Police Quarters are available		5	2

The above allowances are not payable to any member of the Force during water passages, nor when attending as witnesses at Courts.

[Enclosure 2 to No. 22.]

N.S.W. Police—Quarterly claim for Travelling Allowance.

Southern District, Nerrigunda Station, 2 April, 1877.

THOS. McClelland, S.C. (No. 1727), begs to tender his claim for travelling allowance, as under, to which he considers himself entitled, for the quarter ending 31 March, 1877.

Periods.		No. of Nights.	Places to be specified in detail where claimant halted for the night away from Police Station.	Nature of duty on which engaged.	Amount.
From	To				
Jan. 2	Jan. 6	4	{ Coila, Turlingah, Bodalla, and Thistlewood.....	{ Taking Electoral Roll and collecting stock and crop return.	£ 0 12 0
" 8	" 12	4	{ Euroma, Kianga, Warradilla, and Olcomb.....	{ Do. do.	0 12 0
" 13	" 14	1	Madonga.....	Do. do.	0 3 0
" 15	" 18	3	{ Wagonga, Wagonga (north side), and Saw Mills.....	{ Do. do.	0 9 0
" 19	" 20	1	Cutbuca.....	Do. do.	0 3 0
" 23	" 24	1	Turoos River.....	Do. do.	0 3 0
Feb. 20	Feb. 21	1	Bull's Flat.....	Inspecting hides.....	0 3 0
Mar. 2	Mar. 3	1	Saw Mills, Wagonga.....	Crown Bailiff's duty.....	0 3 0
" 14	" 15	1	Bilimba.....	Summons serving.....	0 3 0
Total.....					£ 2 11 0

THOS. McCLELLAND.

I hereby certify the above claim to be correct.—THOS. McCLELLAND, Sen.-const., in charge of Station.
The Superintendent of Police in Charge, Southern District.

NEW SOUTH WALES POLICE.

Scale of allowances to members of the Police Force.

		Officers.	Men.
		s.	s.
<i>Travelling.</i>			
When travelling on duty out of their districts, for each night absent, but not for more than one night consecutively at any one station		7	3
When travelling on duty within their districts, or away from the same, if compelled to stop the night at an inn, where there is no Police station		7	3
When regularly employed on gold escort duty on main lines		} Double pay for each night on the road.	
Do. on branch escorts, for each night on the road			
Lodging allowance, when stationed temporarily at places where no Police Quarters are available		5	2

The above allowances are not payable to any member of the Force during water passages, nor when attending as witnesses at Courts.

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No. 23.

Sub-inspector Medley to Superintendent Zouch.

Braidwood, 21 September, 1877.

STATUTORY declarations made by Sergeant Cornett and Senior-constable M'Clelland attached herewith, for the information of Captain Zouch.

J. B. MEDLEY,

Sub-Inspector.

[Enclosure 1 to No. 23.]

I, JAMES Cornett, of Braidwood, do solemnly and sincerely declare that I was absent from Moruya Police Station on all the occasions set forth by me in the travelling allowance sheet filled in and signed by me, for quarter ending 31st March, 1877, and that the claim there made is correct; and I make this solemn declaration, conscientiously believing the same to be true, and in virtue of the provisions of an Act made and passed in the ninth year of the reign of Her present Majesty, intituled "*An Act for the more effectual abolition of oaths and affirmations taken and made in various departments of the Government of New South Wales, and to substitute declarations in lieu thereof, and for the suppression of voluntary and extra-judicial oaths and affidavits.*"

JAMES CORNETT.

Made and signed before me, this 21st day of September, 1877,—
CHAS. DE BOOS, J.P.

[Enclosure 2 to No. 23.]

I, THOS. M'Clelland, of Braidwood, do solemnly and sincerely declare that I was absent from Nerringundah Police Station on all the occasions set forth by me in the travelling allowance sheet filled in and signed by me for quarter ending 31st March, 1877, and that the claim there made is correct; and I make this solemn declaration, conscientiously believing the same to be true, and in virtue of the provisions of an Act made and passed in the ninth year of the reign of Her present Majesty, intituled "*An Act for the more effectual abolition of oaths and affirmations taken and made in various departments of the Government of New South Wales, and to substitute declarations in lieu thereof, and for the suppression of voluntary and extra-judicial oaths and affidavits.*"

THOS. M'CLELLAND.

Made and signed before me, at Braidwood, this 21st day of September, 1877,—
CHAS. DE BOOS, J.P.

No. 24.

Captain Campbell to The Inspector General.

Dear Sir,

Mogo, 24 September, 1877.

Allow me to request your kind consideration of the unfortunate case which recently dismissed from the Service Senior-constable Stafford, of Moruya, an effective officer of, I believe, eighteen years' service. The summary manner of his dismissal without a hearing, on a charge, too, which might be explained satisfactorily before the highest tribunal of the people, is my honest apology for intruding thus on your valuable time, well knowing, as I do, your love of fair play and high sense of justice. I have no acquaintance with the sufferer personally, having met him but once, and that casually. But public rumour led me to inquire concerning his case, and I have heard enough to convince me of the fact that he has been victimised. It is said that the grievance if not redressed will be mooted in Parliament. An officer so useful and of so long standing is entitled, I think, to be permitted to show cause why he should not be sacked in his old age.

I have, &c.,

CAPTAIN CAMPBELL,

Formerly of Dragoon Guards.

Mr. Goff,—Reply. Acknowledge, and inform in reply that he is mistaken in supposing that the case was dealt with without full investigation, but that some further statements made by Stafford are now being inquired into.—E.F. Done.—T.H.G., 29. Forwarded for Captain Zouch's information.—EDM. FOSBERY, Inspector General of Police, 29/9/77.

Police Station, Moruya, October 22, 1877.

SENIOR-constable T. W. Smith (No. M 589), begs to report, for the information of Captain Zouch, in reference to the attached letter, that he (the senior-constable) has such a knowledge of Captain Campbell's handwriting that he is well satisfied that the same is the production of that person. The senior-constable further begs to state that, in accordance with Captain Zouch's instructions, he ascertained for a fact that Captain Campbell did write this letter on behalf of Ex-constable Stafford. The senior-constable has seen Captain Campbell this day at Mogo, where he is conducting a small school, and that without any effort or leading questions whatever in reference to the matter by the senior-constable, he (Captain Campbell) opened the subject himself by telling the senior-constable that the last officer who had lately been dismissed from the Service at Moruya (meaning Ex-constable Stafford) had come to him and asked him to try and do something for him (Stafford) by writing a letter to the Inspector General, which he had done, and also at the same time repeating the contents of the letter almost *verbatim* to the senior-constable.

T. W. SMITH,

Senior-constable, M 589.

Captain Zouch, Superintendent of Police, Goulburn.

Telegram from Sergeant Cornett to Captain Zouch.

Braidwood, 11/10/77.

CAPTAIN Campbell resides at Mogo, 60 miles from here, only 8 from Police Station, Bateman's Bay.

No. 25.

The Inspector General of Police to Captain Campbell.

Sir,

Police Department, Inspector General's Office, Sydney, 29 September, 1877.

I have the honor to acknowledge the receipt of your letter, dated the 24th instant, and to state that you are mistaken in supposing that the case of Constable Stafford was dealt with without full investigation. I may mention, however, that some further statements made by Stafford are now being inquired into.

I have, &c.,

EDMUND FOSBERY,

Inspector General of Police.

No. 26.

No. 26.

Ex-constable Stafford to The Inspector General of Police.

Sir,

Moruya, 6 October, 1877.

With respect to my report of the 15th ultimo, having reference to the memo. I was induced to write, &c.,—in that report I inadvertently omitted to state that after I was suspended Sergeant Cornett ordered me to "thank Mr. Sub-inspector Medley"; I replied, "I am thankful to Mr. Medley for his courtesy." Sergeant Cornett, not being satisfied with my reply, said to me, "Thank Mr. Medley again"; of course I had to obey the sergeant's orders. Thus I replied again, "Oh, yes! Mr. Medley was very courteous to me, indeed." Mr. Medley was quite the contrary, and the truth is, he spoke to me in a most tyrannical and sarcastic manner. Thus I beg to request that this report will be attached to my report of the 15th ultimo.

I am, &c.,

WILLIAM STAFFORD.

No. 27.

The Inspector General of Police to Superintendent Zouch.

REFERRED to Capt. Zouch.

9 October, 1877.

ED. FOSBERY, I.G.

Sergt. Cornett should see these statements and report upon them.—H. ZOUCH, Supt., S.D.—
15/10/77. S-inspr. Medley.

Police Office, Braidwood, 18 October, 1877.

SERGEANT Cornett (No. 10) begs to state, with reference to the attached reports, forwarded to the Inspector General of Police by Ex-constable Stafford,—

In reply to Stafford's report of the 6th instant, Sergeant Cornett most emphatically denies ever ordering Stafford to thank Mr. Sub-inspector Medley after he (Stafford) was suspended.

Sergeant Cornett begs to state that during the inquiry Mr. Medley behaved in a courteous and gentlemanly manner towards Stafford, and allowed him every opportunity to defend himself, and offered to take down in writing at the time any explanation Stafford wished to give in answer to the charge then pending against him.

With reference to Stafford's report of the 15th of September for night allowance, Sergeant Cornett again denies ever bringing Stafford a memorandum and saying that if he (Stafford) framed his report in accordance, Mr. Medley would settle the matter with the Superintendent of Police.

Stafford states in his report that Mr. Medley told him to tear up the copy which Sergeant Cornett had given him, and that Sergeant Cornett then gathered up the fragments and burnt them.

This false and groundless statement, put forth by Stafford to the Inspector General of Police, is for fear that a copy or the original should be called for, as Mr. Sub-inspector Medley and Sergeant Cornett can prove that such a memorandum was never in existence.

JAS. CORNETT,

Sergeant.

Sub-inspector Medley.

Braidwood, 19 October, 1877.

SERGEANT Cornett's report in reply to the false statements made by Ex-constable Stafford is attached for the information of Captain Zouch. Constables Williams and Harvison were present at the inquiry, and would no doubt confirm Sergeant Cornett if called upon.

Assuming the whole of the statements of this man Stafford are true, do they justify his bold attempt to rob the Government by false representations, and upon which charges he has been most righteously dismissed the Police Force? This man complains of "justice" not being done him, and wants impartial and immediate inquiry. Why cannot he have this before the Braidwood Bench of Magistrates, the result of which would no doubt more than satisfy him? If an investigation of this kind were suggested to Stafford I do not think the Inspector General would be pestered with any more letters.

J. R. MEDLEY,

Sub-inspector.

No. 28.

Memorandum from Superintendent Zouch.

FORWARDED for the Inspector General's perusal. This matter has been investigated very carefully by me, and I can form no other opinion but that Ex-constable Stafford has been deservedly dismissed the Service. One fact is incontrovertible, and that is, as pointed out by Mr. Medley, that in order to obtain money, which has been proved as well as confessed to, he submitted and certified to a false return, which he sent direct instead of through his officer.

H. ZOUCH,

Superintendent, Southern District.

No. 29.

Ex-constable Stafford to The Inspector General of Police.

Sir,

"Mann's Hotel," Kent-street, Sydney, 7 November, 1877.

I have the honor to state for your information that after your minute of the 7th September, notifying my dismissal from the Force, had been read to me, I made two statements showing that justice had not been done me by Mr. Medley and Sergeant Cornett; thus I humbly solicited an inquiry into my case, and into other matters and precedents which I urged for investigation. I waited a month at Moruya for an inquiry, in order to substantiate every allegation put forward in those statements, but no inquiry had been granted me. When leaving Moruya I gave my address to the senior-constable there, so that I could be found if required to prove my assertions.

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I may as well add to what I have already stated that "night allowance money has been drawn by officers and constables stopping at private places by night, where they were put to no expense, and that it has been drawn on water passages." These with the matters already reported are more serious infringements on the night allowance scales than the hasty mistake I made, for which I was reduced and dismissed.

I have, &c.,

WILLIAM STAFFORD.

No. 30.

The Inspector General of Police to Ex-constable Stafford.

Police Department, Inspector General's Office, Sydney, 8 November, 1877.

In acknowledging the receipt of several communications from you of various dates, on the subject of your dismissal from the Police Force, I have to inform you that your case was the subject of careful investigation and consideration, and that I see no reason to disturb my decision, nor for further inquiry, as the charge against you was clearly proved.

I may add that the truth of the further allegations contained in your letters are emphatically denied by Mr. Sub-inspector Medley and Sergeant Cornett.

EDMUND FOSBERY,

Inspector General of Police.

No. 31.

Ex-constable Stafford to The Inspector General of Police.

Sir,

"Mann's Hotel," Kent-street, Sydney, 9 November, 1877.

With reference to your letter of the 8th instant, I have the honor to state, with all due respect to your high and responsible position, and without any intention on my part to question the accuracy of your decision in my case, so far as matters have been interpreted and represented to you against me, but I have solicited to be present at the investigation I sought to obtain to enable me to substantiate any allegations, and this request has been denied me. I can only reiterate that if the inquiry I asked for be granted me, I can prove my allegations by the testimony of several persons and by records now in your office, &c. Of course Mr. Sub-inspector Medley and Sergeant Cornett have denied my assertions (they acted in conjunction)—they are privileged to do so, but their simple denials do not disprove my statements in any way until such time as I fail to substantiate them. However, my case is now in the hands of the honorable the Colonial Secretary, and when that honorable gentleman and yourself come to weigh it over calmly and impartially I have every hope that the final decision will be in my favour, as I have no doubt but all the facts and surrounding circumstances will go to exonerate me from any "intention to defraud the Government."

I have, &c.,

WILLIAM STAFFORD.

No. 32.

The Inspector General of Police to Superintendent Zouch.

Police Department, Inspector General's Office, Sydney, 11 November, 1877.

BEFORE reporting to the Colonial Secretary in this case, I think Captain Zouch should see the statements made by Ex-constable Stafford, as some of them require notice.

Of course I remember the facts regarding S.-const. Irwin and S.-const. Wells, and the forage which he paid for.

What is the case of "Charlewood," referred to?

As my report is required without delay, will Capt. Zouch return the papers with observations at once?

EDMUND FOSBERY,

Inspector General of Police.

No. 33.

Mr. J. Eckford to The Inspector General of Police.

My dear Sir,

Wynyard Square, Sydney, 15 November, 1877.

I intended this morning to have called on you only for being delayed until too late at the different Public Offices. I was desirous of seeing you about Stafford's case before you sent in your report, which I trust will be favourable towards him for very many reasons that I need not mention.

I have, &c.,

JOSEPH ECKFORD.

No. 34.

Memo. from Superintendent Zouch to The Inspector General of Police.

Police Department, Superintendent's Office, Southern District, Goulburn, 18 November, 1877.

On a retrospective view of this man's career it is palpably manifest, whether the decision arrived at be just or unjust, the universally admitted odium entertained by the inhabitants, including Magistrates, professional men, and people of all grades, has shown itself in the general satisfaction his removal has produced. This is the result of personal inquiries made within the last few days in the Braidwood District, the unhesitating reply being that his punishment was richly deserved, and it should have been meted out to him years ago, his conduct having earned for him a most unenviable reputation not alone with the inhabitants but with the Police generally.

Ex-constable

Ex-constable Stafford's recriminations upon members of the Service, assertions, comments, &c., on inquiries and decisions advanced by him in defence, cannot possibly affect his case; he obtained money by a false pretence—inquiry proved it, and allowed by his own admission; so rest the facts, for they are undeniable. He has now the hardihood to declare that this has arisen solely because his officer is actuated by feelings of animosity towards him.

I hereto attach paper upon which the whole matter arose; and also forward entire proceedings in the matter referred to as "Charlewood's" case.

I have, &c.,
H. ZOUCH,
Superintendent, Southern District.

[Enclosure 1 to No. 34.]

Senior-constable Stafford to Superintendent Zouch.

Moruya Police, 21 June, 1877.
As Senior-constable Stafford has been put to heavy expense, keeping himself in a public-house here (and his rising family at Braidwood), waiting for the quarters occupied by Sergeant Cornett and his family here, thus, under the circumstances, will Captain Zouch be good enough to grant the senior-constable permission to return for night allowance for the time he is kept waiting for the quarters which the senior-constable expected to be vacated by Sergeant Cornett, immediately after the senior-constable took charge of this station.

WILLIAM STAFFORD,
Senior-constable, No. 588.

[Enclosure 2 to No. 34.]

For the information of Capt. Zouch. I presume if the allowance asked for by Senior-constable Stafford is granted, it will also be allowed to Senior-constable M'Lelland, whose family is kept out of the Braidwood quarters by Stafford's family.
Braidwood, 21 June, 1877.

J. R. MEDLEY,
Sub-inspector.

[Enclosure 3 to No. 34.]

Superintendent Zouch to Sub-inspector Medley.

Goulburn, June 22, 1877.
If there is no barrack-room at Moruya in which Senior-constable Stafford could have slept, in common with men calling at the station, he might perhaps be allowed 2s. per night; but if there is such accommodation it cannot be done. As I am, however, aware that there was nothing to prevent Senior-constable M'Lelland stopping in the Barrack at Braidwood his claim cannot be entertained.

H. ZOUCH,
Superintendent, Southern District.

[Enclosure 4 to No. 34.]

As Senior-constable Stafford slept in the Police quarters at Moruya, the allowance he asks for will not be granted.
Braidwood, 30 June, 1877.

J. R. MEDLEY,
Sub-inspector.

[Enclosure 5 to No. 34.]

18 July, 1877.
Senior-constable Stafford has been informed that the allowance will not be granted to him, as he slept in the quarters at Moruya. The senior-constable's claim for night-money, quarter ending 30th June, has not been forwarded through this office.

J. R. MEDLEY,
Sub-inspector.

No. 35.

The Inspector General of Police to Superintendent Zouch.

Police Department, Inspector General's Office, Sydney, 17 December, 1877.
ALTHOUGH I can scarcely see what further report can be made in ex-Senior-constable Stafford's case, it may be desirable that Captain Zouch should see these additional papers, with a view to his appending his observations upon the statements therein made, referring to Sub-inspector Medley for further report if necessary.

EDMUND FOSBERY,
Inspector General of Police.

MEMO. Police Department, Southern District, Goulburn, 22 December, 1877.
The accompanying papers are forwarded for Mr. Medley's perusal, and for any remarks he may think fit to make upon them.

H. ZOUCH,
Superintendent, Southern District.

Wagga Wagga, 24 December, 1877.
I BEG to return the whole of these papers to Captain Zouch. I can add nothing further to the reports I have already made with regard to the dismissal of Ex-constable Stafford, whose character is truly portrayed in Captain Zouch's report of 18 November, attached.

J. R. MEDLEY,
Sub-Inspector.

Captain Zouch, Superintendent of Police, Goulburn.

No. 36.

Superintendent Zouch to The Inspector General of Police.

31 December, 1877.
In returning attached papers, I have no further remarks or opinion to offer *re* Ex-constable Stafford, beyond this, that he has only himself to blame for his present position. His dissolute habits, long continued, at last (as intemperance inevitably does) brought retributive punishment upon him.

H. ZOUCH,
Superintendent, Southern District.

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

DISMISSAL OF WILLIAM STAFFORD FROM POLICE FORCE.

(CORRESPONDENCE, &c.)

Ordered by the Legislative Assembly to be printed, 17 May, 1878.

FINAL RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 27th March, 1878, a.m., That there be laid upon the Table of this House,—

“Copies of all Correspondence, Reports, and Minutes thereon that may have taken place with the Colonial Secretary, the Inspector General of Police, and Superintendent Zouch, during 1877 and to date, in reference to the dismissal from the Police Force of William Stafford; also all Reports and Minutes thereon having reference to an application made by Constable Harrison, of Moruya Station, to Sub-Inspector Medley, for leave to accompany Chinese Informer in the Braidwood District during 1877.”

(Mr. Macintosh.)

SCHEDULE.

NO.		PAGE.
1.	Under Secretary of Justice and Public Instruction to the Under Secretary, Colonial Secretary's Office, with six Enclosures. 6 November, 1877.....	2
2.	Under Secretary, Colonial Secretary's Office, to Inspector General of Police. 11 November, 1877	4

[In preparing the Return to Order laid upon the Table of the Legislative Assembly on the 5th April, 1878, these papers were inadvertently overlooked.]

DISMISSAL OF WILLIAM STAFFORD FROM THE POLICE FORCE.

No. 1.

The Under Secretary for Justice, &c., to The Under Secretary, Colonial Secretary's Department.

Immediate.

THESE papers had better be forwarded to the Colonial Secretary, as they refer to matter of dismissal of Senior-constable Wm. Stafford from the Police Force, Moruya.

J.L., 5 Nov., 1877.

The Principal Under Secretary.—B.C., W.E.P., 6 Nov., 1877.

[Enclosure No. 1.]

Moruya, 4 October, 1877.

Senior-constable Stafford's case.

I ARRIVED on the 16th May at Moruya to take charge of that station; I took charge of the station and property on the 18th May from Sergeant Cornett, but my quarters were not handed over to me on that date, and Sergeant Cornett and his family occupied my quarters for seven weeks afterwards. It was my *bona fide* right to get the quarters occupied by Sergeant Cornett on the day I took charge of the station, but from some cause, I could not then understand, I was deprived of my quarters for seven weeks afterwards. There was one bed in a spare room for the use of constables halting at the station; thus as there was no accommodation for me in the Barrack, it was optional with me to take up lodgings at the inn I boarded at, and charged the Government 2s. per night, which in seven weeks would amount to £4 18s. But this I did not do, as I did not like to sleep away from the station I had charge of, least I should be required; therefore I slept in the stranger's bed, and boarded at an inn at 18s. per week for seven weeks (£6 6s.) This went on for five weeks. Seeing then that there was no sign of Sergeant Cornett being ordered to vacate my quarters, and that my pay was not sufficient to keep my rising family at Braidwood any longer, and myself at an inn at Moruya, thus as I happened to sleep in the stranger's bed I applied to the Superintendent for permission to return for night allowances to help to cover some of the very heavy expenses I had to incur through being kept out of my quarters by Sergeant Cornett occupying them; the Superintendent kindly replied that if there was no accommodation for me in the Barrack I was entitled to 2s. per night. The fact is clear that there was no accommodation for me in the Barrack, as my quarters were occupied by Sergeant Cornett and his family, and this is proved by the fact of me being compelled to board at the inn for seven weeks (if I had got my quarters I would be in the Force to-day). However, Mr. Sub-inspector Medley went farther in my case than the Superintendent did, as he told me "If I had slept at the inn I could claim 2s. a night, but as I did not sleep there he would not allow it to me." Hence the 2s. a night lapsed besides keeping my family at Braidwood and myself at the inn. I was under other extra expenses when absent on duty late and early in having to pay for meals, there being no abatement for them at the inn; thus it was under these circumstances I submitted a nominal claim for £1 13s. as night allowance, in order to help to cover some of these expenses. It is for this claim I was dismissed, as it seems I was not absent the entire of each night I claimed allowance for, although I had been absent late and early more days and portions of nights than I put in for under extra expense. I only submitted my claim for eleven nights while at Moruya; two nights of these were substituted for two nights I had been absent from Braidwood station in the early part of the quarter, but as I forgot the dates they were shown in the night sheet for Moruya, and two entire nights I had been absent from Moruya station, and on the seven remaining nights I returned very late to the station. This is my case. Let us now see how other members of the

[Enclosure No. 2.]

Sir,

Sydney, 16 October, 1877.

I have the honor to lay before you the following statement respecting the grounds upon which I was suspended, and afterwards dismissed, from my position as senior-constable at Moruya, in this Colony, trusting that you will give the same your early consideration.

Some time since I was sent from Braidwood to take charge of the Police Station at Moruya, and upon my arrival I there found Sergeant Cornett and his family in possession of the Police Barracks, and he had not been instructed to remove or to hand over possession of the barracks to me. The whole of the quarters in the barracks were occupied by Sergeant Cornett and his family, but there was one small bed-room at the back of the premises which was set apart for the use of any travelling constable. Under these circumstances I was compelled to board at an inn in the town of Moruya, but in order that I might be better prepared to answer any call made upon me during the night I always slept in the room referred to. This state of things continued for seven weeks, during which time I had to pay weekly for my board at the inn and to support my wife and family at Braidwood. When Sergeant Cornett was instructed to leave Moruya station I was obliged to bear the expense of removing my family and furniture, as well as my regulation box from Braidwood to Moruya, as I was refused the use of the police dray and horses, although at the same time the gold escort coach and four horses were allowed to other members of the Force for the purpose of removing their effects and families. I have made no charge against the Government for the carriage of my regulation box. Now, the reason of my dismissal as I understand it, is that I made a charge of £1 1s. for night money, which is not warranted by the Police Regulations, although I claimed £1 13s., but 12s. of that sum cannot be technically questioned. This reduces my claim to £1 1s. There are two Police Regulations having a bearing upon this matter. The first is to the following effect:—*That any constable staying in town, but from some cause kept out of the barracks, is allowed 2s. per night in lieu of lodgment in the barracks.* The second is as follows:—*That any constable travelling on duty when compelled to stop at an inn is allowed 3s. per night.* The charge of £1 1s. was made because being out late on duty for seven nights, and being under double expense for meals whilst away from the inn (there being no abatement at the inn for meals), as I paid weekly for my board, I considered that the regulation was intended to cover this extra expense, as I was compelled to stop at the inn, although I did not sleep there, and I considered that this regulation was never intended to cover the mere expense of a bed for the night, and I was justified in this interpretation of the regulation by my own experience of its application as well as by the experience of others; and here I may mention a few cases illustrative of this interpretation. The constable who has travelled as orderly with Mr. Sub-inspector Medley (the gentleman who procured my dismissal), from station to station has slept in the same bed in the barracks as I did, and Mr. Medley certified to his account for 3s. per night for every night he slept in this bed, and yet although I was necessarily under greater expense at the inn, and because I occupied this bed instead of remaining at the inn every night (as I might have done), for seven weeks, and been justly and regularly entitled to claim £4 18s., under the first regulation, I am dismissed for sending in an account making a charge which Mr. Medley has on previous occasions certified as correctly charged; again, Constable Oliver has been allowed £3 2s. for sleeping in the police bed in the Court House, although he was not charged for his lodgings in the Court House; further, Sergeant Cornett claimed and received about £3 night allowance for March quarter, without any objection, although his books do not show where he was absent one night in that quarter. And lastly, I myself received 3s. per night for six nights in succession, during which I slept at the Police Station, Araluen, but boarded at an inn in the same town; and Mr. Sub-inspector Medley certified that this charge of 18s. was properly made. From these cases and numerous others within my knowledge, I am at a loss to understand what grievous fault I have committed to necessitate my dismissal, when indeed at

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the most it appears to me to be an error as to the meaning of the regulation, which has been passed over on numerous occasions, and it is plain I could have had no intention of misleading my superiors, as a copy of the duty book is forwarded weekly to the Superintendent, and my claim could be compared with these returns. I may say in conclusion, that considering the eighteen years I have spent in the Police Force, the number of persons (no less than fifty) I have arrested and convicted for felonies alone, the fact that I broke up the Jingem horse and cattle stealing fraternity in 1863 and 1864, and arrested the notorious Thomas Clarke on three charges of highway robbery in 1865, and that I have held the responsible positions for eight years of Gold Receiver and Mining Registrar, I may confidently ask a further investigation and inquiry into the peculiarly hard circumstances of my case before so severe a sentence as *dismissal* is confirmed in my regard.

I have, &c.,
WILLIAM STAFFORD.

[Sub-enclosure in No. 2.]

Newspaper extract.

NUNDLE—*Police v. Callaghan*.—Referring to this case, which was brought under the notice of the Minister of Justice by R. Forster, M.L.A., we clip the following extract from the report from D. W. Irving, P.M., Tamworth, who was commissioned to hold an official investigation in the matter:—1st. The charges made against Mr. James Callaghan, teacher of the Public School, at Nundle, by the police, were frivolous and vexatious, and should never have been initiated. One was a charge of worldly labour on the Lord's Day, the defendant having on a Sunday evening in midwinter, chopped some firewood in his own yard, and carried the wood into his own house. The other charge was that defendant discharged fire-arms in the town of Nundle, the defendant having (as alleged by the Police) only discharged a pistol on an allotment some distance off the street on a week day. 2. These charges were finally heard by myself and Mr. Kernode, on the 15th June last, and dismissed as reported in the article in the *Freeman's Journal* of the 23rd June last. I remember having had occasion to check Senior-constable Robson, for some display of over zeal as a prosecutor, but certainly not to the extent made out in the article in the *Freeman's Journal*. We are informed that Constable Robson has been removed from Nundle by the Inspector General.

[Enclosure No. 3.]

Mr. W. Stafford to The Minister for Justice, &c.

"Mann's Hotel," Kent-street, Sydney, 16 October, 1877.
WITH respect to my previous conduct in the Force, I was never fined by my superiors for any misconduct. So far as I know of there is only one reprimand recorded against me on my *defaulter sheet* and my reduction in 1869 to the rank I held up to my *dismissal* on the 7th of last month. The reprimand alluded to is not a genuine one, as it was clandestinely entered on my sheet at the time of my reduction. The cause of my reduction is this: I locked up a constable who assaulted me, broke the barrack windows, set fire to the lock-up, and burnt £7 worth of my property; thus the result was, that the constable was only dismissed and I was reduced. My *defaulter sheet* (which is the only recognized record of punishment inflicted on men in the Police Force) will prove the accuracy of my statement. My *dismissal* debars me of compensation, and of my pension if unfit for duty, as I was at the time of my dismissal entitled to either compensation or pension; so that it is manifest that my case is very hard in more ways than one.

I have, &c.,
WILLIAM STAFFORD.

[Sub-enclosure in No. 3.]

EXTRACT FROM "Moruya Examiner" newspaper, 22nd September, 1877.

THE CASE OF SENIOR-CONSTABLE STAFFORD.

THE case of Mr. Stafford, lately occupying the position of Senior-constable in this town, and the circumstances which led to his summary dismissal from the Police Force after eighteen years' service, are matters that demand some comment from us. His zeal in the service, and the skill he has displayed in the detection of crime, are well-known. We shall not therefore dwell on his past career, but consider his present case. As we have said, Mr. Stafford has been summarily dismissed from the service, and it is our duty to place before the public as fairly as possible the whole of the circumstances which led to the unpleasant results, in order that they, the public, may judge whether Mr. Stafford has been treated harshly or otherwise.

The case as represented to us is this:—Some time ago Senior-constable Stafford was sent to take charge of the Police Station. Upon arriving here he found Sergeant Cornett and his family in possession of the police barracks—Sergeant Cornett had not been instructed to remove or to hand over the barracks to Senior-constable Stafford; consequently he retained possession. The whole of the quarters was occupied by Sergeant Cornett, excepting one small bed-room at the back of the premises, which was set apart for the use of any travelling constable who might call there on his way to some other place. Senior-constable Stafford was thus compelled to board at an inn in the town; but in order that he might be better prepared to respond to any call that might be made upon him during the night, he always slept in the room referred to. Mr. Stafford had to submit to this unpleasant state of affairs for seven weeks, during which time he had moreover to support his wife and family in Braidwood. Now it appears that among the Police Regulations there is one to the effect that any constable staying in a town, but from some cause kept out of the barracks, is allowed 2s. per night in lieu of lodgment in the barracks; and any constable travelling on duty, and compelled to stay at an inn, is allowed 3s. per night. Thus, at 2s. per night, for seven weeks, Mr. Stafford would be entitled to £4 18s. Please remember this, as we shall have occasion to refer to it presently. When at last Sergeant Cornett received instructions to leave the Moruya Station, Mr. Stafford at once proceeded to Braidwood to fetch his wife and family here. The expense of carting his furniture from Braidwood to here (a distance of nearly 60 miles over a rough country), and of hiring a vehicle for the conveyance of his wife and children, must necessarily have been great; and if we couple with this the cost of his boarding at a public-house for seven weeks, it will readily be seen that the final installing of Senior-constable Stafford in the Moruya Station was not achieved without a heavy draw upon that officer's finances. Now, if Mr. Stafford wished the Government to relieve him of a portion of the expenses incurred as above stated, his course was plain. While acknowledging that he occupied the spare barrack-room previously mentioned, he should have shown the hardness of his case, and asked the Government to kindly grant him the £4 18s., to which he would have been entitled if he had slept away from the Police Station. Instead of doing this, how does he act? He sends in a demand for a much smaller sum (£1 13s.), which he claims as "night money." This demand not being in accordance with the regulations he was dismissed.

We have now, to the best of our belief, put the whole matter fairly before the public, and we shall conclude by asking this question. Considering the great number of years spent by Mr. Stafford in the police service, and that he is now too old to strike out some new path in life, does the mistake, for we believe it is only a mistake, made by him in this affair warrant the severe punishment inflicted on him? If it does, let the matter drop, but if it does not, something should be done towards having his sentence mitigated.

[Enclosure No. 4.]

Mr. W. Stafford to The Minister for Justice, &c.

Sir,

"Mann's Hotel," Kent-street, Sydney, 24 October, 1877.
I have the honor to inform you that I am awaiting in town the determination and decision that may be arrived at respecting the matter of my dismissal from the Police Force as senior-constable at Moruya.

This detention of necessity entails upon me very heavy outlay and expense, which I am not in a position to afford, and I am unwilling to return to my family at Moruya without being able to give them a satisfactory account in this matter. Under these circumstances I would esteem it a signal favour if you would give my case your kind consideration at the earliest moment possible.

I have, &c.,
WILLIAM STAFFORD.

[Enclosure

[Enclosure No. 5.]

Mr. W. Stafford to The Minister of Justice, &c.

Re Senior-constable Stafford's papers.

Sydney, 1 November, 1877.

SENIOR-CONSTABLE Wells was reported for defrauding the Government of forage, at Araluen. This charge was reported by the contractor (Mr. Pike), by Constable Armstrong, and substantiated by the testimony of five others, and no inquiry had been held in this matter. Wells was also reported for other misconduct which he tolerated in the lock-up, in the presence of three others, yet these serious matters were hushed up, and Senior-constable Wells was not punished. These charges were advanced by Constable Armstrong some five months since. The papers should be still in the Superintendent's or in the Inspector General's Office.

Senior-constable Irwin was reported for obtaining money by means of a voucher in the name of Mr. Storman, of Bodalla; this matter, after some inquiry, was hushed up. The papers having reference to this case are now in the Braidwood office; therefore, let the substance of those matters be contrasted with the paper on which I have been dismissed, then it will be seen that I was not dealt with in the same impartial spirit as Senior-constables Wells and Irwin were dealt with.

The application made by constable for permission to accompany Chinaman to detect sly-grog-sellers who infested the Moruya district, and defrauded the revenue, will show the obstacles that were thrown in my way by Mr. Sub-inspector Medley, in order to prevent me from doing my duty as it should be done. Mr. Medley's minute in this matter will show the malice he entertained towards me prior to my suspension and dismissal. I was accused in that minute of "*tempting people to break the law.*" I proved the contrary (as I have done in other matters). The papers are now in the Braidwood or in the Superintendent's Office at Goulburn. This sly-grog matter will show the malicious feeling Mr. Medley entertained towards me prior to my dismissal. This matter demands inquiry.

I opposed Mr. Sub-inspector Medley and Senior-constable Wells at Braidwood, in a case of highway robbery advanced by Wells against one *Charlwood*, as I knew no robbery had been committed, yet the unfortunate man was arrested and prosecuted, which was a complete scandal to the police, as the jury and the public pronounced it afterwards to be. This unfortunate man was acquitted without a stain on his character, but he took the matter so much to heart that he subsequently died raving about the inhuman injustice done to him by this prosecution. This is the case that first brought about Mr. Medley's hostilities against me, as I openly told Mr. Medley and Senior-constable Wells that *Charlwood* was an innocent man, that the prosecutors were not robbed, and that they gambled and drank their employers money. If I had supported and countenanced this dastardly act I would probably be in the Force to-day at Braidwood. However, the course I pursued gives my conscience more ease and satisfaction. The papers having reference to this matter are in the Superintendent's or in the Inspector General's Office.

I have, &c.,

WILLIAM STAFFORD.

[Enclosure No. 6.]

Mr. W. Stafford to The Minister of Justice, &c.

6 November, 1877.

My dear Sir,

I am informed that you have under your consideration the case of Senior-constable Stafford, and I would ask you to give it early consideration. I know nothing of the merits or demerits of the case, but Stafford is waiting at a great expense to himself in Sydney, pending your decision, while his family are in the country.

I am, &c.,

EDWARD GREVILLE.

No. 2.

The Under Secretary, Colonial Secretary's Department, to The Inspector General of Police.

The Inspector General of Police for report, B.C., 10/11/77.—H.H.

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

POLICE PENSIONER M'HALE.

(CLAIM FOR GOLD MEDAL—CORRESPONDENCE.)

Ordered by the Legislative Assembly to be printed, 20 February, 1878.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 12th February, 1878, That there be laid upon the Table of this House,—

“ Copies of all Correspondence and Papers relative to the claim of Police Pensioner M'Hale, for a gold Medal in recognition of his services.”

(Mr. Coonan.)

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POLICE PENSIONER M'HALE.

No. 1.

The Inspector General of Police to The Principal Under Secretary.

Sir,

Police Department, Inspector General's Office, Sydney, 5 January, 1876.

I have the honor to submit herewith an application from Police Pensioner James M'Hale for a medal, in recognition of his services in the capture of the outlaw, Dunn.

In the encounter with Dunn, M'Hale was seriously wounded, and in consequence of the injuries he then received he was incapacitated for further service in the Police Force, and has since received a pension.

Superintendent Lydiard, who was in charge of the district at the time, reports that he cannot see that "M'Hale has any more claim to such a distinguished honor than either ex-Senior-constable Elliott or ex-Constable Hawthorn, who were both present at the capture of Dunn," Elliott being in charge of the party.

Mr. Lydiard states the result of his personal inquiries that Hawthorn deserved quite as much credit as M'Hale.

It would be a far more pleasant duty to recommend such an application for favorable consideration than to interpose any objection, but I do not feel justified in taking the former course in the face of Superintendent Lydiard's report.

M'Hale's claim was, I am aware, considered by the late Inspector General, when he conferred with Sir Charles Cowper on the subject, but it was not thought advisable to place his name on the list.

There are, I am glad to say, numerous instances in which the Police acted with courage in the execution of their duty, but I am not aware that it is the intention of the Government to recognize such conduct, unless inside very exceptional circumstances, by the issue of medals for distinguished services.

I have, &c.,

EDMUND FOSBERY,

Inspector General of Police.

[Enclosures.]

Police Pensioner M'Hale to The Inspector General of Police.

Sir,

5, Campbell-place, Woolloomooloo, Sydney, 15 December, 1875.

Seeing that medals have been given to officers of the Police Force for acts of bravery in capturing bushrangers, I respectfully request that you will be pleased to grant me one, in recognition of my services in capturing that notorious outlaw and murderer, John Dunn.

The particulars of the case you are well acquainted with, as also the fact of the injuries which I received at the time from a gunshot wound, &c., having compelled me to retire from the service on pension.

I have, &c.,

JAMES M'HALE,

Police Pensioner.

Referred to Superintendent Lydiard for his careful consideration and observations.—EDMUND FOSBERY, I.G.P., 17 Dec., 1875. Supt. Lydiard, Bathurst.

Supt. Lydiard to The Inspector General of Police.

Police Department, Bathurst Station, 3 January, 1876.

I FAIL to see that ex-Constable M'Hale has any more claim to such a distinguished honor as a medal than either ex-Constable Hawthorn or ex-Senior-constable Elliott, who were both present at the capture of Dunn, the latter in charge of the party.

It is quite true that M'Hale was wounded at the time.

My first reports on the matter eulogised M'Hale greatly, but on going down the country and making personal inquiries I came to the conclusion that M'Hale was taking to himself the whole credit of the affair. I believe Hawthorn is deserving of quite as much credit; he was a far better constable than M'Hale.

Ex-constable M'Hale has been treated with the greatest kindness and consideration by the Government, and I believe he is now as capable of performing duty at a lock-up as he ever was.

If such claims as this for medals are entertained there will be no end to them.

Ex-constable Hawthorn is residing at Gongolgon; I saw him when passing through there in October last.

References to my reports are as follows:—January 8th, 1866, No. 206, with all papers connected with the capture of Dunn; March 5th, 1866, No. 258; June 10th, 1867, No. 46; and October 21st, 1867, No. 108.

C. T. P. LYDIARD,

Superintendent.

Not so. He has recently been examined by the Police Surgeon, who states that he is quite unfit for Police service.—E. F., 4 Jan'y.

No. 2.

The Principal Under Secretary to The Inspector General of Police.

Sir,

Colonial Secretary's Office, Sydney, 11 January, 1876.

In reply to your letter of the 5th instant, submitting an application from Police Pensioner James M'Hale for a medal in recognition of his services in the capture of the outlaw "Dunn," I am directed by the Colonial Secretary to inform you that this claim, which was not admitted by the late Sir Charles Cowper, when as Premier he approved of the list of persons to be rewarded with medals, cannot now be entertained.

I have, &c.,

HENRY HALLORAN.

No. 3.

No. 3.

Police Pensioner M'Hale to The Colonial Secretary.

Sir,

5, Campbell-place, Sydney, 3 March, 1876.

I beg to submit for your consideration the annexed correspondence relative to my claim for a gold medal.

The case stands thus: That in the year 1865 I was shot by a bushranger whilst effecting his capture, and was for nearly three years suffering severely from the effects of the wound, so much so that the Police Surgeon recommended a voyage to Europe to enable me to regain my health.

On my return to the Colony it was found that the injuries I had received incapacitated me from further service, and I was discharged on pension in the year 1869. Seeing rewards for bravery given lately to Members of the Force in the shape of medals, I considered that my case was deserving, and called upon the Inspector General of Police to know if such was his opinion, and, if so, to ask why my case had been overlooked.

He said he thought me most deserving, that my name had been spoken of some time ago, but that I should attach no blame to him or the present Ministry for the omission, but that I had better address him a letter on the subject, which he would recommend and submit to the Colonial Secretary.

I am of opinion that injustice has been done me in the Police Department, and if such is the case I trust to your love of honesty and fair play for a re-consideration of the case, satisfying yourself from the records of the capture and the press of the time as to whether I deserve the distinction or not.

I am, &c.,

JAMES A. G. M'HALE.

[Enclosures.]

The Inspector General of Police to Police Pensioner M'Hale.

Police Department, Inspector General's Office, Sydney, 5 January, 1876.

THE Inspector General of Police acknowledges the receipt of Police Pensioner James M'Hale's letter, dated the 15th ultimo, making application for a medal in recognition of his services in the Police Force, and informs him that the same will be considered and submitted to the Honorable the Colonial Secretary.

EDMUND FOSBERY, I.G.P.

The Inspector General of Police to Police Pensioner M'Hale.

Police Department, Inspector General's Office, Sydney, 13 January, 1876.

THE Inspector General of Police informs Police Pensioner James M'Hale, with reference to his application for a medal in recognition of his services in the capture of the outlaw Dunn, that, having submitted his claim for the consideration of the Honorable the Colonial Secretary, the Inspector General is informed that the same was not admitted by the late Sir Charles Cowper, when as Premier he approved of the list of persons to be rewarded with medals, and that it cannot now be entertained.

EDMUND FOSBERY, I.G.P.

No. 4.

The Principal Under Secretary to Police Pensioner M'Hale.

Sir,

Colonial Secretary's Office, Sydney, 22 March, 1876.

In acknowledging the receipt of your letter of the 3rd instant on the subject of your application for a medal in recognition of your services in the capture of the outlaw Dunn, I am directed by the Colonial Secretary to inform you that it is not intended to accede to your application.

I am, &c.,

HENRY HALLORAN.

No. 5.

A. Lynch, Esq., M.P., to The Colonial Secretary.

Hon. Sir,

Sydney, 30 June, 1876.

In the matter of Mr. M'Hale seeking for a gold medal as a reward of merit from the Government, I have much pleasure in testifying to his deservedness of the same. I am personally acquainted with him, and know the whole history of the case, and I don't know of a more deserving recipient.

His intention is to bring the matter before the House if justice be not done him, and I believe a majority of the Members will vote for him. I told him there would be no necessity for such a course, as I was certain you would do every justice to his case.

I have, &c.,

ANDREW LYNCH.

[Enclosure.]

Police Pensioner M'Hale to A. Lynch, Esq., M.P.

Mr. Lynch,

Sydney, 26 June, 1876.

As a gentleman whom I have long known, and who knows the case of my capture of the outlaw Dunn, I place my case of seeking for a gold medal from the Government in your hands.

I have made application already, but between the Inspector General of Police and the Colonial Secretary there seems to be some burking of the matter.

The case is simply that on 25th December, 1865, I captured Dunn on the Marthaguy Creek, shooting him down through the back at the time, and when going up to him to handcuff him he rolled over on his side and shot me dangerously in the leg at the time, which has resulted in my being pensioned off from the Force.

No other policeman was present at the moment we were both shot down.

Afterwards two other policemen were pursuing another man came and assisted me.

I enclose you copies of the Superintendent Lydiard's letters to the late Inspector General on the subject. I got £300 as reward, and the other two men got £200 each.

Mr. M'Lerie has got a medal for the same man I captured, after he had turned a most bloodthirsty murderer.

I want no favour from the Government. If they don't recognize a just claim, I should like to bring the matter as a question before the House, when I shall be prepared to prove injustice has been done me, and I can safely depend upon the Members, several of whom have already asked me to place the matter in their hands. Of course there will be an exposure of some Police matters in connection with the case.

I am, &c.,

JAMES A. G. M'HALE.

No. 6.

No. 6.

The Principal Under Secretary to A. Lynch, Esq., M.P.

Sir,

Colonial Secretary's Office, Sydney, 10 August, 1876.
 In acknowledging the receipt of your letter of the 30th June last, on the subject of Mr. J. A. G. M'Hale's application for a medal in recognition of his services rendered in the capture of the outlaw Dunn, I am directed to inform you that the Colonial Secretary does not think that any other answer than that already given to Mr. M'Hale would with present information be justifiable.

I have, &c.,

HENRY HALLORAN.

No. 7.

Police Pensioner M'Hale to The Colonial Secretary.

Sir,

7, Campbell-place, 28 May, 1877.
 Some time ago I made application to the late Colonial Secretary for a gold medal, in recognition of my services in capturing the notorious outlaw Dunn, but the reply I received was that Mr. Robertson could not accede to my request.

As I fear the Minister was not fully conversant with the merits of my case before he came to a decision in the matter, I now apply to you for a reconsideration, you being fully aware of the particulars of the capture, and the life-long injury I received thereat, necessitating my retiring from the service on pension.

I respectfully ask that you will cause all the correspondence (now records of your office) on this subject to be laid before you, and that you will decide whether I am deserving of this honor or not.

Thanking you for the justice I received at your hands on a former occasion,

I have, &c.,

JAMES A. G. M'HALE.

No. 8.

Police Pensioner M'Hale to The Colonial Secretary.

Sir,

354, Macquarie-street South, 21 January, 1878.
 Some time ago I made application to the then Colonial Secretary for one of the gold medals given by the Government for meritorious conduct in the suppression and capturing of bushrangers, but my claim was not entertained on the ground that the late Captain M'Lerie and Mr. Cowper had omitted placing my name on the list.

I subsequently saw Sir J. Robertson and Sir H. Parkes, both of whom promised me that the matter should receive reconsideration and justice would be done, but owing to the press of public business it was by both of them overlooked.

I now appeal to you, Sir, requesting that you will cause my letters on the subject to be laid before you (or the Cabinet), and that I shall receive justice at your hands. Your colleagues, the Minister for Justice and Education, as also the Postmaster General, know my case, and if consulted may assist you by their opinions.

I have, &c.,

JAMES A. G. M'HALE,
Police Pensioner.

No. 9.

The Under Colonial Secretary to Police Pensioner M'Hale.

Sir,

Colonial Secretary's Office, Sydney, 24 January, 1878.
 In acknowledging the receipt of your letter of the 21st instant, respecting your application for a gold medal in recognition of your services in capturing the outlaw Dunn, I am directed to inform you that the Colonial Secretary does not see sufficient grounds for disturbing the ruling of several of his predecessors, who did not admit that you had any special claim to such distinction.

I have, &c.,

M. R. ALLAN.

1877-8.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

SITE FOR POLICE BARRACKS, SINGLETON.

(CORRESPONDENCE, MINUTES, &c.)

Ordered by the Legislative Assembly to be printed, 21 May, 1878.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 26th February, 1878, That there be laid upon the Table of this House,—

“Copies of all Correspondence, Minutes, and other Documents in reference
“to the purchase of a Site for Police Barracks at Singleton.”

(*Mr. W. C. Browne.*)

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SITE FOR POLICE BARRACKS, SINGLETON.

No. 1.

The Inspector General of Police to The Under Secretary, Colonial Secretary's Office.

Sir, Police Department, Inspector General's Office, Sydney, 21 July, 1875.
I have the honor to report that the only Government site available for the Police buildings at Singleton, for which a vote of £1,500 has been taken, is unsuitable and subject to inundation.

I am informed that about 2½ acres of land at that place, with dilapidated buildings thereon, being the Church of England Parsonage and grounds, will shortly be sold by auction, unless previously disposed of privately, and I believe the property can be purchased for about £600.

I beg to recommend, therefore, that an officer from the Colonial Architect's Department may be instructed to inspect the property, and report what he considers a fair price to offer; when, if approved by the Honorable the Colonial Secretary and accepted by the owners, a sufficient sum might perhaps be placed on the Estimates for the purchase.

I have, &c.,
EDMUND FOSBERY,
Inspector General of Police.

No. 2.

The Under Secretary for Public Works to The Colonial Architect.

THE Colonial Architect appears to have omitted to report on the suggestion of the Inspector General of Police relative to the site.—Colonial Architect, B.C., 8/1/77, J.R.

No. 3.

Report of Colonial Architect.

If the property can be obtained for £600, as suggested, I would recommend that it be purchased.
J.B., 23 April, 1877.

No. 4.

Minute of Secretary for Public Works.

APPROVED.—J.H., 26/4/77.

No. 5.

The Under Secretary for Public Works to The Under Secretary, Colonial Secretary's Office.

PAPERS returned to the Principal Under Secretary, with a view to the purchase of site.—B.C., 27/4/77, J.R.

No. 6.

Mr. A. J. Gaile to Superintendent Morisset.

Dear Sir, All Saints Parsonage, Singleton, 12 October, 1875.
Is there any likelihood of the Government treating with us for the purchase of the old Parsonage and grounds for the new Police buildings, or have they determined on a site elsewhere in town?
The favour of your reply by return post if possible, as the Committee meet on Thursday afternoon, will be esteemed by

Yours, &c.,
ALBERT J. GAILLÉ,
Hon. Sec., Building Committee.

No. 7.

The Inspector General of Police to The Under Secretary, Colonial Secretary's Office.

REFERRED to Mr. Halloran, in connection with my report of the 21st July last, No. 75/397.—Edm. FOSBERY, I.G.P., 14/10/75, B.C. 75/560.

No. 8.

The Under Secretary, Colonial Secretary's Office, to The Under Secretary for Public Works.

THE Under Secretary for Public Works, with reference to former papers.—B.C., 15 October, 1875, H.H.

No. 9.

No. 9.

The Under Secretary for Public Works to The Colonial Architect.
 COLONIAL Architect, for report, and with reference to previous papers.—B.C., 19/10/75, J.R.

No. 10.

Mr. A. J. Gaile to The Inspector General of Police.

Sir,

All Saints Parsonage, Singleton, 11 November, 1875.

On the 16th July last, I forwarded a letter to Mr. Superintendent Morisset, respecting sale of the Parsonage property in this town to the Government for Police purposes, enclosing sketch, mentioning area (2½ acres), position and improvements, and again wrote to him on the 12th ultimo, but to the present time have not heard whether the Government will purchase or not.

I am now instructed by the building committee, who are duly authorized to treat for the sale of this property, to offer it to you on behalf of the Government for the sum of £750 cash; this offer, however, can only be allowed to remain open until the 1st December next, as immediately after that date the property, if not previously disposed of, will be offered for sale by public auction.

Possession cannot be given until January next, on completion of our new parsonage.

I have, &c.,

ALBERT J. GAILE,

Hon. Sec. to Committee.

No. 11.

The Inspector General of Police to The Under Secretary, Colonial Secretary's Office.

REFERRED to the Principal Under Secretary, in connection with my report of the 21st July last, No. 75/397, &c.—B.C., 12 November, 1875, EDMUND FOSBERY, I.G.P. Urgent, 75/627.

No. 12.

Mr. A. J. Gaile to The Inspector General of Police.

Sir,

Singleton, 31 January, 1876.

I send you a copy of *Singleton Argus* of 29th instant, in which you will see that the All Saints Parsonage property is advertised for sale by public auction on the 17th proximo.

I regret that the Government do not appear anxious to obtain this most excellent site for Police purposes; you will perceive that the right to sell privately is reserved by the Committee.

Yours, &c.,

ALBERT J. GAILE,

Hon. Sec. to Committee.

[Enclosure to No. 12.]

SALE BY AUCTION.

Important sale to investors, capitalists, speculators, and others.

W. ASH has received instructions to offer for sale by public auction, at the Royal Hotel, Singleton, on Wednesday, the 16th day of February next, at 12 o'clock noon, unless previously disposed of privately,—

That magnificent block of property known as All Saints Parsonage and grounds, containing by estimation 2 acres, 1 rood, 24 perches, more or less, being described as—all that piece or parcel of land situate, lying, and being in the township of Singleton, at Patrick's Plains, in the county of Northumberland, in the Colony of New South Wales, containing by estimation 2 acres, 1 rood, 24 perches, or thereabouts, being lots 293, 294, 295, 296, 297, 298, 359, 360, 361, 362, 363, and 364, on the plan of the said township: Bounded on the north-east by Bishops-gate-street; on the north-west by Gipps-street; on the south-west by High-street; and on the south-east by Percy-street; together with the brick cottage, containing 4 rooms, hall, kitchen, and out-buildings thereon erected, and presently occupied by the Rev. James Blackwood, B.A.

Terms—25 per cent. cash on fall of the hammer; balance on completion, or in three instalments, at option of purchaser, payable in twelve, twenty-four, and thirty-six months from completion of purchase, bearing interest during such time at the rate of £7 per cent. per annum, and secured on property by mortgage.

For any further particulars apply to Mr. A. J. Gould, solicitor, Singleton.

W. Ash would respectfully draw the attention of capitalists and others to this important sale, affording as it does an opportunity of investment rarely to be met with; the land is very favourably situated, being out of the reach of any ordinary flood; and as a site for a private residence is unsurpassed in the district. The brick cottage is well and substantially built, and while suitable in its present state for a small family, could easily be enlarged to any extent. The grounds are commodious, and could be advantageously used for the erection of a terrace of cottages, which in the present scarcity of house accommodation in Singleton could be easily and advantageously let. In conclusion, W.A. would point to the exceedingly favourable terms of purchase, which puts the property within the easy reach of the moderate capitalist.

No. 13.

The Inspector General of Police to The Under Secretary, Colonial Secretary's Office.

Police Department, Inspector General's Office, Sydney, 1 February, 1876.

FORWARDED to the Principal Under Secretary, in connection with my report of the 21st July last, and subsequent references thereto.

EDMUND FOSBERY, I.G.P.

No. 14.

The Under Secretary, Colonial Secretary's Office, to The Under Secretary for Public Works.

IMMEDIATE.—The Under Secretary for Public Works, with reference to former papers.—B.C., 3/2/76, H.H.

No. 15.

The Under Secretary for Public Works to The Colonial Architect.

COLONIAL Architect, for report, and with reference to previous papers.—B.C., 4/2/76, G.II. (for U.S.)

No. 16.

Mr. Quinn to The Under Secretary for Public Works.

Sir,

George-street, Singleton, 28 April, 1877.

I have a block of land, situated in the best position in Singleton for Police Station Buildings, containing twenty-four (24) allotments, with a frontage of five hundred feet (500), more or less, to York-street, and three hundred feet (300) to King and Sussex Streets, in all about four (4) acres, securely fenced, and within a short distance of the Court-house and Gaol, above the reach of the highest floods, and commanding a fine elevated position.

I beg to offer the above-mentioned property for the sum of £500 (five hundred pounds).

Enclosed find portion of the map* of Singleton, showing the position of the property.

* Appendix A

The new grammar school buildings, costing about £5,000, are now being erected on the adjoining block.

I have, &c.,

JAMES P. QUINN.

No. 17.

The Under Secretary for Public Works to The Colonial Architect.

COLONIAL Architect, for report.—B.C., 2/5/77, J.R.

Acknowledge receipt.

No. 18.

The Under Secretary for Public Works to Mr. Quinn.

Sir,

Department of Public Works, Sydney, 2 May, 1877.

I am directed to acknowledge the receipt of your letter of the 28th ultimo, on the subject noted hereunder, and to inform you that it will receive due attention.

I have, &c.,

JOHN RAE,

Under Secretary.

Subject:—Offering land at Singleton for £500 as a site for Police Buildings.

No. 19.

Mr. Hollinshead to The Secretary for Public Works.

Dear Sir,

Newcastle, 30 April, 1877.

Having heard that the Government is in want of a suitable site for building Police Barracks in Singleton, I beg to offer a block of land containing half an acre, situated in George-street, opposite the site for the new Post and Telegraph Offices, and adjoining the Bank of New South Wales; price, £350.

An early reply will oblige

Yours, &c.,

JOSEPH HOLLINSHEAD.

No. 20.

The Under Secretary for Public Works to The Colonial Architect.

COLONIAL Architect.—J.II., 2/5/77. B.C., accordingly, 3/5/77.—J.R.

No. 21.

Mr. John Browne to The Under Secretary for Public Works.

Sir,

Sydney, 1 May, 1877.

I have the honor to offer my premises and land, situated in John-street, Singleton, containing 1 acre of land, for the purposes of Police Barracks, for the sum of £1,500 (fifteen hundred pounds). The premises consist of house, kitchen, out-houses, and commodious stabling; the land has a frontage to two streets.

I have, &c.,

JOHN BROWNE.

No. 22.

The Under Secretary for Public Works to The Colonial Architect.

COLONIAL Architect, for report.—B.C., 1/5/77, J.R.

No. 23.

Mr. George Loder to The Secretary for Lands.

Sir,

Abbey Green, Singleton, 8 May, 1877.

As a site for Police Barracks, I have the honor to offer the Government, for the sum of £430, a block of land in the township of Singleton; being bounded on the north by Castlereagh-street, 921 feet; on the south by York-street, 922 feet; on the east by Church-street, 282 feet; and on the west by Bathurst-street, 283 feet.

This land is about 200 yards from the Court-house and lock-up, and a good site for Police buildings, being bounded on all sides by streets.

I have, &c.,

GEORGE LODER,
by R.D.

No. 24.

The Under Secretary for Lands to The Under Secretary, Colonial Secretary's Office.

THIS letter should probably be forwarded for the consideration of the Inspector General of Police.

J. W. ELLIS,

For the Surveyor General,
17 May, 1877.

Forwarded to the Principal Under Secretary, with a request that the communication may be transmitted to the Inspector General of Police.—W.W.S. Lands Department.—B.C., 9 June 1877.

No. 25.

The Under Secretary, Colonial Secretary's Office, to The Inspector General of Police.

THE Inspector General of Police, B.C., 11 June, 1877.—H.H.

No. 26.

Superintendent Morisset to The Inspector General of Police.

Police Department, Superintendent's Office, N.-E. District, Maitland, 13 June, 1877.

8 May, 1877.

MEMO.—I believe Mr. Loder's letter (attached) refers to the same piece of land I mentioned in my report of the 14th ult., No. 77/205, and which piece I informed the Inspector General was centrally situated, though subject to inundation, and on that account I could not recommend it as a site for a Police Station.

If the Inspector General will have the goodness to refer to the papers forwarded with my report above alluded to, he will see if it is the same piece Mr. Loder wrote to me about.

E. V. MORISSET,
Superintendent.

No. 27.

The Inspector General of Police to The Under Secretary, Colonial Secretary's Office.

THESE papers should be considered with my letter dated the 17th ultimo, No. 610 and enclosures.

EDMUND FOSBERY, I.G.P.

B.C., 14/6/77.

No. 28.

The Under Secretary, Colonial Secretary's Office, to The Under Secretary for Public Works.

THE Under Secretary for Public Works, with reference to the letter of Inspector General of Police alluded to.—B.C., 19/6/77, H.H.

No. 29.

The Under Secretary for Public Works to The Colonial Architect.

COLONIAL Architect, for report and previous papers.—B.C., 27/6/77, J.R.

No. 30.

Mr. A. Bowman to The Inspector General of Police.

Sir,

Oaklands, Singleton, 17 May, 1877.

Understanding (on my return here to-day) that you require a piece of ground in Singleton suitable for the erection of Police Barracks, &c., have the honor to inform you that I have several pieces varying from two (2) to four (4) acres in various parts of the town, and which I now offer for sale to the Government.

I may mention that they are all most eligibly situated, central, and have the advantage of being above flood reach, which is of the utmost importance.

I shall be most happy to show any of your officers over my different pieces of land.

I have, &c.,

ALEXAN. BOWMAN.

No. 31.

7

No. 31.

The Inspector General of Police to Superintendent Morisset.

REFERRED to Supt. Morisset for report.—EDM. FOSBERY, I.G.P., 19/5/77.

No. 32.

Superintendent Morisset to The Inspector General of Police.

Sir,

Police Department, Maitland Station, 7 June, 1877.

I have the honor to report I have seen the different allotments of land offered by Mr. Bowman, at Singleton, for site for a Police Barracks, and now enclose a letter from him stating the prices he asks.

The two first lots described in his letter to me of the 5th instant are well situated, and out of reach of flood, but at the same time I must state they are not more favourably situated than the lots offered by Mr. Dangar and Mr. Quinn, although Mr. Bowman's prices are much higher.

I have, &c.,

E. V. MORISSET,
Superintendent.

Mr. A. Bowman to Superintendent Morisset.

[Enclosure to No. 32.]

Sir,

Gannon's Exchange Hotel, Sydney, 5 June, 1877.

Hearing from Mr. Larnach that you have inspected the different portions of ground in Singleton I had offered to the Inspector General of Police for sale, and that it is your wish for me to state my prices for the following portions, namely,—one acre (more or less) fronting George, Percy, and High Streets, opposite the old Parsonage—and two acres and a half (more or less) fronting Bishopgate, Market, Broughton and Kent Streets—allow me to inform you that my price for the former piece is £300, and the latter piece £550 (five-fifty).

I have also to advise you I have one acre and a quarter (more or less) fenced in behind the Scotch Church, for which I will take £300 (three hundred).

Hoping the above terms will meet with your approval,—

I am, &c.,

ALEXAN. BOWMAN.

The one-acre piece cost me £750.

No. 33.

The Inspector General of Police to The Under Secretary, Colonial Secretary's Office.

FORWARDED to the Principal Under Secretary, in connection with my letter of the 17th ultimo, No. 77/610.

B.C., 8 June, 1877.

ED. FOSBERY,
I.G.P.

No. 34.

The Inspector General of Police to The Under Secretary, Colonial Secretary's Office.

Sir,

Police Department, Inspector General's Office, Sydney, 17 May, 1877.

With reference to the proposed erection of a Police Station at Singleton, I have the honor to submit for the Colonial Secretary's consideration certain offers of land (as per margin) for a site, there being no Government land available, and also copy of a report from Superintendent Morisset, who has inspected the various sites.

An officer of the Colonial Architect's Office has also, I believe, been called upon to report.

I recommend, for the reasons submitted by Mr. Morisset, that Mr. Dangar's offer be accepted, and that provision be made on the Additional Estimates for the sum required for the purchase, but before deciding perhaps the Colonial Secretary may deem a reference to the Public Works Department desirable.

I have, &c.,

EDMUND FOSBERY,
Inspector General of Police.

Mr. Dangar.....	£250
„ George Adams	275
„ Arthur J.	300
„ Walker....	300
„ J. Hollinshead	350
„ Arthur J.	400
„ Walker....	400
„ George Loder	430
„ Jas. P. Quinn	500
„ John Browne	1,000

Refer to Works Department, as suggested.—H.P., 28/5/77. The Under Secretary for Public Works, B.C., 29/5/77.—H.H. To be returned. There are previous papers in the case.—Principal Under Secretary, B.C., 30/5/77, J.R. Former papers herewith, 77/4,286.—B.C., 4/6/77, H.H. Colonial Architect for report accordingly.—B.C., 4/6/77, J.R.

[Enclosure 1 to No. 34.]

Mr. H. W. Dangar to Superintendent Morisset.

Dear Sir,

Neotsfield, 11 May, 1877.

Hearing that the Government are seeking a site whereon to build a Police Barrack, I beg to offer you the piece of land fronting York-street, as per rough sketch* enclosed. It has 218 feet frontage to York-street, with a good depth (288 feet), and no part of it, as far as I understand, has ever been touched by floods. Taking this into consideration, and from its position I have no doubt it should be very suited to the purposes for which it is required. The price I require is £250.

I remain, &c.,

HENRY W. DANGAR.

[Enclosure

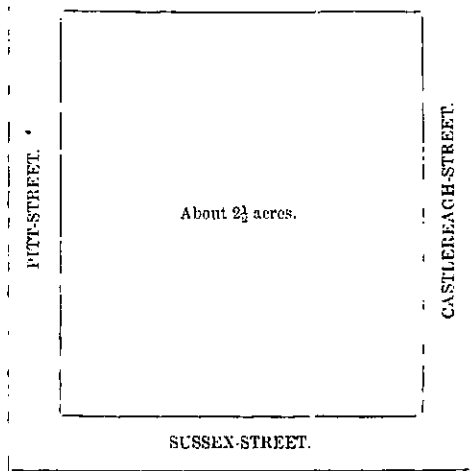
* Appendix B.

[Enclosure 2 to No. 34.]

Mr. G. Adams to Superintendent Morisset.

Sir, Singleton, 12 May, 1877.
 Enclosed I herewith submit a sketch of land and its position for your examination, by which you will observe they have a frontage to Castlereagh, Pitt, and Sussex Streets.
 The land is substantially fenced with a new three-railed fence.
 The price for said piece of land described, two hundred and seventy-five pounds (£275).
 I am, &c.,
 GEORGE ADAMS.

[Sub-enclosure.]



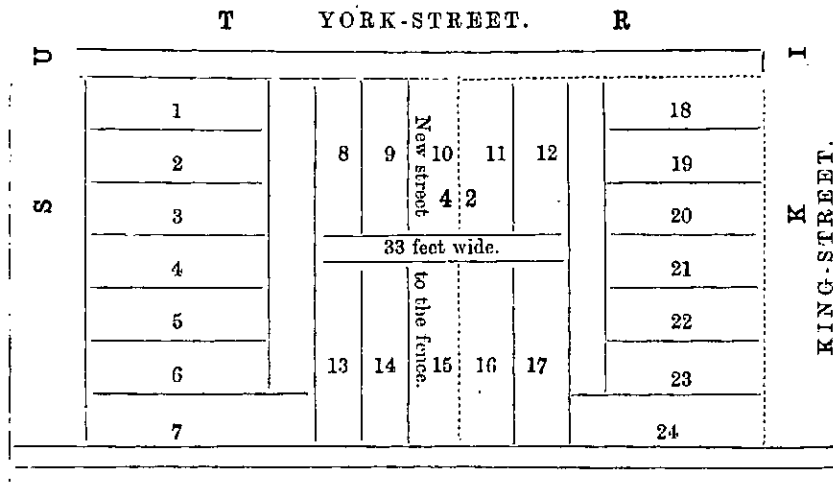
Allotments from 1 to 20, section 33, as shown on map of Singleton township.

[Enclosures 3 and 5 to No. 34.]

Mr. A. J. Walker to Superintendent Morisset.

Dear Sir, Singleton, 12 May, 1877.
 Referring to the property shown to you this day, I beg to offer the same for the sum of £400. It contains something over three-quarters of an acre, and has a frontage of 66 feet to George-street on the south-west; to High-street 150 feet, on the north-east; with a depth of 330 feet more or less. This property is considered a magnificent position, and above the reach of the highest flood.
 I have considered the matter of dividing the large block in York-street, and am willing to take £300 for the half, in consideration of the Government allowing the half of a 40-foot lane or street from York-street to the fence as shown, thus giving you the benefit of the highest block and a frontage on three sides.
 I do not think you will do better than to take this piece. It is every way suitable, being several feet above the highest flood, centrally situated, and commanding one of the best positions in the district. Awaiting your reply, I beg to remain,—
 Yours, &c.,
 ARTHUR JAS. WALKER,
 Pro JAMES P. QUINN.

[Sub-enclosure.]



[Enclosure 4 to No. 34.]

Mr. J. Hollinshead to The Colonial Secretary.

Dear Sir, Newcastle, 30 April, 1877.
 Having heard that the Government is in want of a suitable site for building Police Barracks in Singleton, I beg to offer a block of land containing half an acre, situated in George-street, opposite the site for the new Post and Telegraph Offices, and adjoining the Bank of New South Wales. Price £350.
 An early reply will oblige—
 Yours, &c.,
 JOSEPH HOLLINSHEAD.

Police

9)

Police Department, Inspector General's Office, Sydney, 2 May, 1877.

MEMO.—Referred to Supt. Morisset.—EDMUND FOSBERY, I.G.P.

[Enclosure 6 to No. 34.]

Mr. G. Loder to The Inspector General of Police.

Sir.

Abbey Green, Singleton, 8 May, 1877.

I beg to offer to the Government as a site for Police Barracks, for the sum of £130, a block of land in the township of Singleton; being bounded on the north by Castlereagh-street, 921 feet; on the south by York-street, 922 feet; on the east by Church-street, 282 feet; and on the west by Bathurst-street, 283 feet.

This land is very favourably situate, and about 200 yards distant from the Court-house and lock-up.

I remain, &c.,

GEORGE LODER.

REFERRED to Supt. Morisset in connection with other papers.—EDMUND FOSBERY, 9th May, 1877. Supt. Morisset, Maitland.

[Enclosure 7 to No. 34.]

Mr. J. P. Quinn to Superintendent Morisset.

Sir.

George-street, Singleton, 28 April, 1877.

I learn that the Government are seeking a suitable site for the creation of a Police Station at Singleton. In view of the same, I have a block of land situated in the best position in Singleton for that purpose. It contains twenty-four allotments, having a frontage to three streets, viz., King, York, and Sussex Streets, in all about four acres (more or less), securely fenced, and within a short distance of the Court-house and Gaol, and above the reach of the highest flood. I have offered this property to the Government for the sum of £500.

Trusting on inspection of this property, you will be enabled to give it a favourable recommendation,—

I have, &c.,

JAMES P. QUINN.

FORWARDED for the Inspector General's information. Does the Inspector General consider it would be worth my while to inspect and report on this land? From the description of it I should say that it would be a very suitable lot, and not out of the way, as far as price goes, though I dare say it might be had for less. A Police Station is very much required at Singleton.

E. V. MORISSET, Superintendent,

30 April, 1877.

The I.G. Police.

As Mr. Quinn states he has offered this land to the Government, no doubt a report from this department will be called for. Perhaps, therefore, Mr. Morisset will take an opportunity of inspecting and reporting. The quantity of land is more than we require, unless in view of a possible necessity for a new gaol.

EDMUND FOSBERY, I.G.P.,

2 May, 1877.

Supt. Morisset.

[Enclosure 8 to No. 34.]

Mr. J. Browne to Superintendent Morisset.

Dear Sir,

Macquarie Place, 14 May, 1877.

Those two allotments I have for sale, one in George-street, with dwelling-house and out-houses and stable, and which is on two allotments of land, each containing 66 feet frontage, with other lands also adjoining some five allotments; the other land is adjoining the Court-house, with a full size allotment 66 feet frontage with a depth of 160 feet, more or less, and on which is a dwelling-house, out-houses, and a stable for four horses, and room for twenty tons of hay. I received a letter from Mr. Lewis, Colonial Architect, after writing to him, previous to seeing you, stating he would be in Singleton by the end of the week, and inspect the places offered. The first place named in George-street, with two allotments of land I value at £1,000, and if more land is required I shall expect £2 per foot. The latter place adjoining the Court-house I also value at £1,000, and further particulars you may require Mr. Lewis will furnish you with them.

I am, &c.,

JOHN BROWNE.

[Enclosure 9 to No. 34.]

Superintendent Morisset to The Inspector General of Police.

Sir.

Police Department, Maitland, 14 May, 1877.

I have the honor to report that I have visited Singleton and seen all the pieces of land mentioned in the attached letters, and offered for sale to the Government for sites for Police Barracks.

Either of the lots offered by Mr. Quinn (for Mr. Walker and himself) are favourably situated, and out of reach of flood.

Mr. Dangar's allotment is also quite out of flood reach, is very well situated, and contains about the quantity of land required.

Mr. Loder's five acres are the most centrally situated, but are low and subject to inundation.

Mr. Adams's is also a very nice block, but not out of flood reach.

Mr. Hollinshead's half-acre is very low and in time of flood forms a watercourse for the flood-waters.

Mr. John Browne, of Singleton, informed me that he was willing to sell the Government two properties he has in Singleton with buildings on them. I know the premises, but cannot recommend the purchase of either, for although both are very centrally situated, they are subject to inundation, and the buildings on them are not suitable for the purposes required.

Of all the sites offered I think that of Mr. Dangar's is the most suitable, as it is also the cheapest.

In selecting a site, I venture to express a hope that the Government will choose one of those out of flood reach, as in time of flood, when the police are most required to lend their assistance in saving the lives and property of the inhabitants, they would—if the Government buildings were also flooded—be employed in saving and moving the Government property in their charge, to say nothing of the great damage a flood does to all properties within its influence.

I have, &c.,

E. V. MORISSET.

Superintendent.

P.S.—Since writing the above, I have received Mr. Browne's written offer, which I now forward.

E.V.M., Supt.

No. 35.

The Inspector General of Police to 'The Under Secretary, Colonial Secretary's Office.

Sir,

Police Department, Inspector General's Office, Sydney, 21 May, 1877.

With reference to my letter of the 17th instant, No. 77/610, respecting purchase of a site at Singleton for Police buildings, I have now the honor to state that Mr. George Adams informs me that he has disposed of the land offered by him for sale to the Government.

I have, &c.,

EDMUND FOSBERY,

Inspector General of Police.

No. 36.

The Under Secretary, Colonial Secretary's Office, to The Inspector General of Police.

The Inspector General of Police may be authorized to inquire for another eligible site by advertisement or otherwise.—H.H., 30/5/77.

Approved—H.P., 31/5/77.

The Inspector General of Police, B.C., 31/5/77.—H.H.

No. 37.

The Inspector General of Police to 'The Under Secretary, Colonial Secretary's Office.

The papers herewith should be considered with my report of the 17th instant *not* attached.

EDMUND FOSBERY,

I.G.P.

B.C., 31 May, 1877.

No. 38.

The Inspector General of Police to 'The Under Secretary, Colonial Secretary's Office.

Sir,

Police Department, Inspector General's Office, Sydney, 20 June, 1877.

Referring to my letter of the 17th ultimo, No. 77/610, respecting the purchase of a site at Singleton for the Police buildings to be erected there,—I have the honor to state that, having now had an opportunity of inspecting all the sites offered for sale to the Government, I can endorse Mr. Morisset's opinion that Mr. Dangar's allotment is the most eligible in position and moderate in cost. I have therefore the honor to recommend that authority may be given to conclude the purchase, the cost to be provided on the Supplementary Estimates for the current year.

I have, &c.,

EDMUND FOSBERY,

I.G.P.

No. 39.

Minute of the Colonial Secretary.

What is the amount required?—22/6/77.

Mr. Dangar's land is offered for £250, and is the lowest offer. Papers are now with the Col. Architect.—B.C., 28/6/77, G.H., for U.S.

The purchase for £250 may be approved—the amount being placed on Supplementary Estimates for the present year: the title of course being satisfactory to the Crown Solicitor.—3/7/77.

Approved.—H.P., 4/7/77.

No. 40.

The Under Secretary, Colonial Secretary's Office, to 'The Inspector General of Police.

Sir,

Colonial Secretary's Office, Sydney, 6 July, 1877.

In reply to your letter of the 20th of last month, I am directed to inform you that the Colonial Secretary approves of your concluding the purchase of the piece of land at Singleton offered by Mr. Dangar as a site for Police buildings, on the understanding of course that the title be found satisfactory to the Crown Solicitor; and that the Colonial Treasurer has been invited to cause the amount of the purchase money, namely, two hundred and fifty pounds, to be placed on Additional Estimates for the current year.

I have, &c.,

HENRY HALLORAN.

No. 41.

The Under Secretary, Colonial Secretary's Office, to 'The Under Secretary for Finance and Trade.

Sir,

Colonial Secretary's Office, Sydney, 6 July, 1877.

The Inspector General of Police having been empowered to conclude the purchase (subject to the approval of the title by the Crown Solicitor) of a piece of land at Singleton, offered by Mr. Dangar as a site for Police buildings, I am directed by the Colonial Secretary to request that you will invite the Colonial Treasurer to cause the amount of the purchase money—namely, two hundred and fifty pounds—to be placed on the Additional Estimates for the current year.

I have, &c.,

HENRY HALLORAN.

No. 42.

11

No. 42.

The Under Secretary, Colonial Secretary's Office, to The Inspector General of Police.
£250 voted. Has the land been yet conveyed? The Inspector General of Police, B.C., 17 Oct., /77.—H.H.

No. 43.

The Inspector General of Police to The Under Secretary, Colonial Secretary's Office.
The Crown Solicitor is arranging for the conveyance of the land. I have requested him to expedite the matter.

EDMUND FOSBERY,
I.G.P.

B.C., 18 Oct., /77.
Put by for the present.—20/10/77.

No. 44.

The Inspector General of Police to The Under Secretary, Colonial Secretary's Office.

Sir, Police Department, Inspector General's Office, Sydney, 22 October, 1877.
Referring to my B.C. report of the 18th instant, on C.S. papers, No. 77/5134, respecting the purchase of certain land at Singleton as a site for Police buildings, from Mr. Dangar, I have now the honor to submit a letter received from the Crown Solicitor, on the subject of Mr. Dangar's title, and to recommend, in accordance with Mr. Williams' suggestion, that the Colonial Secretary may approve of the acceptance of the title.

I have, &c.,
EDMUND FOSBERY,
Inspector General of Police.

[Enclosure to No. 44.]

The Crown Solicitor to The Inspector General of Police.

Sir,

Crown Solicitor's Office, Sydney, 22 October, 1877.

I have the honor to inform you that the title deeds forwarded by you, relating to the title of A. J. Dangar, Esq., to land at Singleton, which it is proposed shall be purchased for Police purposes, commence with conveyance from Mr. M. A. Burdekin and others, but there is nothing to show what their title was.

I understand Mrs. Burdekin's title is usually accepted as to the land at Singleton claimed by her—as to the portion of the Singleton Estate which was conveyed to the Burdekin family, but I am unacquainted with it, and in the absence of an abstract of title cannot give any opinion therein.

I notice that in the conveyance from Mr. Burdekin to A. J. Dangar, of date 27th December 1876, a portion of land, which was at one time shown as a line dividing allotments 18, 19, 20, and 21, from allotments 32 to 38, is included in the description of the land conveyed to Mr. Dangar; and Mr. Dangar explains in his note of date 13th July, 1877, that this land was closed by consent in order to enable Mr. Burdekin to sell the adjoining land, including a portion of the lane to the Grammar School; there is no proof that all rights of passage over this land have been released, but probably no difficulty will ever arise on that account.

I think a private person purchasing would probably accept the title as shown by Mr. Dangar, but it is necessary, I think, that I should state how the matter stands, and have the consent of the Honorable the Colonial Secretary, by whom the agreement for the purchase was made, to my doing so.

If this consent is obtained, I can forward the conveyance at once for execution.

I have, &c.,
JOHN WILLIAMS,
Crown Solicitor.

No. 45.

Minute of the Colonial Secretary.

The acceptance of the title may be approved.—29/10/77, JOHN R.

No. 46.

The Under Secretary, Colonial Secretary's Office, to The Inspector General of Police.

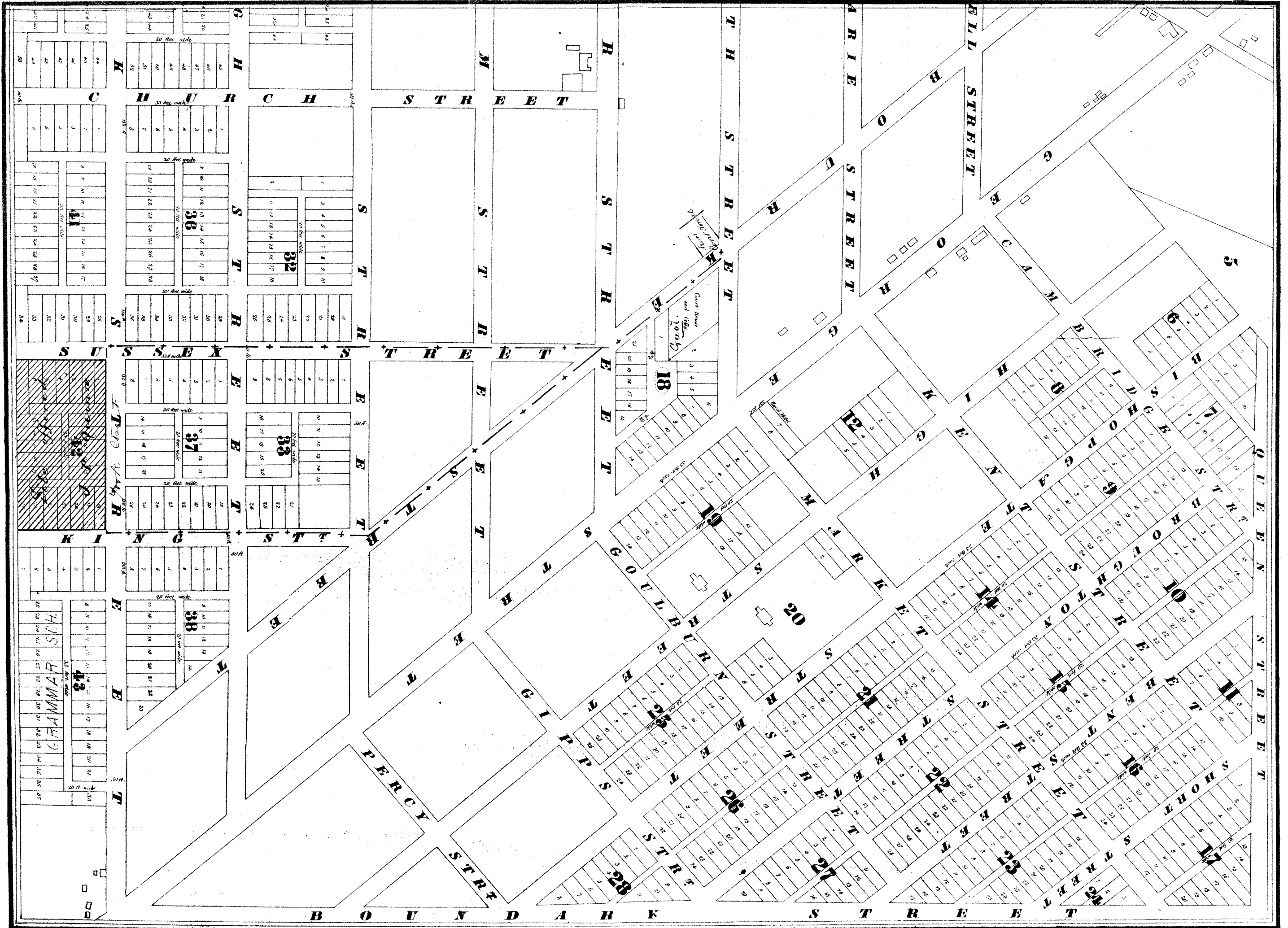
Sir,

Colonial Secretary's Office, Sydney, 1 November, 1877.

In reply to your letter of the 22nd of last month, submitting a letter from the Crown Solicitor, regarding the title of the land at Singleton, purchased from Mr. A. J. Dangar, for a site for Police buildings, I am directed to inform you that the Colonial Secretary approves of the accepting of the title shown by Mr. Dangar.

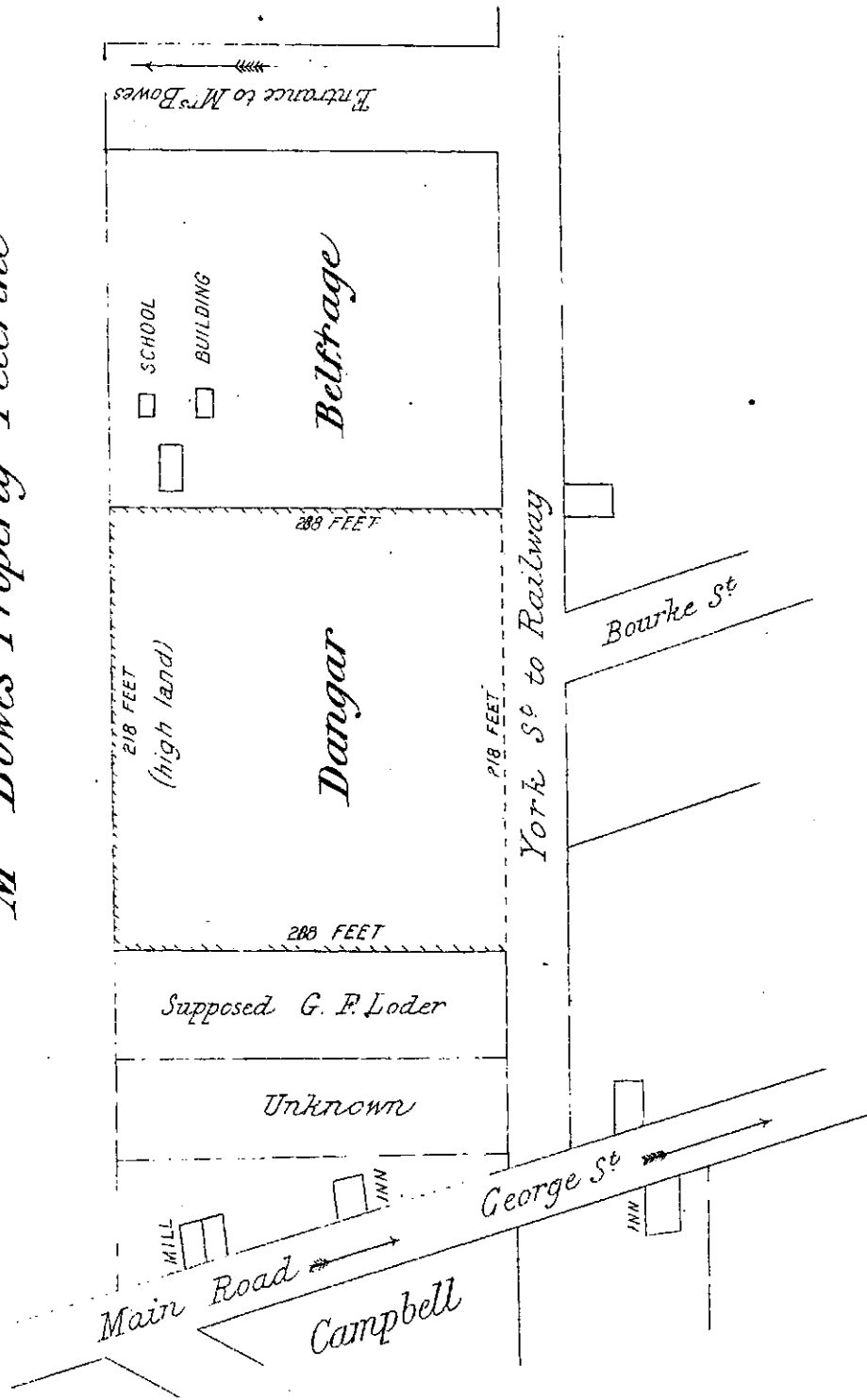
I have, &c.,
HENRY HALLORAN.

[Two plans.]



The line to Court House and Gaol shown thus

Mrs Bowes' Property "Pelerine"



(Sig. 450)

1877-8.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

FRANCIS O'MEARRA.
(PETITION OF.)

Ordered by the Legislative Assembly to be printed, 20 March, 1878.

To the Honorable the Legislative Assembly of New South Wales, in Parliament assembled.
May it please your Honorable House,—

The humble Petition of Francis O'Mearra, of 13, Bathurst-street West, in the City of Sydney,—

RESPECTFULLY SHOWETH :—

1. That your Petitioner arrived in this Colony, by an order of the Prince Regent, in the year 1819, to join his father.
 2. That your Petitioner entered the Police Force about the year 1825, and served nineteen years—eleven of which he was a conductor in the Force, during which period your Petitioner served under Captain Rossi, Colonel Morrisett, Colonel Wilson, Mr. Myles, Captain James, and Mr. Day.
 3. That during such service your Petitioner arrested and brought to justice three murderers, several armed desperadoes, for which he was complimented by then Chief Justice, Sir Francis Forbes, Judges Dowling and Stephen, which testimonials were left at the Colonial Secretary's Office, and cannot now be found.
 4. That your Petitioner is now 79 years and in destitute circumstances, and prays that your Honorable House will take his case into favourable consideration.
- And your Petitioner, as in duty bound, will ever pray.

FRANCIS O'MEARRA.

1877-8.

NEW SOUTH WALES.

PRISONS REGULATION ACT.

(REGULATION UNDER.)

Presented to Parliament, in accordance with the Act 4 Vict. No. 29, sec. 5.

Colonial Secretary's Office, Sydney, 18th April, 1878.

His Excellency the Governor, with the advice of the Executive Council, has been pleased to substitute the following Regulation for No. 68 of the Gaol Regulations, made under the Prisons Regulation Act, 4 Vict. No. 29, section 5, viz. :—

Gaoler to deal with certain cases.

68. The Gaoler is empowered to cause any prisoner guilty of any breach of the Regulations or other disorderly conduct to be kept in close confinement and upon half rations for any time not exceeding seven days, or until the arrival of the Visiting Justice, to whom the circumstances of the case shall be reported, and who will, if he see fit, require the prisoner to be brought before him for discharge or further punishment. The Gaoler may place a refractory prisoner in irons, but he will not continue the use of irons for longer than forty-eight hours without the permission of the Comptroller General of Prisons or of the Visiting Justice; and he will report in writing to the Comptroller General of Prisons, as well as to the Visiting Justice, the circumstances of every case wherein he may have found it necessary to resort to any such measure of coercion as above specified.

MICHAEL FITZPATRICK.

1877-8.

—
LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

ALLEGED TORTURE OF PRISONERS IN BERRIMA GAOL.

(CORRESPONDENCE WITH REFERENCE TO.)

Ordered by the Legislative Assembly to be printed, 26 March, 1878.

SCHEDULE.

No.		PAGE.
1.	Minute of the Colonial Secretary, communicated to Comptroller General of Prisons. 9 February, 1878	1
2.	Comptroller General of Prisons to the Under Secretary, Colonial Secretary's Office, with enclosures. 18 February, 1878	1
3.	The Under Secretary, Colonial Secretary's Office, to Comptroller General of Prisons, with enclosure. 21 March, 1878	4

No. 1.

Minute of The Colonial Secretary to The Comptroller General of Prisons.

In his place in the Assembly on Thursday, Mr. Driver stated in the most confident manner that it was within his knowledge that it had been the practice in Berrima Gaol to subject prisoners in that establishment to physical torture by means of (1) "gagging" and (2) "spread-eagling," or the tricing up of a man by his wrists, with his feet not quite resting on the ground; and this assertion was further corroborated by Mr. Macintosh (as I understood him) on the testimony of other persons. The gagging, it was alleged, extended sometimes as long as eight or ten hours. Mr. Driver also said that the Gaoler at Berrima had on one occasion admitted to him that he resorted to these expedients in the case of refractory prisoners.

I promised on the part of the Government to have a full inquiry made into the truth of this charge; but before proceeding with any more formal investigation, I think it due to the Comptroller General of Prisons to afford him an opportunity of saying whether it has ever reached his knowledge that the practice of gagging or spread-eagling had been resorted to? If so, when and where, and upon what convicts, and under what sanction, direct or implied?

M.F.

B.C., 9/2/78. The Comptroller General of Prisons.—M.R.A.

No. 2.

The Comptroller General of Prisons to The Under Secretary, Colonial Secretary's Department.

Prisons Department, Sydney, 18 February, 1878.

I could have at once answered the inquiries contained in the concluding part of the minute of the Colonial Secretary, by stating that no instance of "spread-eagling" in Berrima Gaol has reached my knowledge; it was within my knowledge that the use of the "gag" has been resorted to upon several occasions.

I have referred to Berrima for information under both heads, taking for the period, since 1867, the time of the promulgation of the present Prisons Regulations, prior to which the officers had no sufficient instructions for their guidance.

I extract from regulation No. 68 that portion relating to the use of irons and the gag in cases of refractory prisoners:—

“The gaoler may place a refractory prisoner in irons, but he will not continue the use of irons for longer than forty-eight hours, without the permission of the Sheriff or of the Visiting Justice, nor will he cause a gag to be used beyond the necessity for compelling the prisoner to submit and cease from shouting or making use of offensive language; and the gaoler will report in writing, to the Sheriff, as well as to the Visiting Justice, the circumstances of every case wherein he may have found it necessary to resort to any of the measures of coercion as above specified.”

This regulation, as in fact the entire code, was prepared by myself, and I have no reason to doubt but the directions therein laid down have been duly observed by reports at the time, in cases of gagging, to myself and the Visiting Justice.

A report from the gaoler, supported by a minute of the Visiting Justice, is enclosed. It returns five cases of gagging in the last eleven years. It asserts that “in no case has the gag been in for more than five minutes, and in some cases less”; and it denies “spread-eagling.”

The Visiting Justice informs me that he has made inquiries of the chaplains and of other officers of long standing and can trace no cases of gagging other than those given in the gaoler's report.

The case of the prisoner referred to by Mr. Macintosh I take to be that of a man named Molloy. He was not gagged at Berrima but at Port Macquarie. He was perhaps at one time the most refractory prisoner in the gaols and brought unusual measures of coercion upon himself. I passed his complaints to the then Colonial Secretary. Sir Alfred Stephen, after his discharge, took up his case, obtained all information, and mentioned to me that, although he thought a mistake had been made in the mode of managing him at Port Macquarie, he had forced the measures of punishment and coercion upon himself.

I am of opinion that the power of using irons and the gag, as defined in the regulation quoted above, is a necessary and wholesome power with which to meet extreme cases; and that its withdrawal would be fraught with serious danger. When occasion has arisen, I have strongly impressed upon the gaolers that such means should, in the spirit of the regulation, be resorted to only to suppress violence or disturbance, and be discontinued instantly upon submission. I would not for a moment tolerate “spread-eagling” in the sense it is alleged to have been exercised, but I, with those who direct the English Prisons, recognize the necessity in exceptional and rare cases of extreme violence for restraint by irons to the sides as well as to the floor of a cell.

After obtaining the information rendered above, it occurred to me that the references in Parliament may have been to occurrences behind even the eleven years, for which period I had called for reports. I transmit the further information obtained, which discloses two cases of ironing to the sides of cells—not “spread-eagling” in the sense used, of the prisoner being tortured by being suspended off the floor—a case of gagging four riotous prisoners in 1864, which was sanctioned by myself, and another in the early part of that year.

The system obtaining in Berrima Gaol, resting upon separate treatment, is of incalculable service in maintaining subordination in the gaols of the Colony, and in bringing refractory prisoners (to their own material benefit) into discipline and good conduct. To that prison, as to Pentonville in England, are returned for a time men who in the associated prisons have become refractory and unmanageable save by corporal punishment, which is rarely and only in extreme cases resorted to. So the officer-in-charge of Berrima Gaol has to deal with the most rebellious men. It is impossible to lay down the exact measures of repression needed to control a violent and infuriated man; and it is essential that an officer in such a position should, unless shown clearly to be in the wrong, be strongly supported.

I would ask to be furnished with specific information of the allegations made in Parliament, when I would be prepared to make the most searching inquiry. As the matter now stands, I have only been able to gather such information as I could in cases which may or may not be the basis of such allegations.

HAROLD MACLEAN,
Comptroller General.

[Enclosure No. 1.]

The Gaoler, Berrima, to The Visiting Justice, Berrima Gaol.

Sir,

H. M. Gaol, Berrima, 12 February, 1878.

In compliance with your request, I have the honor to submit the names of prisoners who have been gagged in this gaol since 1867.

There is no record of any prisoners having been spread-eagled during that time.

18 November, 1867.

Joseph Bragg—For insolence before the Visiting Justice (Mr. Rowley).

17 August, 1870.

Patrick Giltinan—For cursing and blaspheming when I visited him in his cell. The same prisoner, when brought before the Visiting Justice (Mr. Rowley) and Mr. Bray, J.P., was ordered by them to be gagged for using filthy and obscene language.

25 September, 1872.

Henry Schultz—For shouting, swearing, and using filthy language in his cell.

14 January, 1878.

Charles Cunningham alias Smith—For using filthy and insulting language during an inquiry in the gaol office.

I have carefully examined the records, and the foregoing are the only cases of “gagging” during the past eleven years. In no case has the gag been in for more than five minutes, and in some cases less.

No other means of coercion have been resorted to in this gaol since 1867, other than that ordered by yourself or the Comptroller General of Prisons, such as “separate or solitary confinement or dark cells.”

I have, &c.,
W. SMALL,
Gaoler.

Six years personal knowledge enables me to confirm for that period the facts herein. “Spread-eagling” has not been resorted to, and “gagging” only when necessary, and when other means of coercion fail or are impracticable.—F. R. WILSHIRE, 14/2/78.

[Enclosure

[Enclosure No. 2.]

Telegram from Comptroller General of Prisons, Sydney, to Police Magistrate, Berrima.

MR. DRIVER states that Mr. Small did on one occasion admit to him that he had resorted to gagging and spread-eagling in cases of refractory men. How does Mr. Small reconcile that with present report? If admission relates to cases anterior to 1867, let him give particulars, and irrespectively of such admission of any cases before 1867; testimony from other officers also desirable in cases reported. One, Giltinan, seems to have had a punishment ordered after he had ceased foul language; is it so, or any of the others, and which? Please answer by Monday morning.

Further reports from the gaoler and other officers herewith as required.—F. R. WILSHIRE, V.J., Berrima, 17/2/28.

The Gaoler, Berrima, to The Visiting Justice, Berrima Gaol.

Sir,

H.M. Gaol, Berrima, 16 February, 1878.

In reply to your inquiry as to my having told Mr. Driver that prisoners had been gagged and spread-eagled, I have the honor to state that I have no recollection of ever having told Mr. Driver any such thing, and I think it scarcely possible that I should do so. I think Mr. Driver has made a great mistake, as I am quite sure I never told him, nor anyone else, that prisoners were gagged for such a length of time as stated by Mr. Driver, and reported in the *Herald*, nor have I any recollection of telling him they were gagged at all. It is scarcely feasible I should tell such a falsehood for such a purpose. I rather think if such cruelties had been perpetrated I should try to keep them from the knowledge of the Members of the Assembly, unless asked direct for the information.

It is seven or eight years since Mr. Driver was in this gaol, and at that time I questioned him as to what grudge he had against me that he should bring the discipline of this gaol before the Assembly, when he replied it was not me, it was the Government he was hitting at, as he thought the time was past for men to be shut up like wild beasts. With the consent of the Visiting Justice (Mr. Rowley) I took Mr. Driver round the cells, and introduced him as a Member of Parliament, and he questioned the prisoners as to their having any complaints to make of their treatment and not one complained.

I drew the attention of Mr. Driver to the fact, after he had been round, and he said they were afraid to complain because I was with him. Mr. Driver asked one prisoner, whom he seemed to know, if he would not rather be on Cockatoo than here, and prisoner replied "No, because he got what he was allowed by Government here, but at Cockatoo he would be put in the dark cells for asking for it."

I forward herewith reports from several of the officers, also a copy of the report of "Giltinan's" punishment, as supplied to the Comptroller at the time, which I think will explain his case. Reports of spread-eagling and gagging prior to 1867, attached.

I have, &c.,
W. SMALL,
Gaoler.

Cases of Spread-eagling in Berrima Gaol.

In 1863 one prisoner, whose name I forgot, and of whom I can find no record, was spread-eagled for refractory conduct and refusing to desist. Another in 1864, as reported by Chief warden Everett, was spread-eagled by Warden Sadler and himself. These are the only cases of spread-eagling that have occurred during the time I have been in this gaol. The rings to which the prisoners were fastened are only 3 feet 10 inches from the ground, placed as shown in the margin.

The prisoners on neither occasion were spread-eagled for more than half an hour, and there is no torture in the process as the prisoner is standing on his feet all the time, and was only resorted to to keep the prisoners from breaking the prison.

W. SMALL,
Gaoler.

Cases of Gagging anterior to 1867.

THE four prisoners named in the margin were gagged during the mutiny in November, 1864, and was* reported to the Comptroller General of Prisons at once, he being in Berrima at the time. This was not resorted to until the prisoners had been refractory for 4 days and would not desist from shouting, smashing the cell-doors and other Government property.

In no case was the punishment longer than was sufficient to subdue the prisoner, nor was it ever resorted to when he was subdued.

W. SMALL,
Gaoler.

*See in original.
James Richardson.
William Lee.
James Smith
alias Tomlins,
Peter Hindmarsh.

The gaol was in a high state of mutiny; the prisoners had to be driven into their cells. Their shoutings could be heard for a great distance; I sanctioned the use of the gags by which order was restored.—H.M.L., 18 Feb., /78.

The Gaoler, Berrima, to The Acting Inspector of Prisons.

Sir,

H.M. Gaol, Berrima, 19 August, 1870.

I have the honor to report, for your information, that the prisoner named in the margin was this morning locked up by Warden Mulligan for insubordination and insolence. I went to his cell in company with the Visiting Surgeon, when he at once commenced to curse and blaspheme, so much so I was obliged to use the gag, which was removed after a little time, when he had become quiet. As I entered the cell prisoner came towards me in a threatening attitude, with his hands clenched. I made a blow to keep him off and struck him on the shoulder but did not hurt him; afterwards, when brought before the Visiting Justice and another Magistrate, he commenced again to curse and swear. The Visiting Justice then ordered him to be gagged. After hearing the entire case the Magistrates sentenced him to 14 days in the dark cell.

I have, &c.,
W. SMALL,
Gaoler.

H.M. Gaol, Berrima, 17 February, 1878.

Warder John H. Mulligan states:—I am fourteen years as warder in this gaol; I have never seen a prisoner either gagged or spread-eagled since I came to the gaol.

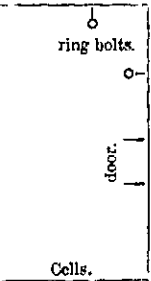
J. H. MULLIGAN,
Warder.

I heard of one or two instances of gagging since I came here, but no cases of spread-eagling.—J. H. MULLIGAN, Warder.

Berrima Gaol, 16 February, 1878.

Chief Warden Ghiblim Everett states:—About the latter part of 1863, or the beginning of 1864, a prisoner named Matthew Brittan was very refractory in his cell and breaking up his furniture, night-tub, &c., and also trying to break through his cell-door; at that time the doors were composed of cedar, and panelled; he was told several times to desist but would not, and we were obliged to handcuff him to the ring-bolts in his cell, commonly called spread-eagling; I assisted Warden Sadler to do it, he being at that time in charge of the wings (I was at that time an ordinary warder); that is the only instance that ever came under my notice since I have been in this gaol; the prisoner alluded to was not gagged; it was shortly after the mutiny that occurred here, when a prisoner named Hindmarsh jumped through his cell-door by breaking the panel out.

H.M.



H.M. Gaol, Berrima, 17 February, 1878.
Senior Warder Brayne states:—I have been a warder in this gaol four years and six months; three years and six months of that time senior warder in charge of the wings; during that time I have never seen any prisoner either gagged or spread-eagled, or have I ever seen any harsh means used towards any prisoner during the time I have been in the Prison service; I have heard of two prisoners being gagged, named Hornby and Cunningham, but I was not present, nor do I know it to be a fact.

CHAS. G. J. BRAYNE,
 Senr. Warder.

Berrima, 17/2/78.
 The Trades Overseer states that during the period that he has held his appointment, viz.,—twelve years, he has witnessed but one instance of gagging; had this kind of punishment been frequently inflicted more than one occurrence should have come under his observation.

P. HERBERT,
 Trades Overseer.

H.M. Gaol, Berrima, 17 February, 1878.
Warder John Brown begs to state that he has been in this gaol eight years, and during that time he has never seen any case of gagging or spread-eagling; he has heard that prisoners Schutz and Cunningham had been gagged, but it did not come under his immediate observation, and consequently he cannot vouch for it; he never heard of or seen* any spread-eagling during the time he has been here.

*Sic in original,

JOHN BROWN,
 Warder.

No. 3.

The Under Secretary, Colonial Secretary's Department, to The Comptroller General of Prisons.

Sir,

Colonial Secretary's Office, Sydney, 21 March, 1878.

20 March, 1878.

In acknowledging the receipt of your blank cover communication of the 18th ultimo, reporting with reference to the practice of "gagging" and "spread-eagling" prisoners, I am directed to transmit herewith, for your information and guidance, a copy of the Colonial Secretary's minute on the subject.

I have, &c.,
 M. R. ALLAN.

[Enclosure.]

1. As it is distinctly admitted in this report that the practice of "gagging" has not only been used occasionally in our prisons, but is actually sanctioned by the existing Gaol Regulations, and that the system of "spread-eagling", in a mitigated form, has also been resorted to, no further inquiry such as that contemplated in my minute of 9th February is necessary, and I at once proceed to deal with the several points raised:

2. It affords me great satisfaction to find from these documents (1) that the use of the gag has been so seldom resorted to (2) that its duration was not nearly so great as stated, and (3) that the so-called "spread-eagling" was not so cruel as was alleged. In two out of three of these inferences I am sustained by the statements made to me personally by a prisoner now in Darlinghurst Gaol, on whose information I have reason to believe Mr. Driver placed some reliance. I closely cross-questioned this man (Kerr) after giving him my assurance that he would incur no penalty for speaking freely, and he stated (1) that he had on several occasions been subjected to the gag, but that in no instance was it continued for a longer period than about 10 minutes; (2) that the so-called "spread-eagling" was only extending the hands, and securing them to the wall, and did not involve *tricing up*.

3. In the next place, seeing that the use of the gag is recognized by the Gaol Regulations, I entirely acquit the Comptroller General from any blame in resorting to that mode of coercion. Furthermore I have nothing to say against the system of separate confinement. It is no doubt a terrible punishment—more mental than physical—but I suppose it is necessary.

4. But having said this, I place on record my entire disapproval of anything like the infliction, arbitrarily, of physical torture, under any circumstances whatsoever. I shall doubtless be told that flogging is an instance of physical torture—granted; but it cannot be resorted to arbitrarily by any gaoler or warder. The resort to it can only be had after a trial before a Magistrate; it is inflicted publicly, and the severity of its application is regulated and cared for by the law. Not so the arbitrary use of the "gag" or the "spread-eagle." Here the punishment, which if long continued partakes of the character of torture, depends on the individual will of the gaoler, unchecked by any principle save his own conception of the adequacy of the punishment, and that at a time when he is not perhaps in the very mildest frame of mind towards the refractory prisoner.

5. In the next place, I do not admit the necessity for resort to these modes of restraint, if only restraint and not punishment be aimed at. If a person be violent, he can be *restrained* (a) by the use of handcuffs, (b) by the use of irons, (c) by the use it may be of a straight-jacket, or (d) by the fear of punishment to be inflicted by the Visiting Magistrates' orders; whilst if the prisoner be only *noisy*, which is the offence charged as an excuse for applying the "gag," I think he could be sufficiently restrained by being remitted to a dark cell.

6. Having thus stated my disapproval of the application of any physical torture, not recognized and regulated by law, it only remains that the Comptroller General should instruct the various gaolers that the use of the gag and the *spread-eagle* (whether mitigated or unmitigated) must henceforth wholly cease.

7. It might be desirable that a new regulation should be submitted to repeal so much of Gaol Regulation No. 68 as appears to sanction the use of the "gag."

20 March, 1878.

M.F.

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

THE PRISONER MARSHALL.

(CORRESPONDENCE RELATING TO TEMPORARY RELEASE FROM GAOL.)

Ordered by the Legislative Assembly to be printed, 17 April, 1878.

[Laid upon Table in accordance with promise made in answer to Question 7, Votes No. 60, 17 April, 1878.]

G. W. Lord, Esq., M.L.C., to The Comptroller-General of Prisons.

Dear Sir,

Kirketon, Darlinghurst, 9 April, 1878.

With reference to our conversations regarding the prisoner Marshall, at present under sentence in Berrima Gaol, I have to request that he may be brought to Sydney, Darlinghurst Gaol, in order to confirm the statements made by him as to the will of the late Robert Hancock.

I remain, &c.,

GEO. W. LORD.

Forwarded to the Principal Under Secretary, with a recommendation that His Excellency's authority be obtained for the transfer of the prisoner from Berrima to Darlinghurst Gaol.

The prisoner has stated that he did secrete, two years ago, the genuine will of the late Robert Hancock, and that if brought down for the purpose he is willing to produce it.

Mr. Lord's application is made because he is alleged to be materially interested in the will.—H.M., B.C., 10/4/78.

Memo. of The Comptroller-General of Prisons.

Police Department, Inspector General's Office, Sydney, 11 April, 1878.

MEMO.—Prisoner Marshall will arrive from Berrima Gaol to-day under escort of a prisons' officer *en route* to Darlinghurst. It is now arranged that instead of going to Darlinghurst the prisoner shall stop in course of transit at No. 2 Station, or proceed for the purpose intended at once, as may be directed by the Police officer who will meet the escort.

The prisons' officer will place himself under the orders of the police officer, and if prisoner remains at the station for the night will of course remain with him.

HAROLD MACLEAN,
Comptroller-General.

The Under Secretary, Colonial Secretary's Department, to The Comptroller-General of Prisons.

Sir,

Colonial Secretary's Office, Sydney, 10 April, 1878.

In reply to your report of the 10th instant, on the Honorable G. W. Lord's letter, forwarded therewith, I am directed by the Colonial Secretary to inform you that His Excellency the Governor has been pleased to approve of the transfer of the prisoner named in the margin, who is stated to be in possession of information touching the will of the late Robert Hancock, from Berrima to Darlinghurst Gaol.

James Marshall
in Berrima Gaol.

I have, &c.,

M. R. ALLAN.

1877-8.

NEW SOUTH WALES.

TELEGRAPHIC COMMUNICATIONS RESPECTING AN IRONCLAD.

(SUMMARY OF, BETWEEN HIS EXCELLENCY THE GOVERNOR AND THE EARL OF CARNARVON.)

Presented to Parliament by Command.

SUMMARY of Telegraphic Communications between His Excellency Sir Hercules Robinson, G.C.M.G., and the Earl of Carnarvon, on the subject of an Ironclad.

On the 23rd July, 1877, Sir Hercules Robinson informed the Earl of Carnarvon, by telegraph, that Sir Wm. Jervis had recommended the Colony of New South Wales to purchase an ironclad for harbour and coast defence; that Ministers had submitted to Parliament a resolution to that effect, but that an amendment had been carried directing the local Government to arrange with Her Majesty's Government for obtaining and maintaining, at the expense of the Colony, an ironclad for local defence, the intention being that such ship should be an Imperial instead of a Colonial vessel of war, but that the cost of maintenance should be borne by the Colony. Sir Hercules Robinson added, that Ministers had withdrawn the proposition temporarily, pending further consideration, and inquired whether the Imperial Government would be disposed to entertain the proposal of Parliament in respect of an Imperial ironclad if adopted by the Ministry.

On the 26th September the Earl of Carnarvon telegraphed to Sir Hercules Robinson, in reply, that, "if Ministers propose Colony paying for construction and maintenance of ironclad, Admiralty would readily consider arrangement." He asked whether a despatch on the subject were coming.

On the 4th October Sir Hercules Robinson telegraphed to the Earl of Carnarvon, in reply, that no despatch had yet been forwarded on the subject of the proposed ironclad, because soon after the transmission of his telegram of the 23rd July, Sir H. Parkes's Government had resigned, and the question had not since been reopened. He added, that the matter must now stand over for next Session, but that he had informed the present Ministers that the Admiralty were ready to consider the arrangement advocated and carried by them when in opposition.

1877-8.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

PAY OF MILITARY OFFICERS.

(RETURN RESPECTING.)

Ordered by the Legislative Assembly to be printed, 5 March, 1878.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 22nd February, 1878, That there be laid upon the Table of this House,—

“(1.) A Return showing the present rate of pay of all Military Officers in the permanent employ of the Colony, and also the pay such Officers would have received had they held similar positions at Sydney in the Imperial Service at the time of the departure of the Imperial Troops,—the Return to show, also, whether the Officers of the Imperial Service were or were not entitled to house accommodation, or a money allowance in lieu thereof; as also, what gratuities or half-pay the respective Officers, in accordance with Imperial or local Regulations, are entitled to on retirement.

“(2.) A Return giving the official record of the services of the respective Officers in the Permanent Military employ of the Colony.”

(*Mr. W. C. Browne.*)

PAY OF MILITARY OFFICERS.

RETURN showing the present rate of pay of all Military Officers in the permanent employ of the Colony of New South Wales, and also the pay such Officers would have received had they held similar positions in Sydney in the Imperial Service at the time of the departure of the Imperial troops; also, whether the Officers of the Imperial Service were or were not entitled to house accommodation, or a money allowance in lieu thereof; as also, what gratuities or half-pay the respective Officers, in accordance with Imperial or local Regulations, are entitled to on retirement.

Name and position.	Rate of pay.	Whether entitled to house accommodation or money allowance in lieu.	Gratuities or half-pay entitled to on retirement.	Remarks.
GENERAL STAFF AND NEW SOUTH WALES ARTILLERY—				
1 { Colonel Richardson, Commandant, Permanent and Volunteer Military Forces.	600	Yes. Holding a Commission under local Military and Naval Forces Act, which Act places persons so serving under same Regulations as Imperial Army. These last-mentioned Regulations give house accommodation, or allowance in lieu thereof.	Nil.	
Imperial Officer holding position at Sydney at time of departure of Imperial troops, would have been entitled to.	803	Yes	After 12 years service can claim gratuity of £1,200; 15 years, £1,600; 18 years, £2,000; and after 20 years service, pension varying with rank, length of service, &c., from £200 to £600 per annum (life).	
2 { Colonel Roberts, Commanding Artillery.	500	Yes, as above shown in No. 1.	Nil.	
Imperial Officer	615	Yes	As shown above against No. 1.	
3 { Major Baynes, Brigade Pay and Quarter Master, Permanent and Volunteer Military Forces.	365	Yes, as above shown	Nil.	
Imperial Officer	486	Yes	Having served 20 years as a Commissioned and Non-Commissioned Officer—10 of which in the former rank, and 5 of which as Paymaster, would be entitled to retire on 10s. a day for life. Rate increasing in ratio to service.	
4 { Major Christie, Major of Brigade	400	Yes, as above shown	Nil.	
Imperial Officer	524	Yes	As above shown against No. 1.	
5 { Major Spalding, New South Wales Artillery, and Adjutant Volunteer Artillery Brigade.	512	Yes, as above shown	Nil	It is impossible to work out an accurate comparison of the rates of pay in this case. Officers serving in the Imperial Service, either with their Regiments or purely as Adjutants to the Reserve Forces.
Imperial Officer	393	Yes	As shown against No. 1	
6 { Major Airey, New South Wales Artillery.	412	Yes, as above shown	Nil.	
Imperial Officer	368	Yes	As shown above against No. 1.	

	Name and position.	Rate of pay.	Whether entitled to house accommodation or money allowance in lieu.	Gratuities or Half-pay entitled to on retirement.	Remarks.
7	Captain Compton, Instructor of Musketry.	300	Yes, as above shown	Nil.	
	Imperial Officer	343	Yes	As shown above against No. 1.	
8	Captains Bacchus and Murphy, New South Wales Artillery, each.	256	Yes, as above shown	Nil.	
	Imperial Officer	261	Yes	As shown above against No. 1.	
9	Lieutenants H. Lo Patourel	238	Yes, as above shown	Nil.	
	A. Lo Patourel				
	Baynes				
	Murray				
	Mackenzie				
	Nathan				
Imperial Officer	178	Yes	As shown above against No. 1.		
10	Lieutenant Taunton, Acting Adjutant, New South Wales Artillery.	265	Yes, as above shown	Nil.	
	Imperial Officer	200	Yes	As shown above against No. 1.	
11	Staff-Surgeon Bedford	274	Yes, as above shown	Nil.	
	Imperial Officer	326	Yes	Gratuity of £1,000 on retirement after 10 years service, and half-pay after 20 years service of 16/6 per diem for life, increasing in ratio to rank and length of service.	
VOLUNTEER STAFF.					
12	Captain Wilson, Adjutant, 2nd Regiment, Volunteer Rifles.	250	Not granted	Nil	No such appointments in Imperial Service are now given to officers not actually belonging to Regular Forces, who participate in the advantages of pension, &c., as noted against No. 1.
	Imperial Officer	272	Yes	See remarks	
13	Captain Strong, Commanding Public School Cadet Corps.	250	Lodging allowance granted.	Nil.	No analogous position in Imperial Service.
	Imperial Officer .....	.....	.....	.....

JOHN S. RICHARDSON,
Colonel, Commandant.

RETURN giving the Official Record of the services of the respective Officers in the Permanent Military employ of the Colony of New South Wales, Sydney,

Name, Rank, and Corps.	Date of first and subsequent Commissions in Imperial Service, stating the Corps.	Date of leaving Imperial Service or going on half-pay.	Countries in which service was done in Imperial Army, from commencement of service to date of leaving.	Particulars of any active service in which engaged.	Particulars of any special Examinations passed, &c.	Particulars of any Staff Appointments held Regimentally or otherwise.	Date of joining Colonial Service, with Promotions, if any, in such Service.	Medals or other decorations.	Remarks.
GENERAL STAFF— John Soame Richardson, Colonel, Commandant Permanent and Volunteer Military Forces.	Ensign, 72nd Highlanders, Nov., 1854; Lieutenant 72nd Highlanders, Nov., 1855; Captain, 12th Regiment, July, 1863	Sept., 1864 ...	United Kingdom, Crimea, Channel Islands, Australia, New Zealand.	Served with 72nd Highlanders at siege and fall of Sebastopol, and with 12th Regiment during the War of 1860-61 at Taranaki, New Zealand, and in Waikato Campaign of 1863 and 1864.	Educational and professional examination on entry into the Imperial Service; examination for promotion to grades of Lieutenant and Captain.	Adjutant, 1st Battalion, 12th Regiment, from June, 1860, to July, 1863.	Appointed Lieutenant-Colonel Commanding Volunteer Force, Feb., 1865; Commandant, Permanent and Volunteer Military Forces, Aug., 1871; promoted full Colonel, Aug., 1876.	Crimean Medal with clasp for Sebastopol, Turkish War Medal; Medal for services in New Zealand.	
Thomas Baynes, Brigade Pay and Quarter Master, Permanent and Volunteer Military Forces.	In Imperial Service for 27 years, quitting it as Regimental Sergeant-major of the 11th Foot.	1854	United Kingdom, Mediterranean, Canada, Australian Colonies.	Nil	Nil	Nil	From 1854 to 1861 Instructor to Volunteer Force; appointed Lieutenant and Adjutant to Sydney Battalion, Volunteer Rifles, June, 1861; promoted Captain and appointed Brigade Adjutant and Paymaster, Aug., 1865; appointed Brigade Pay and Quarter Master to Permanent and Volunteer Military Forces, Nov., 1871; promoted Major, Sept., 1874.	Medal for long and meritorious service as a Non-Commissioned Officer in Her Majesty's 11th Regiment.	
William Beaver Blaney Christie, Major of Brigade, Permanent and Volunteer Military Forces.	Ensign, 80th Regiment, Oct., 1854; Lieutenant, 80th Regiment, March, 1859; Captain unattached, April, 1870.	Feb., 1874.....	United Kingdom, Caffrar Frontier, East Indies.	Served in Indian Campaign in 1858 and '9, including the Battle of Gogowlee and siege and capture of Calpee (attached to the Camel Corps), and subsequently in the campaign in Oude, including the capture of the Fort of Simla, the actions of Bcrar and Dhoudakheira, and the affairs of Busingpore.	Educational and professional examination on entry into Service; examination for promotion to grades of Lieutenant and Captain; examination in Hindi.	Orderly Officer to Brigadier Christie, C.B., during Campaign in Oude; temporarily as Major of Brigade in India, and as Adjutant of the 80th Regiment.	Appointed Major of Brigade to Permanent and Volunteer Military Forces on competitive examination, with rank of Captain, Aug., 1873; promoted, Major, 1875.	Indian Mutiny Medal with clasp, for Central India.	
John Augustus Compton, Musketry Instructor to Permanent and Volunteer Forces.	Nil	Nil	Nil	Nil	Obtained certificate as Instructor of Musketry at Hythe in July, 1862.	Musketry Instructor, 2nd Middlesex Volunteer Rifles, July, 1862 to Oct., 1864.	Joined New South Wales Volunteer Rifles, June, 1865; promoted, Lieutenant and Musketry Instructor to Volunteer Force, Dec., 1868; promoted, Captain in 1871; appointed Musketry Instructor to Permanent and Volunteer Military Forces, April, 1877.	Nil.	

Name, Rank, and Corps.	Date of first and subsequent Commissions in Imperial Service, stating the Corps.	Date of leaving Imperial Service or going on half-pay.	Countries in which service was done in Imperial Army, from commencement of service to date of leaving.	Particulars of any active service in which engaged.	Particulars of any special Examinations passed, &c.	Particulars of any Staff Appointments held Regimentally or otherwise.	Date of joining Colonial Service, with Promotions, if any, in such Service.	Medals or other decorations.	Remarks.
GENERAL STAFF— <i>continued.</i> William James Guthrie Bedford, Staff-Surgeon, Permanent Force.	Nil	Nil	Nil	Nil	Usual Medical examinations.	Nil	Joined Permanent Force as Assistant-Surgeon, Aug., 1871; promoted Surgeon, 1875.	Nil.	
NEW SOUTH WALES ARTILLERY— Charles Fyshe Roberts, Colonel Commanding Artillery Forces.	2nd Lieutenant, Royal Artillery, Feb., 1855; 1st Lieutenant, Royal Artillery, April, 1855; 2nd Captain, Royal Artillery, Sept., 1862; Brevet-Major, Jan., 1863.	Half-pay, July, 1869 to June, 1871; left Service, Sept., 1871.	United Kingdom, Channel Islands, Crimea, India, Australia.	Served at siege and fall of Sebastopol, in trenches with siege train, bombardments of 6th and 17th June, Aug., and Sept.; wounded, Sept. 2nd, and subsequently very seriously on 15th Nov., 1855, by explosion of French magazine; in command of Royal Artillery in Sikkin Expedition in 1861, mentioned in orders by Governor-General and Brevet of Major.	Passed through Artillery School at Woolwich, and examination as Captain, Royal Artillery.	Acting Adjutant, Royal Artillery at Fort William, Calcutta Station; Staff Officer at Dacca, East Indies, from Mar. to Dec., 1860.	23th Aug., 1876	Crimean Medal with clasp for Sebastopol; Sardinian Order of Military Valour; Turkish War Medal.	
Warner Wright Spalding, Major, New South Wales Artillery, and Adjutant, Volunteer Artillery Brigade.	2nd Lieutenant, Royal Marines, Feb., 1862; 1st Lieutenant, Feb., 1865.	Half-pay, April, 1869.	England and Japan	Served in Japan in 1864 and 1866; present at bombardment of Straits of Simonsaki; carried colours at assault, capture, and destruction of the 5 batteries, stockade, magazine, and barracks during operations from 5th to 8th Sept., 1864.	Educational and professional examination on entry into Service; passed in Gunnery on H.M.S. "Excellent," as also subsequent special examination in Gunnery and Fortification; passed Adjutant's examination and heavy gun drill in 1863-7-8, and Field gun drill, 1864.	Nil	2nd Captain, New South Wales Artillery, Aug., 1871; promoted Captain, Nov., 1872; Major, Aug., 1876; Adjutant, Volunteer Artillery Brigade, Sept., 1875.	Nil	Commanded Half Battery of Field Guns at Yokohama, Gunnery Cadet, 1860 and '61, to date of Commission.
George John Aircy, Major, New South Wales Artillery.	2nd Lieutenant, Royal Marines, May, 1859; 1st Lieutenant, Mar., 1862.	Retired pay July, 1870.	United Kingdom, Cape of Good Hope, Mauritius, East Coast of Africa, Ascension, Australian Colonies.	In charge of Marines at capture of 2-gun battery at Anjoza, 1861; charge of Marines and Settlers in expeditionary force up the Rewa, including engagement at Deuka, 1869.	Educational and professional examination on entry into Service; passed a course of Gunnery at Chatham, 1859; Woolwich, 1862 and 1866.	Acting Adjutant on two occasions.	1st Captain, New South Wales Artillery, Aug., 1871; Major, April, 1872.	Nil	Gunnery Cadet, Aug., 1858, to date of Commission.

Name, Rank, and Corps.	Date of first and subsequent Commissions in Imperial Service, stating the Corps.	Date of leaving Imperial Service or going on half-pay.	Countries in which service was done in Imperial Army, from commencement of service to date of leaving.	Particulars of any active service in which engaged.	Particulars of any special Examinations passed, &c.	Particulars of any Staff Appointments held Regimentally or otherwise.	Date of joining Colonial Service, with Promotions, if any, in such Service.	Medals or other decorations.	Remarks.
NEW SOUTH WALES ARTILLERY—<i>continued.</i>									
George Henry Bachus, Captain, N. S.W. Artillery.	Ensign, 12th Regiment, June, 1860; Cornet, 2nd Dragoon Guards by transfer, Oct., 1860; Lieutenant, 7th Dragoon Guards, Sept., 1864.	June, 1865.....	England and East Indies.	Nil.....	Educational and professional examination on entry into Service; examination for promotion to grades of Lieutenant and Captain.	Nil.....	Lieutenant, N.S.W. Artillery, Feb., 1876; Captain, Dec., 1876.	Nil.	
Michael Murphy, Captain, N.S.W. Artillery.	Ensign, 83rd Regiment, Feb., 1858; Lieutenant, 83rd Regiment, Aug., 1860; Captain, Sept., 1864; exchanged to 58th Regiment, Aug., 1865; Captain, 2nd Somerset Militia, Mar., 1871.	Jan., 1871.....	United Kingdom, East Indies.	Indian Mutiny, 1858 and 1859.	Educational and professional examination on entry into Service; examination for promotion to grades of Lieutenant and Captain.	Nil.....	Lieutenant, N.S.W. Artillery, Aug., 1876; promoted, Captain, Dec., 1876.	Indian Medal.	Mutiny
Henry La Patourel, Lieutenant, N.S.W. Artillery.	Lieutenant, Gloucester Militia, Nov., 1861; Cornet, 1st King's Dragoon Guards Nov., 1868; Lieutenant, do. July, 1870; exchanged to 16th Regiment, Mar., 1871; Captain, York Militia, July, 1873.	Regular Service, Nov., 1871; Militia, April, 1874.	United Kingdom ...	Nil.....	Educational and professional examination on entry into Service, and examination for grade of Lieutenant; qualified for Captaincy in Militia in 1873.	Nil.....	Lieutenant, N.S.W. Artillery, April, 1875.	Nil.	
Arthur La Patourel, Lieutenant, N.S.W. Artillery.	Lieutenant, Gloucester Militia, May, 1868; Captain, do., July, 1871.	April, 1874 ...	United Kingdom ...	Nil.....	Examination on entry into Militia Force, and one at School of Instruction for Reserve Forces.	Assistant Instructor of Musketry, Gloucester Militia.	Lieutenant, N.S.W. Artillery, Sept., 1876.	Nil.	
Frederick Thomas Bendze Baynes, Lieutenant, N.S.W. Artillery.	Nil.....	Nil.....	Nil.....	Nil.....	Nil.....	Nil.....	Lieutenant, N.S.W. Artillery, Aug., 1876.	Nil.	

Name, Rank, and Corps.	Date of first and subsequent Commissions in Imperial Service, stating the Corps.	Date of leaving Imperial Service or going on half-pay.	Countries in which service was done in Imperial Army, from commencement of service to date of leaving.	Particulars of any active service in which engaged.	Particulars of any special Examinations passed, &c.	Particulars of any Staff Appointments held Regimentally or otherwise.	Date of joining Colonial Service, with Promotions, if any, in such Service.	* Medals or other decorations.	Remarks.
NEW SOUTH WALES ARTILLERY— <i>continued.</i> Pembroke Lathrop Murray, Lieuten- ant, N.S.W. Artil- lery.	Nil	Nil	Nil	Nil	Nil	Nil	Served with Victorian Vol- unteer Force from 1862 to 1865; joined Volunteer Force, N.S. Wales, 1865; appointed 3rd Lieut., Vol. Art. Brigade, Jan., 1874; 2nd Lieut., Vol. Art. Bri- gade, Dec., 1874; 1st Lieut., Vol. Art. Brigade, May, 1875; Lieutenant, N.S.W. Art., Aug., 1876.	Nil	Passed examina- tion for 1st and subsequent Com- missions in Vol. Art. Brigade.
Henry Douglas Mac- kenzie, Lieutenant, N.S.W. Artillery.	Entered Royal Navy, Sept., 1863; Mid- shipman, Dec., 1864; Sub-Lieutenant, June, 1869; Lieuten- ant, Sept., 1872.	Oct., 1873	Mediterranean, North America, West Indies, Aus- tralia, United Kingdom.	Nil	Passed on board "Britannia," Dec., 1864; passed 1st Class in Seaman- ship, June, 1869; 1st Class in Gun- nery, H.M.S. "Excellent," Oct., 1869; Navigation, 2nd class, Nov., 1869.	Flag-Midshipman to Admiral Lord Clarence Paget for 12 months; Acting Flag-Lieutenant 2 months; Acting Flag-Lieutenant to Sir James Hope, 2 months; Secre- tary's clerk to Com- modore Stirling, 2 months.	Lieutenant, N.S.W. Art., July, 1877.	Nil.	
James Edward Dor- ridge Taunton, Lieutenant and Acting Adjutant, N.S.W. Artillery.	Ensign, 50th Regiment, April, 1864; Lieuten- ant, do., Oct., 1871.	April, 1875 ...	United Kingdom, Australia, New Zealand.	Served in Wanganui cam- paign in 1865; present at repulse of attack on camp Nukumara, and storming of Putahipah.	Educational and pro- fessional examina- tion on entry into Service; examina- tion for promotion to grades of Lieuten- ant and Cap- tain; special examination in Field Fortification, Military Survey- ing, and Military Law; 1st Class extra certificate at School of Mus- ketry.	Instructor of Mus- ketry, 50th Regi- ment.	Lieutenant, N.S.W. Art., Aug., 1877.	New Zealand War Medal.	

Name, Rank, and Corps.	Date of first and subsequent Commissions in Imperial Service, stating the Corps.	Date of leaving Imperial Service or going on half-pay.	Countries in which service was done in Imperial Army, from commencement of service to date of leaving.	Particulars of any active service in which engaged.	Particulars of any special Examinations passed, &c.	Particulars of any Staff Appointments held Regimentally or otherwise.	Date of joining Colonial Service, with Promotions, if any, in such Service.	Medals or other decorations.	Remarks
NEW SOUTH WALES ARTILLERY—									
<i>continued.</i>									
Robert Allwood Nathan, Lieutenant, N.S.W. Artillery.	Nil	Nil	Nil	Nil	Nil	Nil	Joined Volunteer Force, Mar., 1868; Lieut., Vol. Art. Brigade, Aug., 1871; Capt., Vol. Art. Brigade, May, 1875; Lieut., N.S.W. Art., July, 1877.	Nil	Passed examination for Commission in Vol. Art. Brigade.
Henry Park Airey, Lieutenant, N.S.W. Artillery.	Ensign, 101st Regiment, June, 1861; Lieutenant, July, 1863.	1866	East Indies	Nil	Educational and professional examination on entry into Service; examination for promotion to grades of Lieutenant and Captain.	Nil	Lieutenant, N.S.W. Art., July, 1877.	Nil.	
VOLUNTEER STAFF—									
James Wilson, Captain and Adjutant, 2nd Regiment Volunteer Rifles.	Ensign, 81st Regiment, Aug., 1863.	Jan., 1867	United Kingdom and India.	Nil	Educational and professional examination on entry into Service.	Nil	Lieutenant in 2nd Regiment, Vol. Rifles, April, 1868; Adjutant, 2nd Regiment, Vol. Rifles, 1870; Lieut. N.S.W. Infantry, Aug., 1871; Adjutant, 2nd Regiment, Vol. Rifles, April, 1873; promoted Captain, April, 1875.	Nil.	
Henry William Strong, Captain in charge of Public School Cadet Corps.	Nil	Nil	Nil	Nil	Nil	Nil	Joined Volunteer Force, Aug., 1860; Ensign, 1st Regiment, Vol. Rifles, Aug., 1866; Lieutenant, 1st Regiment, Vol. Rifles, July, 1870; Lieutenant, N.S.W. Infantry, Aug., 1871; Capt. Commanding Public School Cadets, April, 1873; Captain, Volunteer Permanent Staff, Sept., 1875.	Nil.	

JOHN S. RICHARDSON,
Colonel, Commandant.

1877-8.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

OFFICERS RESIDING AT VICTORIA BARRACKS AND
DAWES BATTERY.

(DISTRIBUTION OF QUARTERS.)

Ordered by the Legislative Assembly to be printed, 13 February, 1878.

[Laid upon Table in accordance with promise made in answer to Question 6, Votes No. 25, 13 February, 1878.]

RETURN showing the Distribution of Officers' Quarters at the Victoria Barracks
and Dawes Battery.

1. *In the Victoria Barracks—*

Major Baynes... ..	8	rooms
„ Airey	8	„
Captain Bacchus	6	„
„ Compton	4	„
Staff Surgeon Bedford	6	„
Lieutenant Baynes	2	„
„ Murray	5	„ (1 very small.)
„ Mackenzie	4	„
„ Taunton	4	„
„ Nathan	2	„ (1 very small.)

With the exception of Major Airey's quarters, there is no accommodation in the nature of pantries, store-rooms, and female servants' rooms, which consequently has to be provided by the various Officers from the rooms as above allotted. One room remains unallotted, requiring repairs.

2. *In Dawes Barracks—*

Major Spalding	7	rooms (3 very small.)
Captain Murphy	2	„
Lieut. A. Le Patourel	1	room

JOHN S. RICHARDSON,
Col.-Commndt.

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

VOLUNTEER FORCE.

(REPORT FROM COMMANDANT AND MEMORANDUM OF COLONEL SCRATCHLEY RESPECTING REORGANIZATION OF.)

Ordered by the Legislative Assembly to be printed, 19 February, 1878.

Colonel Richardson to His Excellency the Governor.

Your Excellency,

Brigade Office, Sydney, 13 December, 1877.

I have the honor to report that, in accordance with the desire of Lieutenant-Colonel Scratchley, R.E., I called a parade of the Head Quarters Military Forces for Saturday, the 8th instant, with the view to instruction and exercise in manning the Outer Batteries and the defence of the position generally, and although the manœuvres were in the main satisfactorily carried out, I regret to observe that the parade from a professional point of view was not a success, which was to be attributed to the small number of Volunteers who obeyed the order calling for their attendance on that day; thereby the batteries were but half manned, the infantry dispositions rendered defective and ludicrous, and the object of the parade, to a great extent, defeated.

2. The attendance, with the total number of Volunteers on the roll of the various corps, is given as follows:—

Of Artillery 200 attended out of 486.

Engineers, 20 out of 70.

1st Regiment Volunteer Rifles, 170 out of 455.

2nd Regiment Volunteer Rifles, 140 out of 442.

3. I may also remind your Excellency that a short time since I endeavoured to form an encampment of the Volunteer Force, which intention however had to be relinquished in consequence of the few men who signified a desire to avail themselves of that opportunity for instruction and training.

4. The causes conducing to this result, more especially as regards the parade of Saturday last, may be summed up as follows:—

(a) The numerical weakness of the various corps.

(b) The system prevailing, which permits optional attendance at parade.

(c) The hour at which the parade was called.

(d) The dissatisfaction and discouragement under which the Force labours.

5. The numerical weakness is to be attributed to the suspension of recruiting *since March, 1874*, and the constant drain to which the various corps have been subjected, in the ordinary course, by resignations, &c., and without any compensating accession of recruits has so reduced the number that Commanding officers have, for some time past, experienced considerable difficulty in getting together sufficient men for even an ordinary drill; and the result is that officers and men are thoroughly disheartened.

6. The order for the formation of the parade at the comparatively early hour of 1.45 p.m., although preventing the attendance of many, was nevertheless necessary to carry out the programme, and secure the return of the Force to Sydney by daylight; and it will thus be seen that in the absence of a system of continuous training the Volunteers can only be mustered in sufficient numbers for a very brief period, which in itself precludes little instruction being imparted to them beyond that which is actually required to enable them to maintain a creditable appearance on the parade ground.

7. Extreme discouragement and dissatisfaction exist throughout the Force, both in the matter of the suspension of recruiting, and the long delay in dealing with the question of re-organization, and have now reached such a climax that many of the best officers have expressed their intention of retiring from the service, which I may observe has only been prevented by their zeal, added to my personal solicitation. This course I have adopted in the interests of the service, feeling that when the re-organization is carried out the persons alluded to are those whose services will be especially valuable; and I therefore respectfully urge that the question of re-organization be considered without further delay, for, apart from the various reasons, &c., quoted in the memoranda, I have already had the honor to submit to your Excellency, and notwithstanding the excellent material at hand in the Force, it must be admitted that its organization and training

training is not such as would fit it to take the field without delay. It must also be borne in mind that in the absence of a sufficient number of Regular troops, the position the Volunteers of the Colony would be called upon to assume is vastly different from that assigned to a like description of Force at Home. Here they would of necessity be brought into immediate contact with an enemy, and with only that amount of preparedness gained under a system utterly wanting in one of the essentials of an efficient military body, viz., the knowledge and practice of interior economy. In England they are mobilized in such a manner as would probably afford time for special training, in addition to which they are regarded and treated as reserve Forces, pure and simple.

These facts alone indicate the absolute necessity of a higher degree of training for Colonial Volunteers than at present obtains.

8. It appears to me that a very beneficial improvement could be effected at once in the matter of organization, discipline, and training, by means of Regulations framed under existing Act, which would necessitate the payment of Volunteers, *not maturing service towards land orders*, on a system similar to that of the Naval Brigade.

9. In conclusion, I would wish your Excellency to understand that I by no means recede from the opinions I have heretofore expressed as to what is required to place the Volunteer Force in a thoroughly satisfactory condition; at the same time I believe with Lieutenant-Colonel Scratchley, that the introduction of a system as herein indicated will not only go far to remedy the present very unsatisfactory state of affairs, but also pave the way for more complete legislation.

I have, &c.,

JOHN S. RICHARDSON,
Col.-Commandant.

Lieut.-Colonel Scratchley, R.E., to His Excellency the Governor.

Your Excellency,

26 December, 1877.

In the accompanying memorandum the Commandant reports that, owing to the small number of Volunteers who turned out on the 8th of December, for the purpose of manning the Batteries, the Parade was for all practical purposes a failure.

He also refers to the fact that the attempt to hold an encampment of the Volunteer Force a short time ago had to be abandoned in consequence of the few men "who signified a desire to avail themselves of that opportunity for instruction and training."

These unsatisfactory results are attributed by Colonel Richardson to the following causes:—

1. The present Regulations whereby *attendance at parade is only optional*.
2. The numerical weakness of the various corps, owing to the suspension of recruiting since March, 1874, when it was determined to discontinue the system of Volunteer Land Orders.
3. The dissatisfaction and discouragement under which the Force labours, in consequence of the long delay in dealing with the question of re-organization, and of the suspension of recruiting.

After stating at length the reasons which led him to consider that the Volunteer Force, as at present constituted, cannot be relied upon for defensive purposes, *in which opinion I entirely concur*; and, after referring to his various reports on the question of re-organization, Colonel Richardson submits for consideration a proposal to remodel the existing Regulations—without altering the present Volunteer Act—on the basis now in force in the Naval Brigade, of paying the men for attendance at parade; the Volunteers at present serving for land orders being excluded.

Colonel Richardson informs me that the cost of carrying out this proposal would be £18 per man.

Having given the subject careful consideration, and being aware that there is a reluctance to resort to the radical remedy of re-organizing the Force on the basis of a Volunteer Militia, I strongly recommend Colonel Richardson's suggestion for the approval of the Government, and advise that the necessary provision should be made in the Estimates for the year 1878, for that portion of the Force, at least, which is required for the defence of Sydney and Newcastle.

Either the suggestion will have to be adopted, or the Volunteer Act will have to be amended, to enforce attendance at parade.

Failing any action by the Government in the matter, the Volunteer Force *will, in the course of eighteen months, cease to exist*, as by that time nearly all the men will have completed the term of service entitling them to land orders.

Should the suggested system of payment not give the result which is to be expected, viz., of increased efficiency, in consequence of a regular attendance at parade in daylight and during a few days continuous training the Government could fall back upon legislation to secure the efficiency needed for the Military Forces of the Colony, adopting the recommendations of His Excellency Sir William Jervis, contained in the following extract from his Report upon the defences of New South Wales, page 20:—"I will only now remark that it is essential to its efficiency (*i.e.*, of a militia) that powers should be obtained for retaining men for a fixed period of service,—for continuous training during a certain number of days in the year, besides a certain number of drills at detached periods—for their permanent embodiment during war, for the strict enforcement of discipline, and for the appointment of officers only after passing a proper examination. The proposals of the Commandant, Colonel Richardson, which have been laid before the Parliament of New South Wales, in a memo. dated 21st April, 1875, and submitted to the Government in a memo. dated December 16th, 1876, so far as they relate to the requirements to which I have referred, appear deserving of the consideration of the Government in preparing any measure which they may bring forward for creating an efficient Field force."

I have, &c.,

P. H. SCRATCHLEY, Lt.-Col., R.E.

1877-8.

NEW SOUTH WALES.

VOLUNTEER FORCE REGULATION ACT OF 1867.

(MONEYS EXPENDED UNDER, IN 1877.)

Presented to Parliament, pursuant to Act 31 Vic. No. 5, sec. 51.

STATEMENT of all moneys paid on account of the above Force during the year ended the 31st December, 1877, furnished in accordance with paragraph 51 of the "Volunteer Act, 1867" :—

	£	s.	d.
Salaries and Allowances—			
Amount paid	6,519	9	0
Forage—			
Allowance in lieu thereof paid to the officers of the General Staff, to Officers Commanding Brigade of Artillery, Sydney and Suburban Rifles, one paid Adjutant, and garrison cart horse	620	10	0
Travelling Expenses—			
To General Staff and Volunteer Officers...	375	0	0
Compensation in lieu of uniform—			
To Staff Sergeants and Sergeant Instructors	81	2	0
Capitation allowance—			
For Artillery and Rifle Corps	2,632	14	7
For uniforms	791	10	6
Musketry Badges—			
Issued to marksmen	131	0	0
Hire of horses—			
For Field guns and mounted Officers of Artillery and Rifles	240	14	0
Brigade Band—			
Contribution to	300	0	0
Rifle Association—			
Contribution to	500	0	0
Armoury repairs and Materials Incidental—			
Including freight and cartage of ammunition	809	14	2
Collecting and cleaning arms—Country Corps—			
Annual allowance of £5 each	85	0	0
Rifle Ranges—			
Constructing New Butts, and keeping in repair the several Rifle Ranges at Head Quarters and of Country Corps	200	0	0
Office Rent—			
For General Staff, Volunteer Artillery Brigade, Sydney and Suburban Battalion of Rifles	507	3	3
For Officers Commanding the Northern, Western, and Southern Battalion Rifles, at £15 each, per a.	45	0	0
Office-keepers—			
To offices at Head Quarters	48	0	0
Sheds at Rifle Range—			
Completing same			
	£ 14,089	17	6

THOS. BAYNES, Major,
Paymaster.JOHN S. RICHARDSON, Col.,
Commandant.

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

CAPTAIN OF No. 1 COMPANY, HIGHLANDERS.

(RESIGNATION OF.)

Ordered by the Legislative Assembly to be printed, 20 February, 1878.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 29th January, 1878, That there be laid upon the Table of this House,—

“Copies of all documents and Minutes of proceedings having reference to
“the resignation of the Captain of No. 1 Highlanders.”

(Mr. Macintosh.)

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CAPTAIN OF No. 1 COMPANY, HIGHLANDERS.

Brigade Order No. 88.

Brigade Office, Sydney, 30 May, 1876.

2. In future the Quartermasters of Battalions, and Quartermaster-sergeants, at head quarters, will be required to attend all inspection parades of the Corps of the Battalion to which they belong, and to keep a proper equipment ledger, specifying the letter and number of each arm debited to each Corps, as also the number of each description of accoutrements, &c., debited to it. On the annual inspection parade note will be taken of all arms seen, and the Quartermaster will be required on the 1st January in the following year to send in a certificate that the arms which were *not* then seen (other than those in the armoury) have been inspected by him, and to specify the state in which he found them.

It will be necessary that the arm and equipment ledger should be checked annually, prior to the inspections, with the books in the armoury and Brigade Quartermaster's office.

In the case of country Battalions, having Quartermasters, the same arm and equipment ledger will be kept, and the Staff Sergeant attached to the Battalion will take a list of the arms actually seen at the inspection, with a view to the arms not seen (other than those in the armoury) being subsequently inspected by the Quartermaster, and reported on in the manner laid down for Battalions at head quarters.

When a country Battalion has no Quartermaster, an arm and equipment ledger will be kept at its head quarters, by the Staff Sergeant attached to the Battalion, under the supervision of the Officer commanding. The Staff Sergeants attached to the Battalions will note the rifles seen at the Inspection and furnish the Nos. of the same to the head quarter office of the Battalion, when the arms not seen (other than those in the armoury) will, under the direction of the Officer commanding, be inspected by an officer to be detailed for this duty, or by one of the Staff Sergeants when making the usual periodical visits to Corps. The latter will usually be the preferable course to save expense. A certificate as to the arms not seen at inspection having been seen subsequently, to be rendered as required of Quartermasters of head quarter and country Battalions by Officers commanding Battalions.

Major Baynes will provide arm and equipment ledgers for each Battalion, and that officer and Captain Compton will cause these books, in the case of country Battalions, to be correctly filled in with the debit now standing against the several Corps of each Battalion.

Officers commanding Battalions at head quarters will take steps for obtaining from Major Baynes and Captain Compton, for entry in the ledgers, the necessary information. The services of the Staff Sergeants attached to Battalions may, of course, be made use of for this purpose.

The debit in the Battalion ledger will be made against each Corps in order of seniority, giving the letter and number of every rifle of whatever kind, which stands on charge against it, those in the armoury being so shown in pencil.

Quartermasters of Battalions will each year examine the arms books of the several Companies of the Battalion, to ascertain that they agree with their own equipment ledger, and are kept in the manner laid down in the Brigade Order on the subject. If they are not so kept they will report the fact to the Officer commanding their Battalion. In any case they will render a report to that officer on the 1st January, each year, that this has been done.

Charges will be made against Corps for all arms reported as not inspected during the year.

Equipment ledgers of country Battalions to be sent annually to the Brigade Quartermaster to be compared with his own and Captain Compton's books.

The preparation of the arms and equipment ledger for the Volunteer Artillery Brigade will be delayed until they have been re-armed.

The carrying out of these orders by Quartermasters of Battalions will, of course, be under the supervision of their immediate Commanding Officers.

The Volunteer Engineer Corps will not be affected by this order.

By Command,
W. B. B. CHRISTIE, Major,
Major of Brigade.

Battalion Order, 2nd Regiment.

6 November, 1876.

THE Regimental Quartermaster will make arrangements with Officers commanding Companies to inspect their spare arms, in accordance with Brigade Order No. 88 of the 30/5/76 last, so as to complete the same before the end of the year.

By order,

JAMES WILSON, Captain,
Adjutant, 2nd Regt.

True copy.—JAMES WILSON, Capt., Adjt.

Report

Report from Quartermaster Tidswell.

Sydney, 1 January, 1877.

I HEREBY certify that during the year 1876 I inspected those arms belonging to the several Corps of my Battalion as under, which were not inspected at the annual inspection, and I found the same in good order, except where specified.

Glebe Company, No. 1.
J 19, 20, 21, 28, 41, 43, 46, 64.
Balmain Company, No. 2.
K 2, 4, 19, 23, 28, 36, 39, 44, 51, 53, 70, 72, 92.
In store.—K 5, 8, 10, 49, 50, 61, 63, 66, 68, 71, 76.
Paddington Company, No. 3.
L 90.
St. Leonards Company, No. 4.
M 1, 5, 14 (ramrod broken), 30, 32, 37, 34, 62.
South Sydney Company, No. 5.
None.
No. 1 Highlanders.
Sent in to Armoury.
No. 2 Highlanders.
P 40, 54.

HENRY E. TIDSWELL,
Quartermaster, 2nd Regt.

Sydney, 9 February, 1877.

List of arms in possession of Companies not inspected:—

Glebe Company, No. 1.
J 9 & 54.
St. Leonards Company, No. 4.
M 25, 58 (not marked off in arms book as seen at inspection).
South Sydney Company, No. 5.
N 25, 72, 76, 83, 91.
No. 2 Highlanders.
P 28, 48.
No. 1 Highlanders.
O 38, 41, 50, 56.

HENRY E. TIDSWELL,
Qr.-master, 2nd Regt.

What steps has the Officer commandg. the 2nd Regt., V.R., taken to bring about the inspection of the arms reported not seen? What reports on the subject have been made to him by the Qr.-master of the Battalion?—By command, W.B.B.C., M. of B., 19/2/77.

Adjutant Wilson to Captain Campbell.

Sir,

2nd Regt., V.R., 22 February, 1877.

I am directed by the Officer commanding that you will forward to this office without delay your reasons in writing for your (assumed) disobedience of Battalion Order of the 6th November, 1876, on which subject you received a memo. from the Regimental Quartermaster.

This gentleman reports that the undermentioned rifles were not presented by you for inspection as required, viz.:—O 38, 41, 50, 56.

I am, &c.,
JAMES WILSON, Capt.,
Adj.

On receipt of the communication referred to, I wrote to the Quartermaster, appointing a day for inspection of the Rifles at the Victoria Barracks. On that day Lieut. Fraser, of this Company, attended. Any rifles that were not in on that particular day have since been returned to the armoury.—JOHN CAMPBELL, Captain, 28/2/77.

Report from Quartermaster Tidswell.

Supplementary Return.

Sydney, 22 May, 1877.

I HEREBY certify that I have inspected the following arms that were not seen at the last annual inspection, and that I found the same in good order:—

No. 4 Co., St. Leonards—M 25.
No. 1 Highlanders—O 56.
No. 2 Highlanders—P 28 & 48.

HENRY E. TIDSWELL,
Quartermaster, 2nd Regt.

Memo.

Memo. from Quartermaster Tidswell.

THE following rifles have not been able to inspect, although ordered to be sent in :—

No. 1 Glebe Company—J 9 & 54.

No. 5 South Sydney Co.—N 25.

No. 1 Highlanders—O 38, 41, 50.

None of these rifles could be found in armoury on 27 April, 1877.

H.E.T.

Last communication to Captain Campbell dated May 12.—No reply. Previous reference in January, when gave Captain Campbell list of rifles required at parade, Victoria Barracks. One rifle found at armoury, April 27. May 22.—None of missing rifles yet in armoury. First communication sent in Nov. 1876. Appointment made and attended to.

H. E. TIDSWELL,
Qr.-master.

Lieut.-Colonel Goodlet to Captain Campbell.

Memo.

2nd Regt. Office, Sydney, 25 May, 1877.

If the rifles named in the margin are not produced at the Battalion Office before next Friday for 038, 41, & 50. inspection by the Regimental Quartermaster, it will be my duty to suspend you from military duty.

JOHN H. GOODLET,
Lieut.-Colonel, Comg. 2nd Regt.

Received 29th May, 5:30 p.m.—J.C.

Captain Campbell to Lieut.-Colonel Goodlet, with minutes thereon.

I HAVE to request that the following be submitted to the Commandant :—

1. Whether or not it is competent or permissible for an officer commanding a Battalion to send a threatening letter, such as that hereto attached, to a Captain of a Company ?

2. For the information of the Commandant in connection with this matter, I desire to say that a short time (16 May) before the date of the letter above referred to, I received a communication from the Quartermaster in reference to these rifles, and that immediately on its receipt the matter was attended to, but owing to the fact that a member of the Company, to whom one of the rifles had been issued, had died, there was some difficulty in tracing the matter. But it is apart from any question of this kind that I desire to know if the Officer commanding a Battalion can send a threatening letter, which to me, who am perfectly certain that nothing has occurred to merit the degradation of suspension, is highly offensive and insulting.

3. I desire to bring under the notice of the Commandant the fact that although ordered to produce the rifles at the Battalion Office it is not always possible to gain admission thereto in ordinary business hours. On Tuesday the 22nd day of this month I called at the Battalion Office on business at 12:30 p.m., and waited until 1 p.m.; found office locked and no one representing the 2nd Regiment present. Called again at 2:15 p.m., waiting until 2:30 p.m.; found as before and called again at 3:30 p.m., waiting until 4 p.m., and found as before.

JOHN CAMPBELL,
Capt., 1st Highlanders,
30 May, 1877.

Forwarded to Commandant, together with documents relating to endeavours made to inspect the missing rifles.—J.H.G., Lt.-Col., Comg. 2nd Regt., V.R., 1 June, /77.

It would appear the Battalion Order of the 6th November, 1876, conveyed the order of the Officer commanding the 2nd Regiment, V.R., that certain rifles were required to be presented for inspection, which order was not complied with as regards all the rifles; thereupon, on 22nd February, 1877, Captain Campbell is called to account relative to the non-production of certain arms of his Corps. Captain Campbell subsequently states that the missing rifles of his Corps are in the armoury, Victoria Barracks. The Quartermaster proceeding there only finds one of the four which are missing. On the 25th May, Lieut.-Col. Goodlet makes a further attempt to get his orders attended to, at the same time intimating his intention of suspending Captain Campbell from duty if the rifles are not produced by the 1st June. This last order of Lieut.-Col. Goodlet is not obeyed by Captain Campbell, and in consequence the latter officer is suspended.

Captain Campbell then appeals to the Commandant against his commanding officer's action.

The Commandant, judging from the circumstances as appearing on the papers submitted to him is of opinion that Captain Campbell has apparently been guilty of great neglect of duty, and has treated the orders of his superior officer with contempt. Under these circumstances the Commandant is of opinion Lt.-Col. Goodlet has adopted the only course open to him.

It is needless to remark service in connection with any military body becomes a farce if officers are to be permitted to show a total disregard of the orders issued by superior authority.

Captain Campbell may be called upon to place on record any explanation he may desire to offer, in regard to the neglect of duty with which he is charged, when the Commandant will decide what steps are to be taken in the matter.

By command,
W.B.B.C.,
M. of B.

8/6/77.

Officer commanding 2nd Regt., V.R.

Captain Campbell will please make any remarks he may see fit with reference to the memo. of the Major of Brigade.—J.H.G., Lt.-Colonel, comg. 2nd Regt., V.R., 11 June, 1877.

Received

Received by special messenger in uniform, afternoon, 11 June. Resignation sent in morning of 12th June, 1877.—J.C.

Captain Campbell has not made any reply to the minute of the Major of Brigade, 8/6/77, as requested by the Officer commanding 2nd Regt., 11/6/77. His attention is directed to the latter paragraph. As the Brigade authorities must receive a reply without delay, it is requested that this matter be attended to as early as possible.—By order, JAMES WILSON, Capt., Adj., 2/7/77.

To Captain Campbell,—3/7/77.

I have no remarks to make, other than those contained in my letter of resignation, a copy of which you doubtless possess.—J.C., 3/7/77.

When Captain Campbell withdrew his resignation, the memo. accompanying it was returned, it not being known at the time that the document was intended as a reply to the memo. of the Major of Brigade. Such, however, being the case, it is requested that Captain Campbell return it, no copy having been made in this office.—By order, JAMES WILSON, Capt., Adj., 5/7/77.

Forwarded apparently to Brigade Office in mistake.—By command, W.H., *pro* Major of Bde., 9/7/77.

Papers inadvertently omitted forwarded herewith.—By order, JAMES WILSON, Capt., Adj.

Lieut.-Colonel Goodlet to Captain Campbell.

Sir,

2nd Regiment Office, 6 June, 1877.

Having failed to comply with Colonel Goodlet's memo. of the 25th ultimo, I am directed to inform you that you are to consider yourself suspended from military duty until further orders. Lieut. Fraser will assume command of No. 1 Highlanders.

Copy of Battalion Order herewith.

I have, &c.,

JAMES WILSON, Capt.,
Adjutant.

Battalion Order, 2nd Regiment.

6 June, 1877.

CAPTAIN CAMPBELL, commanding No. 1 Highlanders, having been suspended from military duty, Lieut. A. Fraser will assume command of the Company until further orders.

J. H. GOODLET, Lieut.-Col.,

Comd. 2nd Regiment.

True Copy.—JAMES WILSON, Capt., Adj. The Major of Brigade.

Captain Campbell to Lieut.-Colonel Goodlet.

Memo.

I do not think that the Officer commanding the Suburban Battalion has power to suspend me from military duty under the "Volunteer Act of 1867." I therefore have to request that this memo., with enclosures, be submitted without delay to the Commandant, and as it appears to me to be a matter of considerable importance, as affecting the status of all the Captains commanding Companies in the Volunteer Force, I desire that this memo., with enclosure, and also the memo. forwarded by me on the 30th ultimo, together with the letter dated 25th ultimo, signed by the Officer commanding the Suburban Battalion, and a copy of the Brigade Order attaching the Highlanders to the Suburban Battalion, be submitted to the Crown Law Officers for their opinion.

I desire to state that I am ready and willing cheerfully to abide by the opinion and ruling of the Commandant himself, but we have become Volunteers under an Act of Parliament, and I know it is the general impression that in circumstances such as disclosed in these papers, the Officer commanding a Battalion has no power to suspend the Captain of a Company. It is then a question of law, and ought therefore to be submitted to the recognized authorities on questions of law.

6 June, 1877.

JOHN CAMPBELL, Capt.

Forwarded to the Commandant.—J.H.G., Lieut.-Col., 2nd Regt., 6 June, 1877.

Captain Campbell to Lieut.-Colonel Goodlet.

Memo.

THE Volunteer Act of 1867, section 28, provides that in certain circumstances, when in uniform, an officer may be placed under arrest. By section 24 a Court may be convened for the purpose of inquiring into his conduct, and when on actual military service he comes under the provisions of the "Mutiny Act and Articles of War," so that ample provision is made for all necessary discipline. It was clearly never contemplated, and certainly not enacted, that the discipline of the Force should follow its members out of uniform away from the parade to their civil homes. A Company appears to be, and very properly so, for the Captains of Companies are the real gatherers together of the Force, complete in itself when not assembled in uniform for other than Company drill, for while a Captain of a Company can dismiss any of its members the Commandant even cannot dismiss any Volunteer, and good reasons for the sound principle underlying this state of things might be given.

All arms and other Government property are issued to the Captain, and he is held responsible under the 33rd section for any loss of or damage to them, and required to pay the value, and on several occasions payments have been made.

No. 1 Highlanders was enrolled under the Act of 1867, and the undersigned has been its Captain since its formation, nine years ago. I have been efficient for every year. I have never been absent on leave. I attended both encampments, and therefore must have been present at a great many parades, and during that long time no complaint or allegation has been made of disobedience of orders when in uniform on parade or otherwise.

In

In November, 1876, a Battalion order was issued, requiring the production for inspection of all spare arms. Subsequently the Quartermaster notified his desire to inspect the arms in accordance with the order referred to. The undersigned forthwith appointed a time for the inspection, and arranged that the Lieutenant of the Company should meet the Quartermaster for that purpose. It appears that when these gentlemen met, all the arms required were not in the armoury. The undersigned immediately arranged for their collection, that must have been in 1876, and he was informed and believed that all were returned, and wrote accordingly. It appears that some time after this, during 1877, the Quartermaster could not find three of the rifles in the armoury, and last month (May), wrote a letter, which reached me about the 16th, stating that if the three rifles were not produced he would, and quite properly, report the matter. This letter was attended to, and in course of being replied to, when the following letter, threatening that if the rifles were not returned within a specified time I would be suspended from military duty, was received:—

2nd Regt. Office, Sydney, 25 May, 1877.

If the rifles named in the margin are not produced at the Battalion Office before next Friday for inspection by the Regimental Quartermaster it will be my duty to suspend you from military duty. O 33, 41, 50.

This was signed by the Officer commanding the Suburban Battalion, and addressed to me. This communication gave no opportunity for explanation, nor allowed for the payment of the rifles in accordance with the 33rd section of the Act, but gave the one single order to produce them. It was just simply impossible for me to do so. I could pay their value, but could not produce the three rifles.

Believing that the Officer commanding the Suburban Battalion was not justified in sending me a letter containing a threat, that orders ought to be obeyed from their inherent rightness, and not because of any threat, and believing that under the Act he had no power in such circumstances to suspend me from military duty, I asked the Commandant to submit the point, it being a question of law, for the consideration of the Crown Law Officers, but the Commandant refuses to comply with my request. The Officer commanding the Suburban Battalion has suspended me from military duty until further orders, which may last for ever, and therefore be dismissed by a side wind. My Company has been violently, and, I submit, most illegally wrested from me, under the assumption of pretended power of discipline over me in the midst of my civil avocations, a despotic power which I feel confident the representatives in Parliament of a free people would never pass. I therefore hereby resign my commission.

JOHN CAMPBELL,

12 June, 1877.

Returned Major of Brigade's memo. To be replied to and documents sent back.—J.H.G., Lt.-Col., 2nd Regiment, 26th June, 1877.

Adjutant Wilson to Captain Campbell.

Memo.

It having been decided by the Brigade authorities, that officers commanding Regiments have the power to suspend from military duty officers under their immediate command, Colonel Goodlet in suspending Captain Campbell exercised a power he was given to understand he possesses.

Captain Campbell as an officer commanding a Corps in the 2nd Regiment is amenable to certain Rules and Regulations promulgated by Brigade Orders, applied to the Regimental system, which have been in existence some years; in consequence he was called upon to comply with a Brigade Order No. 88, 30/6/76, having reference to the duties of Quartermasters of Regiments. That order was brought under the notice of officers commanding Corps by a Regimental Order published the 6th November, 1876, wherein the Quartermaster is requested to make arrangements with officers commanding Corps, so that Brigade Order No. 88 might be complied with before the end of the year.

The Quartermaster in his report 1st January, 1877, reports four rifles of No. 1 Highlanders as not having been presented for inspection as requested by him. The Adjutant (by direction) calls upon Captain Campbell (22/2/77) to explain his (assumed) disobedience of the above orders. Captain Campbell states that the rifles are all in the armoury at date. The Quartermaster informs Captain Campbell that the three rifles O 33, 41, 50 are not at the armoury, but he reports having inspected O 56. Captain Campbell takes no notice of the Quartermaster's memo., nor does he produce the rifles, or say he will be able to produce them at any given time.

On the 25th May, Colonel Goodlet informs Captain Campbell that unless the rifles are produced in a week it will be his (Colonel Goodlet's) duty to suspend him from military duty; whereupon Captain Campbell forwards a letter to the Commandant offering no explanation further than he had not had sufficient time to produce the rifles, and questioning Colonel Goodlet's right to suspend him.

Colonel Goodlet having been called upon to produce these rifles for inspection by the Brigade authorities, tried to do so in the ordinary way, through his Regimental Staff, for a period of nearly seven months, without success, and the inspection of the Regiment for 1877 was actually announced before that of 1876 was completed.

Captain Campbell, not producing the rifles within the time specified, and failing to show the officer commanding the 2nd Regiment that he had any desire or intention to support him in carrying out the duties of the Regiment, is on the 6th of June suspended.

It is considered by the Officer commanding the 2nd Regiment that every consideration was shown to Captain Campbell, who by his apparent indifference in this matter put his superior officer in a most unpleasant position both as regards having to take an extreme course towards him (Captain Campbell), as also with the Brigade authorities, who held him responsible as Officer commanding the Regiment, for Captain Campbell's failure to comply with the Brigade Order; in fact accusing him of neglect, and withholding the efficiency certificates of two of his staff, viz., the Regimental Quartermaster and Quartermaster Sergeant. Lieutenant Fraser having produced two of the rifles within a week of his being in command, and accounted for the third, surely Captain Campbell, had he been so disposed, might have carried out the order without necessitating the extreme step of placing another officer in command of the Corps.

In forwarding this memo. to Captain Campbell, embodying the data upon which he has acted, the officer commanding informs Captain Campbell that he holds over his memo. to his Adjutant containing his resignation, for his reply, in the case of his reconsidering it.

18 June, 1877.

By order,
JAMES WILSON, Captain,
Adjutant.

Memo.

Memo. from Captain Campbell.

Referring to the memo. received by me from Battalion Office, dated 18th instant, I desire to say that the resignation therein alluded to may be returned.

23 June, 1877.

JOHN CAMPBELL,
Captain.

Lieut.-Colonel Goodlet to Brigade-Major Christie.

Sir,

Sydney, 18 July, 1877.

Enclosed I beg to hand you, for the information of the Commandant, all the correspondence *re* Captain Campbell's suspension from military duty.

I think his case would be met by a reprimand administered by the Commandant, firstly for his great neglect of duty in not attending to the many orders given to produce certain rifles, and which I cannot help thinking he might easily have carried out if he had felt inclined, as Lieut. Fraser accounted for them within a few days of his being placed in command of the Company; and secondly, for the insubordination, &c., exhibited in questioning my authority.

I have, &c.,
JOHN H. GOODLET,
Lt.-Col., Commanding 2nd Regt.

I AM quite prepared to support Lieut.-Colonel Goodlet both as to his views of the neglect of duty of which Captain Campbell has been guilty, as also his action in suspending that officer from military duty. I cannot, however, approve of the terms of Lieut.-Colonel Goodlet's memo., 18/6/77, which is nothing more than a defence of his own line of action, accompanied by a permission to Captain Campbell to reconsider his determination to resign his commission. Having in view Captain Campbell's neglect of duty and insubordinate attitude towards his commanding officer, I am of opinion Lieut.-Colonel Goodlet should have considered it due to his position and action as Commanding Officer to have made the withdrawal of resignation contingent on an expression of regret on the part of Captain Campbell for his conduct in the matter. Not having done so I consider to be an act of weakness, to which, in the interests of discipline, &c., I can be no party, and therefore Lieut.-Colonel Goodlet is at liberty to deal with the matter himself.—J.S.R., Col., Commandant, 23/7/77.

Papers to be returned, with information as to how case is dealt with.—J.S.R.

Adjutant Wilson to Captain Campbell.

Memo.

2nd Regiment Office, Sydney, 1 August, 1877.

CAPTAIN CAMPBELL is requested to attend at the Battalion Office, 10, O'Connell-street, to-morrow (Thursday) at 2:30 p.m. to meet Colonel Goodlet.

By order,
JAMES WILSON,
Captain, Adjutant 2nd Regiment.

True copy.—JAMES WILSON, Captain, Adjutant, 2nd Regiment.

Captain Campbell to Lieut.-Colonel Goodlet.

Sir,

Sydney, 4 August, 1877.

I have to request that you will be pleased to order that I be supplied with certified copies of all papers connected with my suspension from military duty. I was under the impression that in England and all her dominions the "Star Chamber Court" was by the long Parliament, in the time of the second Charles, for ever abolished. Although a Magistrate of the Colony for many years, I had no idea that this wretched relic of a dark and brutal age existed in this land; but it seems I have been mistaken, for two days ago I was requested to attend at the Battalion Office, and I was there informed that the reason I was asked to attend was to receive *sentence*, and that this was done with your approval and concurrence. If any great crime has been charged against me, why has a Court not been convened, and an opportunity given me to meet my accuser face to face? It is a most *cowardly* and unmanly course of procedure to condemn a man behind his back in this way.

Yours, &c.,
JOHN CAMPBELL, Captain.

LIEUT.-COLONEL GOODLET has all the papers connected with this matter. The tone of this letter is both insolent and insubordinate. It will be well to attach this letter to other correspondence in connection with Captain Campbell's suspension from duty.—J.S.R., Colonel, Commandant, 4/8/77, B.C.

[The Envelope addressed "Officer commanding 2nd Regiment, O'Connell-street."—J.W., Adjutant.]

Captain Campbell to Officer commanding 2nd Regiment, with envelope.

Memo.

If a cancelled cheque sent merely as a paper in a case is presented for payment contrary to the intentions and authority of the maker, that will be equal to forging on the part of the party presenting such cheque. In the same way if a resignation sent in, and afterwards withdrawn by, and returned to the party resigning, but reforwarded, *not as a resignation*, but merely as a paper in a case, is fraudulently used as a real resignation, that will be forgery, and punishable as such.

JOHN CAMPBELL,
Captain, 6/8/77.

Lieut.-

Lieut.-Col. Goodlet to Brigade-Major Christie.

Sir,

Sydney, 7 August, 1877.

Enclosed I beg to hand you all the papers relative to Captain Campbell's suspension from military duty, and to inform you that on the afternoon of the 2nd instant I summoned him to meet me at the Regimental Office, with the intention of reprimanding him in the presence of Majors Jaques and Phillips for his negligence in attending to orders, and also for his questioning my authority as his commanding officer prior to reinstating him in the command of his Company; but as he *positively* refused to be reprimanded, and began to enter upon the merits of the case, and my mode of procedure, which I could not permit, I requested him to leave, to which he demurred, stating it was a public office. I told him it was my office and requested him to leave. He said he would go when he was ready, and I had to repeat the request several times before he left.

Taking the foregoing circumstances into account, and the tone of Captain Campbell's letter of the 4th instant, to the Commandant, and of his memo. of the 6th instant to me, both of which I herewith forward, I must request the Commandant to deal with the matter as he has quite got beyond my control.

I have, &c.,

JOHN H. GOODLET,

Lieut.-Col., Comg. 2nd Regt.

Captain Campbell to The Clerk of the Executive Council.

Sir,

Sydney, 6 August, 1877.

On the 12th June last I sent in the resignation of my commission as a Captain in the Volunteer Force, but having been urged to withdraw it I did so on the 23rd of the same month, and the resignation was returned to me. It was after that date reforwarded *not as a resignation*, but merely as a paper in a case. I am given to understand that this document is being forwarded to the Executive Council as a real resignation. I therefore write this.

Yours, &c.,

JOHN CAMPBELL.

The Principal Under Secretary, B.C., 7/8/77.—ALEX. C. BUDGE, Clerk of the Council. The Commandant, for report, B.C., 8 Aug., /77.—H.H.

The Principal Under Secretary,—I am not aware that Captain Campbell's resignation is "being forwarded to the Executive Council," and in point of fact the papers in the case have only come before me this morning. It appears to me a highly improper procedure for Captain Campbell to address a letter direct to the Clerk of the Executive Council in any matter affecting his military position.—J.S.R., Col., Commandant.—9/8/77, B.C. Re-submit with resignation should it be forwarded.—16/8/77.

Captain Campbell to

Sir,

Sydney, 10 August, 1877.

I beg most respectfully to repeat the request contained in my letter to you of the 4th instant. I surely am entitled to copies of these papers. How will it be possible for counsel to assist and advise me in these matters without the papers? Natural justice demands that I should have them. I became a Volunteer under the Act of 1867, and that provides that when in uniform attending drill or parade, or going to or returning from any place of exercise of any corps or regiment, "if in such circumstance a lawful order is *disobeyed*, the party disobeying can be placed under arrest, and such arrest is only to continue while the Corps or Regiment remains under arms, or be on march, or duty, or be assembled, or continue engaged in any such military exercise or drill." It also provides that a Court for the trial of a Commissioned Officer can be convened by *the Governor only*. The Brigade office evidently holds that it has larger powers than the Act gives—that an officer can be placed under arrest when not in uniform, continued under arrest for an interminable time, a secret Court convened, and *sentence* pronounced independent of the Governor. It might have been well for this secret Court to have inquired as a first step, whether the allegation that the three rifles were not submitted for inspection was true; possibly it might have turned out that the allegation was not true.

Yours, &c.,

JOHN CAMPBELL,

Captain.

Brigade-Major Christie to Lieut.-Col. Goodlet.

Sir,

Brigade Office, Sydney, 11 August, 1877.

I am directed by the Commandant to acknowledge the receipt of a letter, dated the 10th inst. (received direct in contravention of the Regulations) from Capt. Campbell, of No. 1 Highlanders, on the subject of obtaining copies of the documents in connection with his case, and am to state in reply that the first letter on the subject (received also direct from Captain Campbell) was referred to you, the documents in question being at that time only regimental ones, and in your possession.

As regards Captain Campbell's application of the 10th inst., I am to state, that it is not in accordance with precedent to grant copies of the documents in such cases, nor indeed could such be done without prejudice to the Public Service, seeing the large amount of clerical work involved thereon. In addition to this it may be noted that some portion of the correspondence having taken place solely between the Commandant and yourself, is not of a nature such as Captain Campbell is entitled to a perusal of.

At the same time I am directed to state Captain Campbell's application of the 10th instant will be submitted to His Excellency with the other documents in the case.

I have, &c.,

W. B. B. CHRISTIE, Major,

Major of Brigade.

Capt. Campbell. By order.—JAMES WILSON, Capt., Adj., 14/8/77. To be returned. Received 16 August, 1877.—JOHN CAMPBELL, Capt.

The Commandant to His Excellency the Governor.

Your Excellency,

Brigade Office, Sydney, 28 August, 1877.

With reference to my letter (No. 395) of the 11th instant, I have the honor to forward herewith certain further correspondence connected with the case of Captain Campbell, of No. 1 Highlanders, which has taken place since the matter was referred to your Excellency.

In reply to letter from this Department of the 11th August (of which your Excellency has already a copy), Captain Campbell forwarded to me a memo., making certain allegations and complaints against Lieut.-Colonel Goodlet, to which the latter officer has replied, and forwarded also statements from the Majors of his Battalion who were present at the interview referred to.

I have, &c.,

JOHN S. RICHARDSON, Col.,

Commandant.

Col.-Richardson,—I think this is a case for a Court of Inquiry. Prepare charges, and submit for approval.—H.R., 29/8/77.

[Enclosures.]

Captain Campbell to The Commandant.

Memo.

I HAVE no doubt but that I am entitled to see all the papers, and that some power will cause them to be produced. They affected my liberty. I was imprisoned. The military authorities appear to me to consider themselves a sort of "*Imperium in imperio*," responsible to no one, having the liberties of the officers of the Volunteer Force at their disposal. I am quite certain that this is a mistake. The power of the military authorities is limited by Act of Parliament, and when an officer carries out a lawful order, it is not the mere whim of a presumptuous egotist but the solid majesty of the law he obeys. I have stated that I was imprisoned, and it may be well to state how it came about: I was requested to attend at what was called the Battalion, but afterwards claimed as the private, office of the gentleman in charge. I attended according to invitation, and found myself confronted by three field officers of the Volunteer Force, none of them in uniform. After the door of the apartment was locked the prisoner was ordered to "stand up"—yes, Colonel Richardson, ordered to "stand up" (a pretty lot of Commissioned Officers you will have if you allow them to be degraded by low-minded persons in this way); at the same time a paper was unfolded, containing, after the manner of the Judges of the Supreme Court when passing sentence of death, an elaborately prepared sentence. The prisoner however knowing that the whole thing was a gross and shameless outrage, as illegal as it was presumptuous on his liberty and feelings, and knowing that if any attempt to overpower him by physical force was made, he was a match for the three of them, resolutely refused to "stand up"; the consequence was that the actual pronouncing of the sentence was deferred, and the unfolded paper containing it was refolded.

JOHN CAMPBELL,

Captain.

17th August, 1877.

Forwarded by Order.—J. WILSON, Capt., Adjt., 2nd Rgt., 20/8/77. The matter contained in this communication would seem to call for some remark from Lt.-Colonel Goodlet.—J.S.R., Col., Comdt., 20/8/77, B.C. Captain Campbell is quite in error when he states that the door was locked, and that he "resolutely refused to stand up" when requested by me to do so, as he did so after my second request. The whole tone of this communication is quite in keeping with his two previous ones, and so speaks for itself that any remarks from me on it are uncalled for.—J.H.G., Lt.-Col., Comg. 2nd Rgt., V.R., 24/8/77. I forward herewith statements from Majors Jaques and Phillips.—J.H.G., Lt.-Col., Comg. 2nd Rgt.

Major Jaques to The Commandant.

Memo.

Balmain, 23 August, 1877.

OFFICIAL memo., under date 22nd instant, requests me "to state, for the information of the Officer commanding 2nd Regiment, what occurred on the occasion of his meeting Captain Campbell in Col. Goodlet's office, on the 2nd August last, at 2.30 p.m." In reply I have to make the following statement:—

Having received a memo., of which the following is a copy,— "Memo.—Lieut.-Colonel Goodlet requests Major Jaques to attend the Battalion Office to-morrow (Thursday), at 2.30 p.m., he will not detain him more than a few minutes.—JAMES WILSON, Capt., Adjt., 1st August, 1877."

I attended at the Battalion Office as requested. On entering, I saw Lieut.-Col. Goodlet, Major Phillips, Captain Campbell, and Captain Wilson; Col. Goodlet and Captain Wilson were standing conversing at the office desk; Major Phillips standing in another part of the room; and Captain Campbell was seated in a chair. After waiting a short time I said, addressing Col. Goodlet, "I believe you wish to see me for a short time," not having had any intimation as to why my attendance was required. Colonel Goodlet replied, "Yes, in a minute." He then asked Captain Wilson to withdraw, which he did, closing the door as he went out. Colonel Goodlet then, turning to Captain Campbell, asked him to stand up, which, after some little hesitation, he did. Colonel Goodlet then unfolded some papers he had in his hand, and, addressing Captain Campbell, said, "That on account of negligence on your part in carrying out my orders respecting some rifles that had not been produced at inspection, and disobedience in not obeying my orders, I have asked you to be present that I may reprimand you in the presence of Major Jaques and Major Phillips, your superior officers." Captain Campbell at once said, "I refuse to receive any reprimand as there has not been any inquiry." Colonel Goodlet replied, "It is an unpleasant duty I have to perform, but I must carry it out." Captain Campbell again refused to receive any reprimand. Colonel Goodlet then said, "Do I understand that you refuse to be reprimanded?" Captain Campbell replied, "Decidedly I do until I am found guilty of some offence before a proper Court, and I will submit to no reprimand from any person until condemned. I am a magistrate, and never heard of any person being condemned without a trial." Colonel Goodlet then asked, "Do you refuse to receive a rebuke?" and Captain Campbell said, "Yes, I do." Colonel Goodlet then requested Captain Campbell to leave, and Captain Campbell replied, "I will when it suits me." Colonel Goodlet said, "Go, at once." Captain Campbell replied, "This is the Battalion Office, and I have a right to be here." Colonel Goodlet said, "I order you to leave my office." Captain Campbell said, "I always understood this to be the Battalion Office,

Office, and I will go when convenient." He then moved towards the door, and opened it, and after a little hesitation, went out. Colonel Goodlet then shortly explained why he had asked myself and Major Phillips to be present. As I had an appointment at the Bank at 3 o'clock I left as it was then just on 3 o'clock.

THEO. J. JAQUES,
Major, 2nd Regt., Vol. Rifles.

For Lt.-Col. Goodlet's information. Produced to me, 12 Sept., 1877.—T. J. JAQUES.

Major Phillips to The Commandant.

Memo.

Sydney, 25 August, 1877.

IN attention to Captain and Adjutant Wilson's memo. of 22nd instant, I beg to state that I was present at the named time, Lt.-Col. Goodlet, Major Jaques, and Captain Campbell being also present. Colonel Goodlet, Jaques, and self were standing—Captain Campbell in a chair. Colonel G. asked him to rise (twice), but he did not. Colonel G. then went on to say, "I have sent for you, Captain Campbell, to reprimand you." Campbell then rose, and said he would not receive any reprimand. Colonel G. said he would not argue the point with him, and two or three times again asked him to receive the reprimand, which he refused. His manner now became rude and defiant. Colonel G. asked him to leave the room. He refused. He asked him again several times to do so. He was very defiant in manner, and said he would go when he pleased. He did leave after saying that he believed Colonel Goodlet did not know what he was doing—that he received a salary for doing the work of the office, but that he paid it to a Mr. Wilson, and that neither of them did the duties. After he left the room the door was closed, and Colonel Goodlet read to Major Jaques and myself the written reprimand which he intended to read to Campbell, and which appeared to me to be a very mild one. Whilst we were all there I do not recollect to have seen any one lock the door of the room. I should have stated that Adjutant Wilson was in the room before anything was done, but that he walked and closed the door after him.

HENRY PHILLIPS,
Major.

True copies.—W. B. B. CHRISTIE, Major of B., 13/2/78.

The Commandant to His Excellency the Governor.

Your Excellency,

Brigade Office, Sydney, 11 August, 1877.

I have the honor to forward herewith, documents as per list attached, connected with the suspension from military duty by the officer commanding his Battalion, of Captain Campbell, of the No. 1 Highland Volunteer Rifles.

Upon the 30th May, 1876, recognizing the necessity of having an inspection once a year by some independent Brigade or Regimental authority, of each of the valuable arms supplied to the Corps of the Volunteer Force, I issued a Brigade Order (copy attached) imposing certain duties connected therewith upon officers commanding Battalions and their Quartermasters. In order to carry out this order, Lieut.-Colonel Goodlet, commanding the 2nd Regiment, Volunteer Rifles, on the 6th November in the same year, issued a Battalion Order (copy attached) directing his Regimental Quartermaster to make arrangements with the officers commanding Companies for the inspection of certain arms which had not been seen at the time of the annual inspections. Acting on this Battalion Order, Quartermaster Tidswell appears to have communicated in November, 1876, with Captain Campbell with the view of getting the rifles belonging to the latter officer's company, which he was required to inspect, sent in. Failing to get them so sent in, Quartermaster Tidswell, on the 1st January, 1877, sent in his annual report, notifying that he had endeavoured but failed to inspect the arms in question. Subsequently, in the month of January, 1877, Quartermaster Tidswell appears to have again endeavoured to get Captain Campbell to produce the arms for his inspection, at the same time furnishing him with a list of them. Upon the 19th February, 1877, Quartermaster Tidswell's report as to the arms seen and not seen by him in 1876, was returned to the Regimental authorities from the Brigade Office, with a memo. from the Major of Brigade, asking what steps had been taken to bring about the inspection of the arms noted by the Quartermaster as *not seen*, upon which, on the 22nd February, a letter was addressed to Captain Campbell by the Adjutant of the 2nd Regiment, Volunteer Rifles, requiring his reasons for having disobeyed "the Battalion Order of the 6th November, 1876, on which subject he had received a memo. from the Regimental Quartermaster." In reply (dated 28 February) Captain Campbell states that on receipt of the communication referred to (from the Quartermaster) he appointed a day for the inspection of the rifles at the Victoria Barracks, and that an officer of his Company attended on that occasion, and that such rifles as were not then seen *had since been* returned to the armoury. The Quartermaster subsequently reports the rifles—stated by Captain Campbell to be in the armoury—*are not there*. A memorandum is then addressed on the 25th May by Lieut.-Colonel Goodlet to Captain Campbell, stating that if the arms were not produced at the Battalion Office in a week's time he (Lieut.-Colonel Goodlet) will find it his duty to suspend Captain Campbell. Captain Campbell upon this (on 30 May) addressed a memo. to Lieut.-Colonel Goodlet, in which he calls in question that officer's competency to send a *threatening* letter, such as Lieut.-Colonel Goodlet's of the 25th May, to a Captain of a Company, and makes certain statements as to the rifles, and also a certain complaint, which seems foreign to the matter, here referred to your Excellency. On the 6th June Lieut.-Colonel Goodlet suspends Captain Campbell. On the same day Captain Campbell writes a memo, taking exception to his suspension, which, together with his memo. of the 30th May, being submitted to the Commandant, the Major of Brigade by command, on the 8th June, writes a memo. recapitulating the steps taken by his Commanding Officer to obtain Captain Campbell's obedience to the orders issued, supports Lieut.-Colonel Goodlet's action, remarks on the necessity of obedience being rendered to orders, and states that Captain Campbell may be called upon to offer any explanation he may desire as to the neglect of duty he is charged with. Upon his receipt of the memo. of the Major of Brigade, Captain Campbell sends in the resignation of his Commission (12 June). Captain Campbell being subsequently

subsequently asked for the explanation referred to in the memo. of the Major of Brigade, states the remarks he has to make are contained in his letter of resignation. On the 18th June a memo. was written, by order of Lieut.-Colonel Goodlet, to Captain Campbell, summing up the case, &c., &c. Upon its receipt Captain Campbell (on 23rd June) intimates that his resignation may be returned. Captain Campbell is then, by memo. of 1st August, ordered to attend at the Battalion Office on the following day to meet Lieut.-Colonel Goodlet, the latter officer intending to reprimand Captain Campbell in the presence of the field officers of the Battalion for his action in not carrying out his Commanding Officer's orders as to the production of the arms, and the questioning of his authority. Upon Captain Campbell's attending at the Battalion Office on the 2nd August, Lieut.-Colonel Goodlet reports he positively refused to be reprimanded, and in addition comported himself in such a manner (*vide* Lieut.-Colonel Goodlet's letter to Commandant, dated 7th August, 1877) as to necessitate his ordering him to leave his office. Upon the 4th August Captain Campbell addresses a letter direct to the Commandant asking for certified copies of correspondence, which letter is forwarded by the Commandant to Lieut.-Colonel Goodlet, with memo. remarking on its tone, &c. On the 6th August Captain Campbell addresses a memo. to the Officer commanding the 2nd Regiment, Volunteer Rifles, making apparently certain imputations of a fraudulent intention to make an improper use of that portion of the correspondence written by Captain Campbell on the subject of his resignation. From a document subsequently received by the Commandant from the Colonial Secretary's Office, Captain Campbell appears also to have addressed a letter direct to the Clerk of the Executive Council, conveying imputations of an intention on the part of the Brigade or Regimental authorities to make an improper use of what he (Captain Campbell) had written regarding his resignation.

Having endeavoured as shortly as possible under the circumstances to lay the main facts of the case before your Excellency, I would now draw your attention to the following points:—

- 1st. That although a Brigade order on the subject of the inspection of the arms was issued in May, 1876, and a Regimental one on the 6th November same year, the Regimental Quartermaster and the Adjutant, having besides, on some three or four occasions, made appointments with Captain Campbell, or drawn his attention to the necessity of his carrying out the orders in question, that officer appears to have made little or no effort to comply with them, although it would appear from the memo. of the 18th June, 1877, addressed to Captain Campbell by the Adjutant of the 2nd Regiment, Volunteer Rifles, that whereas the Battalion Order had not been carried out by Captain Campbell some eight months after its issue, despite the endeavours of the Regimental staff, the arms were yet accounted for within a week by the officer who became charged with the command on Captain Campbell's suspension.
- 2nd. The improper tone of Captain Campbell's memo. of 30th May, addressed to Lieut.-Colonel Goodlet, wherein he asks whether it is competent for an Officer commanding a Battalion to send a threatening letter, &c., &c.
- 3rd. The improper tone and language of his memo. of the 12th June, addressed to Lieut.-Colonel Goodlet.
- 4th. The language and tone of the letter addressed direct (in contravention of the Regulations) to the Commandant on the 4th August.
- 5th. The tone of Captain Campbell's memo. of 6th August, 1877, addressed to Lieut.-Colonel Goodlet, with the imputation of the intention to make an improper use of what he (Captain Campbell) had written on the subject of his resignation.
- 6th. Captain Campbell's conduct to his Commanding Officer when in attendance at the Battalion Office on the 2nd August.
- 7th. Captain Campbell's conduct in addressing a letter direct on subjects connected with military discipline to the Clerk of the Executive Council.
- 8th. Captain Campbell's action from first to last having been one of defiance towards his military superiors.

It will be noted that Captain Campbell takes special exception to any disciplinary authority being exercised over him at a time when he is not in uniform, or in consequence of acts done when out of uniform, with reference to which I may be permitted to remark, that of course no Volunteer is amenable to military authority when out of uniform, when not engaged in any act connected with any military command he may hold (except of course the general power to discharge "for other sufficient cause." *Vide* page 9, clause 28, para. 1, given by the Volunteer Act to officers commanding Corps.) But for acts done in his official capacity, or his failure to carry out any orders issued to him in his military capacity, whether at the time of doing so or not, he be in or out of uniform, I apprehend any officer holding a commission is amenable to his military superiors. I need scarcely remark that were it otherwise, nine-tenths of the business of administration, including all the correspondence between responsible officers, must needs be left undone.

It is hardly necessary to point out to your Excellency that if an officer be permitted with impunity to assume, as Captain Campbell has done for some months past, a position which practically denies the right of any superior military authority to question his acts or demand his obedience, and to maintain an attitude of direct defiance of all such authority, discipline in connection with the military forms of the Colony must not only cease to be a reality, but the whole *morale* of the Volunteer Force must be affected and the fabric of military administration crumble to pieces. It would be manifestly impossible for officers commanding Battalions, or others in responsible positions, to perform their duties at all, for the example thus set by an officer cannot but produce a baneful influence on those in the lower ranks.

As the preceding portion of this report had been completed, and was about to be forwarded to your Excellency, I received a further communication, dated the 10th instant, direct from Captain Campbell (forwarded herewith), in which he asks for copies of the documents connected with his case. An application of the same character (already referred to), reached me, having been forwarded direct some short time since, which, as the papers were with Lieut.-Colonel Goodlet, and were as yet only regimental documents, was referred on to that officer. I append for your Excellency's perusal a copy of the reply sent by me through Lieut.-Colonel Goodlet to the last application of Captain Campbell, and await your Excellency's instructions as to whether copies of the papers in question are or are not to be forwarded. It is not usual to have copies of such papers made out under such circumstances for applicants, nor indeed will the transaction of the ordinary clerical business of my office admit of such an application being assented to without present inconvenience

inconvenience to the service, and the establishment of an objectionable precedent. In addition to this, a portion of the correspondence has taken place between Lieut.-Colonel Goodlet and myself solely, and is consequently to a certain extent of a confidential nature, to a perusal of which Captain Campbell is not entitled, unless with your Excellency's assent.

I have, &c.,

JOHN S. RICHARDSON,
Col., Commandant.

The Commandant to His Excellency the Governor.

Your Excellency,

Brigade Office, Sydney, 30 August, 1877.

As regards the case of Captain Campbell, No. 1 Highlanders, which I reported in my letter of the 11th instant, I have the honor to submit, in accordance with your Excellency's instructions, conveyed in your minute of the 29th instant, the charges which I would propose should be submitted to the Court of Inquiry.

As my letter of the 11th instant, covering the documents connected with the case, may to a certain extent be held to prejudge it, and as it forms a portion of the evidence proper, I would propose that it should not be submitted to the Court with the other documents.

I have, &c.,

JOHN S. RICHARDSON,
Col., Commandant.

Minute of His Excellency the Governor on above.

COLONEL Richardson,—I concur. The letter of the 11th August need not be submitted. In the instructions I think the words "vexations and litigious," in the tenth paragraph, scarcely describe fittingly the character of the memo. of the 17th August. "Insolent and insubordinate," would seem to be more suitable terms.

H.R., 31/8/77.

Memo. of The Commandant.

Instructions—Matters to be inquired into.

INSTRUCTIONS as to the matters to be reported on by the Court directed to inquire into the conduct of Captain Campbell, of No. 1 Highlanders:—

1. Did Lieut.-Colonel Goodlet, commanding the 2nd Regiment Volunteer Rifles, issue an order on or about the 6th November, 1876, for the inspection of certain arms belonging to the Corps composing the Battalion?

Did Captain Campbell fail to obey that order, and after what lapse of time; and by whom was the order eventually carried out, as regards the arms of Captain Campbell's Corps?

2. Did Captain Campbell fail to give Lieut.-Colonel Goodlet, and the members of his Regimental Staff, the assistance he was bound to render to them as regards the carrying out of the Brigade order No. 88, paragraph 2, of the 30th May, 1876, on the subject of the inspection of arms, and the Battalion order of the 6th November, 1876, previously alluded to?

3. Did Captain Campbell, on or about the 28th February, 1877, inform his Commanding Officer, Lieut.-Colonel Goodlet, that certain rifles, which had not been produced on a previous occasion by Lieutenant Fraser at the Victoria Barracks, had since been returned to the armoury, when in point of fact such was not the case?

4. Did Captain Campbell address; on or about the 30th May, 1877, a memorandum of an insubordinate and improper character to his Commanding Officer, Lieut.-Colonel Goodlet?

5. Did Captain Campbell, on or about the 12th June, 1877, address a memo. to his Commanding Officer, Lieut.-Colonel Goodlet, which was improper, and insubordinate in tone and language, and subversive of military discipline?

6. Did Captain Campbell, on or about the 4th August, 1877, address a letter direct to Colonel Richardson, the Commandant, in contravention of the Regulations on the subject of correspondence, and was such letter improper in tone, and couched in terms subversive of military discipline?

7. Did Captain Campbell address a memo. to Lieut.-Colonel Goodlet, on or about the 6th August, 1877, which was improper in tone, and subversive of military discipline; and did such memo. contain an imputation of an intention to make an improper use of what he (Captain Campbell) had written on the subject of his resignation?

8. Did Captain Campbell address a letter to the Clerk of the Executive Council, making imputations of an intention on the part of the military authorities to make an improper use of what he (Captain Campbell) had written on the subject of his resignation?

9. Did Captain Campbell, when attending at the office of his Battalion, on or about the 2nd August, 1877, by direction of his Commanding Officer, Lieut.-Colonel Goodlet, conduct himself in a manner which was insubordinate, and subversive of military discipline?

10. Is the statement made by Captain Campbell in his memo. of the 17th August, 1877, addressed to the Commandant, to the effect that he was "imprisoned" on the occasion of his interview with Lieut.-Colonel Goodlet, on the 2nd August, true? Is there any justification for the statements made by Captain Campbell in his memo. of the 17th August, above alluded to, or is the memo. in question of an insolent and insubordinate character?

11. Has Captain Campbell, as regards the non-production of the arms, and as regards his subsequent action and correspondence generally, conducted himself in a manner which was insubordinate and subversive of military discipline?

Brigade Office, Sydney, 30th August, 1877.

JOHN S. RICHARDSON,
Col., Comdt.

Copy of Minute to President of Court.

To be investigated and reported upon by the Court of Inquiry of which Major F. Wells, V.A., Brigade, is President. A copy of the Brigade Order, directing the assembly of the Court, together with the whole of the papers in the case to be laid before it, as also a list of the documents, forwarded herewith.—By Command, THOS. BAYNES, Major, *pro* Major of Brigade, 5/9/77.

Copy

Copy of Minute to Officer commanding 2nd Regiment, on copy of Brigade Order, viz. :—

Forwarded to Officer Commanding 2nd Regiment, V.R., together with a copy of the instructions to the Court, for the information of Captain Campbell.—By Command, THOS. BAYNES, Major, *pro* Major of Bde., 5/9/77.

Brigade Order No. 118.

Brigade Office, Sydney, 5 September, 1877.

A COURT of Inquiry, consisting of Major F. Wells, Volunteer Artillery Brigade, President, Major J. Wells, 1st Regiment, Volunteer Rifles, and Captain W. Cooper, Volunteer Artillery Brigade, members, will assemble at the Volunteer Office, No. 10, O'Connell-street, on such date and at such hour as may be appointed by the President, to investigate and report upon such matters as may be brought before it.

A sergeant of the Permanent Staff will be detailed as orderly for the Court.

The President will be good enough to notify to this office the date and hour of assembly, in sufficient time to admit of due notice being given to all parties concerned.

Captain and Adjutant J. Wilson, 2nd Regiment, Volunteer Rifles, will attend the Court to produce evidence.

The proceedings, when completed, to be forwarded to this office.

By Command,
THOS. BAYNES, Major,
pro Major of Brigade.

The Commandant to The Principal Under Secretary.

Sir,

Brigade Office, Sydney, 3 September, 1877.

His Excellency the Governor and Commander-in-Chief having directed the assembly of a Court of Inquiry to investigate the conduct of Captain Campbell, No. 1 Highlanders, I have the honor to request the letter addressed by that officer to the Clerk of the Executive Council, forwarded to me by your blank cover minute of the 8th ult. for report, may be returned to me, as the document alluded to is material to the case.

I have, &c.,

JOHN S. RICHARDSON,
Colonel, Commandant.

May be forwarded, 3/9/77.
CHRISTIE, M.B., 13/2/78.

The Commandant, B.C., 3/9/77.—H.H.

True copies.—W. B. B.

Brigade-Major Christie to Major Wells.

Memo.

Brigade Office, Sydney, 12/9/77.

CAPTAIN Campbell, of No. 1 Highlanders, having asked for the production of the attached documents, they are herewith forwarded to the President of the Court of Inquiry dealing with Captain Campbell's case, with a view of the latter officer having every facility for examining or making reference to them. The documents will be retained in the custody of the Court, and transmitted with the other papers connected with the case on the conclusion of the proceedings.

By Command,

W. B. B. CHRISTIE, Major,
Major of Brigade.

Captain Campbell to The Commandant.

Sir,

Sydney, 14 September, 1877.

I was informed at the Court of Inquiry, held on Monday evening, that I could secure your attendance for the purpose of being examined on oath in connection with the eleven charges against me. I consider it would be more respectful to the office of Commandant not to ask your attendance, but instead to forward the questions I propose to put, with the view of their being answered and signed, and the document then to be transmitted to the President of the Court. I accordingly enclose the questions.

I am bearing in mind your repeated remarks in reference to forwarding documents direct, but it is not in contempt of the Regulations that I do so—every rule has its exception. I will not be forced to reveal my defence to the other side, and I again earnestly protest against any of these documents being placed in the hands of Lieut.-Colonel Goodlet or his Adjutant. To do so appears to me to be just the same as if an English Officer attached to the Russian Camp revealed the plan of attack or defence to the enemy.

Yours, &c.,

JOHN CAMPBELL,

Captain.

The Commandant will attend and give verbal evidence; but it is necessary that the President of the Court should be communicated with by Captain Campbell, in view of such a date being fixed for this purpose as will not interfere with the military duties of the Commandant, who proceeds to Goulburn to inspect, on the 19th instant, and again to the Southern District on the 24th.—By command, W. B. B. CHRISTIE, Major of Brigade, 15/9/77.

P.S.—Perhaps the shortest way to fix the day would be for the Adjutant of the 2nd Regiment, V.R., to communicate at once with the President of the Court on this subject, and relative to the day, the President then to intimate the date of assembly to take Commandant's evidence.

Officer Commanding 2nd Regiment, V.R.

Questions retained by the Commandant.

VOLUNTEER FORCE.
CORPS.—No. 1 D.E. HIGHLANDERS, 2ND REGIMENT.
 Inspection Return of the above Corps.
 Place and Date.—Victoria Barracks, 3 June, 1876.

Description Letter and Number of Arms.	Alphabetical Roll of the Corps.	Accoutrements.							Sundries.						Remarks of Official Inspector on Drill, Clothing, Arms, and Accoutrements, &c.	
		Magazine Pouches.	Expense do.	Cap do.	Pouch Belts.	Waist do.	Frogs.	Slings and Buckles.	Muzzle Stoppers.	Snap Caps and Chains.	Nipple Wrenches.	Do., with Ball Drawers.	Oil Bottles.	Bugles and Trumpets.		Haversacks.	Suits of Uniform.
Henry O	Capt. John Campbell .....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
29	Lieut. Alex. Fraser .....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
3	Ensign Geo. Hamilton .....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
21	Colour Sergeant James Steel .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
4	Quartermaster-sergeant R. Riddell .....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
19	Sergeant William Dornan .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
22	" A. Shaw .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
20	Corporal A. McDonald .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
15	" W. Prentice .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
23	" S. Kyle .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
..	Bugler Jno. Crawford .....	..	..	..	..	..	..	..	..	..	..	..	1	..	..	..
11	" F. Crawford .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
..	Piper A. Campbell .....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
..	J. Ramsay .....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
51	Private A. Aiston .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
54	" R. Agnew .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
10	" A. Anderson .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
30	" H. G. Anderson .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
28	" G. Borthwick .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
50	" J. Bell .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
12	" A. Campbell .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
49	" G. Coultter .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
36	" W. Christie .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
37	" Jno. Crawford .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
9	" A. Cameron .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
32	" G. M. Campbell .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
58	" A. B. Douglass .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
57	" W. Dingwell .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
34	" D. Forrest .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
46	" W. Fisher .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
60	" R. Gordon .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
25	" Jas. Gowan .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
67	" Jno. Gowan .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
14	" A. B. Helmrich .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
38	" F. Houston .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
52	" J. Hawkins .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
40	" J. Lutton .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
27	" A. Malloch .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
24	" J. R. McDonald .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
63	" A. M'Lachlan .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
2	" W. M'Intosh .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
47	" Jno. M'Donald .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
59	" C. Parkhill .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
55	" W. Prosser .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
62	" J. Peart .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
63	" W. J. Poole .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
5	" S. Riddle .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
..	" W. Rigby .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
6	" J. Ross .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
70	" W. Rae .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
1	" A. Sproule .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
..	" D. B. Stewart .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
53	" J. Spence .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
64	" J. Simpson .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
43	" G. Twiddle .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
61	" J. M. Telfer .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
31	" P. Whitelaw .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
44	" G. West .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
18	" A. Watt .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
41	" W. G. Yates .....	..	1	..	..	1	..	1	..	..	..	..	..	..	..	..
48	S.-M. 2nd Regiment .....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
7	In store .....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
18	" .....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
13	" .....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
27	" .....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
36	" .....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
33	" .....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
69	" .....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
65	" .....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
66	" .....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
39	" .....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
45	" .....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
42	" .....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
56	" .....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
16	" .....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
6	" .....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
70	..	..	51	..	..	51	51	51	..	..	..	..	1	60	60	..

STATE.

	Establishment.		Enrolled Strength.										Remarks.			
	Troops, Batteries, or Companies.	Subdivisions.	Sections.	Captains.	Lieutenants.	Cornets.	2nd Lieutenants or Ensigns.	Adjutants.	Surgeons.	Assistant Surgeons.	Sergeants.	Trumpeters or Buglers.		Rank and File.]	Total.	Horses.
Present on Parade	37	..	J.S.R.
Members absent with leave of Commanding Officer
Members absent without leave of Commanding Officer
Total enrolled strength	1	1	..	1	..	..	..	2	51	60	..	..

ARMS IN POSSESSION.

Government Arms kept in the Armoury Ditto in possession of individual Members Ditto in possession of Honorary Members, S.M. of 2nd Regt. Total	Henry Rifles.	Bayonets.	Short Enfield Rifles.	Sword Bayonets.	Rifled Carbines.	Sword Bayonets.	Swords.	Wrenches, Nipples, &c., &c.		Spare Nipples	Snip Caps.	Guns.	
								With Cramps, &c.	Without Cramps, &c.			For Permanent Defence.	For Practice only.
	15	..	..	19	..	..	..	..	..	..	..	..	..
	54	..	..	51	..	2	1	..	..	..	..	..	..
	1	..	..	..	..	..	..	..	..	..	..	..	..
Total	70	..	..	70	..	2	1	..	..	..	..	..	..

30 Rifles inspected—J.L., Q.-m. Sergt.

JOHN CAMPBELL.

VOLUNTEER FORCE.

CORPS.—HAWKESBURY.

Inspection Return of the above Corps.

Place and Date.—Windsor, 14 December, 1876.

Description Letter and Number of Arms.	Alphabetical Roll of the Corps.	Accoutrements.					Sundries.					Remarks of Official Inspector on Drill, Clothing, Arms, and Accoutrements, &c.					
		Magazine Pouches.	Expense do.	Cap do.	Pouch Belts.	Waist do.	Frogs.	Slings and Buckies.	Muzzle Stoppers.	Snip Caps and Chains.	Nipple Wrenches.		Lo, with Ball Drawers.	Oil Bottles.	Fungles and Trumpets.	Haversacks.	Suits of Uniform.
Henry X 3	Captain W. Linsley	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 93	Colour-sergeant F. Mortley	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 10	Quartermaster-sergeant W. Wilkins	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 5	Sergeant J. B. Johnson	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 12	.. P. Beveridge	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 37	.. Jos. Ward	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 89	Corporal W. Bell	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 33	.. J. T. Gosper	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 62	.. R. Owens	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 81	.. T. Wood	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 21	Bugler L. Barnett	..	..	..	..	..	..	..	..	..	..	..	1	1	1	
.. 96	Private F. Alderson	..	..	..	..	..	..	..	..	..	..	..	..	1	1	
.. 15	.. J. Anderson	..	..	..	..	1	1	1	..	..	..	..	..	1	1	Absent.
.. 16	.. R. Arnold	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 24	.. J. Allen	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 25	.. G. Carroll	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 26	.. T. Collison	..	..	..	..	1	1	1	..	..	..	..	..	1	1	Absent. s.c. W.B.B.C.
.. 28	.. E. Day	..	..	..	..	1	1	1	..	..	..	..	..	1	1	Absent.
.. 29	.. P. Doyle	..	..	..	..	1	1	1	..	..	..	..	..	1	1	Absent.
.. 29	.. R. Dunstan	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 55	.. J. Elliott	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 31	.. P. Fraser	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 39	.. W. Gosper	..	..	..	..	1	1	1	..	..	..	..	..	1	1	Absent.
.. 34	.. J. T. Gosper	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 90	.. J. Hogan	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 36	.. A. Haggor	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 7	.. S. Hill	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 11	.. F. Howard	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 38	.. C. Hull	..	..	..	..	1	1	1	..	..	..	..	..	1	1	Absent.
.. 43	.. J. Hull	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 63	.. R. Huzley	..	..	..	..	1	1	1	..	..	..	..	..	1	1	On leave. W.B.B.C.
.. 66	.. J. Holden	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 71	.. W. Jones	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 40	.. P. Lucusson	..	..	..	..	1	1	1	..	..	..	..	..	1	1	Absent.
.. 41	.. J. Linsley	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 61	.. Mellish E.	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 51	.. P. Motteram	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 70	.. J. Molloy	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 65	.. P. Molloy	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 22	.. M. O'Connor	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 14	.. Jos. Oms	..	..	..	..	1	1	1	..	..	..	..	..	1	1	Absent.
.. 46	.. H. Perry	..	..	..	..	1	1	1	..	..	..	..	..	1	1	Absent.
.. 47	.. J. Primrose	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 45	.. J. Perry	..	..	..	..	1	1	1	..	..	..	..	..	1	1	On leave. W.B.B.C.
.. 76	.. W. Primrose	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 84	.. G. Pye	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 80	.. T. Primrose	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 17	.. D. Robertson	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 91	.. F. Simons	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 74	.. W. Smallwood	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 18	.. H. Tilley	..	..	..	..	1	1	1	..	..	..	..	..	1	1	Absent.
.. 86	.. R. Tout	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 85	.. J. Upton	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 52	.. W. Walker	..	..	..	..	1	1	1	..	..	..	..	..	1	1	Absent. s.c. W.B.B.C.
.. 87	.. T. Williams	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 75	.. E. Wood	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 60	.. W. Wood	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 78	.. L. White	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. 20	.. Jas. Magrath	..	..	..	..	1	1	1	..	..	..	..	..	1	1	
.. O 60	.. J. Bell 1 Highlanders	..	..	..	..	1	1	1	..	..	..	..	..	1	1	F.W., 12-9-77.
.. X 1	Arms in Store.	
.. 2	"	
.. 35	"	
.. 48	"	
.. 49	"	
.. 56	"	
.. 66	"	
.. 77	"	
.. 63	Temporary in Store.	
.. 45	"	
Total		58	58	58	60	60		

STATE.

	Establishment.	Enrolled Strength.										Remarks.				
		Troops, Batteries, or Companies.	Subdivisions.	Sections.	Captains.	Lieutenants.	Cornets.	2nd Lieutenants or Ensigns.	Adjutants.	Surgeons.	Assistant Surgeons.		Sergeants.	Trumpeters or Lighters.	Rank and File.	Total.	Horses.
Present on Parade	48	..	..
Members absent with leave of Commanding Officer	4	..	..
Members absent without leave of Commanding Officer
Total enrolled strength	1	..	..	..	..	..	..	5	2	52	60	..	..

ARMS IN POSSESSION.

	Henry Rifles.	Bayonets.	Short Enfield Rifles.	Sword Bayonets.	Rifled Carbines.	Sword Bayonets.	Swords.	Wrenches, Nipple, &c., &c.	With Cramps, &c.	Without Cramps, &c.	Spare Nipples.	Snap Caps.	Guns.		
													For Permanent Defence.	For Practice only.	
Government Arms kept in the Armoury	8	..	..	8	..	..	..	..	..	..	..	..	..	..	..
Ditto in possession of Individual Members	58	..	..	58	..	..	..	..	..	..	..	..	..	..	..
Ditto in possession of Honorary Members .....	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Total	66	..	..	66	..	..	..	..	..	..	..	..	..	..	..

JOHN CAMPBELL.

Ensign Hamilton to Adjutant Wilson.

Sir,

Bull Coal Company's Office, Exchange, Sydney, 16 May, 1876.

I beg to apologize for the delay in replying to the communication I received from the Major of Brigade, viz., No. 76/130. I had the reply half finished on the 22nd ult., but pressure of business has prevented me completing the same till now. I did not receive the communication in question for days after it was written.

However, in compliance with the request contained therein, I beg to state that on reference to the last yearly return of the Company to which I belong, I find I am deficient in the Battalion inspection parade—that I would have been present at the same excepting for an arrangement I had made with a few friends to go to Lane Cove on that day, while in ignorance of the parade date, and out of which it would have been almost impossible to withdraw. I did not at the time feel it was absolutely necessary to attend, having been present at the Company inspection on the Saturday previous. I also had a disinclination to attend, as both Companies of Highlanders are merged into one frequently since recruiting has been stayed, and I, as junior Ensign of the Corps, have to be content with being placed in an absent guide's place in another Company.

I beg to assure you that it was quite unintentional on my part to be non-efficient for last year, and beg my explanation will be received, and that you may be certain I shall not be returned so again, as I have never been so before.

I have, &c.,

GEO. HAMILTON.

Brigade Order.

Volunteer Brigade Office, Sydney, 13 November, 1868.

1.—Nos. 1 and 2 Companies, Duke of Edinburgh Highland Rifle Corps, will be attached to the Suburban Battalion Rifles until further orders.

The Brigade Order of the 4th August, 1868, containing information with reference to administrative organization to be adhered to, with the exception of paragraph 5 of such order.

By command,

THOS. BAYNES,

Captain, Brigade Adjutant.

True copy.—W. B. B. CHRISTIE, Major of Brigade.

Brigade Order.

Volunteer Brigade Office, Sydney, 4 August, 1868.

THE following is published for the information of Field Officers commanding and officers respectively of Artillery Brigade, Sydney and Suburban Battalions Rifles, and having reference to the administrative organisation of those Forces:—

1. The object of this administrative organisation is to unite separate Corps under a common head, to secure uniformity of drill among them, to afford them the advantage of instruction and assistance of a Regimental Staff (in addition to the Permanent Staff); but it is not intended to interfere with their constitution or financial arrangements, with the operation of their respective rules, or with the powers specially conferred on their Commanding Officers by the Volunteer Act and Regulations.

2. Subject to the powers conferred by the law upon the Commanding Officers of each Corps, the Field Officer commanding an administrative regiment will have the general charge of the drill and instruction of the several Corps under his command. He will inspect them from time to time, and will take notice of, and if necessary report any infraction of the provisions of the law, or of the orders of the Officer Commanding Volunteer Force, relating to the use of the arms, the regulations about clothing, distinctive marks of rank, discipline, &c. He will also be responsible that uniformity in drill is preserved throughout the Force under his command when present at the drill or parade of any of the Corps. He will invariably be in command.
3. No Officer of a Corps forming part of an administrative Regiment has any authority over the other Corps of which it is composed, in consequence of their administrative union; but whenever the several Corps, or any number of them, meet together for drill, the senior Officer present assumes the command, and during the temporary absence of the Field Officer commanding an administrative Regiment the command will devolve on the next senior Officer present.
4. An administrative Regiment cannot have rules, having legal force under Act of Parliament, distinct from those of the several Corps of which it is composed.
5. Corps composing an administrative Regiment must be clothed alike.
6. All official correspondence from Corps composing an administrative Regiment, including applications for (officers) leave of absence, returns, reports, correspondence on military subjects, &c., are to be forwarded through Field Officers commanding such Regiments.

NOTE.—The foregoing instructions are to be observed in conformity with the provisions of the Volunteer Act and Regulations, and special orders of the Officer commanding Volunteer Force.

By order,

THOS. BAYNES, Captain,
Brigade Adjutant.

True copy.—W. B. B. CHRISTIE, Major of Brigade.

A.

Quartermaster Tidswell to Captain Campbell.

Dear Sir,

Sydney, 12 May, 1877.

I have to request you will make arrangements for my inspection of the following rifles, or at once have them returned into the armoury, viz. :—O 38, 41, 50, had not been sent in up to April 27.

Early reply will oblige

Yours, &c.,

HENRY E. TIDSWELL,
Quartermaster, 2nd Regt.

38, E. Houston; 41, W. Yeates; 50, John Bell.

B.

List of Spare Arms.

Complete list of spare arms belonging to No. 1 Highlanders for the year 1876 :—

O 7, 8, 13, 17, 26, 33, 39, 65, 66, 69, 35, 42, 46, 56, 16.

For correctness of list, see inspection return for 1876, deposited in Brigade Office.

C.

Brigade Order No. 66.

Sydney, 25 April, 1876.

1. In future, when a Volunteer is attached to a corps, his arms and accoutrements are to be handed over to his own Company, and fresh ones issued to him by the Corps to which he is attached.

2. Prior to rejoining his own Company, the arms and accoutrements of the Corps to which he has been attached will be returned. The whole of the arms and accoutrements of a Corps will then remain with the head quarters of each Corps, and be under the supervision of the officer commanding it.

3. Officers commanding Corps will take advantage of every available opportunity for getting in the arms and accoutrements of men already attached.

By command, &c.,

W. B. B. CHRISTIE, Major,
Major of Brigade.

Private John Bell was attached to the Hawkesbury Rifles by Brigade Order, dated 26th August, 1875, eight months prior to the date of the above B.O. 1 Highlanders, in 1876, were inspected on the 3rd June; only one month therefore intervened between the date of the above order and the date of inspection.—JOHN CAMPBELL, Capt.

D.

Quartermaster-sergeant Cremen to Quartermaster Tidswell.

Sir,

24 Bettington-street, Sydney, 28 November, 1876.

In reply to yours of 27th instant, respecting further inquiry No. 1 Highlanders, the rifle, O. 56, was found by us in the armoury on the 27th April last, and was marked off in Captain Compton's book as "spare," 21/2/77.

I am, &c.,

T. J. CREMEN,

Q.-M. Sergeant, 2nd Regt., V.R.

True copy.—W. B. B. CHRISTIE, M. of B., 13/2/78.

The Commandant to His Excellency the Governor.

Your Excellency,

Brigade Office, Sydney, 21 December, 1877.

I have the honor to forward herewith the proceedings of the Court of Inquiry, directed by your Excellency to assemble for the purpose of reporting on certain matters connected with the conduct of Captain Campbell of No. 1 Highlanders.

Your Excellency will note that there has been a somewhat unusual delay in completing the proceedings, rendered necessary however by my having twice to re-assemble the Court for revision of its finding, and the fact that the officers acting on the Court had their private avocations to attend to. The proceedings as finally closed, I may remark, only reached me on the 15th instant.

Paragraphs 1 and 2 of the instructions issued by me to the Court on the 30th August last, refer to two matters, viz.: 1st—Captain Campbell's supposed disobedience of a Battalion Order, issued by Lieut.-Colonel Goodlet, Commanding the 2nd Regiment, Volunteer Rifles; and 2nd—his failure to give Lieut.-Colonel Goodlet, and the members of his Regimental Staff, the assistance he was bound to render them as regards the carrying out of a certain Brigade Order on the subject of the inspection of arms. The Battalion Order (based on the Brigade Order antecedent to it) appears to have been wrongly worded, inasmuch as it referred only to "spare arms," and not also to arms that had not been seen at the inspection, yet were not spare. In his defence, when dealing with the non-production of arms, Captain Campbell has sheltered himself behind the wrong wording of the Battalion Order as requiring him only to produce the "spare" arms, and not also those not seen at the inspection, with reference to which I would observe that when he got, as he appears to have done, from Lieut.-Colonel Goodlet's staff, a list of the rifles which he was required to show, it was either his duty to have produced them, or at all events to have pointed out that the arms which he was requested to produce did not come within the scope of the Battalion Order. Either therefore Captain Campbell wilfully disobeyed the order given by Lieut.-Colonel Goodlet, through his staff, for the production of certain arms, or he treated Lieut.-Colonel Goodlet's staff with a want of consideration and courtesy, amounting to a neglect of duty. With the Battalion Order the Court finds (with qualification) Captain Campbell did not literally comply. It considers also he failed to give proper support to his Commanding Officer as regards the carrying out of the Brigade Order, and was guilty of negligence in connection therewith.

The third paragraph of the instructions relates to a misstatement alleged to have been made by Captain Campbell in a memo. written by him. The Court finds there was a misstatement, but it was unintentional.

As regards the conduct imputed to Captain Campbell in paragraphs 4, 5, 6, 7, and 8, of the instructions, the Court finds against Captain Campbell, and inasmuch as the correspondence referred to in these several paragraphs is attached to the proceedings, and so speaks for itself, comment from me would seem unnecessary regarding it.

In dealing with paragraph 9 of the instructions the Court appears to have found it difficult to pass an opinion, and to have practically left the matter therein referred to to be adjudicated upon by your Excellency. The question seems to be one frequently raised in connection with Courts of Inquiry held to report upon the conduct of officers of the Volunteer Force, viz., their liability for acts or neglects connected with the performance of their military duties done when out of uniform. It is to be regretted that on such an occasion as that of reprimanding an officer, Lieut.-Colonel Goodlet himself did not appear in uniform, and require that all the officers present, including Captain Campbell, should so appear; but it must be borne in mind that Lieut.-Colonel Goodlet, as well as the other officers present, had their private avocations to attend to, and that therefore there is something to be said in excuse for a laxity which the etiquette of the regular service would not permit. It would appear Captain Campbell was regularly warned by memo. to attend the head-quarter Office of his Battalion, and that he did so attend. He must therefore have known that Lieut.-Colonel Goodlet was there acting in his official capacity, and so should have treated him with the respect due to his position as Commanding Officer. Clause 2 of paragraph 28 of the Volunteer Act appears to make an officer responsible when on duty with his Corps, without specially stating in that case that he shall be in uniform; and I cannot but consider that every officer is on duty with his Corps, as regards his relations to other officers, just as much when he is attending to those administrative details connected with his military position which he carries out in plain clothes as when he stands in uniform in the ranks. Were it otherwise no officer in the Force could be made responsible for any insubordinate action or neglect of duty connected with his military position if not done on parade. Even as regards private Volunteers, it appears to me that although they may be in plain clothes, if they do any wrongful act in a military sense, in their Volunteer capacities, they can be held liable for the consequences of such act; otherwise a Volunteer signing himself as such might address a grossly insubordinate letter to his Commanding Officer on Volunteer business, and because he was in plain clothes when he wrote, claim exemption from punishment. It appears to me what the Legislature intended was merely to separate a Volunteer's civil avocations from his military liabilities. I may mention the case of Gunner Taylor, of No. 3 Battery, Volunteer Artillery Brigade, where the offence, leading to dismissal, was committed in plain clothes, the punishment awarded being upheld, on petition, in the year 1872, by His Excellency the Earl of Belmore. The Court appears very justly to hold, in the case of officers in the Volunteer Force with its very ill-defined Regulations, that the general custom of the military service, as laid down in the Queen's Regulations, must be (of course, only to a certain extent) taken into account. In practice it is and must be so daily, or the work of administration would be simply impossible. I may, perhaps, be allowed to quote on this subject from a work called "The principles and practice of Volunteer discipline," published in England not long since by Lieut.-Colonel Acland, M.P., commanding one of the Devonshire Administrative Battalions of Volunteers, as follows:—

"The general authority of 'Commanding Officer,' whether in the 'Field Officer commanding the Battalion,' or in the 'Officer commanding a Corps,' is not defined in the documents legally applicable to Volunteers, beyond the definition implied in what has been already set out under the head of discipline.

"We must therefore look to the principles (so far as they apply to Volunteers) explained in the Queen's Regulations for the interior economy of Corps."

"We there learn that 'an officer intrusted with the command of a Regiment is vested with authority which renders him responsible to his Sovereign and his country for the maintenance of discipline, order, and a proper system of economy in his Corps'; that he is 'not only to enforce by command, but to encourage by example the energetic discharge of duty,' and the steady endurance of 'difficulties and privations.'"

In

Queen's Regula-
tions, Art. 250.

In the opinion expressed by the Court, in reply to paragraph 10 of the instructions, so far as it attributes the statements made by Captain Campbell to a desire for nonsensical exaggeration on his part, I am scarcely inclined to concur, the memo. in question appearing to me to evidence rather on his part a litigious effort to embroil and create difficulties with his Commanding Officer.

In reply to paragraph 11 of the instructions, the Court finds Captain Campbell to have been generally guilty of neglectful conduct in connection with the production or non-production of arms, and to have generally behaved in a manner which was insubordinate, and subversive of military discipline.

Having now disposed of the matter specially reported on by the Court, there appears to be one or two points raised by Captain Campbell, to which it is desirable I should refer, viz., Captain Campbell would seem to hold that the inspection of the arms at all by Lieut.-Colonel Goodlet, or his staff, was *ultra vires*, with regard to which I would refer your Excellency to the 2nd part of paragraph 72 of the Volunteer Regulations, which requires an Officer commanding an Administrative Battalion, "to inspect the Corps under his command from time to time, and to take notice of, and if necessary to report any infraction of the orders of the Officer Commanding the Volunteer Force, relating to the use of arms, &c., &c." This right to inspect gives in fact extended powers, which indeed are highly necessary in the interests of discipline and efficiency, and in view of a provision for the due care of public stores. Captain Campbell objects that Lieutenant-Colonel Goodlet has no power to suspend him from duty. Clause 2 of paragraph 28 of the Volunteer Act appears to give power to an Officer commanding a Regiment, when an Officer is on duty with his Corps, and disobeys any lawful order, to place such officer in arrest. It does not appear to me necessarily to require the offender to be in uniform when he is on duty with his Corps to enable this power to be exercised. In point of fact I believe almost every case in which a Volunteer Officer has been suspended, since the first formation of the Force, has been under similar circumstances, that is, they were not in uniform, and they were not under arms with their Corps at the time this power was exercised, although they were, as all officers in the Force are daily, performing military duties connected with the commissions they held. The custom of the service, the Corps not being under arms, converts the arrest into a suspension from duty (the open arrest of the Regular Service), the power of retaining an offender under a forced restraint not obtaining when the Corps is not under arms. This suspension from duty, it may be remarked, following, as it does in the Military service, on the commission of an offence by an officer, has its counterpart in the practice of the Civil departments of the Government service. Captain Campbell has further referred to the fact that it was always customary to charge for arms when they were not forthcoming, and that publicity should have been given to the alteration in practice in reference to the non-production of arms, in reference to which I may remark, that until the issue of the Brigade Order of the 30th May, 1876, referred to in paragraph 2 of the instructions, no order strictly requiring the production of each arm each year, and providing for the subsequent inspection of the arms not seen by me at the annual inspections of Corps, was in existence, and that there could be no justice in charging Corps with the value of the arms, until everything possible had been done to compel the officer in command to do all in his power to produce them. At the same time it was sometime prior to the issue of the Brigade Order in question customary to charge the value of such arms as were not forthcoming when required, to Corps; but in this case I conceive no one can read the Brigade Order in question, the Battalion Order succeeding it, taking into consideration also the different communications made on the subject by Lieut.-Colonel Goodlet's Staff, to Captain Campbell, without seeing that it was quite impossible for the latter officer to come to any other conclusion than that obedience was required of him to the orders in question.

I have, &c.,

JOHN S. RICHARDSON,

Col., Commandant.

Colonial Secretary :—

This case is one which must I think be brought before the Executive Council.

The Court of Inquiry having found that Captain Campbell's action and correspondence in the matter under investigation have been "improper," "insolent," "insubordinate," and "subversive of Military discipline," I think his Commission as Captain should be cancelled.

H.R., 28/12/77.

Extract from Brigade Office Register.

PROCEEDINGS of a Board of Inquiry, assembled at Volunteer Brigade Office on the 12th September, 1877, by order of His Excellency the Commander-in-Chief, bearing date 5th September, 1877, to investigate certain charges preferred against Captain John Campbell, No. 1 Company, Duke of Edinburgh Highlanders :—

PRESIDENT :

FREDK. WELLS, Major, V.A.

MEMBERS :

JOHN WELLS, Major, V.R.

WILLIAM COOPER, Captain, V.A. Brigade.

The Board having assembled pursuant to the above order, proceed to make the usual declaration, after which the Court is declared open, and the Brigade Order convening having been read, the President proceeded to read the charges in detail, Captains Campbell and Wilson being present.

Lieut.-Colonel J. H. Goodlet having been sworn, deposed :—

By Captain Wilson :

Q. Did Captain Campbell, during the six months given to him by Colonel Goodlet for the production of the missing rifles, make any application for extension of time? A. No.

Q. State what occurred on the 2nd August, 1877, at the interview with Captain Campbell at the Battalion Office? A. Captain Campbell came into the office, Major Phillips and I being present. A minute or so afterwards Major Jaques joined us. As we three were all standing, I requested Captain Campbell (who was seated) to rise, which order I had to repeat before he complied. I then told him that I had sent for him to reprimand him in the presence of his two senior officers, for his neglect of duty. He positively refused to be reprimanded, and I asked him if he determined not to be reprimanded, when he replied "Yes."

"Yes." I then requested him to leave. He said it was a public office and he would go when it suited him. I said, "It is my office," and requested him again to leave. He said he would go when he was ready. He remained some little time, and I had to repeat the request more than once before he left. He opened the door, and stood with it open, muttering something not complimentary. He then left.

Q. Is the statement made by Captain Campbell, in his memo. of 17th August, 1877, addressed to the Commandant, to the effect that he was imprisoned on the occasion of his interview with Lieut.-Colonel Goodlet and Major Jaques and Phillips, on 2nd August, true? A. No. Captain Wilson was in this room when Major Jaques came in. I requested Captain Wilson to leave the room, and closed the door after him; the door was never locked during the interview—Captain Campbell himself opened it when he left.

Q. On the occasion referred to had you a written reprimand to read to Captain Campbell, and did you read any portion of it? A. Yes; I had the reprimand, but did not read any portion of it.

Q. Could Captain Campbell infer from anything which took place in his interview with yourself and Major Jaques and Phillips that there was any intention to intimidate him in any way? A. Certainly not.

Q. Can you in any way account for the violence of Captain Campbell's language in his letter of 17th August, 1877, from anything that occurred at that interview? A. I am quite at a loss to account for it.

By the Court:

Q. Did you, at the time you summoned Captain Campbell, assign any reason for so doing, beyond what is in the Regimental order? A. No.

Q. At the time of receiving Captain Campbell were you, Majors Jaques and Phillips, in uniform? A. No, in plain clothes.

Q. Was Captain Campbell directed to appear in uniform, and did he so appear? A. No, he was not so directed, and he appeared in plain clothes.

Q. Is it usual in the 2nd Regiment, V.R. on occasion of anything so serious as a reprimand, for the officer giving, or the one receiving it, to appear in plain clothes? A. I cannot recollect any other case in which it has been my duty to reprimand an officer.

By Captain Campbell:

I request production of Battalion Order 6th November, 1876. (*Read by President.*)

Q. Before sending letter of 25th May, 1877, did you satisfy yourself that Captain Campbell did not comply with the Battalion Order of 6th November, 1876? A. Yes.

Q. Were you fully satisfied that the three rifles referred to in your letter of 25th May, 1877, were not inspected during 1876? A. I am satisfied they were not.

Q. Did you refer to the inspection return of No. 1 Company "D. of E. Highlanders" for the year 1876, so as to satisfy yourself as to the actual position of the three rifles? A. My staff did.

Q. Did you know that an inspection return gives a full account of all rifles issued to a Company, and that it shows which are spare arms and which are not? A. It should.

Q. Before sending the letter of the 25th May did you consult personally with the Commandant or Brigade Major on the subject. [*Question disallowed by the Court.*]

Q. Have you made yourself acquainted with the second part of clause 23 of "Volunteer Act of 1867"? A. Yes.

Q. On which section of the Act or Regulations do you rest your authority to suspend Captain Campbell? [*Question disallowed by the Court.*]

Q. Will you look at the inspection return of No. 1 Highlanders for 1876? A. Yes.

Q. Do you notice rifle O38 entered there? A. Yes; it is entered in the hands of private E. Houston.

Q. Was he present at the inspection? A. I do not know.

Q. Does not the inspection return show whether he was present or not? A. I cannot tell. [*Note by President, marked in pencil in margin of return, as having been present.*]

Q. Will Lieut.-Colonel Goodlet look at section 24 of the "Volunteer Act of 1867," and state whether he is acquainted with its provisions? A. Yes.

Q. When Captain Campbell refused to be reprimanded at the interview on the 2nd August what did you say you would do with his resignation? A. Nothing.

Q. In the course of that interview did you mention the Governor's name in connection with it? A. No.

Q. Do you know what the practice has hitherto been in reference to non-produced rifles;—have they been charged to the Companies? A. Some have, but not lately.

Q. Have you known, prior to the 25th May, 1877, any occasion on which the non-production of a rifle was treated as a military offence? A. I am not in a position to answer.

JOHN H. GOODLET,
Lieut.-Colonel, 2nd Regt., V.R.

The Court here adjourned for half an hour, and re-assembled at 8:30 p.m.

Major Jaques examined by Captain Wilson, and having taken the usual oath, deposed:—

Q. Did Colonel Goodlet request your attendance at the Battalion Office on 2nd August, 1877? A. I received an official memo. from the Battalion Adjutant requesting my attendance on that day. I attended at the office.

Q. Was Captain Campbell present at that time? A. He was present when I attended.

Q. State what occurred between Lieut.-Colonel Goodlet and Captain Campbell during that interview?

A. Not knowing the object for which I was requested to be present, I addressed Lieut.-Colonel Goodlet, stating that I understood that he wished to see me for a few minutes. He was then speaking to Captain Wilson; he replied, "Directly," and asked Captain Wilson to retire. He then took some papers out of his pocket, and addressing Captain Campbell, who was seated in a chair, asked him to stand up. Captain Campbell hesitated a little, but rose. Lieut.-Colonel Goodlet then, addressing Captain Campbell, said, "I have asked you to be present in the presence of Majors Jaques and Phillips, your senior officers, that I may reprimand you for disobedience of my orders about some rifles." Captain Campbell replied, "I don't know that I am guilty of any disobedience of orders, I have never been tried, and I refuse to receive any reprimand. I consider it most unjust that I should be called here to be reprimanded without any inquiry. I won't submit to any such treatment."

Lieut.-Colonel Goodlet then said, "Do you refuse to be reprimanded?" Captain Campbell replied, "I decidedly do; I am a Magistrate; I never heard of such conduct as a man being punished before he is found guilty. There has been no inquiry in this case, and I won't receive a reprimand from you or any one

one else until I am either found or proved guilty by a proper inquiry." Lieut.-Colonel Goodlet then said, "Then you refuse to allow me to reprimand you?" Captain Campbell replied, "I do." Lieut.-Colonel Goodlet then said, "I must ask you to leave the office." Captain Campbell said, "When it is convenient I will." Lieut.-Col. Goodlet then said, "I tell you to go at once." Captain Campbell said, "I think I have a right to be in the Battalion Office." Lieut.-Col. Goodlet said, "This is my office, and I order you to leave." Captain Campbell said, "I was told to come to the Battalion Office, and I always understood that this was it." Lieut.-Col. Goodlet then said, "This is my office, and I order you to leave at once." Captain Campbell then replied, "If it's your office, I'll leave," and moved towards the door, and opened it, and after a little hesitation went out and closed the door.

By the Court:

Q. Were you the last officer to enter the room on that occasion? A. Yes.

Q. Was Captain Wilson the first to leave the room after you entered? A. Yes; he retired when Colonel Goodlet requested him to do so, and closed the door.

Q. On entering the room did you lock the door? A. No; I think I left the door ajar.

By Captain Campbell:

Q. Do you remember Lieut.-Col. Goodlet saying anything about forwarding Captain Campbell's resignation to the Governor during the interview on 2nd August? A. Lieut.-Col. Goodlet did make some remark relative to Captain Campbell having sent in his resignation, and he (Lieut.-Col. Goodlet) having requested him to withdraw it.

Q. Do you remember when Captain Wilson left the room Lieut.-Col. Goodlet walking over to the door?

A. Lieut.-Col. Goodlet did not go near the door—he would have had to pass me to do so.

By Captain Wilson:

Q. Was there any restraint placed on Captain Campbell throughout the interview of 2nd August, as far as you know? A. None; except that he was ordered to stand up instead of remaining seated.

Q. Was he courteously treated by Lieut.-Col. Goodlet, and the other officers, during the interview? A. I think so; excepting that I thought that he was rather peremptorily ordered to leave the office. The other officers took no part in the affair.

By the Court:

Q. Did you consider the conduct of Captain Campbell during that interview to be of such a nature as to justify Lieut.-Col. Goodlet's action in peremptorily ordering him from the office? A. Not until after he was first ordered to leave the room.

THEO. J. JAQUES,

Major, 2nd Regt., V. Rifles.

12/9/77.

The Court here adjourned till Monday the 17th instant, at 7:30 p.m.

MONDAY, 17TH SEPTEMBER, 1877.

The Court met, pursuant to adjournment, at 7:30 p.m.

Present:

Major F. WELLS, President.

Major JOHN WELLS, } Members.

Captain W. COOPER, }

Orderly Sergeant called by President—None in attendance.

Captain Wilson called—Not in attendance.

Captain Campbell called, and was in attendance.

In consequence of the above *laches*, the Court adjourned at 8 p.m., till Tuesday, 18th instant, at 5:30 p.m.

At 8:10 p.m. Captain Wilson attended, and explained that circumstances over which he had not control prevented his attendance earlier, but the Court being adjourned and Captain Campbell having left it was impossible to proceed with business.

18/9/77.

F. WELLS,

Major, V.A.

TUESDAY, 18TH SEPTEMBER.

The Court re-assembled, pursuant to adjournment, at 5:30 p.m.

Present:

Major F. WELLS, President.

Major JOHN WELLS, } Members.

Captain W. COOPER, }

The minutes of the last meeting having been read,—

Quartermaster Henry E. Tidswell, of 2nd Regiment, V.R., being duly sworn, deposed:—

Question by Captain Wilson:

Q. Did you make arrangements with Captain Campbell to inspect the uninspected rifles of his Company before the termination of the year 1876, in accordance with Brigade Order No. 88, of 30th May, 1876? A. I did.

Q. What arrangement did Captain Campbell make with you? A. He appointed me to meet Lieut. Fraser at the Victoria Barracks on a Saturday afternoon in the end of November, or beginning of December.

Q. On that occasion were any of the uninspected rifles produced for your inspection? A. None.

By the Court:

Q. Was the appointment above referred to kept by both parties? A. It was.

By Captain Wilson:

Q. Did you attend at the Victoria Barracks on subsequent occasions with a view of inspecting these missing rifles? A. I did.

Q. Do you recollect on what date you found any of them? A. I found some in January, some in April, and one in May, 1877.

Q. Are these rifles that you are now referring to as having been found in the armoury, the rifles of No. 1 Co., D. of E. Highlanders? A. They are. Q.

Q. Did you make any communication to Captain Campbell on the subject of uninspected arms in the month of May, 1877? A. I did, in writing.

Q. Did you receive any answer to that communication? A. No.

Q. When Captain Campbell was suspended, how many rifles were missing? A. Three or four, as reported by me in writing.

By Captain Campbell :

Q. Have you a list of the rifles that you did inspect? A. I have.

[Captain Campbell here requested production of Battalion Order of 6th November, 1876.]

[Read by President.]

Q. Under authority of Battalion Order of 6th November, 1876, did you prior to 24 May, 1877, inspect the following rifles belonging to No. 1 Co., D. of E. Highlanders :—No. O7, O8, O13, O17, O26, O33, O39, O65, O66, O69, O35, O42, O46, O56, O16? [Disallowed by the Court as irrelevant.]

By the Court :

Q. Were the rifles O38, O41, and O50 produced for your inspection prior to June 6th, 1877? A. No.

Q. Can you give the dates on which they were produced for inspection? A. I can—O38 and O41 on 15 June, 1877; O50 a few days subsequently—I should say within a week.

Q. By whom were these rifles produced for your inspection, and where? A. They were produced at the Battalion Office by Lieut. A. Fraser.

HENRY E. TIDSWELL, Quartermaster, 2nd Regiment, Volunteer Rifles.

Lieut. Alexander Fraser, of No. 1 Co., D. of E. Highlanders, having been duly sworn, deposed :—

By Captain Wilson :

Q. When you took command of No. 1 Co. Highlanders in June last what rifles were missing? A. Nos. O38, O41, and O50 had not been inspected.

Q. On what dates did you produce these rifles for inspection? A. Two, O38 and O41, were produced about 14th June, the other about a month afterwards.

Q. Did you discover, when producing these rifles, that one of the missing rifles, viz., O50, was in possession of a man attached to the Hawkesbury Company? A. I had known that before.

By Captain Campbell :

Q. Have you the first letter addressed to you by the Adjutant, on the subject of the three rifles, after your assuming command of No. 1 Co., D. of E. Highlanders? A. I have, and produce it.

Q. Do you know whether either of the three rifles mentioned above was inspected during the year 1876, and if so which? A. I saw the holder of rifle O38 present at inspection during 1876.

Q. Do you know in whose use No. O41 was during 1876? A. It was in use of private Yeates.

Q. Was it by your order that rifle O38 was produced here for inspection? A. No.

Q. Was it to satisfy the inspection of 1876, or that of 1877, that rifle No. O50 was produced at the Battalion Office during July last? A. That of 1876.

Q. Did you give any explanation to the Adjutant relative to No. O50 when submitting O41 for inspection? A. I said that I would write to private Bell of Windsor, requesting him to return his rifle at once, and also to the officer commanding the Hawkesbury Corps to request him to supply private Bell with other arms and accoutrements, in accordance with Brigade Order No. 66, of April 25th, 1876.

Q. Do you remember meeting Lieut. Tidswell at the Victoria Barracks in reference to the spare arms? A. I do.

Q. Can you state to the Court what you know of having been done by Captain Campbell in order to comply with the Battalion order of 6th November, 1876? A. I know that Captain Campbell engaged the Quartermaster-sergeant of the Company, and paid him for two days and a half to collect the missing arms.

Q. Do you know whether the Quartermaster-sergeant reported that he had collected them to the armoury at the Victoria Barracks? A. I was led by himself to believe so, and I paid him for doing so.

By the Court :

Q. On assuming command of No. 1 Highlanders what steps did you take to recover the missing arms? A. I first proceeded to the Victoria Barracks to inspect return of arms for 1875; I then went to Brigade Office to see inspection returns for 1875 and 1876, to find in whose possession O38 was in 1875 and in 1876; I then found that it was in Private Houston's possession, and during both years had been produced at inspection; I sent a man up to the Hawkesbury to obtain No. O50, in possession of Private Bell, but it reached the Battalion Office on the morning when the man left; I sent the Company Quartermaster-sergeant for O41, which was in possession of Private Yeates, and he brought it in.

ALEXR. FRASER,

Lieut., No. 1 Co., D.E. Highlanders.

The Court here adjourned till Friday, 21st September, at 7.30.

FRIDAY, 21ST SEPTEMBER, 1877.

The Court met pursuant to adjournment.

Present :—The President and the same members as on 18th instant.

Private Eugene Houston being called and duly sworn :—

By Captain Campbell :

Q. Are you a member of No. 1 Co., D. of E. Highlanders? A. I am.

Q. Were you present at the inspection of 1876, and what was the number of the rifle which you had with you? A. I was present at the inspection, and the number of the rifle was O38.

By the Court :

Q. Was that the rifle issued to you on your joining the Corps? A. It was; I joined in May, 1873.

E. M. HOUSTON,

Private, No. 1 Highlanders.

Private

Private John Bell having been called and duly sworn :—

By Captain Campbell :

- Q. Are you a member of No. 1 Co., D. of E. Highlanders? *A.* I am.
 Q. Did you attend inspection in 1876, and what was the number of the rifle which you had with you?
A. I did attend the inspection, and the number of the rifle was O50.

By Captain Wilson :

- Q. Where were you inspected? *A.* In Windsor.
 Q. Is that rifle in your possession now? *A.* No.
 Q. Who removed that rifle from your possession? *A.* I sent it down from Windsor to the Garrison Office, No. 1 Highlanders.
 Q. By whose order did you send it? *A.* I cannot remember.
 Q. At what date did you get the order to send the rifle down? *A.* I cannot remember; it was in 1877.
 Q. Have you been absent from Windsor during the latter part of June and the early part of July? *A.* I cannot remember; I might have been.
 Q. Did you send the rifle down when you got the order to do so? *A.* I did.

By Captain Campbell :

- Q. Although attached to the Hawkesbury Company did you not sometimes parade with No. 1 Highlanders? *A.* I did.
 Q. Who inspected you in 1876? *A.* Colonel Richardson.
 Q. Did he object to pass the rifle on account of its being held against orders? *A.* I never heard so.

By the Court :

- Q. When were you attached to the Hawkesbury Company? *A.* In 1875.
 Q. Did you retain the arms you originally received for the No. 1 Highlanders until demanded in 1877?
A. I did.

JOHN BELL,
 Private, No. 1 Highlanders.

Colonel John Soame Richardson, Commander of Forces, having been duly sworn :—

By Captain Campbell :

- Q. Did Lieut.-Col. Goodlet prior to 25 May, 1877, see you in reference to an alleged non-production of three rifles by Captain Campbell?

Question disallowed as irrelevant.

No further question being asked, Colonel Richardson retired.

By Captain Campbell :

Quartermaster-sergeant William Dorman called, but was not present.

There being no other witness desired except the above, the Court adjourned till Tuesday, 25th instant, at 7-30 p.m., the President intimating his intention to communicate with the Battalion Office to secure the attendance of the above witness.

TUESDAY, 25TH SEPTEMBER, 1877.

The Court having re-assembled, pursuant to adjournment, from 21st instant.

Present:—The President, and the same members as on the previous occasion.

Quartermaster-Sergeant William Dorman being called and duly sworn :—

By Captain Campbell :

- Q. Have you a letter from the Quartermaster of the Suburban Battalion, dated 12th May, 1877? *A.* I have, and produce it. (*Letter read to Court—Exhibit A.*)

Q. Was that letter placed in your hands with instructions to get the rifles mentioned in as quickly as possible? *A.* Yes.

Q. At that time you were just appointed to the office of Q.M.-sergeant? *A.* I was.

Q. Were you asked to see whether the rifles referred to were spare arms for 1876, or whether they had been inspected in that year? *A.* No.

Q. What did you do in reference to No. O38? *A.* I first endeavoured to ascertain to whom O38 had been issued, and found that it had been issued to Private John Blow. Being aware that John Blow had been dead for some time previous, I went and spoke to Captain Campbell to see if he could give me any information as to where I could find his widow. Captain Campbell came with me at the time to Mr. Elliott, who informed me that she lived at Forest Lodge. After going three times I found her; she seemed very much confused; and the result of my visit amounted to nothing.

Q. Did Mrs. Blow inform you whether the rifle had been returned to the barracks? *A.* She could not say, but thought so.

Q. Did she refer you to anyone who could give you information on the subject? *A.* Yes, to Mr. Elliott.

Q. While endeavouring to trace the rifle in this way did you frequently see Captain Campbell at his office on the subject? *A.* Yes.

Q. Did Captain Campbell appear anxious on the subject? *A.* Yes, very much so.

Q. Was it afterwards found that No. O38 had been reissued after Private Blow's death to Private Houston? *A.* Yes.

Q. Did you get rifle No. O38 from Private Houston, and bring it to the Battalion Office? *A.* Yes.

Q. In doing so were you carrying out the instructions of Capt. Campbell, or Lieut. Fraser? *A.* Of Captain Campbell.

Q. After you had brought No. O38 to the Battalion Office did Lieut. Fraser say that you ought not to have brought that rifle in at all? *A.* Yes.

Q. What did you do about No. O41? *A.* O41 had been issued to Private Yeates. I called on him immediately on receiving Captain Campbell's letter (*Exhibit A*), and he promised to bring it to his office next morning. He did not do so, and I called several times on him without effect, and had eventually to go to his residence for it.

Q.

Q. Before he delivered it did he ask permission to retain it for any special purpose? A. Yes; he wished to attend the Queen's Birthday parade, and I left it with him till after that parade.

Q. Did you afterwards bring it to the Battalion Office with No. O38? A. Yes.

Q. Was that in consequence of the instructions of Captain Campbell, or of Lieut. Fraser? A. Of Captain Campbell.

Q. What did you do with regard to rifle No. O50? A. It had been issued to Private John Bell, at that time attached to the Hawkesbury Corps. I informed Captain Campbell, who had the rifle. He replied he would write, and see after it himself.

By Captain Wilson :

Q. When did you first receive instructions from Captain Campbell to produce these three rifles? A. Within two days of the date of letter (*Exhibit A.*)

Q. When and by whom were you informed that O38 had been re-issued after Private Blow's death? A. I cannot tell the date, but I was informed by Lieut. Fraser, and produced the rifle within two days afterwards.

Q. Was Lieut. Fraser in command of the Company at the time? A. I do not know.

Q. Was Captain Campbell aware of your allowing Yeates to retain his rifle for the Queen's Birthday Review? A. Not till the Company had assembled on Queen's Birthday.

Q. Did Captain Campbell express to you disapproval of your allowing a man to retain his rifle after being instructed to obtain and return it to the Battalion Office? A. He neither expressed approval or disapproval.

Q. Did you return the rifle at the same time as O38? A. Yes.

By the Court :

Q. At what time did you recover O 50, and by whose orders? A. I did not recover it.

Q. When were you appointed Quartermaster-sergeant? A. I cannot remember.

Q. Who gave Private Yeates permission to retain his rifle for the Queen's Birthday parade? A. No one that I am aware of.

WILLIAM DORMAN,
Q.M.-S., No. 1 Highlanders.

Color-sergeant Robert Riddell, being duly sworn :—

By Captain Campbell :

Q. Do you remember having, in the latter end of 1876, arranged with Captain Campbell to leave your work for the purpose of getting in some rifles belonging to No. 1 Highlanders? A. Yes.

Q. Did you report to Captain Campbell that the rifles had been collected by you to the armoury, Victoria Barracks? A. Yes.

Q. Were you paid for the time lost from your work in getting in the rifles? A. Yes.

Q. Have you a correct list of the spare arms of No. 1 Highlanders for 1876, and do you produce it? A. I have. (*Appendix B.*)

Q. Can you say if each rifle in this list was deposited in the armoury, Victoria Barracks, before the end of January, 1877? A. I believe so.

By the Court :

Q. From whom did you obtain that list, Exhibit B? A. I obtained it from Captain Campbell.

Q. When? A. To-night.

Q. What grounds have you for believing that these rifles enumerated in this list (*Exhibit B*) were deposited in the armoury before the end of January, 1877? A. I took some in myself, and was informed by other members that they had taken their arms in.

ROBERT RIDDELL,
C.-Sergt. No. 1 Co., D.E. Highlanders.

Captain Wilson, being sworn :—

By Captain Campbell :

Q. You are Adjutant of the Suburban Battalion? A. Yes, Adjutant of the 2nd Regiment.

Q. Were you at one time a Subaltern in No. 1 Highlanders? A. Yes.

Q. Did you at Darlinghurst, on occasion of the last Queen's Birthday parade, speak to Captain Campbell about certain rifles alleged to be missing? A. I don't remember.

Q. Referring to the alleged missing rifles, and addressing Captain Campbell, did you use the words "will shop you?" A. I do not recollect having used those words, or any others of a similar nature.

A. On the day after the Queen's Birthday referred to above, was the letter, dated 25th May, sent to Captain Campbell? A. A circular memo. was sent to Officers commanding four Companies, Captain Campbell's being one of them.

Q. Is this a copy of Battalion Order referred to in Lieutenant Fraser's evidence? A. Yes.

JAMES WILSON,
Capt., Adj.

Exhibit C.

Captain Campbell having been asked by the President to plead on the several charges, pleaded as regards—

- No. 1.—I did not fail to obey that order.
- 2.—I did not fail to obey that order.
- 3.—I admit that I made a statement, and will produce evidence to show that it was based on reports given to me.
- 4.—Justification.
- 5.—Justification.
- 6.—Justification.
- 7.—Justification.
- 8.—Justification.
- 9.—Not guilty.
- 10.—Justification.
- 11.—Not guilty.

Brigade Order of date 12/9/77, with enclosures, was read by the President.

Before going into the several charges I desire to submit that the officer commanding the Suburban Battalion was entirely wrong in suspending me from military duty. That the "Volunteer Act of 1867" gave him no power whatever to suspend, except on an occasion similar to any one of those specified in section 28, part 2. It will be quite a mistake to confound a Volunteer service with ordinary Military service; the two things are as distinct as possible. If the officer commanding the Suburban Battalion was wrong in suspending me, then I ought not to be held responsible for what followed. I desire earnestly to impress upon the Court the absolute necessity of abiding by the Act of Parliament regulating the Volunteer Force. There can be no other guide; the Judges of the Supreme Court, high though their office undoubtedly is, can only act according to law, and it is only for disobeying lawful orders that a Volunteer officer can be punished, as distinctly stated in the section above referred to. I submit further, that even if it were lawful to suspend me, the officer commanding the Suburban Battalion was wrong in forwarding to me the initiating letter dated 25th May, 1877, containing a threat; it makes what might be lawful (admitting for the time that he had the power to suspend me, which however he had not) unlawful. There is little difference between the letter in question and such an order as this:—"Left wheel into line; if you do not I will throw a stone at your head." An officer ought to give his order pure and simple, without any threat attached, and if the order is not obeyed then, if he has the power, let him suspend, but threatening is unlawful at all times. The "Volunteer Act of 1867" gives a field officer very little power over Volunteers. The Captain of a Company is the acknowledged power by that Act; he is the gatherer together of the Force. It is he alone who accepts the services of Volunteers, and he alone can dismiss any member of his Company. By the Act and Regulations if a Captain of a Company of Rifles brings all members on seven different occasions in uniform in one year, under command of a duly appointed field officer, he complies with the law for that year, and all he has to do with the field officer is on these seven different occasions to obey all lawful orders; of course when called out for actual military service things are entirely different. It is stated in one of the papers connected with this inquiry that it would be a "farce" to issue orders if they could not be enforced, but the fact is that many orders are issued and not obeyed and cannot be enforced under the present Volunteer Act. The Act however is not inoperative on that account, because by its own provisions failure to obey brings results. For example, every month orders are issued to attend parades; it rests with the Volunteer whether he obeys or not, but then if he does not obey seven out of the twelve orders issued he ceases to be an efficient Volunteer. That is the result that the law provides. The Volunteer cannot be punished as for a military offence for disobedience when not in uniform, but he loses that which obedience would give. Many persons in the Volunteer Force while willing to serve with the truest fidelity, and to give perfect obedience while in uniform will not submit to be interfered with out of uniform, the fact being that when both are out of uniform the subordinate as a Volunteer becomes in some instances the superior as a civilian. It would therefore be not only unmixed tyranny, but also the cause of at once ousting from the Force such members if authority over them were allowed out of uniform. The Act and Regulations are clearly in unison with these views, for a Volunteer is not required to salute even a superior officer when out of uniform. Having said this much by way of introduction I now come to the charges, no fewer than eleven in number:

Charge 1.

There can be no doubt that this charge is completely answered by the evidence of the accuser's own witnesses. I desire however to ask the Court to confine itself to the one document in connection with this charge. Failing to obey Battalion Order of 6th November, 1876, is the charge against me; there is no complaint about any other order in this charge. The Court will notice that this order of 6th November, 1876, is for the production of *spare* arms; to settle which are spare arms and which are not it will be necessary for you to refer to the inspection return of No. 1 Highlanders for the year 1876, produced by the *Brigade Office*; you will there find that the following is a complete list of the spare arms for that year:—O7, O8, O13, O17, O26, O33, O39, O65, O66, O69, O35, O42, O46, O56, O16. You have no evidence that any one of these was not submitted for inspection, and if you had allowed the question put by me to the Quartermaster you would have had evidence that all of them were inspected. It does not however matter much, for there cannot be a doubt but that each rifle mentioned in the above complete list, taken from the records of the Brigade Office of spare arms belonging to No. 1 Highlanders in 1876, was duly inspected in accordance with Battalion Order of 6th November, 1876.

Charge 2.

This is completely answered by the evidence of the accuser's own witness, Lieut. Fraser.

Charge 3.

The plea to this is fully proved by the evidence. Before however passing to the other charges, I may here remark in reference to the three rifles mentioned in the letter of the 25th May, 1877, that even admitting for the time that they were spare arms in accordance with Battalion Order of 6th November, 1876, the evidence is that, instead of contumaciously endeavouring to not produce them, I tried all I could to produce them; made no question as to whether they were spare arms or otherwise; whether inspected or not inspected. Instead of taking any points I was only too ready to do more than necessary. But the Court I am sure is satisfied beyond doubt that not only were the three rifles not *spare* arms but also that the statement that "none of the three rifles were submitted for inspection during 1876," is not true. It is beyond question proved that two at least were inspected in 1876, and the remaining one was not a spare arm, but in the use and possession of Private Yeates. But in connection with their production took no such points. Anyone who knows me knows that I would not do so—that, instead of keenly cutting to the letter of the law, I took a large and generous view of matters, doing all I could to make things agreeable and pleasant. Although residing some 6 miles from Sydney, instead of attending the regulation seven drills and seven parades, I usually attended more than sixty parades and drills in a year, and being connected with the Force has been no pecuniary advantage to me; on the contrary a loss. I was Captain of the Company from its first formation more than nine years ago, and in connection therewith had to expend far more than the land order realized. Not only had I to pay for pipes and pipers, but even the bugles for the buglers were paid for by me personally, and the cost never refunded by the Government.

Charge 4.

The letter of the 30th May speaks for itself. There cannot, surely, be anything insubordinate in stating the truth, without taking into consideration the fact that the letter to which it was a reply was very insulting to me; and moreover was unlawful, because containing a threat.

Charge

Charge 5.

The remarks made in reference to the preceding charge will be a complete answer to this; besides, it seems peculiar that the accuser could not rest satisfied with the *ten* other charges, seeing that the letter containing the matter complained of in this charge had been *withdrawn at his own request*.

Charge 6.

To this charge you have accepted my plea of justification. It therefore becomes necessary for me to state what was done by the accuser, because if what he done was wrong—contrary to the rights of Englishmen—contrary to law—contrary to natural justice—then I must be free. I presume you have a copy of the note addressed to me, to which the letter complained of refers? There is not a word in it about a trial or a sentence. It might easily be mistaken for an invitation to luncheon. Like many a person brought to the Star Chamber Court of ancient times, mentioned in it, I went to the office quite unconscious of any intended attack upon me. Taking Major Jaques' evidence, which gives a faint, but only faint, idea of what took place, you can easily imagine the outrage I had to endure. It was not for me to divine but that the three persons present had conspired to injure me—to deeply wound my feelings. When I was in the apartment for a very short time the door was closed, and as I firmly believed, before hearing Major Jaques' evidence, locked. I was immediately surrounded by the three parties—one on the right, one on the left, one in front, and the wall behind. There are more kinds of imprisonment than one. To be "thrust into the inner prison" is one kind, but a much milder interference with one's liberty is offensive enough to some minds, although the reason for such sensitiveness may not be perceptible to some other and differently constituted persons. I submit, that the actions of my accuser was an invasion of the rights of Englishmen, because since the long Parliament referred to no one dare condemn and sentence a subject of the British Crown without a fair trial. It is the most undoubted right of every subject of Queen Victoria that he have a fair, open trial, and an opportunity to meet his accuser face to face. I submit that the actions of my accuser is a breach of the law governing the Volunteer Force in this colony. The Legislature, as if divining that some rude, uncultivated, overbearing persons might obtain positions in the Force, wisely enacted that the honour and liberties of its officers should be conserved in the hands of the Governor of the colony. It is a clear breach of the "Volunteer Act of 1867," for any one to institute an inquiry into the conduct of an officer, or to pass sentence on him for any offence without the sanction and approval of the Governor. I need not say anything to prove that my accuser acted contrary to natural justice—any one can see at a glance that he did. All that I have said in reference to this 6th charge could be held, even if I were guilty of the offence charged. But what can be said of his conduct to me, being, as I was, innocent? Is it in mortal man to bear such treatment, being innocent? Would an Angel from Heaven submit to it—being innocent? He was condemning and punishing me without trial for not producing rifle O38 for inspection in 1876;—what is the evidence?

He was condemning and punishing me for not producing rifle O50 for inspection, 1876;—what is the evidence?

Is it not quite clear that, regardless of all consequences, and in defiance of law and right, and justice, he recklessly determined to degrade and punish me—being innocent—at any cost.

Charge 7.

In reply to this I say that Lieut.-Colonel Goodlet, at the interview of the 2nd August, referred to in the preceding paragraph, stated distinctly, "Then I will forward your resignation to the Governor." It was this remark that caused me to send the document complained of. My accuser, indeed, denies having said so; but he also stated on oath that none of the three rifles mentioned were inspected during 1876.

Charge 8.

This is answered by the answer to charge 7.

Charge 9.

I refer you to Major Jaques' evidence.

Charge 10.

This charge is answered by the remarks made in answer to charge 6. My opinion was that I was imprisoned. The parties who took part in the proceedings of which I complained, who surrounded me, say I was not.

Charge 11 is merely a repetition of the other charges.

Having now answered all the charges, permit me, in conclusion, to draw your attention to the fact that this is the first time on which a failure to produce rifles has been held to be a military offence. Ever since the formation of the Force the invariable practice has been to charge the value of each rifle in accordance with section 33 of the Act, to the Captain of a Company. On all former occasions orders were issued for the production of rifles, and if the order was not obeyed the rifles were charged to the Captain. Admitting for the time that the accuser was right in everything—that every step he took was according to law (which, however, beyond question was not the case), ought not the Military authorities to have issued a plain statement, setting forth the change in practice, and also their views in reference to possessing larger powers of discipline than the section clearly gives, so that Volunteer officers might know the limit of their obligations, and have an opportunity of relinquishing their connection with the service should they find that they were required to give far more than they conceived they had bargained for?

JOHN CAMPBELL,
Captain, 25th Sept., 1877.

Finding of the Court of Inquiry.

Charge No. 1.—With reference to this charge, the Court find that Lieut.-Colonel Goodlet did issue an order for the production of spare arms on November 6th, 1876, and the Court, from evidence adduced and the inspection returns, find that the order was complied with by Captain Campbell.

No. 2.—The Court are of opinion that as far as regards the first clause of the charge, Captain Campbell did in effect fail to give the assistance he should have given to Lieut.-Colonel Goodlet and his staff to carry out the Brigade Order No. 88, paragraph 2, of 30 May, 1876, inasmuch as although it is shown in evidence that

that rifles O38 and O56 were inspected on the 3rd June, 1876, prior to the Regimental Order of 22nd February, 1877, and rifle O50 had been inspected by Colonel Richardson at Windsor on 14 December, 1876. There is no evidence to show that Captain Campbell had given any explanation, or reply to signify these facts to the Quartermaster of the Regiment, or Lieut.-Colonel Goodlet, as he assuredly should have done, particularly in the case of rifle O50, which was held in contravention of Brigade Order No. 66 of 25/4/76 by Private J. Bell, attached to the Hawkesbury Corps.

No vigorous effort to recover O50 appears to have been made until June, 1877, or explanation given until Lieut. Fraser, when submitting O38 and O41 for inspection, informed the Adjutant in whose possession it was, and promised to write for it. As to O41, no evidence has been produced to show that it was inspected during 1876 or in 1877, until its production at the Regimental Office to Quartermaster Tidswell on 15th June, 1877, more than six months after the time laid down as a limit for its production, and more than twelve months after the inspection parade of the Corps.

Although these rifles were ultimately produced, in accordance with orders issued and measures taken by Captain Campbell, the Court cannot acquit that officer of negligence with regard to the assistance he should have rendered to Lieut.-Colonel Goodlet and his staff, to enable them to comply with Brigade Order No. 88 of 30/5/76; but consider that Captain Campbell, as already found, had complied with the Regimental Order of 6th November, 1876, which refers to spare arms only.

No. 3. The Court find that Captain Campbell did write a mis-statement in his minute of 28/2/77, but are of opinion from the evidence of Lieut. Fraser and Color-Sergeant Riddell, that Captain Campbell believed it at the time to be true. As far as the statement refers to spare arms it was true.

No. 4.—The Court find the charge proven.

No. 5.—The Court find the charge proven.

No. 6.—The Court find the charge proven.

No. 7.—The Court find the charge proven.

No. 8.—The Court find the charge proven.

No. 9.—With regard to this charge the Court find themselves in some doubt, and therefore review the premises for consideration of His Excellency the Commander-in-chief.

It appears to the Court that in the wording of the Act of 1867, regulating the Volunteer Force, a marked distinction is intended between a Volunteer and an Officer, the former in the preamble and interpretation clause being clearly defined as a Non-commissioned officer or Private; the latter, as set forth in clauses 9, 10, and 11, holding a commission which, in the absence of definite terms, is presumably on the same footing and under the same Regulations as Her Majesty's regular Forces within this Colony.

It therefore follows that the Rules and Regulations governing Commissioned Officers of Her Majesty's army should prevail in the Forces of the Colony. The tenor of Captain Campbell's correspondence, opinions, and conduct, as developed in the case, is generally at variance with the view taken by the Court. Captain Campbell appears in certain cases to consider himself a Volunteer and nothing more, and as such relieved from all military responsibility on quitting parade. This view is however quite incompatible with the position he assumes under his interpretation of the Act in his defence, whereby he claims sole supervision of his charge in the finance, arms, clothing, &c., of the Corps under his command.

This indecisive opinion as to his status and accountability out of uniform may have induced his disrespectful conduct at the interview at the Regimental Office on the 2nd August, 1877, where he was summoned to appear without being warned to come in uniform, or intimation given of the purport,—Lieut.-Colonel Goodlet and Majors Jaques and Phillips being also in plain clothes.

The Court cannot but regard this procedure on the part of Lieut.-Colonel Goodlet as being informal, and leave it for the consideration of His Excellency the Commander-in-Chief whether, under the circumstances, the conduct of Captain Campbell was insubordinate or not.

No. 10.—The Court consider that the statement made by Captain Campbell in his memo. of 17th August, that he was imprisoned during the interview of 2nd August, was not true, but regard it, taken with the context and evidence, rather as a nonsensical exaggeration of the facts than a wilful attempt to mislead. The Court find further on this count that there is no justification for the statements made in the above memo., and that the memo. in question is of an insolent and insubordinate character.

No. 11.—The Court are of opinion that Captain Campbell's conduct as regards the non-production of arms has been neglectful, and as regards his subsequent action and correspondence that it has been insubordinate, and subversive of military discipline.

As to the plea of justification set up by Captain Campbell with reference to charges Nos. 4, 5, 6, 7, and 10, the Court are of opinion that it was in no instance supported. The documents speak for themselves. The only line of defence, as far as indicated to the Court, to validate the plea, being an attempt on the part of Captain Campbell to make counter charges against his Commanding Officer, or to put questions apart from the matter at issue, tending to bring the authority and power of his Commanding Officer into disrepute. This question however being beyond the province of the Court to entertain, evidence in support of such line of defence was disallowed.

In despite of the caution it is prominent in the written defence handed in by the accused, and manifests clearly the utter want of knowledge on Captain Campbell's part of his duty as an Officer commanding a Corps in an administrative Regiment, and the respect in which he is bound to hold the Field Officer Commanding it. He nevertheless must have been acquainted with the contents of the Brigade Order of 4th August, 1868, and 13th November, 1868, instructing him on the points as they have been produced in evidence at his request.

FREDERICK WELLS, Major, V.A., President.
JOHN WELLS, Major, 1st Rgt., V.R., } Members.
WILLIAM COOPER, Capt., V.A., }

Sydney, 5th Oct., 1877.

The Court will re-assemble for the purpose of reconsidering their finding as regards pars. 1 and 2 of instructions, and, if necessary, taking further evidence in reference to the matter therein set forth for inquiry.

The attention of the Court is drawn to the inspection return of No. 1 Highlanders, dated 3rd of June, 1876, and exhibit of Captain Campbell, marked B, and attached to the proceedings, which both show rifle O56 as a spare arm. The Quartermaster's report of the 9th February, 1877, and the Adjutant's letter of the 22nd February, 1877, both show this rifle as not having been inspected and consequently required to be produced, indeed this rifle was not apparently inspected until sometime in May, 1877, as indicated by Quartermaster's report, dated 22nd of that month.

In addition, the Court will be good enough to recast pars. 4, 5, 6, 7, and 8 of their "Finding," so as to reply to the various matters contained in corresponding pars. of instructions to the Court.

JOHN S. RICHARDSON,
Col., Comdt.

Sydney, Oct. 26, /77.

Adjourned meeting of Court of Inquiry, at the Volunteer Artillery Brigade Office, on Thursday, 15th Nov., 1877.

In accordance with indication, and directions issued by the Commandant, the Court reconsidered their opinion of paragraph No. 1, and find that in consequence of a misinterpretation of notes or marks in inspection return of 3rd June, 1876, they have been in error in giving full acquittal to Captain Campbell on that count, as it appears that the tally marks on the return of arms inspected on that date did not refer to the spare arms, which were not inspected until a subsequent date; and, consequently, from the tenor of Quartermaster Tidswell's reports of 9th Feb. and 22nd May, rifle No. O56 had not been inspected until some time between those dates.

In his memo. of 12th May to Captain Campbell he enumerates only three rifles as being required for inspection, of which O56 is not one.

Under these circumstances it is evident that the order of 6th Nov., 1876, has not been literally complied with.

The same opinion of the Court will apply to the concluding clause of par. No. 2 of instructions.

With regard to the following paragraphs of instructions, the Court, in accordance with Brigade Office instructions, have the honor to re-cast their finding as follows:—

No. 4. The Court find that Captain Campbell did, on or about the 30th May, 1877, address a memo. of an insubordinate and improper character to his Commanding Officer, Lieut.-Col. Goodlet.

No. 5. The Court find that Captain Campbell did, on or about the 12th June, 1877, address a memo. to his Commanding Officer, Lieut.-Col. Goodlet, which was improper, and insubordinate in tone and language, and subversive of military discipline.

No. 6. The Court find that Captain Campbell did, on or about the 4th Aug., 1877, address a letter direct to Colonel Richardson, the Commandant, in contravention of the Regulations on the subject of correspondence, and that such letter was improper in tone, and couched in terms subversive of military discipline.

No. 7. The Court find that Captain Campbell did address a memo. to Lieut.-Col. Goodlet, on or about the 6th August, 1877, which was improper in tone, and subversive of military discipline, and that such memo. did contain an imputation of an intention to make an improper use of what he (Captain Campbell) had written on the subject of his resignation.

No. 8. The Court find that Captain Campbell did address a letter to the Clerk of the Executive Council, making imputations of an intention on the part of the military authorities to make an improper use of what he (Captain Campbell) had written on the subject of his resignation.

FREDERICK WELLS, Major, V.A.B., President.
JOHN WELLS, Major, 1st. Regt. V.R., } Members.
WILLIAM COOPER, Capt., V.A., }

15/11/77.

The Court do not appear to have yet cleared up the matter of rifle O56, and on which their finding, as regards paragraph 3 of instructions, must depend. The particular point to be inquired into is, whether spare rifle O56 had been returned to the armoury on or before the 23th February, 1877, as stated by Captain Campbell in his memo. of that date?

The Court will re-assemble, and, if necessary, take further evidence, and reconsider their finding as regards paragraph 3 of instructions.

JOHN S. RICHARDSON,
Col., Commandant.

Sydney, Nov. 24/77.

PROCEEDINGS of adjourned Court of Inquiry, held at the office of 2nd Regiment, on 28th November, 1877.

PRESENT:—

Major F. WELLS, President.
Major JOHN WELLS, } Members.
Capt. W. COOPER, }

Captain Cooper in plain clothes, not having had sufficient notice to procure uniform.

Quartermaster Tidswell re-called:—

By the Court:

Q. Will you inform the Court of the date on which rifle O56 was submitted for your inspection? A. On the 27th April, 1877, we found it at the armoury, Victoria Barracks.

Q. Between 28th February, 1877, and the 27th April, did you visit the armoury at the Victoria Barracks?

A. I can't say that I did.

Q. Will you produce the arms ledger of the Company No. 1 Highlanders? A. Yes, I produce it; rifle O56 marked off as a spare arm in armoury-book on 21st February, 1877, as also in Company's arms ledger on same date.

By Captain Campbell:

Q. Will Lieutenant Tidswell say how long rifle O56 may have been in the armoury prior to 27th April?

A. My returns to the end of January show rifle O56 not at armoury up to that date.

Q. Was it possible for rifle O56 to have been in the armoury without your knowledge? A. I cannot say.

By Captain Wilson:

Q. Do you not depend for information on occasions of your visits of inspection of arms on the Sergeant in charge of the armoury? A. I must necessarily do so to a certain extent.

By the Court:

Q. Do you conclude that rifle O56 was in the armoury on 21st February, 1877, although not inspected, judging by the entry in the arms ledger you produce? A. I presume it was.

Q.

Q. Can you say of your own knowledge whether the date of entry in the armoury-book, and that in the arms ledger, with respect to this rifle, are identical, *i.e.*, 21st February? A. They must be identical as the arms ledger was copied from the armoury-book.

Exhibit D.

Letter from Quartermaster-sergeant Cremen of this date, reporting the entry in armoury-book of rifle O56, on 21st February, 1877, as a spare arm.

November 28th, 1877.

HENRY E. TIDSWELL,
Quartermaster, 2nd Regt., V. Rifles.

The Court having re-assembled on the 4th December, /77, by direction of the President proceeded to examine.

Staff-sergeant Brady, and he being duly sworn, deposed :—

By the Court :

Q. Do you produce the arms receipt book (butts) showing return to the store of spare arms of No. 1 Highlanders? A. Yes.

A. J. BRADY,
Staff Sergeant.

NOTE.—In this receipt, No. 140, the rifle O56 was received into store on 21st February, 1877, by Staff-sergeant G. B. Pearson from Private Prosser of No. 1 Highlanders. Copy of butt below :—

“ No. 140.—Receipt for small arms from Private Prosser, No. 1 Highlanders—rifle : Henry, O56.
G.E.P., 21/2/77.”

A true copy.—F. WELLS, Major, V.A., President of the Court.

In accordance with the Commandant's memo. of 24th November, 1877, the Court having reassembled on the 28th November and 4th December, and taking the appended additional evidence of Quartermaster Tidswell, and the evidence of Staff-sergeant Brady, who produced the arms receipt book from the armoury at the Victoria Barracks, see no reason to alter their finding on paragraph No. 3 of instructions, as it is clear that rifle O56 was lodged in the armoury on 21st February, /77.

FREDERICK WELLS, Major, V.A., President.
JOHN WELLS, Major, 1st Regt., V.R.
WILLIAM COOPER, Captain, V.A. Brigade, } Members.

12th December, /77.

True copy.—W. B. B. CHRISTIE, Major of Brigade.

The Commandant to The Colonial Secretary.

Dear Mr. Fitzpatrick,

Brigade Office, Sydney, 17 January, 1878.

His Excellency the Governor having directed me to acquaint Captain Campbell with the opinion of the Court of Inquiry, &c., &c., in connection with his case, I have to apply to you for the return of the papers.

I have, &c.,
JOHN S. RICHARDSON.

Let Col. Richardson have the papers, 17/1. Papers herewith. The Commandant, B.C., 17/1/78.—H.H.

The Commandant to His Excellency the Governor.

Sir,

Brigade Office, Sydney, 22 January, 1878.

I have the honor to return herewith the proceedings of the Court of Inquiry in the case of Captain Campbell, No. 1 Highlanders, with other papers in connection therewith, forwarded to me by your blank cover minute of the 17th instant, and to append for your information a complete list of the documents.

I have, &c.,
JOHN S. RICHARDSON,
Colonel, Commandant.

Submitted, 23/1/78.

True copy.—W. B. B. CHRISTIE, Major of Brigade.

Memo. His Excellency the Governor to The Colonial Secretary.

CAPTAIN Campbell's resignation of his Commission in the Volunteer Force having been tendered by him and accepted by me, the papers which I recently minuted for Executive Council need not be now submitted, but may be returned to the Commandant with this memo. attached. H.R., 23/1/78.

Return all papers to Colonel Richardson, the Commandant, B.C., 24/1.—M.A.
True copy.—W. B. B. CHRISTIE, Major of Brigade.

The Commandant to His Excellency the Governor.

Your Excellency,

Brigade Office, Sydney, 22 January, 1878.

I have the honor to submit the enclosed communications, received yesterday, addressed to the Major of Brigade, from Captain Campbell of No. 1 Highlanders, being the sequel to certain correspondence in the shape of letters addressed to me direct by that officer since the proceedings in the Court of Inquiry were referred to your Excellency.

The subject of these letters, and the replies thereto, are contained in the appended extracts from the register book of this office. The originals, having been returned to Captain Campbell, through the Officer commanding his Regiment, are not at my disposal.

My

17 & 18 Jan.,
1878.

s.

My principal reasons for thinking it desirable to draw your Excellency's attention to this correspondence is the fact that Captain Campbell makes a grievance of his being required, in accordance with paragraph 115, page 38, Volunteer Regulations, to send correspondence intended for my perusal through his commanding officer, Lieutenant-Colonel Goodlet, and takes exception to my action in the matter. The regulation in question requires that this course should be followed, and there can be no injustice caused thereby; besides which it is only in accordance with the customs of military service, which require that even when the person to whom objection is taken (as Lieutenant-Colonel Goodlet in this case) forms a link in the chain of approach to higher authority, such person should equally be resorted to as the channel of communication.

Your Excellency will note there could be no particular hardship in Captain Campbell being required to comply with the local Regulations and the customs of the service, more especially having in view that the matter contained in the correspondence referred to had no material bearing on his case, at that time under your Excellency's consideration.

I have, &c.,
JOHN S. RICHARDSON,
Col., Commandant.

Minute of His Excellency the Governor.

As Mr. Campbell has resigned there is no object to be gained by continuing a correspondence which is marked on his side by such improprieties of tenor and style.

H.R., 23/1/78.

The Commandant, &c., &c., &c.

Memo. from Captain Campbell.

CAPTAIN Campbell has this afternoon (17th January) received a reply to his letter of the 8th instant. To save the trouble of answering his note of yesterday, the receipt of the reply above referred to is hereby acknowledged, and as it is held that paragraph 115, page 38, of the Volunteer Regulations applied to communications from a culprit in reference to the charge for which he is indicted, and that consequently a person occupying the present position of Captain Campbell must forward all communications in connection with the offence for which he is being tried, through his accuser. Captain Campbell will not tax the "attention and patient consideration" of the Commandant by forwarding any communication of any kind whatever, having any reference to the offence charged against him, but will rather seek another opportunity, and, if according to law and right, a different tribunal, when and at which he will make his complaint and state his grievance.

JOHN CAMPBELL,
17/1/78.

Since writing the accompanying memo. I have examined the Regulations, and cannot find paragraph 115, page 38. There is nothing about correspondence from persons charged with offences, or any one else, in page 38, and there are only 94 paragraphs in the Regulations. The Major of Brigade must have stumbled over some Turkish or Russian regulation, or possibly a copy of the regulations guiding the soldiers of the Monarch of the Gold Coasts may have been secured by some one in the army of Sir Garnet Wolsey, and transmitted to this Colony. It is not likely that in free enlightened England, or any of her dominions, such a regulation as that "All communications from a culprit in reference to the crime for which he stands charged must pass through his accuser," would exist. There is such a thoroughly un-English ring about it that one cannot but, although at the risk of having some eleven charges hurled against him, after ten years thankless service, express his doubt. Fortunately the very worst you can do is not much after all. The honor (?) of holding a Commission subject to a species of ruffianism which, like a hired bully, knows no limit of law but his own brutal power, is very doubtful. A thrice-thrashed cur may continue to allow himself to be degraded and insulted in defiance of law and right by a pack of petty tyrants, but a law-abiding man who wishes to guide his conduct by the Act under which he agreed to serve his country, on condition of receiving the protection which the same Act plainly gives, will not allow freedom to be outraged, and law trampled on in his person for the sake of any service. I am sure that the people and Parliament of this Colony will be astonished to find that Star Chamber Courts exist here—that Regulations such as the one above referred to can be acted on here—that while the law has carefully guarded a man who has agreed to serve his country as a Volunteer Officer, so that no one can legally touch him while not in uniform,—still his liberty can be affected, and his home and civil business invaded by ruffianism on a trumped-up charge of making away with, or failing to produce, certain Government spare arms. People can hardly believe that such things can exist in Sydney, New South Wales, in 1878, and still the hard earnings of many a poor man who has all he can do to provide for his family are taxed and, in one instance at least, to which I could easily point, shamelessly wasted to sustain this.

JOHN CAMPBELL, 18/1/78.

Extract from Brigade Office Register.

Registered No. 77/2161. When registered, 29/12/77. From Captain Campbell, No. 1 Highlanders. Date, 28/12/77. Subject:—Regarding the length of time in the settlement of his case.

Referred to Officer commanding 2nd Regiment, Volunteer Rifles, 29/12/77, with following Minute. This letter to be transmitted through proper channel. W.B.B.C.

Extract from Brigade Office Register.

Registered No. 78/61. When registered, 9/1/78. From Captain Campbell, No. 1 Highlanders. Date, 8/1/78. Subject:—Regarding having to send his communications through Lieutenant-Colonel Goodlet, his accuser. Referred to Officer commanding 2nd Regiment, Volunteer Rifles, with following minute:—
Attention

Attention is drawn to the fact that paragraph 115, page 38 of the Volunteer Regulations, requires all correspondence to pass through the Field Officer Commanding. The Commandant is simply requiring an obedience to the Regulations. Any complaint which Captain Campbell may have, if properly preferred, will meet with attention and patient consideration.

By command,
W.B.B.C.,
9/1/78.

Extract from Brigade Office Register.

Registered No. 78/114. When registered, 17/1/78. From Captain Campbell, No. 1 Highlanders. Date, 16/1/78.

Subject:—Reminder—No reply to his letter of 8/1/78. Referred to Officer commanding 2nd Regiment, Volunteer Rifles, with following minute:—

A memo. replying to a communication from Captain Campbell, dated the 8th instant, left this office on the 9th, addressed to the Officer commanding 2nd Regiment, V.R. If not already done, it is requested it may at once be sent on to Captain Campbell as well as this communication.—By Command, W.B.B.C., 17/1/78.

P.S.—A stamped envelope returned.

True copies.—W. B. B. CHRISTIE, Major of Brigade.

Memo. from Captain Campbell.

SEENING that the Assembly has ordered the production of all papers connected with the resignation of the Captain No. 1 Highlanders, I enclose the following, forming part of the papers ordered:—

Letter dated 6th September, 1877, with memo. thereon.
Letter dated 8th September, 1877, "
Letter dated 11th September, 1877, "
Short memo., dated 11th September, 1877.
Letter dated 28th December, 1877, with memos. thereon.
Letter dated 8th January, 1878, "
Letter dated 16th January, 1878, "

In making up the charges, the following letters appear to have been overlooked, although referring to the case, and forming part of the papers ordered—

Letter dated 6th June, 1877.
Letter dated 10th August, 1877.

In addition to the letter herewith returned, dated 11th September, 1877, another one was sent on the same date; also one on the 14th September, 1877; also a list of questions proposed to be put to the Commandant.

JOHN CAMPBELL,
30/1/78.

Captain Campbell to The Commandant.

Sir,

I write to ask if the Court referred to in Brigade Order No. 118, dated 5th instant, has been appointed by direction of the Governor in accordance with section 24 of the "Volunteer Act, 1867?"

Sydney, 6 September, 1877.
I have, &c.,
JOHN CAMPBELL,
Captain.

Forwarded by order.—JAMES WILSON, Capt., Adj., 7/9/77.

Yes; as it will appear from the minute of His Excellency the Governor and Commander-in-Chief, submitted with the documents to Court of Inquiry.—By Command, W.B.B.C., M. of B. Officer commanding 2nd Regt., V.R., 7/9/77.

For Captain Campbell's information.—By order, JAMES WILSON, Capt., Adj., 8/9/77.

Captain Campbell to The Commandant.

Sir,

Premising that the Court appointed by Brigade Order 118 has been duly convened, although the fact is not stated, and I think it ought to be by the Governor, in accordance with the Act of Parliament, I write to protest against the appointment of the gentleman mentioned in the last paragraph but one, as an officer of the Court. It will be necessary for me to have produced a number of documents from the Brigade Office, and it will be manifestly unfair to me that they should come through and be held by the gentleman mentioned. That nice keen sense of right, so characteristic of English justice, at once demands that neither of the parties to a cause should hold any position in the Court trying it, I respectfully suggest that the Adjutant of the other Regiment of Rifles, or some other equally disinterested party, may be appointed, and that I be allowed to apply through him to the Brigade Office for such papers as I may require.

Sydney, 8 September, 1877.
I have, &c.,
JOHN CAMPBELL,
Captain.

Forwarded by order.—JAMES WILSON, Capt., Adj., 10 Sept., 1877.

The Adjutant of the 2nd Regiment, V.R., has been ordered to perform the duties indicated, in accordance with the customs of Military service.—By command, W.B.B.C., M. of B., 10/9/77. Officer commanding 2nd Regiment, V.R.

P.S.—

P.S.—It may be noted the officer referred to has not been appointed a member of the Court, as Captain Campbell would indicate.

For Captain Campbell's information.—By order, JAMES WILSON, Capt. Adj., 2nd Regt., V.R., 11/9/77. To be returned.

Captain Campbell to The Commandant.

Sir,

Sydney, 11 September, 1877.

I require the proper custodian of documents to have and produce at the Court of Inquiry to be held at 10, O'Connell-street, to-morrow afternoon at 5 o'clock:—

Inspection return of No. 1 Highlanders, for the year 1876.

Inspection return of the Hawkesbury rifles, for the year 1876.

A letter sent by Ensign Hamilton of No. 1 Highlanders to the Commandant, in the year 1876, for submission to the Governor, giving, in accordance with regulation 24 of the "Volunteer Act of 1867," special reasons for relaxation of regulation 23 of the Act mentioned.

The Brigade Order attaching No. 1 Highlanders to the Suburban Battalion.

I have, &c.,

JOHN CAMPBELL,

Captain.

It is again pointed out that in obedience to the Regulations Captain Campbell should have forwarded this letter through the officer commanding his Battalion.

The first three documents asked for will be forwarded to the President of the Court of Inquiry, so that Captain Campbell may examine and refer to them as he desires. A copy of the B. O. in question, &c., &c., will also be forwarded to the President of the Court.—By command, W.B.B.C., M. of B., 12/9/77. Officer commanding 2nd Regiment, V.R. Forwarded.—By order, JAMES WILSON, Capt., Adj. 12/9/77.

I protest against these documents being handed over to Adjutant Wilson because of the peculiar relations he holds to the accuser in the matters for inquiry.—JOHN CAMPBELL, Captain, 11/9/77.

Captain Campbell to The Commandant.

Sir,

Sydney, 11 September, 1877.

In your memo of yesterday's date, received by me this forenoon, it is stated that the Adjutant of the 2nd R., V.R. has been ordered to perform the duties indicated in accordance with the custom of the military service. The difference however between the Adjutant of the 2nd Regiment, V.R., and any other Adjutant of the whole Military service of Great Britain and all her dominions, seems to be overlooked. It may, without any possibility of mistake, be affirmed that no other Adjutant in the service referred to occupies the several positions of a private servant and a public officer—paid partly from one source and partly from another in connection with the duties of Adjutant. It must be well known to you that the Adjutant of the 2nd R., V.R. is but the *alter ego* of the accuser in the matters to be inquired into. However the request and refusal will be a record of the views of the Commandant as to what is fair and just to an accused officer.

I have, &c.,

JOHN CAMPBELL,

Captain.

Forwarded, by order.—JAMES WILSON, Capt., Adj., 12/9/77.

Captain Campbell to The Commandant.

Sir,

Sydney, 28 December, 1877.

It is now *more than seven months* since the Company of Volunteers of which I am its first Captain was taken entirely (including its funds, property, &c.) from under my power and control. For all this time I have been held to be disgraced before the whole Volunteer Force and the community generally, many persons no doubt concluding that I have been guilty of some great crime. I very respectfully submit that it is time that judgment be given.

I have, &c.,

JOHN CAMPBELL.

Off. Commang. 2nd Rgt., V.R. This letter to be re-transmitted through proper channel. By Command.—W.B.B.C., M. of B., 29/12/77. Captain Campbell will be good enough to address any remarks he has to submit through Lt.-Col. Goodlet.—By order, JAMES WILSON, Capt., Adj., 31/12/77. Delivered to me on 8 Jan., 1878.—J.C.

Captain Campbell to The Commandant.

Sir,

Sydney, 8 January, 1878.

Referring to my returned memo., dated 28th Dec. last, which reached me this day, 8 Jan., I desire with very great respect to submit the following: A charge of making away with or not producing certain spare arms belonging to the Government has been made against me; your decision is that all communications in reference to this indictment must be sent through *my accuser*. That is surely a novel way of obtaining justice as far as the poor accused is concerned; it appears to be different to the ordinary course of procedure in English Courts of Justice, and apparently ill accords with generally accepted ideas of natural justice.

Yours, &c.,

JOHN CAMPBELL.

Attention is drawn to the fact that par. 115, page 38, of the Volunteer Regulations requires all correspondence to pass through the Field Officer Commanding. The Commandant is simply requiring an obedience to the Regulations. Any complaint which Captain Campbell may have, if properly preferred, will meet with attention and patient consideration.—By Command, W.B.B.C., M. of B., 9/1/78. Off. Comg. 2nd Rgt., V.R. Captain Campbell.—By order, JAMES WILSON, Capt., Adj., 10/1/78.

Captain Campbell to The Commandant.

Sir,

Sydney, 16 January, 1878.

I desire with very great respect to point out that my letter to you, dated the 8th inst., has not up to this date (16 Jan.) been replied to or acknowledged in any way. Enclosed is a stamped envelope for reply.

Yours, &c.,

JOHN CAMPBELL.

A memo. replying to a communication from Captain Campbell, dated the 8th inst., left this office on the 9th, addressed to the Offi. Comg. the 2nd R., V.R. If not already done, it is requested it may at once be sent on to Captain Campbell, as well as this communication.—By Command, W.B.B.C., M. of B., 17/1/78. P.S.—A stamped envelope returned herewith. Offi. Comg. 2nd R., V.R.

The letter in question was forwarded to Captain Campbell on the 10th instant. Lieut. Fraser is requested to explain the cause of the delay in this document reaching Capt. Campbell.—By order, JAMES WILSON, Capt., Adj., 18/1/78. The letter above referred to was delivered by me to Captain Campbell when I found it in the box.—ALEX. FRASER, Lieut., 21/1/78.

Will Lieut. Fraser, as nearly as possible, say when he delivered the letter to Captain Campbell?—By order, JAMES WILSON, Capt., Adj., 22/1/78. As near as I can recollect it was on the 16/1/78 I gave the letter to Captain Campbell.—A. FRASER, Lieut., 22/1/78. The Major of Brigade.—By order, JAMES WILSON, Capt., 22/1/78.

There appears to have been no delay in this office in replying to Captain Campbell's communication of the 8th instant, nor in the Regimental Office of the 2nd R., V.R. The delay would appear to have been with the officer temporarily in charge of No. 1 Highlanders. These papers may be sent to Captain Campbell for his information.—By Command, W.B.B.C., M. of B., 22/1/78. Offi. Comg. 2nd R., V.R. To be returned. Captain Campbell.—By order, JAMES WILSON, Capt., Adj., 23/1/78.

List of Questions from Captain Campbell.

Did Lieut.-Colonel Goodlet see you prior to the 25th May, 1877, in reference to an alleged non-production of rifles by Captain Campbell?

Did you authorize him to suspend Captain Campbell if the rifles were not produced?

Looking at para. 2, section 28, of the "Volunteer Act of 1867," and noting the occasions therein specified on which an officer can be suspended, will you state on which section of the Act you base your authority for suspending Captain Campbell?

Subsequent to Captain Campbell's suspension, did Lieut.-Colonel Goodlet consult with you as to the punishment to be awarded to him?

Did Lieut.-Colonel Goodlet represent to you that the three rifles were spare arms, in accordance with Battalion Order of 6th Nov., 1876, and that none of the said three rifles were inspected during 1876?

Was it on the strength of the truthfulness of these representations that you authorized the punishment of Captain Campbell?

Having the inspection return of No. 1 Highlanders for 1876 easily accessible in your own office, did you take the precaution to ascertain the actual position of the three rifles before authorizing so grave an act as the punishment of a Captain of a Company?

Are you aware that Captain Campbell was called up for punishment at the Battalion Office on the 2nd August, 1877, no inquiry having at that time taken place?

Do you consider it a desirable mode of procedure to punish first and inquire afterwards?

Has it occurred to you that such a course of procedure might be inconvenient in capital offences?

Can you say whether or not it has been the invariable practice, since the passing of the present Volunteer Act, to charge non-produced rifles to the Captains of Companies?

Have you known of any instance, prior to the present, in which non-compliance with, or disobedience of, the order to produce rifles, was held to be a Military offence?

Will you state the date on which the Military authorities determined to alter the practice, and treat the non-production of rifles as a Military offence?

Was any intimation as to the change in practice given to Captain Campbell?

Looking at section 33 of the Act of 1867, will you state your authority for the change in practice as to non-produced rifles?

Did you in 1876 receive an important letter from Ensign Hamilton of 1st Highlanders?

You see, on reference to the letter, that it has not passed through Captain Campbell?

Did you note any remark on that letter to the effect that it should have come to you through Captain Campbell?

Did Captain Campbell forward any complaint to you in reference to that letter, stating that so important a document, so closely affecting the discipline of his Company, ought to have passed through him for comment thereon?

Did you take any notice of Captain Campbell's complaint?

Did you call for reports from Majors Jaques and Phillips as to what took place at the Battalion Office on 2nd August?

Were the contents of the reports revealed to Lieut.-Colonel Goodlet?

Were the contents revealed to Captain Campbell?

Did you, on the 11th September inst., receive a registered letter from Captain Campbell, containing a list of documents required by him for his defence?

Did you, prior to the inquiry, reveal the contents of such list to Lieut.-Colonel Goodlet, as so far made that officer acquainted with Captain Campbell's plan of defence?

Have you been made acquainted with the fact that the three rifles in question were not spare arms as stated in Battalion Order of 6 November, 1876, and that the statement that the three rifles were not inspected during 1876 is not true? And, being so informed, is it by your authority that Captain Campbell still suffers the indignity of suspension?

True copies.—W. B. B. CHRISTIE, M.B., 14/2/78.

1877-8.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

CAPTAIN OF NO. 1 COMPANY, HIGHLANDERS.
(RESIGNATION OF.)

Ordered by the Legislative Assembly to be printed, 27 March, 1878.

FURTHER RETURN to an *Order*, made by the Honorable the Legislative Assembly of New South Wales, dated 29 January, 1878, That there be laid upon the Table of this House,—

“Copies of all Documents and Minutes of Proceedings having reference
“to the resignation of the Captain of No. 1 Highlanders.”

(*Mr. Macintosh.*)

SCHEDULE.

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CAPTAIN OF NO. 1 COMPANY, HIGHLANDERS.

No. 1.

Quartermaster Tidswell to Captain Campbell.

Dear Sir,

Sydney, 3 November, 1876.
I have to request that in accordance with Brigade Order No. 88, of May 30, you will arrange an early day when I can examine the rifles of your Company that were not seen at last inspection.

I am, &c.,
HENRY E. TIDSWELL,
Quartermaster, 2nd Regiment.

No. 2.

Captain Campbell to Lieutenant Fraser.

LIEUTENANT Fraser of this Company will attend at the Victoria Barracks on Saturday, the 11th instant, at 3 p.m., for the purpose of examining the rifles referred to.

JOHN CAMPBELL,
Capt. 1 Highlanders.

No. 3.

The Commandant to His Excellency the Governor.

Your Excellency,

Brigade Office, Sydney, 22 January, 1878.

21st Jan., 1878.

I have the honor to forward herewith, for your Excellency's consideration, a letter with two enclosures from Captain Campbell, No. 1 Highlanders, tendering the resignation of his commission in the Volunteer Force.

I have, &c.,
JOHN S. RICHARDSON, Col.,
Commandant.

[Enclosure.]

Captain Campbell to The Commandant.

Sir,

Sydney, 21 January, 1878.
You will please to understand that in forwarding my resignation I do not admit the correctness of the finding of the Court of Inquiry, even on the evidence *admitted*, or of their view of the law—section 28, part 2, of the Volunteer Act of 1867—as affecting Commissioned Officers, the gentlemen comprising the Court being apparently of opinion that the part referred to only concerned Volunteers other than Commissioned Officers, I do not however desire or intend that this memo. should in any way affect my resignation, which would not have been withdrawn when sent in June of last year, except for a letter spontaneously sent to me by the Officers and Members of my Company at that time, a copy of which is enclosed.

Yours, &c.,
JOHN CAMPBELL.

[Sub-Enclosure 1 to No. 1.]

Captain Campbell to The Commandant.

Sir,

I hereby resign my commission in the Volunteer Force.

JOHN CAMPBELL, 21/1/78.

[Sub-Enclosure 2 to No. 2.]

The Members of No. 1 Company of Highlanders to Captain Campbell.

Dear Sir,

Sydney, 19 June, 1877.

We, the undersigned, members of No. 1 Company, Duke of Edinburgh Highlanders, having learned that you have tendered the resignation of your commission as Commander of our Company, desire to express our very deep regret that anything should have occurred that would in your opinion have necessitated your taking such a step, after the number of years that you have held that position with honour to yourself, and we may also say, to the whole Volunteer Force, by the kind and courteous manner you have always shown to all ranks of the Service. We therefore earnestly request you to withdraw your resignation, as we are persuaded that the existence of the Company depends in a great measure on your retaining the command: and now that there is some prospect of having our ranks recruited, we earnestly hope that you will take a favourable view of the matter, and comply with our request.

We have, &c.,

[Here follow the signatures of the Commissioned Officers and of the other members of No. 1 Highlanders.]

No. 4.

His Excellency The Governor to The Commandant.

Commandant.—Accepted.—H.R., 23/1/78.

No. 5.

No. 5.

The Commandant to The Principal Under Secretary.

Sir,

Brigade Office, Sydney, 20 March, 1878.

I have the honor to inform you that yesterday I received a letter from Mr. Campbell, late Captain No. 1 Highlanders, dated 18th instant, wherein he drew my attention to the fact that certain documents in his case, and specified as under, are not included with those ordered by the Legislature to be printed on the 20th February, 1878, viz. :—

- 1st. Memorandum referred to in Adjutant Wilson's letter to Captain Campbell, dated 22nd February, 1877, and noted on page 4 of printed correspondence.
- 2nd. Captain Campbell's letter of 21st of January last, with two enclosures, forwarding his resignation, addressed to myself.

With reference to the first, I have to explain that, not having formed any portions of the records of this office, its existence was overlooked. I have, however, procured it from the Officer Commanding 2nd Regiment, and now enclose it.

As regards the second, it would appear that the documents in question were duly forwarded by me on the 22nd January last to His Excellency the Governor and Commander-in-Chief; these are, I have reason to believe, in the Colonial Secretary's Department.

In conclusion, I have to recommend that these documents, which Mr. Campbell seems to consider material to his case, may be printed and laid on the Table of the House.

I have, &c.,
JOHN S. RICHARDSON, Col.,
Commandant.

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

DRAFT LAND BILL.

Ordered by the Legislative Assembly to be printed, 21 May, 1878.

41^o VICTORIÆ, 1878.

DRAFT BILL

INTITULED

An Act to regulate the Alienation Occupation and Administration of Crown Lands in New South Wales.

WHEREAS it has become necessary that better provision should be made for the disposal by sale or lease and for the dedication and reservation of Crown Lands as well as for other purposes connected with the management and administration thereof Be it therefore enacted by the Queen's Most Excellent Majesty by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled and by the authority of the same as follows:—

Preamble.

1. This Act is divided into Eight Parts embracing the following subjects:—

Division of Act into eight parts.

PART I.—Introductory—General Provisions.

PART II.—Reserves—Opening and closing of Roads—Reclamations.

PART III.—Conditional Purchases.

PART IV.—Sales by auction and in consideration of improvements.

PART V.—Ordinary Leases for Pastoral purposes—Pre-leases—Special Leases—Leases generally.

PART VI.—Land Boards.

PART VII.—State Forests—Timber Reserves—Licenses—Permits.

PART VIII.—Procedure—Miscellaneous.

PART I.

Introductory—General Provisions.

Short title and commencement.

2. This Act may be cited as the "Crown Lands Act of 1878" and shall come into force on the one thousand eight hundred and seventy- which date is hereinafter referred to as the commencement of this Act.

Repeal of Acts &c. in first schedule. First Schedule.

3. From and after the commencement of this Act the several Acts specified in the First Schedule hereto together with all Regulations made under the authority of any of the said Acts [other than those relating to pasturage or temporary commons] shall to the extent therein expressed be repealed subject however to the qualifications and conditions hereinafter stated that is to say—

Savings.

- (1.) Such repeal shall not prejudice or affect except as by this Act is expressly enacted any proceeding matter or thing lawfully done or commenced or contracted to be done under the authority of any Act enactment or regulation hereby repealed.
- (2.) No proceeding civil or criminal at law or in equity depending in any Court whatsoever or before Arbitrators or any other Authority at the time of this Act coming into force shall by reason of such repeal abate or be discontinued or be otherwise prejudiced or affected but every such proceeding shall be continued and be attended with the same result and be carried out and completed in the same manner and to the same effect as if this Act had not been passed.
- (3.) Every grant lease license reservation (permanent or temporary) proclamation appointment regulation and notification lawfully made before the commencement of this Act under the provisions of any of the said repealed Acts shall save in so far as the same shall be inconsistent with the provisions of this Act be of the same force and effect to all intents and purposes as if this Act had not been passed.
- (4.) All offences committed and penalties and forfeitures incurred before the commencement of this Act against or under any of the said repealed provisions may be respectively tried punished enforced and proceeded with as if this Act had not been passed.
- (5.) All rights accrued and obligations incurred or imposed under or by virtue of any of the said repealed Acts or enactments shall subject to any express modifications enlargements exemptions conversions or other provisions of this Act in relation thereto be and remain unprejudiced and unaffected by such repeal Provided that all applications made before the commencement of this Act to purchase Crown lands by virtue of intended improvements under the thirty-first section of the "Lands Acts Amendment Act of 1875" shall in all cases where a grant has not already issued to the applicant his alienee or representatives be deemed to be satisfied in all cases where a refund of the deposit has been made or tendered to such applicant alienee or representative And upon such refund being made or tendered the land applied for shall be deemed to have become Crown lands discharged from any contract under the said section.
- (6.) All conditional purchasers and additional conditional purchasers (including purchasers within gold fields and for mining purposes) who at the commencement of this Act shall not have fulfilled all the conditions and requirements by law annexed to their tenures so as to entitle them to receive a grant of the lands held by them as such conditional purchasers or as the alienees or representatives of such purchasers shall notwithstanding

notwithstanding such repeal as aforesaid continue to perform all such conditions and requirements and such purchasers and the lands purchased shall in every other respect be in the same position as if this Act had not passed.

- (7.) All leases and pre-leases and promises thereof and all licenses lawfully granted or made under the provisions of the Acts hereby repealed or any of them and which shall not have expired before the commencement of this Act shall subject to the provisions of this Act continue to be held during the currency thereof upon the like terms and conditions and subject to the like provisions in all respects as would but for the said repeal have been applicable to such leases promises and licenses respectively.

4. In this Act unless the context requires a different meaning Interpretation of terms.
the term

“Adjacent lands” means and includes with reference to pre-leases under Part V. lands as well “contiguous” “conterminous” or “adjoining” as lands which have but a single point of contact

“Alienee” means any person whose estate or interest is derived by sale mortgage or other disposition not testamentary and is not derived immediately by devolution of law

“Appraised value” means value as fixed by any appraiser or appraisers appointed under this Act and includes any value appraised under any of the Acts hereby repealed

“Arbitration” means the method prescribed by Part VIII of this Act under which awards are provided for

“Block” means any single portion of Crown lands heretofore or hereafter leased or capable of being leased for pastoral purposes

“Crown lands” means lands vested in Her Majesty and not dedicated to any public purpose or granted or lawfully contracted to be granted in fee simple

“Frontage” means abuttal on or frontage to any lake inlet river creek stream watercourse road or intended or designed road which according to the Survey regulations should be adopted as a boundary

“Governor” means the Governor with the advice of the Executive Council

“Improvements” means any works or erections of a permanent character fixed to the soil and calculated to render more beneficial the occupation and use of the land upon which they are erected and which shall not have been previously used as improvements

“Intended or designed road” means any road shown or marked on any official plan compiled under the authority of the Surveyor General

“Lease” includes the promise of a lease

“Local newspaper” means a newspaper published or circulating in the particular district or place in reference to which the term is used

“Local Land Board” means the Board constituted under the provisions of Part VI of this Act for a Land District

“Minister” means the Minister for Lands or other responsible Minister charged with the administration wholly or in part of the Department of Lands

“Pre-lease”

“Pre-lease” includes any “pre-emptive lease” granted or promised under any Act hereby repealed and means the holding of adjacent Crown lands by virtue of conditional purchase or tenure in fee simple as provided by this Act

“Regulations” means the Regulations to be made under the authority of this Act

“Representatives” means the executors or administrators of the person with reference to whom the word is used and includes all persons in whom the law vests the estate or interest of such person or a power to sell the same

“Run” means any one or more “blocks” as hereinbefore defined

“Stock” means horses horned cattle and sheep

“Suburban Lands”—Crown lands declared or notified in the *Gazette* by the Governor as such

“Town Lands”—Crown lands within the boundaries of any city town or village or set apart as a site for the same

5. No alienation or disposal whether by sale reservation dedication lease license or otherwise of Crown lands shall hereafter be made unless under and subject to the provisions of this Act.

GENERAL PROVISIONS.

No dealing with Crown lands except under this Act.

All grants dedications leases &c. to be by the Governor in Her Majesty's name.

6. The Governor is hereby authorized in the name and on behalf of Her Majesty to grant dedicate reserve lease or make any other disposition of Crown lands for any estate or interest authorized by this Act but for no other and subject in every case to the provisions of this Act Provided that no Crown grant issued after the commencement of this Act shall be expressed or purport to be in trust for private persons And provided that any instrument proclamation or notification by which any grant dedication reservation lease or disposition of such lands has been or may hereafter be evidenced and purporting to be in the name of any Governor therein mentioned but not signed by him may be signed by the Governor for the time being or in his absence or before he shall have assumed his office by the Lieutenant-Governor for the time being.

Fee simple conditional in conditionally purchased lands.

7. Every conditional purchaser who shall have paid or shall hereafter pay the deposit prescribed by law in respect of his purchase shall be deemed to have acquired in the land so purchased an estate in fee simple conditional on the fulfilment of all statutory requirements in respect thereof.

No waiver by acceptance of interest purchase money or rent.

8. The acceptance by or on behalf of the Crown of any purchase money or part thereof due on a conditional purchase or of interest on the balance thereof or of rent or other payment under any lease or license shall not be held to have operated or to operate hereafter as a waiver by the Crown of any forfeiture accruing by reason of the breach of any condition precedent or subsequent annexed by law to the estate or interest of a conditional purchaser lessee or licensee But nothing herein contained shall affect any proceedings instituted in any Court before the commencement of this Act or any case where it shall be proved that the Crown through the Minister or any authorized officer has had full knowledge by notice or otherwise of the breach of any such condition before the acceptance of such money interest rent or other payment.

Proviso.

PART II.

Reserves—Opening and Closing of Roads—Reclamation.

9. The Governor may by notification in the *Gazette* reserve any Crown lands for any public purpose whether for the purpose of being hereafter permanently so reserved or dedicated or by way of temporary reservation from sale until surveyed—and particularly for any of the purposes following viz. :—

- (1.) For the sites of townships or villages and as suburban or other land to be attached thereto and for subdivision into residence allotments not exceeding *ten* acres each.
- (2.) For railways railway stations or any purpose connected with railways for public roads canals quays landing places or for any other mode of internal communication.
- (3.) For reservoirs aqueducts watercourses or for any purpose of water supply or as a permanent or temporary common.
- (4.) For the growth and preservation of timber.
- (5.) For any purpose of defence.
- (6.) For the site of any place of public worship hospital asylum infirmary college school mechanics institute public library museum or other institution for public instruction or amusement.
- (7.) For a public market or slaughter-house.
- (8.) For a public cricket ground or racecourse.
- (9.) For the use and general purposes of any pastoral and agricultural association (provided that the land so to be reserved do not exceed *sixty* acres.)
- (10.) For a necropolis or place of public burial.
- (11.) For public baths for public health or recreation for Trigonometrical Stations or for any other public purpose whatsoever.

10. Crown lands heretofore or hereafter permanently reserved for any of the purposes mentioned in the last preceding section shall be deemed to be dedicated and set apart in perpetuity for such purpose And every grant or disposition of such land other than for the purpose of giving effect to such reservation shall be absolutely void both against the Crown and all persons whomsoever.

11. Crown lands temporarily reserved from sale under the provisions of this Act or which have been heretofore so reserved under the authority of any Act hereby repealed shall not be sold or otherwise disposed of until the expiration of *thirty* days after such reservation shall be revoked by the Governor by a notice published in the *Gazette* And where the land has been reserved for purposes of subdivision into residence allotments not exceeding *ten* acres each then upon revocation of such reservation the sale shall be by auction only.

12. An abstract of every intended permanent reservation hereinafter termed "dedication" of Crown lands under this Act shall be laid before Parliament not less than *one calendar month* before such dedication shall take effect And where the reservation is for temporary purposes such abstract may be laid before Parliament within *one calendar month* from the commencement of the then next Session which shall take place after the approval of such reservation by the Governor.

13. Notification in the *Gazette* shall in all cases be conclusive evidence of the fact of any reservation or dedication having been made under the provisions of this Act or any Act hereby repealed Provided that no reservation or dedication hereafter made shall have any effect until the boundaries of the lands reserved or dedicated shall be marked on the ground.

OPENING AND
CLOSING OF ROADS
&c.

Opening of roads
through conditional
purchase.

14. The Governor by notification in the *Gazette* may resume so much of any land conditionally purchased as may be required for the purpose of opening a public road or for the diversion or deviation of an existing road or for trigonometrical stations and access thereto Provided that the conditional purchaser or his alienee shall be entitled to a refund of the purchase money paid in respect of the land so resumed in proportion to the area resumed as also of the appraised value of any improvements thereon.

Sales of unnecessary
roads.

15. Upon application for the purchase of any reserved or dedicated road made by the owner or owners of lands adjacent to or traversed by such road if it shall appear to the Governor that such road is not required he may sell and grant such road to the owner or owners of such adjacent lands in fair proportions or in accordance with agreement among themselves at a price to be fixed by appraisement but not being less than the minimum upset price of the particular class of land as fixed by the *fifty-fourth* section hereof But no such sale shall be made until after the expiration of *three months* from the notification in the *Gazette* and in a local newspaper if any of the intention to close such road.

Where new road
opened old to be
taken as compensa-
tion.

16. In any case where the opening of a new road or the diversion of an existing road through alienated land shall have rendered unnecessary any existing road through the same land such existing road may be granted in full satisfaction to the owner of the land or if the road so rendered unnecessary be a boundary road it may be granted in like manner in lieu of the new or diverted road.

Road of access
through leased land.

17. Every purchaser of Crown lands and every holder of a lease or license shall be entitled to free ingress egress and regress to and from the lands held by him through and over any Crown lands whether under lease or not if no access to the lands held by him by means of a reserved or proclaimed road or track shall be provided And such person may for the purposes of this section enter on any Crown lands and mark out thereon as a road of access to his holding a road over such lands not more than *one chain* wide and following as direct a line as may be practicable to the nearest public road Provided that notice in writing of the intention to mark out such road shall in every case be given to the lessee where such road passes over his leased land at least *seven* days before the marking out of such road And upon notice in writing served upon any such person by a Crown lessee requiring him to fix such road such person shall within *three months* from the date of service thereof mark out such road of access and shall not be entitled to use any other road of access over the lands of such lessee In the event of any dispute between such person and any Crown lessee as to the position course or width of or any other matter connected with such road the matter in dispute shall be determined by arbitration.

What marked roads
shall be deemed to be
dedicated roads.

18. All roads marked or shown or indicated as roads on any office plan of subdivision made under the authority of the Minister at any time since the *eighteenth day of October one thousand eight hundred and sixty-one* and all such roads hereafter so marked or indicated shall be deemed to have been and to be lawfully reserved as roads and to have been and to be dedicated to the public as such.

Alteration of plan of
town or village.

19. It shall be lawful for the Governor to correct or alter the design or plan of any town or village and the limits of any suburban lands attached thereto in any case where the site of such town or village has been notified under the "Crown Lands Alienation Act of 1861" or shall be notified under this Act Provided that notice of the intention so to correct or alter such design plan or limits shall be published in the *Gazette* and in a local newspaper (if any) and that no such correction or alteration shall be carried into effect until the expiration

expiration of *three* months from such notification And provided further that every such correction or alteration shall be notified in the *Gazette* and that an abstract thereof shall be laid before Parliament within *thirty days* after such notification if Parliament be then in session and if not then within *thirty days* after the commencement of the then next session.

20. The Governor may authorize the owner in fee simple of land having frontage to any harbour or river to fill in and reclaim any land adjoining thereto and lying beyond or below high-water-mark or to erect a wharf or jetty upon or over the same and on payment of the appraised unimproved value of such land the said land or any land which may already have been reclaimed shall become vested in such owner and may be granted to him or to his successor in title after notification in the *Gazette* of the intention to grant such land once in each week for *four consecutive weeks* Provided always that no such reclamation shall be authorized if it will interrupt or interfere with the navigation of such harbour or river or with the rights or interests of any persons in adjoining lands not being consenting parties to such reclamation.

RECLAMATIONS &c.
Reclamation of land
erection of wharves
&c.

21. The Governor may on application of the owner in fee simple of any land comprised wholly or partly in any Crown grant rescind any reservation of water frontage on the sea-coast or to any bay inlet harbour or navigable river or of land adjoining such frontage contained in such grant either wholly or to such extent and subject to such conditions and restrictions as he shall think fit and the land the subject of such rescission on payment of a fair sum to be ascertained by appraisal being not less than the minimum upset price per acre of the class of land as set forth in section *fifty-four* hereof and after *four consecutive weeks* notification in the *Gazette* of the application shall be granted to the owner of the land comprised in the grant But nothing herein contained shall empower the Governor to grant any land below high-water-mark or to interfere with any land used as a public thoroughfare or with any land set apart or dedicated for any public purpose.

Rescission of reservation
of water frontage.

PART III.

Conditional Purchases.

22. After the commencement of this Act all Crown lands shall be open to conditional purchase provided that they are not expressly exempted from sale under this Act or do not at the date of application to purchase fall within any of the following classes of Crown lands viz.—

CONDITIONAL PUR-
CHASE.

What Crown lands
to be open to selec-
tion.

- (1.) Town lands—Suburban lands.
- (2.) Lands within any proclaimed gold field or under lease for mining purposes.
- (3.) Lands lying within an area bounded by lines bearing north east south and west and distant *ten* miles from the outside boundary of any city or town containing according to the then last census published by the authority of the Government not less than *ten thousand* inhabitants or *five* miles from the outside boundary of any city or town containing according to such census *five thousand* inhabitants or *three* miles from the outside boundary of any city or town containing according to such census not less than *one thousand* inhabitants or *two* miles from the outside boundary of any town or village of which the site has been or shall be reserved by notification in the *Gazette*.
- (4.) Lands reserved for the site of any city town or village.

(5.)

- (5.) Lands reserved for any purpose of water supply.
 (6.) Lands reserved from sale or set apart or dedicated for any public purpose.
 (7.) Lands upon which such improvements have been made as to entitle the owner thereof to purchase the land on which they have been so made.

Applicant for a conditional purchase must be of the age of sixteen years at least.

23. No application for a conditional purchase shall be received from any person under the age of *sixteen* years and every applicant under the age of twenty-one years shall state in his application that he is of the age of *sixteen* or upwards. If such statement be proved at any time to be untrue the purchase shall be void and the deposit paid shall be forfeited to Her Majesty.

Application to be in person to land agent.

24. Every such application shall be in writing and shall be tendered by the applicant in person upon a land office day to the land agent of the district wherein the land applied for is situated and shall be in the form prescribed by the Regulations.

Not more than one application allowed from same person on one day.

25. Not more than one application for a conditional purchase shall be received from the same person on the same day and no application shall be received if made or purporting to be made by more than one person.

Application not to embrace less than 40 or more than 640 acres.

26. Subject to the provision for family selections hereinafter contained no application to make a conditional purchase shall be received for less than *forty* acres or more than *six hundred and forty* acres.

Applicant must tender deposit of 6s. per acre.

27. No such application shall be received unless the applicant shall at the time of tendering his application tender also a deposit at the rate of *five* shillings per acre being one quarter of the purchase money of the land applied for which shall in all cases be considered as sold at *twenty shillings* per acre.

Applications how dealt with.

28. In case no other person shall tender to the land agent a like application and deposit for the same land at the same time the applicant shall be declared the conditional purchaser thereof but if more than one application and deposit for the same land or any part thereof be tendered to the land agent at the same time he shall unless all the applications but one be forthwith withdrawn proceed to determine by lot in such manner as may be provided by the Regulations which applicant shall be declared the purchaser.

Fee-simple conditional passes on payment of deposit

29. Every such purchaser shall upon payment of the deposit as herein prescribed be held (but subject to the provisions and conditions hereinafter expressed) to have acquired a fee-simple conditional in the land so purchased which shall be incapable of being alienated transferred (otherwise than by operation of law) encumbered or pledged either at law or in equity until at least *five* successive annual payments in pursuance of the provisions of the next following section shall have been made and until the conditions of residence and improvement prescribed by the *thirty-second* section hereof shall have been fulfilled.

Conditions for payment of balance of purchase money.

30. The balance of the purchase money upon every such conditional purchase shall be paid by *fifteen* annual payments of *one shilling* per acre each to the Colonial Treasurer or Land Agent of the District between the *first day of January* and the *first day of April* in each year. Provided however that it shall be lawful to pay off the whole or any portion of the balance of purchase money then due at any time after the expiration of *five* years from the date of payment of the deposit if the requisite evidence of fulfilment of the conditions of residence and improvement be furnished.

Grant to issue on payment of balance

31. Upon payment of the balance of purchase money and upon proof of fulfilment of the conditions of residence and improvement a grant in fee simple of the land shall be issued to the purchaser or to the then rightful owner thereof but reserving to Her Majesty all minerals contained in such land.

32. Every conditional purchaser shall reside upon the land so purchased for a period of *five* years from the date of payment of the deposit or from the *thirty-first day* after such date and within the said period of *five* years shall construct make or maintain upon such land improvements of the value of at least *ten shillings* per acre.

Conditions of residence and improvement.

33. The evidence of fulfilment of the conditions of residence and improvement shall be furnished at the periods and be in accordance with the provisions following viz. :—

What shall be evidence of performance of conditions of residence and improvement.

(1.) In each of the first *five* years over which the prescribed annual payments are extended the conditional purchaser or some person on his behalf shall on making each annual payment tender a statutory declaration made and subscribed by some person of whose credibility the land agent shall be satisfied that the purchaser is *bonâ fide* resident on the land so purchased. And every such declaration shall be transmitted by the land agent to the Central Land Board. And no such payment shall be accepted on behalf of the Crown unless accompanied by such declaration.

Statutory declaration of residence annually during first five years.

(2.) At the time of making the *fifth* annual payment hereinbefore prescribed statutory declarations by the conditional purchaser and by some person of whose credibility the land agent shall be satisfied and in the form prescribed by the Regulations shall be lodged by the person making such payment to the effect that improvements of the value of at least *ten* shillings per acre have been placed or constructed on the land and that the conditions of residence have been duly fulfilled. And every such declaration shall be forwarded by the land agent to the Central Land Board.

In the fifth year statutory declaration of fulfilment of all conditions of residence and improvement.

34. If any local Land Board shall report to the Central Land Board that after due inquiry held by such first-mentioned Board the prescribed conditions of residence or of improvement have not been in the opinion of such Board duly fulfilled by any conditional purchaser or his representatives in respect of the land conditionally purchased by him it shall be lawful for such Central Land Board to declare that the said lands shall be forfeited. Provided always that it shall be lawful for the said Central Land Board to remit any forfeiture declared in respect of the condition of improvement not having been fulfilled within *five* years from the date of conditional purchase in any case where the Minister shall have authorized or shall authorize an extension of time for fulfilling such condition which he is hereby empowered to do for any period not exceeding *twelve* months from the termination of such *five* years in any case of proved hardship or misfortune.

Provision as to forfeiture or non-fulfilment of conditions of residence and improvement.

35. It shall be lawful for the parent of any child or children to make a conditional purchase hereinafter termed a "Family Selection" not exceeding *eighty* acres in respect of each child but all such family selections shall be subject to the conditions and provisions following viz. :—

Family Selections.

- (1.) A family selection shall only be made of such Crown lands as are open to conditional purchase under the *twenty-second* section of this Act and shall not be made within any proclaimed gold-field.
- (2.) A Family selection shall be permitted only in respect of a child living at the date of the application to purchase and being then under the age of *sixteen* years but a step-child shall entitle a parent to purchase under this section.
- (3.) The parent applying to purchase in virtue of any child must make a statutory declaration that he is the parent of such

child and must state in such declaration the name sex and age of such child and that such child is at the date of application actually maintained by the declarant.

- (4.) No family selection shall be made unless by way of enlargement of the maximum area permitted to be conditionally purchased under this Act or by way of addition to a conditional purchase or purchases of or amounting in the aggregate to *six hundred and forty* acres, but a family selection may be made from time to time.
- (5.) All family selections shall be subject to the same conditions of payment residence improvement measurement and forfeiture for breach of conditions as other conditional purchases. And all areas purchased as family selections shall be incorporated and form one holding with any area originally purchased.
- (6.) No trust by way of advancement or otherwise in favor of a child shall be implied by or attach to a family selection.
- (7.) No family selection shall be liable to forfeiture or shall be declared void by any Court or other authority by reason only of an error in stating the age of any child.

Non-residence selections.

36. Crown lands open to conditional purchase under the *twenty-second* section hereof may be conditionally purchased without any condition of residence by any person of the age of *twenty-one* years or upwards provided he shall not have already become a conditional purchaser of Crown lands or have made a family selection under the next preceding section hereof subject however to the qualifications and conditions following:—

- (1.) No purchase shall be permitted of more than one portion or of an area exceeding *three hundred and twenty* acres or less than *forty* acres.
- (2.) No person who shall purchase under this section shall be permitted to make a family selection or an additional conditional purchase under this Act.
- (3.) The price per acre shall be *one pound ten shillings* which shall be paid to the land agent at the time of making the application.
- (4.) The land purchased shall be incapable of being transferred alienated mortgaged encumbered or pledged (otherwise than by operation of law) until the expiry of *five* years from the date of purchase.
- (5.) Improvements to the value of at least *two pounds* per acre shall be made on the land purchased within *five* years from the date of purchase.
- (6.) All the provisions of this Act relating to ordinary conditional purchases and purchasers shall be applied to conditional purchases and purchasers under this section except so far as the condition of residence is concerned and except the provisions contained in sections *twenty-six twenty-seven twenty-nine thirty* and *thirty-two*.
- (7.) The evidence of the fulfilment by a conditional purchaser hereunder of the condition of improvement hereinbefore prescribed shall be a statutory declaration by some person of whose credibility the land agent is satisfied in the form prescribed by the Regulations to the effect that improvements of the value of at least *two pounds* per acre have been placed or constructed on the land purchased. And every such declaration shall be forwarded by the land agent to the Central Land Board.
- (8.) Any purchase under this section made by a person who at the date of such purchase was a conditional or additional conditional

conditional purchaser of other lands subject by law to the condition of residence or was a family selector under the next preceding section shall be absolutely void and the land purchased shall be forfeited to Her Majesty and become Crown lands for all the purposes of this Act.

37. Any conditional purchaser of Crown lands [other than in gold fields] not exceeding *six hundred acres* may before issue of the grant of his conditionally purchased land make any one or more additional conditional purchases of Crown lands provided that they be adjacent to the first conditional purchase and to each other and do not exceed in the whole *six hundred and forty acres* but subject to all the conditions as to payment of purchase money and improvements applicable to an original conditional purchase. Additional conditional purchases.

38. Any holder in fee simple of land not exceeding *six hundred acres* may conditionally purchase Crown lands adjacent to such land Provided that the land so to be conditionally purchased does not together with the land held in fee exceed *six hundred and forty acres* But no grant of such additionally purchased land shall be made to any holder of a portion or subdivision of an original grant or shall issue to any person unless he shall at the date of payment of his deposit have been resident for *five* years on the land held in fee simple or shall have resided for *five* years from such date on the land applied for or on that so held in fee simple or partly on one and partly on the other Provided that the term of residence hereby prescribed shall be held to be satisfied if such residence shall have commenced within *thirty-one* days after the date of such payment. Holder in fee may make additional conditional purchase.

39. All additional purchases under either of the last two preceding sections shall be subject to the conditions and provisions following viz. :— Additional conditional purchaser to be subject to conditions.

- (1.) Every such additional conditional purchase shall have a depth of not less than *sixty* chains but where a purchaser shall have acquired either by original or by additional conditional purchase or by both an area amounting to *one hundred and sixty* acres then every succeeding additional conditional purchase shall be measured in combination with the original and any additional conditional purchase in such a manner as to give a figure having a depth of not less than *twice* the frontage thereof And for the purpose of such measurement the last portion purchased shall be considered as added to and combined with any prior purchases and as constituting therewith a rectangular block subject to the proportions and conditions hereinafter prescribed with reference to original conditional purchases in sections *forty-four* and *forty-five*.
- (2.) Where additionally purchased lands have no frontage each portion so purchased shall be measured so as to form in combination with any prior purchase or purchases a rectangular block as described in the said *forty-fifth* section hercof And all succeeding purchases shall be measured in a like manner.
- (3.) The intervention of any road between an original conditional purchase and any additional conditional purchase shall not be a bar to such last-mentioned purchase but in every such case the additionally purchased land shall be measured subject to and in accordance with the provisions of the *forty-fourth* and *forty-fifth* sections of this Act.
- (4.) The land additionally purchased shall be considered as incorporated and forming one holding with the land originally conditionally purchased or granted as the case may be.

(5.)

(5.) The condition of improvement in respect of all such additional purchases shall be the same as hereinbefore prescribed with respect to original conditional purchases. Provided that improvements made on any one purchased portion shall if of sufficient aggregate value count as improvements on the entire holding.

(6.) No additional conditional purchase shall be transferred separately from the originally purchased land until all the conditions prescribed by this Act have been fulfilled.

Conditional purchases in gold fields.

40. Subject to the provisions of the law in force for the time being regulating mining on Crown lands any Crown lands within a proclaimed gold-field [but not situated within any area specially excluded from sale and not under actual occupation for gold-mining purposes] shall be open to be conditionally purchased subject to the conditions and provisions of this Act applicable to conditional purchases hereinbefore set forth. But all lands purchased under the provisions of this section shall be held subject to the conditions and provisions following that is to say—

(1.) Any person specially authorized in writing by the Minister may at any time dig mine and search for gold in and over such lands.

(2.) If such lands shall be found to contain auriferous deposits the Governor may annul the sale thereof whereupon the conditional purchaser shall be entitled to compensation to be determined by appraisement for the value of the said lands other than in respect of such deposits but inclusive of any improvements thereon.

Temporary boundaries of land until surveyed by Government.

41. Whenssoever any Crown land shall not have been surveyed by the Government before the conditional purchase thereof temporary boundaries of the land so purchased commencing from some well-defined point shall be determined by the conditional purchaser who in such case shall within *sixty* days from date of application reside upon the land as his *boná fide* residence. And any dispute between such purchaser and any other person other than a holder in fee simple or his alienee claiming any interest therein respecting such boundaries shall be settled by arbitration.

Where purchaser may withdraw and obtain refund.

42. If land conditionally purchased shall not have been marked on the ground by the authority of the Government within *twelve* months from the date of application the purchaser may if he shall have duly resided on the land by notice in writing delivered to the land agent for the district within *thirty* days from the expiration of the said *twelve* months withdraw his application and thereupon he shall be entitled to a refund of any deposit paid by him or he may have the land surveyed by any authorized licensed surveyor and the expense of such survey in accordance with the scale of charges fixed by the Surveyor General shall be allowed to such purchaser as part payment of his purchase money. But if such land shall be marked by the Government at any time prior to the receipt of such notice by the land agent although the same may not in fact have been marked within such period of *twelve* months the purchaser shall not be entitled to withdraw his application and obtain such refund as aforesaid.

Land to be taken as measured.

43. Crown lands conditionally purchased shall if measured by the authority of the Government before purchase be taken in portions as measured if not exceeding *six hundred and forty* acres unless the applicant shall apply to purchase a part of such portion and shall pay the cost of the survey by way of subdivision of the same and the Minister shall approve thereof. But no lands measured for mineral leases shall be considered as measured within the meaning of this section nor shall any land be considered to be measured until the plans of the measurement shall have been approved by the Surveyor General or some officer deputed by him.

44. All land conditionally purchased if unmeasured and having a frontage shall subject to the provisions hereinafter contained have a depth of not less than *sixty* chains for any area not exceeding *one hundred and eighty* acres and for any larger area shall have a depth of not less than *twice* the frontage and shall have the other boundaries directed to the cardinal points but if having no frontage shall be measured in a rectangular block of which the sides including each right angle shall be in the proportion of *two to one* and with boundaries directed to such cardinal points.

Form of measurement where land unmeasured.

45. Notwithstanding anything in the next preceding section whenever it shall appear to the Minister desirable the boundaries of portions having frontages may be made approximately at right angles with the frontage and may be so applied for and may be otherwise modified although such modification may have the effect of altering the frontage or depth of any portion or the direction of any other boundaries thereof as hereinbefore prescribed and the boundaries of portions having no frontages may be modified in like manner and necessary roadways may be excluded from any measurement.

Modification of boundaries &c.

46. If any part of a measured portion of Crown lands shall be improved to the value of *forty pounds* or more the residue of such measured portion being not less than *forty* acres shall subject to the approval of the Minister be open to conditional purchase in the same way as other Crown lands subject to the provisions of this Act and to the Regulations and any person who shall apply to conditionally purchase the said residue shall lodge with his application the cost of subdivision.

If part of measured portion improved residue may be conditionally purchased.

47. No error or uncertainty in the description of land conditionally purchased either before or after the passing of this Act shall invalidate the purchase in any case where the Minister is satisfied that the land occupied by the conditional purchaser is the land intended to be described in his application. And if the Minister shall at any time notify to a conditional purchaser the description of the land purchased by him as finally approved of by such Minister such notification shall be conclusive evidence that the land therein described is the land conditionally purchased.

Error in description not to invalidate purchase.

48. No person shall become the conditional purchaser of any Crown land who is in respect of the land which he applies to purchase or any part thereof a servant of or an agent or trustee for any other person or who at the time of his application has entered into any agreement express or implied to permit any other person to acquire by purchase or otherwise any such land or part thereof. And all contracts agreements and securities made entered into and given with the intent of violating or which (if the same were valid) would have the effect of violating the provisions of this section and all contracts and agreements relating to land hereafter conditionally purchased made or entered into before at or after such purchase and to take effect wholly or in part at or after the completion of the conditions presented by this Act shall be illegal and absolutely void both at Law and in Equity. And if any person shall in violation of the provisions of this section become the conditional purchaser of any land all the right title and interest of the conditional purchaser or of his assignee having notice of such violation and all moneys paid in respect of such land and the land itself with all improvements thereon shall on notification to that effect in the *Gazette* be absolutely forfeited and the said land shall again become Crown lands open for conditional purchase or sale by auction as the case may be under the provisions of this Act.

Contracts by conditional purchasers void in certain cases.

49. Any person who shall enter into any such contract or agreement as is declared to be illegal by the last preceding section of this Act shall be guilty of a misdemeanor and on conviction thereof be imprisoned and kept to hard labour for any term not exceeding *two* years.

Entering into illegal contract misdemeanor.

Owners of conditional purchase under twenty-one years of age to be liable upon contracts.

50. Every conditional purchaser between the ages of *sixteen* and *twenty-one* years who either personally or by agent shall enter into any agreement for or in relation to the performance of any work or rendering of any services on such conditional purchase or in relation thereto or shall enter into any agreement for or in relation to the loan of money or the sale or purchase of goods and chattels of any description whatsoever or into any agreement connected with the occupation management or general purposes of such conditional purchase not contrary to this Act shall be subject to the same liabilities and have the same rights in respect of such agreement as if he were of the full age of *twenty-one* years.

Devolution of conditional purchase.

51. If any conditional purchaser of Crown land shall die before the fulfilment of all the conditions hereinbefore prescribed the land so purchased shall be held by his executors or administrators as the case may be subject to the fulfilment by them of all unfulfilled conditions except the condition of residence but in trust for and for the benefit of the persons rightfully entitled. But a *bonâ fide* transfer for value by such executors or administrators authorized by any will or by their powers or duties as executors or administrators shall be held to transfer the fee-simple subject only to the payment of any unpaid balance of purchase money and interest if any. And any sale transfer or other disposition whatsoever of the estate right title or interest of any such conditional purchaser by an official assignee or other authority upon the insolvency of such purchaser or by a Sheriff or Registrar of a District Court or any other person by virtue or under the authority of any writ of execution or other process of any Court or by the Trustees of any deed of assignment for the benefit of creditors or by any person under any decree or order of any Court shall pass to a purchaser only such estate right title or interest as the conditional purchaser himself was entitled to at the date of sequestration writ process decree order or assignment respectively and subject to all conditions annexed by this Act to the estate of a conditional purchaser remaining unfulfilled at such date as aforesaid.

Provisions as to forfeited and reverting lands.

52. After the commencement of this Act any land which by reason of non-compliance with the conditions of the law in force for the time being shall be declared to be forfeited or which shall have reverted to Her Majesty shall upon a notification of the forfeiture or reverter in the *Gazette* be deemed to have become Crown lands.

PART IV.

Sales by Auction and in consideration of Improvements.

AUCTION SALES.

Disposal of Crown lands without conditions of residence and improvement.

53. It shall be lawful for the Governor to sell and grant Crown lands without conditions of residence or improvement subject to the conditions and provisions following, *viz.* :—

- (1.) The sale of such lands shall be by public auction only and the lands shall be put up in lots not exceeding *six hundred and forty acres* each.
- (2.) Such sales shall take place at the times and places notified by the Minister in the *Gazette* not being more than *three months* nor less than *one month* before the appointed day of sale.
- (3.) The upset price per acre shall not be less than *eight pounds* for Town Lands *two pounds* for Suburban Lands and *one pound* for other lands. Provided always that such upset prices may be increased by the Minister from time to time and if increased the same may be restored to the upset prices herein specified.

54. A deposit of *twenty-five per centum* of the purchase money for all lands sold by auction under this Act shall be paid by the purchaser at the time of sale. And unless the balance of such purchase money be paid within *three months* thereafter the sale and contract shall be void and the deposit shall be forfeited. Should any purchaser fail to pay the deposit at the time of sale the land shall be forthwith again put up by the agent and no bid by the person so failing to pay shall be again accepted on that sale day.

Payment of purchase
monies.

55. The holder of any lease or prelease of Crown lands containing improvements made before the expiration of the term may apply to purchase and the Governor may sell and grant to such holder any portion of such lands without competition subject to the restrictions and conditions following viz. :—

IMPROVEMENT
SALES.

Sales in consideration
of improvements by
lessees.

- (1.) The minimum area capable of being purchased shall be *forty acres*.
- (2.) The maximum area open to purchase in any one year shall be *forty acres* out of any lease or prelease not exceeding *one thousand nine hundred and twenty acres* and *one forty-eighth* part out of any lease or prelease exceeding *one thousand nine hundred and twenty acres*.
- (3.) The price shall be determined by appraisement but shall in no case be less than *one pound* per acre.
- (4.) The value of the improvements shall (if disputed) be determined as aforesaid but shall not be less than *one pound* per acre.

Provided that such sales shall be made in accordance with the general subdivision of the land (if measured) and shall embrace only portions on which improvements actually stand.

56. The Governor may sell and grant without competition improved lands within a proclaimed gold field to the owners of the improvement being holders of miners' rights or business licenses at a price to be fixed by appraisement not being less than *eight pounds* per acre for town lands and *two pounds ten shillings* per acre or any less area of suburban or lands reserved from conditional sale. Provided that the price so to be fixed shall be exclusive of the value of the improvements and that improvements of value equal to the respective minimum prices of such lands shall be sufficient for the purpose of such application. Provided also that such sales shall be made in accordance with the general subdivision of the land and shall embrace only the allotment or portion on which improvements actually stand and that the area shall not for each improvement exceed *half an acre* for town land and *two acres* for suburban or other land and that not more than one portion on any one gold field shall be sold to any one person. Provided lastly that the Governor may annul any sale if the land sold be found to contain auriferous deposits but subject to compensation to be determined by appraisement for the value thereof other than in respect of such deposits.

Sale of improved
lands on gold field
and town and
suburban lands.

57. The improvements in respect of which any land may be sold and granted shall be any work of a fixed character such as would render more beneficial the occupation and use of the said land and which shall have been constructed placed made or maintained at the cost of the person applying to purchase or of the person or persons either singly or continuously through whom such applicant claims. Provided that such improvements have not at any time before been used for a like purpose.

Character of im-
provements to entitle
to purchase.

58. No person shall be entitled in virtue of improvement to purchase lands other than town or suburban lands unless the improvements shall be of the value of *forty pounds* or more and shall be so situated

Value of improve-
ments to entitle
holder to purchase.

situated that it shall be possible to include them within an area of *forty acres* or upwards measured in accordance with the Regulations.

Value of improvements to bar conditional purchase.

59. No improvements on any Crown lands shall exempt such lands from conditional sale or pre-lease unless such improvements shall be of the value of *forty pounds* but subject thereto improvements on such lands shall be deemed sufficient for such exemption if they shall be of the appraised value of *twenty shillings* per acre.

No sale on reserves by virtue of improvements.

60. No holder of any lease or promise of a lease of Crown lands shall be entitled to purchase any Crown lands situate in any reserve by virtue of any improvements already or hereafter to be made by such lessee or promisee unless such improvements shall have been made before the notification of the reserve. And if any such lessee or promisee shall place any improvements on any reserve not authorized by the Central Land Board (which authority the said Board is hereby empowered to give at any time before the actual construction placing or maintenance of such improvements but not afterwards) the lands comprised in such reserve shall thereupon be withdrawn from the lease or pre-lease as the case may be.

Sales without competition in special cases.

61. In cases where any portion of Crown land is so situated that access thereto is not attainable without great inconvenience or where such portion is insufficient in area for purposes of conditional or auction sale or lies between land already granted and a street or road which forms or should form the way of approach to such granted land or in any case where buildings erected on lands already granted have extended over Crown land or in any other cases of a like kind the Governor may sell and grant such lands to the holder of the adjacent lands without competition in such manner and in such proportions as to meet the justice of the case and at an appraised price but being not less than the minimum upset price per acre of the class of land specified in the *fifty-third* section hereof.

PART V.

ORDINARY LEASES
FOR PASTORAL
PURPOSES.

Ordinary Leases for Pastoral purposes—Pre-leases—Special Leases—Leases Generally.

Proclamation of
Pastoral Districts.

62. The Governor may proclaim as Pastoral Districts within which Crown lands may be leased for pastoral purposes any areas of Crown land within the Colony and may from time to time redistribute and alter the boundaries of such Pastoral Districts or of any such district already or hereafter to be proclaimed. And every such proclamation shall contain a description of the Pastoral District so to be proclaimed and shall be published in the *Gazette*. Provided that the existing proclamations of Pastoral Districts shall for the purposes only for which such districts may have been proclaimed or determined remain in full force and effect until the same shall be altered annulled or redistributed under this Act.

What lands exempt
from lease for pas-
toral purposes.

63. All Crown lands lying within any area as described in subsection (3) of section *twenty-two* hereof and all lands permanently reserved or dedicated under any Act hereby repealed or under this Act shall be excluded from lease for pastoral purposes.

Conversion of old
leases into leases
under this Act.

64. Any pastoral or pre-emptive lease granted under any of the Acts hereby repealed shall on its expiration be converted into a lease for the like period under this Act by payment to the Colonial Treasurer or Land Agent as the case may be not later than *two* months from the date of a notice in the *Gazette* to that effect of rent to be determined as hereinafter provided.

65. The Governor may by notification in the *Gazette* withdraw ^{Withdrawal of land} or resume from any lease any lands which may be required for any of ^{from lease.} the purposes specified in the *ninth* section hereof and in addition thereto for any of the purposes following viz. :—

- (1.) For the passage of stock
- (2.) For access to any run or block in cases where access thereto would otherwise be impossible or unusually difficult
- (3.) For the working of any gold fields or other mineral lands

And any lessee out of whose leased lands any such resumption shall be made shall be entitled to compensation therefor but only by way of refund or abatement of rent in proportion to the area resumed And such lessee may also if he think fit surrender his lease and have the full balance of rent refunded for the unexpired portion of the time for which it was paid.

66. The Governor may lease any Crown lands not exempted ^{Lands how leased.} from lease under the provisions of this Act and not withdrawn from lease by virtue of any notification in the *Gazette* heretofore or hereafter to be published And it shall not be necessary that any such lease be in writing.

67. Leases of Crown lands granted under the "Crown Lands ^{Renewal of leases.} Occupation Act of 1861" or under this Act may on their termination be renewed from time to time for a further term of *five years* subject however to the conditions following viz. :—

- (1.) The lease of every run containing not more than *sixteen thousand acres* may be renewed from time to time subject to the provisions of this Act.
- (2.) Where the run contains more than *sixteen thousand acres* *one-fourth part* of the excess over *sixteen thousand acres* may on the expiry of the existing lease be withdrawn from the leasehold and disposed of by the Governor as ordinary lands and the like area may be withdrawn at the expiry of each succeeding term but so nevertheless that no run shall be so reduced below *sixteen thousand acres*.

68. Crown lands reserved from sale until surveyed or for water ^{Temporarily reserved} supply or for any temporary purpose authorized by any Act hereby ^{lands not withdrawn} repealed or which may hereafter be so reserved under the provisions ^{from lease.} of this Act shall not by virtue of such reservation be deemed to have been withdrawn from any leased area within which they are situated but the lessee shall in every such case subject to the provisions of this Act be entitled to depasture stock upon and otherwise use and occupy any such reserved lands in as full and beneficial a manner as if the same were unreserved Crown lands.

69. The following provisions and conditions shall after the com- ^{Provisions regulating} mencement of this Act regulate the granting of and tenure under all ^{leases &c.} ordinary leases and promises of leases for pastoral purposes including pre-emptive leases (herein termed pre-leases) :—

- (1.) The term of every such pastoral lease shall be for *five years*
- (2.) The term of every pre-lease shall be for *one year*.
- (3.) No pastoral lease of Crown lands hereafter issued shall exceed an area of *sixteen thousand acres* or be less than *six hundred and forty acres* except in the case of the renewal of existing leases.
- (4.) The rent of any run shall be determined solely by the stock-carrying power or capability thereof ascertained as hereinafter provided And the minimum capability of every run shall be estimated at *four thousand sheep* or *eight hundred head of cattle* for every *sixteen thousand acres* and a proportionate amount of stock for any greater or less area

area The rent of every run shall be at the rate of *twenty-pence* per annum for every head of cattle or horse and *four-pence* for every sheep at which such run is estimated or assessed.

- (5.) The grazing capability of every run shall be estimated by officers to be appointed or authorized by the Governor but shall in no case be lower than the minimum capability hereinbefore assigned.
- (6.) Such estimates shall be forthwith forwarded by the said officers to the Land Board of the district wherein the runs are respectively situated for the purpose of making provisional assessments thereof. And the said Board shall forward such provisional assessments to the Central Land Board which shall cause the same to be notified in the *Gazette* and a notice thereof shall at the same time be transmitted by post to the lessee or applicant.
- (7.) If the lessee or applicant shall be dissatisfied with such provisional assessment he may within *thirty days* after the publication of such notification in the *Gazette* appeal therefrom by forwarding to the Local Land Board a written notice of his intention to appeal. And such appeal shall be set down for hearing by the said Local Board on a day not later than *thirty days* from the receipt of such notice of appeal of which day at least *seven days* notice shall be given to the appellant by notice through the post.
- (8.) Every such appeal shall be heard by the Local Land Board sitting as an open Court and in accordance with the Regulations. And the said Board shall determine the subject of such appeal with all convenient speed and transmit to the Central Land Board a report thereupon.
- (9.) The Central Land Board shall upon the receipt of all such reports from Local Land Boards consider and may confirm or vary the assessments therein provisionally made. And upon confirmation or variation (as the case may be) such assessments shall be final and conclusive against both the Crown the Lessees and all other persons but the rents payable under such assessments shall be subject to re-adjustment upon any reductions of area as hereinafter provided.
- (10.) All assessments and rentals payable on the footing thereof after such confirmation or variation shall be notified in the *Gazette* and notice thereof shall also be transmitted by post to the Lessees or applicants.
- (11.) The rent so assessed and notified shall be payable in advance to the Colonial Treasurer in Sydney on or before the last day of *November* in each year. Provided that a fine shall be payable for the whole time during which any rent due shall remain unpaid after that date at the rate of *eight per centum* on the amount if not more than *three months* in arrear—and of *ten per centum* if more than *three months*. And if the rent be not paid at or before the end of *six months* after such date together with such fine the lease may then be declared forfeited.

Commencement of rent.
Addition of interest and forfeiture.

Where pastoral tenant may remove improvements from land.

70. In the event of the sale conditional or otherwise or of the pre-lease of any portion of land held under lease or promise of lease from the Crown for pastoral purposes the lessee may remove from the land so sold or pre-leased any improvements which may be upon or may adjoin the lands so sold or pre-leased if capable of removal and for this purpose he may by himself or his agents and servants have such right of entry on the lands so sold or leased as may be required for

for the purpose of such removal. And all such improvements may be removed within *three months* after notice in writing has been given to such lessee of the cancellation of the pastoral tenure either by sale or otherwise. Provided that no improvement on the said land which shall not be so removed shall be destroyed damaged or disturbed by the holder of such lease or promise of lease but he shall be entitled to be paid and may recover before the nearest Court of Petty Sessions from the person purchasing or obtaining a pre-lease of the said land compensation for such improvement in respect of such conditional purchase and pre-lease respectively such compensation to be assessed according to the value of the same to a conditional purchaser.

71. The sale conditional or otherwise of any Crown land not situated on a proclaimed Gold Field and not being a conditional purchase for mineral purposes shall after the commencement of this Act but subject to the qualification contained in the next following section entitle the purchaser to a pre-lease of so much Crown land adjoining the portion sold and whether the same be under lease for pastoral purposes or not as is equal to three times the area thereof if the same shall be duly claimed under this Act by the purchaser as a pre-lease and if the rent for the same shall be paid according to the provisions hereinafter contained and in the case of a conditional purchase if there be no available adjoining land which a conditional purchaser can claim for such pre-lease then the effect of his conditional purchase shall be to cancel three times the area thereof out of any adjoining land under any such lease subject to the conditions aforesaid.

72. The land contained within any pre-lease granted or renewed under this Act except as to the extent of *nineteen hundred and twenty acres* adjoining the freehold or conditionally purchased land shall be available for pre-lease in virtue of any conditional purchase made thereout.

73. All applications for pre-leases shall be in the form prescribed by the Regulations and be addressed to the land agent of the district.

74. Improvements which would exempt any land from conditional purchase under this Act shall in like manner and to the same extent exempt such land from pre-lease.

75. Every application for a pre-lease so lodged shall be forwarded by the land agent to the Minister who may either approve or disapprove of the same. If approved a notification thereof shall be published in the *Gazette*. Provided however that no applicant shall acquire any right to use or enter upon the land until the prescribed rent has been paid either to the Colonial Treasurer or to the land agent.

76. The intervention of any road or creek between the land by virtue of which a pre-lease is claimed and the area claimed shall not prevent the granting of the pre-lease.

77. The amount to be paid as rent for a pre-lease for the current year or the unexpired portion thereof shall where such pre-lease is applied for before the first day of July in any year be for any area not exceeding *three hundred and twenty acres twenty-six shillings* and for any larger area but not exceeding *one thousand nine hundred and twenty acres* a sum equal to *one penny* per acre or if the application be made after *the first day of July* in any year then the rent shall be paid as for half the current year to be calculated as aforesaid. And for any area exceeding *one thousand nine hundred and twenty acres* the annual rent shall be *one penny* per acre (subject to the reduction hereinafter mentioned) until the grazing capability of the land shall have been ascertained and thenceforward in accordance with such capability.

78.

Rent when grazing capability ascertained.

78. The grazing capability of every portion of Crown lands exceeding *one thousand nine hundred and twenty acres* held or which may be held under pre-lease shall be ascertained in the manner and the payments on the basis thereof shall be made at the times and subject to the conditions provided by the *sixty-ninth* section hereof. Provided that such capability when finally so ascertained shall be notified in the *Gazette* and to the pre-lessee in the manner prescribed by the said *sixty-ninth* section in relation to lands under lease for pastoral purposes.

Notification in *Gazette* &c.

Fines and forfeiture.

79. The provisions of the said *sixty-ninth* section as to fines and forfeiture on non-payment of rent shall be equally applicable to pre-lessees and pre-leases where the rent is in arrear.

Renewal of former pre-leases.

80. All pre-leases granted or promised under any of the Acts hereby repealed shall be renewed only in accordance with the provisions of this Act.

Pre-leases by other owners.

81. Holders in fee-simple of lands acquired from the Crown otherwise than for mineral purposes may pre-lease any Crown lands not within a proclaimed gold field if such lands be adjacent to the land held by them to the extent of three times the area of their respective freeholds if there be so much available adjacent Crown land but subject to the limit of exclusive pre-lease hereinbefore provided and at the same rent and on the same conditions as are respectively prescribed in the case of pre-leases by conditional purchasers.

Disposal of forfeited pre-leases &c.

82. Pre-leased lands the lease whereof has been forfeited may be leased by auction.

Sale of certain pre-leases at auction &c.

83. Crown lands not under lease for pastoral purposes or under pre-lease may be put up to lease at auction after at least *one month's* notification in the *Gazette*. Provided that the upset price shall not be less than *one penny per acre*.

SPECIAL LEASES.

Leases may be granted for special purposes.

84. The Governor may grant without competition a lease of any portion of Crown lands not exceeding *two hundred acres* for any of the purposes following that is to say for wharves bridges punt-houses ferries bathing-places landing-places saw-mills paper mills brick-kilns lime-kilns slaughter-houses quarries tanneries a fishery sericulture working mineral springs building or repairing ships or boats obtaining guano sea-weed shells limestone loam brick earth gravel or ballast for an inn store smithy bakery for mail stations or buildings for a similar purpose in a thinly populated district or for any purpose which the said Governor may consider deserving of a like privilege and may determine the annual rent therefor and may annex such conditions to the occupation thereof as may be deemed fit on the breach of any one of which the said lease may be forfeited. But no such lease shall create any right of purchase by reason of improvements on any part of the land leased if the Governor shall declare at the time of granting the lease that no such right shall attach thereto nor shall the land under such lease be during the currency thereof open to conditional or other sale on the application of any other person than the lessee for the time being.

LEASES GENERALLY.

Use of timber &c. by lessee.

85. Every person holding a lease or promise of a lease of Crown lands shall be entitled during the currency of such lease to cut and use such timber and to quarry and dig such stone gravel clay or other material for building and other purposes but only upon and in connexion with the land leased as may be required by such person in connexion with his holding but subject to the Regulations and subject also to the right of any holder of a right license or permit under Part VII of this Act and of any person duly authorized to cut and remove timber or take any material under any of the Acts hereby repealed.

86. Any person duly authorized in writing by the Minister may enter upon any Crown lands although under lease for pastoral purposes and may prospect the same and make any trial sinkings in search of any metal or mineral but only at such places as he shall describe in writing addressed to the lessee.

Prospecting &c.
allowed over leased
lands.

87. The following provisions shall take effect when any difference or dispute exists or shall arise between the occupiers of adjoining runs or pre-leases as to the common boundaries thereof:—

As to disputed
boundaries of runs
&c.

(1.) The Local Land Board of the district wherein the runs or pre-leased lands are situated may inquire into such difference or dispute and their decision and report in writing including any recommendation as to costs shall be transmitted to the Central Land Board which Board may confirm disallow or vary such decision and the decision of the Central Land Board shall be binding and conclusive on Her Majesty and the said parties respectively and the cost of such inquiry shall be borne by the said parties in such manner or proportions as they shall direct.

Boundaries to be fixed
by arbitration.

(2.) It shall be lawful for the Central Land Board to cause to be marked on the ground any boundary determined by them and such boundary so marked shall be held to be the boundary of such runs or pre-leased lands. And it shall be lawful for the said Board or any officer authorized by them to certify by their or his signature duly attached to any plan representing such boundary the accuracy of such representation and such plan shall thenceforth become and be legal evidence of such boundary.

Local Land Board to
cause to be marked.

Attestation of maps
and plans.

88. If two or more persons claim a lease or pre-lease of the same land the lease or pre-lease shall be granted to the person whose right thereto shall be established after due inquiry by the Local Land Board and final adjudication thereon by the Central Land Board.

Conflicting claims to
leases &c.

89. Notwithstanding anything hereinbefore provided with respect to the annual rentals to be paid on leases or pre-leases of Crown lands it shall be lawful for the Central Land Board from time to time upon the application of any lessee to readjust any such rental in any case where by reason of any permanent dedication or reservation or of the conditional or other sale of any portion of the lands under any such lease the area thereof has been diminished and every such readjustment shall be notified in the *Gazette* within *thirty* days from the determination thereof and shall be notified also to the lessee and the rent shall thereupon be paid according to such readjusted rate in accordance with the provisions of this Act but no such readjustment shall take effect by way of reducing the rent until the year following that during which the same shall have been made.

Readjustment of
rent where area of
runs reduced by
conditional purchases
&c.

90. The leases of forfeited or abandoned runs may be submitted to sale by auction for the term of *five years* at an annual upset rental of not less than *one penny* per acre of the estimated area and the whole rental for the first year shall be paid in advance at the time of sale.

Runs in certain cases
may be let at auction.

91. The interest in any Crown lands held under a lease whether granted or promised before or after the passing of this Act shall be deemed to be a chattel interest for all purposes and every such interest may be transferred by writing attested by a Justice of the Peace Notary Public or Commissioner of the Supreme Court in the form prescribed by the regulations thereof and shall devolve on the death or insolvency of the holder in the same manner as other chattel real property.

Interest in run lease
&c. a transferable
chattel &c.

92. No lease or promise thereof granted under this Act or any Act hereby repealed shall be avoided or declared forfeited on the breach of any condition by the lessee or promisee unless at the instance and option of the Crown.

No forfeiture of
lease except at
instance of Crown.

PART VI.

LOCAL LAND BOARDS.

Local Land Boards—The Central Land Board.

93. The Governor may appoint a Land Board for each Land District consisting of not more than *five* persons and may fill up any vacancies in such Board and may also nominate and appoint one of such persons to be the Chairman of such Board who shall be paid such annual salary as shall be appropriated by Parliament And each of the other members of the Board shall be paid such a fee not exceeding *ten shillings* for each sitting as may be in like manner appropriated But no member of a Board who is a salaried public officer shall be entitled to any remuneration for his services on the Board.

Quorum. Casting
vote.

94. A majority of any Local Land Board shall constitute a quorum and the Chairman shall have a casting but not an original vote on any question brought before or referred to such Board.

95. It shall be the duty of every Local Land Board and such Board shall have full power and authority to hear examine and report to the Central Land Board upon—

- (1.) Any matter referred to such Local Land Board by the Minister or by the Central Land Board for report which under the provisions of this Act or any Act hereby repealed might have been or be the subject of claim arbitration appraisement or complaint.
- (2.) Any claim for compensation or for a grant lease or license authorized by this Act or any of the Acts hereby repealed.
- (3.) Any complaint of non-fulfilment by a conditional purchaser of any condition as to residence improvement or otherwise required by this or any of the said repealed Acts.

Oath of office.

96. Each member of a Local Land Board shall as soon as convenient after his appointment and before proceeding to act take and subscribe before a District Court Judge or Police Magistrate the oath or declaration set forth in the second Schedule hereto and the Minister shall cause the said oath so subscribed or declaration so made to be recorded in his office.

Second Schedule.

Board to sit as open
Court.

97. A Local Land Board shall hear as in open Court every claim complaint or matter brought before them under the provisions of this Act and shall in examining and reporting on the same be guided by the real merits of the case and by considerations of substantial justice and equity.

Security for costs.

98. Every person not being duly authorized by the Minister desirous of lodging any information or complaint before a Local Land Board shall before the holding of any inquiry thereon by the Board pay into the hands of the Land Agent of the district the sum of *twenty pounds* as security for any costs which may be awarded against him by the said Board.

Report may be
remitted.

99. It shall be lawful for the Central Land Board to return to any Local Land Board any report made by such Local Land Board for revision or further consideration.

Deputy Chairman.

100. In the absence of the Chairman a Local Land Board may elect one of their number to act as Chairman who shall in that case have the powers and authorities of a Chairman duly appointed under the provisions of this Act.

CENTRAL LAND
BOARD.

quorum.

101. It shall be lawful for the Governor to appoint any number of persons not exceeding *six* who with the Minister sitting *ex-officio* as President thereof shall constitute a Board of *seven* persons to be called "the Central Land Board" And any *three* members (of whom the President shall be one) shall form a quorum.

102. Of the *six* persons so to be appointed at least *three* shall be public officers who shall not be entitled to any remuneration for their services but each of the non-official members of the Board (if any) shall be entitled to a fee for each sitting not exceeding *fifteen* shillings if Parliament shall appropriate a sum of money for that purpose.

Constitution &c. of Board.

103. It shall be lawful for the Central Land Board to hold meetings in any Pastoral or Land District in any case where in the opinion of the President it shall appear expedient And in any such case the President if himself unable to attend shall nominate by writing under his hand some member of such Board to act as Chairman thereof who shall have the like powers and authorities as the President

Central Board may be ambulatory.

104. The President of the Central Land Board and the Chairman of every Local Land Board shall have and may exercise the like powers and authorities to summon and compel the attendance of witnesses to give evidence on any claim complaint or matter as aforesaid and to produce all deeds and documents in their possession or control relating thereto and also the like power to administer oaths as are respectively conferred on Justices of the Peace by any Acts in force for the time being regulating proceedings on summary convictions And all witnesses summoned to attend before any such Board shall be entitled to the like allowance for travelling expenses as is provided by law for witnesses attending a District Court.

GENERAL PROVISION AS TO LAND BOARDS.

Powers of Chairman &c.

105. In addition to the duties powers and authorities by this Act imposed or conferred on the Central Land Board such Board shall be the proper authority to determine upon and declare any forfeiture which may have accrued under any Act hereby repealed or may accrue under this Act And the said Board shall for that purpose have power to send any case to a Local Land Board for report.

Central Board to declare forfeitures.

106. No member of either branch of the Legislature and no person practising the profession of a Land Agent shall be appointed or be competent to sit as a member of any Local Land Board or of the Central Land Board.

Disqualifications.

107. It shall be lawful for the Governor to frame Regulations for the hearing and generally for the conduct of proceedings and business by and before Local Land Boards and the Central Land Board respectively and for the apportionment of fees to the non-official members thereof.

Regulations.

PART VII.

State Forests—Timber Reserves—Licenses—Permits.

108. It shall be lawful for the Governor by notification in the *Gazette* to proclaim any areas of Crown lands therein described to be State forests and in like manner to reserve from sale any such areas as Timber reserves for the purpose in each case of preserving under due regulations and supervision the growth and succession of timber trees and of preventing so far as practicable the destruction and exhaustion of the public forests And all such proclamations and reservations shall unless the Governor otherwise declare have the effect of permanent dedications under this Act.

State forests and timber reserves.

109. State forests may be subdivided into such blocks as the Minister may think fit And for the purpose of carrying out such subdivision all existing Forest reserves and Timber reserves may be reserved from sale lease or otherwise as the Minister may think proper until so subdivided.

Subdivision of State forests.

110. Any State forest or a portion thereof may by notification in the *Gazette* be permanently dedicated or reserved for a specified period by the Governor for the conservation of timber for railway or other public

Exemption for railway and other purposes.

public purposes and upon publication of such notification such forest or portion thereof shall not during the term of reservation be open to timber or other licenses or permits under the provisions of this Act.

Regulations for State forests and timber reserves.

111. It shall be lawful for the Governor to frame regulations for the issue of licenses or rights to cut and remove timber on State forests and also for the issue of permits to cut and remove timber from Timber reserves and also for the issue of wood-cutters' licenses and of licenses and permits to dig for and remove from State forests timber reserves or Crown lands whether under lease or not any gravel stone clay shells or other material—

- (1.) The rights or licenses to cut timber on a State forest shall be for one or more specified blocks in such forest and may be sold by auction at the Lands Office of the district in which the forest is situated or by tender as the Minister may think fit
- (2.) Such rights or licenses in State forests shall be for a term not exceeding *one year* unless in special cases the Minister may think fit to extend such term but no such extended term shall exceed *three years*
- (4.) The upset rent shall be not less than *ten pounds* per annum for each block of *six hundred and forty* acres and a proportionate amount for each *one hundred and sixty* acres in excess of that area. And every holder of a right to cut timber shall in addition to his rent pay such royalty according to the class of timber cut at such times and places and subject to such conditions as may be fixed by the Regulations
- (5.) Permits to cut and remove timber on timber reserves or on any such reserve and licenses to cut timber thereon may be issued for a year or any less term not being less than one month at an annual fee of not less than *six pounds* and a proportionate fee for shorter terms. Such permits may also be issued for any specified number of trees at a rate not less than *shillings* for each tree. General permits may also be issued for the supply of saw-mills for any term not exceeding one year at an annual rate of *six pounds* and subject to a royalty according to the scale fixed by the Regulations
- (6.) Licenses may be issued to cut piles for the erection of jetties wharves and for other purposes on such terms and conditions as may be fixed by the Regulations
- (7.) All fees or sums of money payable in respect of any rights to cut timber or in respect of licenses or permits shall be payable in advance

And such Regulations may prescribe the forms and conditions to be contained in any right to cut timber license or permit and may fix the rents or fees to be payable by the holder of any license or permit wheresoever the same shall not have been fixed by this Act and may provide for the forfeiture of any rights licenses or permits for the enforcement of rents royalties or fees for the removal of felled timber for the licensing of sites for saw-mills and the agistment of stock for the limitation of girth of trees to be felled for preventing or permitting the ring-barking of trees for the issue of wattle bark permits for the marking of stumps and logs of felled trees for the seizure and sale of timber cut without authority and for defining the power and privileges conferred by rights licenses and permits. And such Regulations may also provide for the imposition of penalties and fines for the infringement or violation of any such regulation made under the authority of this Act but no such penalty shall exceed the sum of *ten pounds*.

Forfeitures may be declared.

112. The breach of any condition or obligation or the failure to perform any act or matter specified in any right to cut timber license or permit issued under the authority of this Act shall have the effect of forfeiting such right license or permit upon a declaration of forfeiture by the Central Land Board.

PART VIII.

Procedure—Miscellaneous.

113. Whenever by this Act it is expressed or indicated that the amount of any sum as compensation or the value of any improvements or any matter whatsoever is to be determined by or referred to appraisal or arbitration such appraisal or arbitration shall be regulated and conducted in manner hereinafter mentioned and the provisions herein contained shall apply equally to matters arising before or after the commencement of this Act and whether the same shall be matters for appraisal or for arbitration and for the purposes of the procedure herein described the term "arbitrator" includes "appraiser" and "arbitration" includes "appraisal."

ARBITRATION
Conduct of matters referred to arbitration or appraisal.

(1.) The Minister or an officer authorized by him in that behalf and the claimant or the parties interested may concur in the appointment of a single arbitrator but failing such concurrence each party on the request in writing of the other shall appoint an arbitrator as the case may require by whom the matter shall be determined. And every such appointment shall be made by the Minister or officer and the claimant or by the parties to the matter in dispute under their hands in writing or if such party be a corporation aggregate under its common seal and such appointment shall be delivered to the arbitrators and attached to the award when made and shall be deemed a submission to arbitration as the case may be by the parties making the same.

Appointment of arbitrators.

(2.) After the making of any such appointment the same shall not be revoked without the consent of both parties nor shall the death of either party operate as a revocation.

Appointment not to be revoked without consent of both parties.

(3.) If after any such dispute or matter shall have been referred to arbitration and a notice in writing shall have been given by one party who has himself duly appointed an arbitrator to the other party stating the dispute or matter to be determined and accompanied by a copy of such appointment the party to whom notice is given fail to appoint an arbitrator within the space of *thirty days* after such notice the arbitrator appointed by the party giving the notice shall be deemed to be appointed by and shall act on behalf of both parties.

Single arbitrator to act in certain cases.

(4.) The award of any arbitrator or arbitrators appointed in pursuance of this Act shall be binding final and conclusive upon all parties to the arbitration for all intents and purposes whatsoever.

Award to be final.

(5.) If before the determination of any matter so referred any arbitrator die or refuse or become incapable to act the party by whom such arbitrator was appointed may appoint in writing another person in his stead and if he fail so to do for the space of *thirty days* after notice in writing from the other party in that behalf the remaining arbitrator may proceed *ex parte* and every arbitrator so appointed shall have the same powers and authorities as were vested in the arbitrator in whose stead the appointment is made.

In case of death of or failure to act by arbitrator when more than one appointed.

(6.) In case a single arbitrator die or become incapable to act before the making of his award or fail to make his award by delivering it to the Minister within *sixty days* after his appointment or within such extended time (if any) not exceeding *thirty days* as shall have been duly appointed by him for that purpose the matters referred to him shall be again referred to arbitration under the provisions of this Act as if no former reference had been made.

In case of death or failure to make award by a sole arbitrator.

Appointment of
umpire.

(7.) In case there be more than one arbitrator the arbitrators shall before they enter upon the reference appoint by writing under their hands an umpire and if the person appointed to be umpire die or become incapable to act the arbitrators shall forthwith appoint another person in his stead and in case the arbitrators neglect or refuse to appoint an umpire for *thirty days* the Minister may appoint an umpire and he is hereby empowered so to do and the award of the umpire shall be binding final and conclusive upon all parties concerned for all intents and purposes whatsoever.

Determination of
umpire in certain
cases.

(8.) In case arbitrators fail to make their award within *sixty days* after the day on which the last of them was appointed or within such extended time not exceeding *thirty days* (if any) as shall have been duly appointed by them for that purpose the matter referred shall be determined by the umpire and the provisions of this Act with respect to the time for making an award and with respect to extending the same in the case of a single arbitrator shall apply to any umpirage.

Production upon
arbitration of docu-
ments.

(9.) Any arbitrator or umpire appointed by virtue of this Act may require the production of such documents in the possession or power of either party as he may think necessary for determining the matters referred and may examine the parties as witnesses on oath.

As to costs upon
award.

(10.) All costs of and consequent upon the reference shall be in the discretion of the arbitrator or arbitrators or of the umpire in case the matters referred are determined by an umpire and any person to whom by any award any fees or costs may be directed to be paid may recover the same in an action of debt from the person ordered by such award to pay such fees or costs.

Submission to arbi-
tration may be made
rule of Court.

(11.) Any submission to arbitration under the provisions of this Act may be made a rule of the Supreme Court of the said Colony on the application of any party thereto.

Declaration by
appraiser arbitrator
and umpire.

(12.) Before any arbitrator or umpire shall enter upon the consideration of any matter referred to him as aforesaid he shall make out and subscribe a declaration in the form following before a Justice of the Peace (that is to say)—

I A.B. do solemnly and sincerely declare that I am not directly or indirectly interested in the matter referred to me and that I will faithfully honestly and to the best of my skill and ability hear and determine the same under the "Crown Lands Act of 1878."

Declaration to be
annexed to award.

(13.) And such declaration shall be annexed to the award when made and if any arbitrator or umpire shall wilfully act contrary to such declaration he shall be guilty of a misdemeanor.

Appointment and
award not to be set
aside for informality.
Award to be sent to
Minister.

(14.) No appointment or award shall be set aside for irregularity or error in matter of form.

(15.) Every award shall be in writing and shall be transmitted by the arbitrator or umpire to the Minister and shall be deposited in his office.

General power to
make Regulations.

114. It shall be lawful for the Governor in addition to any express power hereinbefore conferred upon the said Governor to make Regulations in respect of any specified matters to frame Regulations for the purpose of giving full effect to the provisions of this Act and particularly for the following purposes viz. :—

- (1.) For the survey and measurement of Crown lands
- (2.) For prescribing the form of all applications leases licenses permits and other instruments
- (3.) For determining by lot between rival applications

(4.)

- (4.) For prescribing the forms of all Statutory declarations authorized or required by this Act
- (5.) For defining the mode of procedure and general conduct of business by the Central Land Board and Local Land Boards
- (6.) For determining the extent of the rights of lessees to cut timber and take material from leased land
- (7.) For defining the conditions subject to which prospecting on leased land shall be permitted
- (8.) For the regulation of Pasturage and Temporary Commons and for the use of reserved portions on Commons by travelling stock and by the horses and cattle of teamsters travellers and carriers
- (9.) For defining the mode of entering applications for purchases keeping records and accounts by land agents and other officers for the purposes of this Act and for the transmission of particulars thereof and remittances to the proper officers

And all such Regulations shall on publication in the *Gazette* have the full force of law And a copy of every such Regulation shall be laid before both Houses of Parliament within *fourteen* days from the making thereof if Parliament be then in Session and if not then within *fourteen* days after the commencement of the next ensuing Session.

115. The Governor may from time to time by a notice in the *Gazette* proclaim Land Districts and define their limits and areas for the purposes of this Act and may from time to time by any such notice alter and vary such limits and areas.

Power to proclaim land districts.

116. It shall be lawful for the Governor to appoint such officers and servants for the purpose of carrying out the provisions of this Act as he may think necessary and to determine the salaries or other mode of remuneration to be paid to such officers and servants And all such salaries and remuneration shall be paid out of such sums as may be appropriated by Parliament Provided that in any case where the Governor shall think fit he may require such guarantee or security to be provided for the faithful performance of his duties by any such person so to be appointed as he may think proper.

Power to appoint officers.

117. It shall be lawful for the Trustees of Crown lands heretofore or hereafter dedicated or any portion whereof is or shall be dedicated or set apart as a race-course or cricket-ground to charge admission or entrance fees for the purpose of improving such lands And such Trustees may subject to the approval of the Central Land Board make Regulations for the levying and recovery of such fees and all such Regulations shall have the same effect and be dealt with in every respect as Regulations under the *one hundred and fourteenth* section hereof.

Trustees of race-courses and cricket grounds may make charges for admission.

118. Any person driving stock along any track used or required for the purpose of travelling may depasture the same on any Crown lands within the distance of one-half mile of such track notwithstanding any lease of any such lands for pastoral purposes Provided that unless prevented by rain or flood horses or cattle shall be moved at least ten miles and sheep at least six miles in one and the same direction within every successive period of twenty-four hours.

Passage of stock.

119. A copy of any application document or instrument of any kind whatsoever relating to any matter whatsoever authorized permitted or required under any Act or regulation hereby repealed or under this Act and whether of the original or of any press copy thereof and of any endorsement or memorandum upon the same certified by the officer having the custody thereof to be correct shall be admissible in evidence in every case in which the original would be admissible

Copies of documents to be evidence.

admissible and without proof that the person so certifying is the officer having the custody thereof if he shall state in his certificate that he has such custody.

Descriptions of leased lands.

120. In any instrument or notification authorized by this Act it shall be sufficient if the land thereby granted leased dedicated or reserved or intended so to be defined by a general description of such land and of the boundaries thereof and no such instrument shall be held to be void by reason of the imperfection of any such description so long as such land shall be defined with reasonable certainty.

Right of lease may be given in evidence in actions.

121. In any action or suit brought to recover possession or to recover damages for trespass upon or otherwise in relation to any Crown lands of which no lease from the Crown shall have been issued it shall be lawful for any party thereto to plead and put in evidence any promise engagement or contract from or with the Crown or any persons lawfully authorized of or for a lease thereof of such lands and such promise engagement or contract shall as between the parties to such action or suit have the same effect as if a lease from the Crown of such lands had been duly issued in pursuance of such promise engagement or contract.

Removal of boundary-mark to be a misdemeanor.

122. If any person shall wilfully obliterate remove or deface any boundary-mark which may have been made or erected by the authority of any Land Board or of the Surveyor General or by any authorized licensed surveyor or by or under the direction of any authorized officer arbitrators or umpire he shall be guilty of a misdemeanor and shall on conviction be liable to a fine not exceeding *one hundred pounds* or to be imprisoned for any term not exceeding *six months*.

Removal of trespassers.

123. On information in writing preferred by any Commissioner of Crown lands or other person duly authorized to any Justice of the Peace setting forth that any person is in the unlawful or unauthorized occupation of any Crown land such Justice shall issue his summons for the appearance before any two or more Justices of the Peace at a place and time therein specified of the person so informed against. And at such time and place such Justices on the appearance of such person or on due proof of the service of such summons on him or at his usual or last place of abode or business shall hear and determine the subject matter of such information. And on being satisfied of the truth thereof either by the admission of the person informed against or on other sufficient evidence such Justices shall issue their warrant addressed to the Commissioner of Crown Lands or to any Chief or District Constable or other proper officer requiring him forthwith to dispossess and remove such person from such land and to take possession of the same on behalf of Her Majesty and the person to whom such warrant is addressed shall forthwith carry the same into execution. Provided always that the jurisdiction of such Justices shall not be deemed to be ousted by any claim of right or title to land raised at the hearing whether made *bona fide* or otherwise.

Penalties for trespassing on Crown lands.

124. Any person without lawful authority who shall be found occupying any Crown land or land granted reserved or dedicated for any public purpose either by residing or by erecting any hut or building thereon or by clearing digging-up or enclosing or cultivating any part thereof or by cutting timber other than firewood not for sale thereon or by obtaining stone therefrom or otherwise shall incur a penalty not exceeding *five pounds* for the first offence and not exceeding *ten pounds* for the second offence and not exceeding *twenty pounds* for the third or any subsequent offence which penalties shall be recovered before any two or more Justices of the Peace upon the information or complaint on oath of any Commissioner of Crown Lands or other person authorized by the Minister in that behalf. And any Crown lands set apart reserved or used for the purpose of travelling stock shall

shall be deemed to be Crown land within the meaning of this section Provided that no information shall be laid for any second or subsequent offence until *thirty* clear days shall have elapsed from the date of the previous conviction.

125. All actions or other proceedings against any officer or person for anything wrongfully done or omitted by him in the exercise of any power or authority under this Act or otherwise under or by virtue of this Act shall be commenced within *twelve* months after the act or omission complained of And notice in writing of any such action or proceedings shall be given to the defendant *one month* at least before the commencement of the same And in every such action or proceeding the defendant may plead the general issue and give this Act and the special matter in evidence And no plaintiff shall recover if tender of sufficient amends shall have been made before action or if a sufficient sum of money shall have been paid into Court after proceedings taken by or on behalf of the defendant together with the costs incurred up to that time And if a verdict shall pass for the defendant or the plaintiff shall be nonsuited or discontinued or if upon demurrer or otherwise judgment shall be given against the plaintiff the defendant shall recover his full costs as between attorney and client and have the like remedy for the same as any defendant has by law in other cases.

Limitation of actions.

126. The production of the *Gazette* containing any Regulation purporting to be made under the authority of this Act shall be sufficient *prima facie* evidence of such Regulation and that all the provisions of this Act relating to the making thereof have been duly complied with and that such Regulation is in full force and effect and if any person shall dispute the validity of any such Regulation the burden of proving invalidity shall be upon such person.

Evidence of Regulations.

127. All penalties fines and charges imposed by this Act or by any Regulation made under its authority and all sums of money and costs made payable under this Act or any such Regulations for the recovery whereof no other procedure is hereinbefore prescribed and where the offence in respect of which the penalty or fine has accrued is not a misdemeanor may be recovered and enforced and all complaints heard in a summary way before any two Justices according to the provisions of the Act or Acts in force for the time being regulating summary proceedings before Justices and shall when recovered be paid over to the Colonial Treasurer and form part of the Consolidated Revenue Fund Provided always that no penalty fine or other sum shall be proceeded for after the expiration of *six* months from the day when the offence act omission or default in respect of which such penalty fine or sum has been incurred or become payable was committed or took place respectively And provided that any person feeling himself aggrieved by any conviction order fine penalty or charge imposed under the authority of this Act or any such Regulation where the fine or penalty exceeds *ten pounds* may appeal against the same to the Court of Quarter Sessions holden nearest to the Court of Petty Sessions wherein the conviction or order was had Such Court of Quarter Sessions shall have the power to hear and determine the matter of such appeal in a summary way and shall have and may exercise all powers vested in them by the third section of the Act fifth William the Fourth number twenty-two and the decision of such Court shall be final and conclusive in respect to the subject matter of such appeal Provided always that the person so appealing shall have given written notice seven days at the least before the hearing of such appeal of his intention to appeal and stating the grounds thereof to any one of the convicting Justices and to the officer who prosecuted the matter before the Justices and provided also that

General provision for the recovery of penalties, &c.

Appeal to Quarter Sessions allowed.

that such person (in case a fine or penalty shall have been awarded against him) shall pay into the hands of the convicting Justices the full amount thereof together with the costs awarded within one week next after such conviction or order and shall within the same time enter into a bond with two sureties approved by such Justices conditioned to prosecute such appeal with effect and to abide the event of such appeal and to pay the full amount of all such costs as shall or may on such appeal be awarded against him.

Power of entry by
survey officers.

128. It shall be lawful for any surveyor or other officer authorized by the Minister or by the Central or a Local Land Board and for any other person assisting or employed by such surveyor or officer to enter into and upon without incurring any liability any land whatsoever not being a garden orchard or ornamental plantation for the purpose of making and carrying on any survey authorized by any Act hereby repealed or by this Act or by the order of the Minister or any such Board as aforesaid and for the purpose of fixing any object to be used in the survey or any post-stone or boundary mark whatsoever and may fix and place any such object post stone or boundary mark whatsoever in the said land or upon any wall tree or post on the land of any person and may dig up any ground for the purpose of fixing any such object post stone or boundary mark and may cut down and remove any scrub or timber which may obstruct any survey line required to be run Provided always that such surveyor officer assistants and all persons employed by him or them shall do as little damage as possible in the execution of their duties.

SCHEDULES.

THE FIRST SCHEDULE.

REPEAL OF ACTS.

Year and No. of Act.	Title of Act.	Extent of Repeal.
22 Vict. No. 17	An Act to impose an Assessment on Runs in the unsettled and intermediate districts and to increase the rent of lands leased for pastoral purposes within the settled districts of New South Wales.	The whole.
25 Vict. No. 1.....	An Act for regulating the Alienation of Crown Lands.	The whole.
25 Vict. No. 2.....	An Act for regulating the Occupation of Crown Lands.	The whole.
39 Vict. No. 13	An Act to declare and amend the Laws relating to Crown Lands.	The whole.

SECOND SCHEDULE.

** Oath to be taken by Member of a Local Land Board.*

I do solemnly swear that I will execute the duties of a Member of the Local Land Board faithfully impartially and to the best of my ability and that I will not directly or indirectly take or receive or knowingly permit any other person to take or receive any fee or reward for anything done or performed or to be done and performed under and by virtue of any of the provisions of the "Crown Lands Act of 1878" other than such as is authorized by the said Act So help me God.

C.D.

Sworn before me this day of 18 .

X.Y.Z.

District Court Judge (or Police Magistrate).

* If a solemn declaration be made instead of an oath this form should be altered by substituting for the word "swear" the words "solemnly declare" and for "sworn" in the jurat the words "made and subscribed" and by omitting the words "so help me God."

1877-8.

NEW SOUTH WALES.

LANDS ACTS AMENDMENT ACT OF 1875.

(AMENDED REGULATION.)

Presented to Parliament by Command.

Department of Lands, Sydney, 22 March, 1878.

It is hereby notified, for public information, that His Excellency the Governor with the advice of the Executive Council, has been pleased to approve of the following Amended Regulation for carrying into effect the "Lands Acts Amendment Act of 1875."

JAMES S. FARNELL.

PURCHASES WITHOUT COMPETITION.

Purchase of improved Lands.

Applications.

1. Applications to purchase without competition, lands on which improvements may exist, should be in the form marked A, hereto appended, and addressed to the Crown Land Agent of the District, and must be made during the currency of the lease or promise of lease, or (if the land be within a proclaimed Gold Field) other lawful authority under which the improvements have been made, or any renewal thereof.

FORM A.—"LANDS ACTS AMENDMENT ACT, 1875."

Application for the purchase of Improved Crown Lands.

[Here state Address and nearest Post Town.]

Sir,

18

Having ["erected" or "become the proprietor of"] the improvements detailed below, and which I estimate to be worth £ , I have the honor to apply that I may be permitted to purchase, without competition, under the provisions of the "Crown Lands Alienation Act of 1861," the Crown lands on which they stand, and which are described hereunder.

The improvements referred to are now in my possession.

The Crown Lands Agent.

I have, &c.,

Nature of Improvements.

[Describe improvements in detail.]

Description of land.

County of parish of [Or where not in a town, state after parish of number
of acres, river, creek, or road on which the land is situated, and distance and direction from nearest private
property, of which state area and original purchaser or grantee, or distance and direction from nearest crossing-
place of creek, or confluence of creek or river, or other determinate point.]

If under lease, state here name of run and lessee, or, if in Gold Field, state name of Gold Field and
authority under which the land is used.]

Town of

allotment

section

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

CROWN LANDS ALIENATION ACT OF 1861.

(REPORTS, &c.)

Ordered by the Legislative Assembly to be printed, 21 May, 1878.

[Laid upon Table in accordance with promise made in answer to question 7, Votes No. 75, 17 May, 1878.]

(7.) Alienation of Crown Lands:—*Mr. Driver*, on behalf of Sir Henry Parkes, asked the Secretary for Lands, pursuant to Notice,—Whether he will lay upon the Table before Parliament is prorogued copies of Reports from Surveyors in charge of Land Districts, showing,—

- (1.) The proportion of land taken up under the 13th, 14th, 21st, and 22nd sections of the Alienation Act of 1861 for *bonâ fide* homestead selections;
- (2.) The proportion under same sections taken up for speculative purposes;
- (3.) The proportion taken up on the probable calculation of selling to Crown lessees;
- (4.) The proportion of dummy selections by Crown tenants;
- (5.) The proportion remaining after these classifications, with remarks thereon;—

Such reports having been called for by the Surveyor General, by the direction of Sir Henry Parkes, while acting for the Secretary for Lands in August last?

Mr. Farnell answered,—All the Reports have not yet been received, but those that have been received will be copied and laid upon the Table of the House on Tuesday next.

(Circular.)

Sir,

Surveyor General's Office, Sydney, 7 August, 1877.

It is desired by the Government that reports be obtained upon the present condition of lands under the 13th, 14th, 21st, and 22nd sections of the Alienation Act of 1861, and in this view my attention has been called to the following heads of inquiry, viz. :—

First. The proportion of land taken up under those clauses, and actually used in making *bonâ fide* homesteads, either agricultural, pastoral, or of a character embracing both.

Secondly. The proportion taken up for speculative purposes, such as selling to advantage after three years occupation and fulfilling the requirements of the Act.

Thirdly. The proportion taken up by persons other than the lessees of Crown lands, on the probability of their interests being purchased by Crown tenants.

Fourthly. Proportion taken up by persons acting as dummies for Crown tenants, for the purpose of protecting their runs.

Fifthly. The proportion remaining after considering the foregoing questions, with remarks as to its disposal.

The consideration of the subjects may be simplified by adopting an arbitrary number, say, 100,000 acres, as representing the total area alienated in your district under the clauses referred to; and you are at liberty to apply the quantity to the whole, or parts of your district, should it vary in climate or by any other circumstances that render separate consideration necessary; and when such is the case that you will clearly define the geographic limits within which your reports will apply.

I am, &c.,
P. F. ADAMS.

Circular issued 10th August, 1877, to District Surveyors Arnheim, Betts, Bolton, Dalglish, Dewhurst, Donaldson, Fisher, Greaves, Twynam, and Wood. And to Salaried Surveyors R. J. Campbell, Finley, and R. McDonald.

Mr. District-Surveyor Arnheim to The Surveyor General.

District Surveyor Arnheim's Report.

Sir,

Sydney, 4 March, 1878.

With reference to your circular of the 7th August last, requesting me to furnish you with a report upon the present conditions of lands under the 13th, 14th, 21st, and 22nd sections of the Alienation Act of 1861, I do myself the honor to inform you that it is impossible for me to furnish such a report (of any official value) without collecting from the local Land Offices, of which there are eight in my district, all the information necessary for that purpose, which would involve a considerable amount of labour and time which I do not feel justified in expending unless approved by you.

2. The approximate area of my district embraces about 3,552,000 acres of land, of which about 2,828,000 acres are within the first class and 724,000 acres within the second class settled districts.

3. Taking into consideration that the Land Act of 1861 is now over sixteen years in operation,—that although the district under my supervision comprises only six districts apportioned to Licensed Surveyors, not less than eighteen have been employed therein during the fourteen years I have been in charge thereof,—that their work has only passed through my hands during the last three years,—that therefore my resources for obtaining the material for the desired report are limited to my personal observations and the knowledge of the district,—I beg to submit that my inability to report definitely on the heads of inquiry quoted, is sufficiently explained.

4. As stated in my second paragraph, about four-fifths of my district comprises land within the first class and one-fifth within the second class settled districts of the Colony. They are densely inhabited and the land taken up therein under the 13th, 21st, and 22nd sections, chiefly in portions from 40 to 80 acres; most of the land so taken up is for dairying and grazing purposes.

5. The localities where most of the land was selected for *bonâ fide* homesteads are Wingecarribee, Kangaroo Valley, Brogers' Creek, Cambewarra, and in the vicinity of Ulladulla, Moruya, and Cobargo.

6. Most of the land was taken up to secure land for grazing, for which purpose in many instances the selections were made in the names of members of the selector's family.

With few exceptions the residence clause has been sufficiently observed to make the declaration required by the Act, and improvements confined to slab huts and fencing, chiefly the latter, the principal objects sought being to secure paddocks for dry stock, so that although the number of portions taken up is large, the number of *bonâ fide* additional residents is small in comparison.

7. There is hardly any land available for agricultural purposes now left within these districts, and the selections now made are only for the purposes stated.

I have, &c.,

E. H. ARNHEIM.

Mr. District-Surveyor Betts to The Surveyor General.

District Surveyor Betts' Report.

Sir,

Cooma, 26 November, 1877.

In compliance with your circular letter of 1st August last, requesting a Report on the present condition of lands held under the 13th, 14th, 21st, and 22nd sections of "The Crown Lands Alienation Act of 1861" (in the district under my supervision), I have now the honor to report as follows:—

The Monaro and Coast District under my charge varies so much in physical character that it can only be dealt with by division into two portions. The first, bounded by the coast range on the east, and the Snowy Mountains on the west, and consisting of the counties of Beresford, Wallace, and Wellesley, may be called the table-land, or Monaro proper; the other division, embracing the county of Auckland, may be called the Bega or Coast District.

In the former, the country consists for the most part of open stony downs, and is suitable for pastoral purposes—sheep farming in particular. The land in many places is good, but climatic influences, unsuitable to agricultural pursuits, render this industry unprofitable. The winter extends over a period of six or seven months, and is generally very severe, frosts prevailing all the year round. Water supply abundant.

The Bega district, consisting of the county of Auckland, is suitable both for pastoral and agricultural purposes. The water supply is good, the climate mild and salubrious; consequently indigenous and imported grasses flourish. The principal occupation of the inhabitants is dairy farming, and this is carried on to a great extent. The condition of land in the Bega district taken up and held under the classes referred to is most satisfactory; it was all taken up, and is held for *bonâ fide* agricultural purposes. A few isolated cases of dummyism exist, but they are insignificant when compared with the advantages that legislation has conferred on the whole district.

Every available acre has been taken up in the manner described, and the district is altogether in a very prosperous condition.

You are already aware of the almost total absence of improvements on the table-land of Monaro.

I have, &c.,

ARTHUR C. BETTS.

District.	Proportion of Acres held under head of Estimate.				
	1	2	3	4	5
Monaro	30,000	5,000	10,000	50,000	5,000
Bega	95,000	3,000	nil.	2,000	nil.

The fifth head is of selections that have been sold or abandoned in consequence of loss of pre-leases, or being surrounded by auction purchases, &c., &c.

Mr.

Mr. District-Surveyor Donaldson to The Surveyor General.

District Surveyor Donaldson's Report.

Sir,

Grafton, 21 January, 1878.

With reference to circular instruction of 7th August, 1877, to report on the present condition of lands under 13th, 14th, 21st, and 22nd sections of the Alienation Act of 1861, I have the honor to inform you that for the purposes of this report I have divided the district into two parts—the first embracing within its boundaries the lands which have been taken up for agricultural and pastoral purposes combined; the second part comprises land taken up for pastoral purposes only.

2. Within the boundaries of the first part I have included all lands lying between the sea coast and the Orara River, in the county of Clarence, extending from the south boundary of the Clarence District to the Clarence River, from thence all the lands between the Coast and the Casino and Grafton Road to the town of Casino, and from thence all the lands between the coast and a line north from the west boundary of the town of Casino to the Queensland border. This embraces the agricultural lands of the Lower Clarence, Richmond, and Tweed Rivers.

3. Within the boundaries of the second part, classed as pastoral only, is included all the rest of the land in the district.

4. With reference to the first part of the district (agricultural and pastoral combined), the proportion taken up under the 1st paragraph of circular, viz., for "*bonâ fide* purposes," is 94.40 per cent.; 2nd par., "speculative, &c.," 1.29 per cent.; 3rd par., "to be bought out, &c.," nil.; 4th par., "dummies," 3.74 per cent.; and the proportion remaining under 5th par., amounting to .57 per cent., has been taken principally for timber.

5. The approximate area taken up by each selector is about 110 acres in this part of the district.

6. With reference to the second division of the district (pastoral only), the proportion taken up under 1st paragraph of the circular, viz., "*bonâ fide*, &c.," is 79.98 per cent.; 2nd par., "speculative," nil.; 3rd par., "to be bought out," nil.; 4th par., "dummies," 19.92 per cent. The proportion remaining under the 5th paragraph, amounting to 10 per cent., has been taken up for the timber.

7. The approximate area taken up by each selector in this part of the district I estimate at 160 acres.

I have, &c.,

P. R. DONALDSON.

Mr. District-Surveyor Greaves to The Surveyor General.

District Surveyor Greave's Report.

Sir,

Armidale, 26 December, 1877.

In obedience to your instructions of the 7th August, that it is desired by the Government that reports be obtained upon the present condition of lands under the 13th, 14th, 21st, and 22nd clauses of the Alienation Act of 1861, and inviting my attention to information required, I have the honor to state that in considering this matter I shall adopt the suggestion contained in the last paragraph of your instructions, and separate the arable portion of my district, called the table-land of New England, from the Pastoral or Gwydir District Proper. The limits of the former may be briefly described as bounded on the east by the fall of the table-land; on the south and south-west by the Moonbi and Nandewa Ranges; on the west by Masterman's Range (the westernmost fall of the table-land); and on the north by the colony of Queensland, embracing the counties of Vernon, Sandon, Hardinge, Clarke, Gough, and Clive, and parts of the counties of Gresham, Buller, and Arrawatta; here nature has set up her own landmarks not to be disputed.

In this district, taking 100,000 acres as the basis of the area alienated, then under —

No. 1.	70,000
" 2.	2,000
" 3.	1,000
" 4.	15,000
" 5.	12,000

100,000 acres.

That under No. 5 are vicarious holdings by the children and others of selectors.

The climate and soil of the table-lands of New England are admirably adapted for the settlement of a large population, and besides sheep-farming agriculture is being carried on most successfully. On the eastern and western slopes the vine is most profitably cultivated, and over the whole district wheat and maize. The table-land may now be said to be extensively occupied by a numerous body of improvers who are cutting down the native forests and transforming the waste lands into cultivated fields, and erecting their dwellings in all directions,—its isolation and distance from railway communication being the only drawbacks to an increased prosperity.

The Gwydir District, embracing the counties of Finch, Bonarba, Courallie, Stapylton, Murchison, and part of Arrawatta, is, excepting at the heads of the rivers, for the most part purely pastoral, and consists of extensive open downs and plains richly grassed in favoured seasons, and fringed with thick belts of myall and box forests. Nature has, however, indelibly stamped it as a district subject to protracted droughts. The climate is warm, and water sparsely distributed.

The chief occupation in the district is sheep and cattle farming—the salt-bush plains affording most valuable pasture.

Taking 100,000 acres again as the basis of alienation in this district (Gwydir) then under —

No. 1.	60,000
" 2.	3,000
" 3.	2,000
" 4.	25,000
" 5.	10,000

100,000 acres.

That under No. 5 are vicarious holdings by the children and others of selectors.

I have, &c.,

W. A. B. GREAVES.

Mr.

Mr. District-Surveyor Dewhurst to The Surveyor General.

District Surveyor Dewhurst's Report.

Sir,

Tamworth, 1 October, 1877.

In compliance with the instructions contained in your circular letter of the 7th August, I have the honor to furnish you with a report on the various matters therein referred to.

In order that the working of the Act may be clearly recognized, I shall draw your attention to three portions of my district situated 100 miles distant (the one from the other), which are specially distinct by diversity of soil, climate, and inferior vegetation.

To facilitate reference, I have shown the alienations of land in a tabular form, and I have arranged that they should be included in each case within an area of 100,000 acres, with defined boundaries embracing four adjoining parishes.

My reason for suppressing the parish names will be obvious.

I have now the honor to direct your attention to the tables referred to, and under the head of "An Agricultural District," you will find that within an area of 98,888 acres abundantly supplied with water, specially adapted for growing wheat, maize, and hay, in which the wheat crop—average yield, 30 bushels to 1 acre—has never failed, one also that is in the immediate vicinity of the capital town of Liverpool Plains,—the proportion of land taken up under the 13th and 21st clauses of "The Crown Lands Act of 1861" and actually used in making *bonâ fide* (but temporary) homesteads is about $\frac{1}{4}$ of the whole area.

That the proportion taken up by persons for speculative purposes, shown in the tables as "areas under the 13th and 21st clauses, now transferred to lessees of runs," and held till circumstances "will admit of transfer," has equalled 18,569 acres, or a little less than $\frac{1}{5}$ of the gross area; and that on an analysis of the 18,569 acres just referred to, only about 4,000 acres have been secured by the Crown tenants by paid agents for the purpose of protecting their runs.

Having now shown in what way a portion of the public estate has been disposed of in accordance with, and in satisfaction of, the terms of the circular, I beg to supplement the information by directing your attention to its further alienation under other clauses of the Act not specified in the instructions, but which appear to demand equal if not more serious attention.

I find that 5,820 acres (or $\frac{1}{7}$ of the area) have been sold to the lessees of runs without competition at auction, or any fixed standard of value, but under old pre-emptive right at £1 per acre.

That 19,044 acres (or about $\frac{1}{5}$) have been sold at auction at a gross price of £1 per acre, or 100 per cent. below market value, and that this area has been bought by the Crown tenants.

That under the improvement clause (about which great outcry was made some time ago) only 1,105 acres (or a little over $\frac{1}{100}$ of the area) have been acquired by the lessees.

And that by Volunteer Orders 300 acres, or a little over $\frac{1}{300}$ part of the area under reference, has been affected.

We have remaining a balance of 46,121 acres unalienated; 10,388 acres of this area have been temporarily reserved from sale, but which, in default of any definite land policy, may be revoked at any time; and 35,733 acres still open to sale under all clauses of the Land Act.

I will now direct your attention to the opposite table under the heading of a "Pastoral District," and you will find that within an area of 101,700 acres of the richest pastoral land in New South Wales—land wonderfully adapted for the raising and fattening of stock without recourse to artificial means for its improvement, well-watered, but which, owing to climatic influences, such as distance from the seaboard, irregular rainfall, and excessive heat, is incapable of growing cereals and root crops profitably—the proportion of land taken up under the 13th and 21st clauses of the Act, and actually used in making *bonâ fide* (but temporary) homesteads is about $\frac{1}{4}$ of the whole area, as against $\frac{1}{7}$ in an agricultural district.

The proportion taken for speculative purposes, shown in the table as "Areas under the 13th and 21st clauses now transferred to Lessees of Runs," or "held till circumstances will admit of transfer," amounts to 3,815 acres as against 18,569 acres in an agricultural district, or about 1-27th of the area; and an analysis of the 3,815 acres shows that more than half this area has been secured by the Crown tenants, through their agents. Pushing the inquiry further, I find that 26,412 acres (or over $\frac{1}{4}$ of the area) have been sold to the Crown tenants at auction, at a gross price of £1 per acre, or 50 per cent. less than its market value, as against 19,044 acres in an agricultural district, at a loss of 100 per cent.

That 1,594 acres have been alienated to the lessee under the improvement clause as compared with 1,105 acres in an agricultural district; that under Volunteer Land Orders 550 acres have been secured as against 300 acres; and that 56,702 acres remain unsold, giving 15,562 acres reserved from sale—which may be revoked at any time—and 41,140 acres still open for purchase, under all clauses of the Act.

From the examination of these tables and their comparison, made up as they are of cold statistical figures, it seems apparent that the whole of the land alienated to various people, under the protection of all clauses of the Act, will eventually revert as freeholds to the lessees of the various runs; in other words, it appears evident that the Land Act having *compelled* the lessee to be the largest land-owner, he must necessarily absorb the smaller properties to consolidate his estate.

The deduction is inevitable, viz., that the axiom in political economy, that *demand is regulated by population*, and its corollary, that *supply should be regulated by demand*, have been hitherto completely overlooked.

I will now, in compliance with your instructions, in a few words state that I consider the absurd system, or anomaly, of selling *Crown lands at auction* by public competition, where no public exists to compete (which exhibits, as I have stated, a sacrifice of £1 per acre in an agricultural district, and 10s. per acre in a pastoral district), should be at once abolished, and the remaining Crown lands should be open to conditional purchase, guarded by a seven years' residence and permanent useful improvements.

I have, &c.,

ARTHUR DEWHURST.

TABLE

TABLE showing the alienation of Crown lands over an area of 100,000 acres, to August 31st, 1877.

In an Agricultural District.

PARISH A.—COUNTY OF INGLIS.

	Acres.
Area reserved from Sale for Water Supply or other Public Purposes	2,251
Area purchased by Lessees of Runs in the Parish under Old Pre-emptive Right.....	641
Area purchased by Lessees of Runs at Auction under 23rd Clause.....	2,890
Area taken by Lessees of Runs under 22nd Clause.....	
Area taken by Lessees of Runs under 8th Clause	131
Area taken by Lessees of Runs under 14th Clause	
Area secured by Volunteer Land Orders	
Area taken under 13th and 21st Clauses, now transferred to Lessees of Runs.....	2,581
Area taken under 13th and 21st Clauses, held till circumstances admit of transfer.....	1,749
Area taken under 13th and 21st Clauses by <i>bond fide</i> Settlers*	4,076
Area remaining unalienated	12,681
Total area.....	27,000

PARISH B.—COUNTY OF INGLIS.

Area reserved from Sale for Water Supply or other Public Purposes	3,500
Area purchased by Lessees of Runs in the Parish under Old Pre-emptive Right	1,236
Area purchased by Lessees of Runs at Auction under 23rd Clause.....	2,706
Area taken by Lessees of Runs under 22nd Clause.....	
Area taken by Lessees of Runs under 8th Clause	614
Area taken by Lessees of Runs under 14th Clause	
Area secured by Volunteer Land Orders	
Area taken under 13th and 21st Clauses, now transferred to Lessees of Runs	7,230
Area taken under 13th and 21st Clauses, held till circumstances admit of transfer.....	388
Area taken under 13th and 21st Clauses by <i>bond fide</i> Settlers*	2,466
Area remaining unalienated	9,860
Total area.....	28,000

PARISH C.—COUNTY OF PARRY.

Area reserved from Sale for Water Supply or other Public Purposes	941
Area purchased by Lessees of Runs in the Parish under Old Pre-emptive Right.....	1,811
Area purchased by Lessees of Runs at Auction under 23rd Clause.....	8,958
Area taken by Lessees under 22nd Clause.....	270
Area taken by Lessees under 8th Clause	360
Area taken by Lessees under 14th Clause	
Area secured by Volunteer Land Orders	300
Area taken under 13th and 21st Clauses, now transferred to Lessees of Runs.....	3,253
Area taken under 13th and 21st Clauses, held till circumstances admit of transfer.....	550
Area taken under 13th and 21st Clauses by <i>bond fide</i> Settlers	360
Area remaining unalienated	7,085
Total area.....	23,888

PARISH D.—COUNTY OF PARRY.

Area reserved from Sale for Water Supply or other Public Purposes	3,696
Area purchased by Lessees of Runs in the Parish under Old Pre-emptive Right.....	2,132
Area purchased by Lessees of Runs at Auction under 23rd Clause.....	4,490
Area taken by Lessees of Runs under 22nd Clause.....	
Area taken by Lessees of Runs under 8th Clause	
Area taken by Lessees of Runs under 14th Clause	
Area secured by Volunteer Land Orders	
Area taken under 13th and 21st Clauses, now transferred to Lessees of Runs.....	2,178
Area taken under 13th and 21st Clauses, held till circumstances admit of transfer.....	640
Area taken under 13th and 21st Clauses by <i>bond fide</i> settlers*	757
Area remaining unalienated	6,107
Total area.....	20,000

SYNOPSIS OF ABOVE TABLES.

Within the Defined Area of 100,000 acres.

- 10,388 Acres are reserved for Public Purposes.
- 41,781 Acres are owned by Lessees of Runs.
- 3,327 Acres will be transferred within 3 years.
- 7,659 Acres will be transferred when sufficient inducements are offered.
- 35,733 Acres remain unsold.

TABLE showing the alienation of Crown lands over an area of 100,000 acres, to August 31st, 1877.

In a Pastoral District.

PARISH A.—COUNTY OF JAMISON.

	Acres.
Area reserved from Sale for Water Supply or other Public Purposes	4,748
Area purchased by Lessees of Runs in the Parish under Old Pre-emptive Right.....	
Area purchased by Lessees of Runs at Auction under 23rd Clause.....	5,605
Area taken by Lessees of Runs under 22nd Clause	
Area taken by Lessees of Runs under 8th Clause	640
Area taken by Lessees of Runs under 14th Clause	
Area secured by Volunteer Land Orders.....	350
Area taken under 13th and 21st Clauses, now transferred to Lessees of Runs	1,450
Area taken under 13th and 21st Clauses, held till circumstances admit of transfer	
Area taken under 13th and 21st Clauses by <i>bond fide</i> Settlers*	3,324
Area remaining unalienated	10,583
Total area.....	26,700

PARISH

* These cannot be said to have taken the land for speculative purposes; but the impossibility of extending the holdings will make their acceptance of the inducements to sell, held out by the Lessee of the Run, a mere question of time.

PARISH B.—COUNTY OF JAMISON.		Acres.
Area reserved from Sale for Water Supply or other Public Purposes		5,847
Area purchased by Lessees of Runs in the Parish under Old Pre-emptive Right		4,542
Area taken by Lessees of Runs under 22nd Clause		40
Area taken by Lessees of Runs under 8th Clause		150
Area taken by Lessees of Runs under 14th Clause		150
Area secured by Volunteer Land Orders		150
Area taken under 13th and 21st Clauses, now transferred to Lessees of Runs		2,990
Area taken under 13th and 21st Clauses, held till circumstances admit of transfer		6,431
Area taken under 13th and 21st Clauses by <i>bonâ fide</i> settlers*		2,990
Area remaining unalienated		6,431
Total area.....		20,000

PARISH C.—COUNTY OF JAMISON.		Acres.
Area reserved from Sale from Water Supply or other Public Purposes		3,620
Area purchased by Lessees of Runs in the Parish under Old Pre-emptive Right		11,152
Area purchased by Lessees of Runs at Auction under 23rd Clause		400
Area taken by Lessees under 22nd Clause		400
Area taken by Lessees under 8th Clause		400
Area taken by Lessees under 14th Clause		400
Area secured by Volunteer Land Orders		400
Area taken under 13th and 21st Clauses, now transferred to Lessees of Runs		1,725
Area taken under 13th and 21st Clauses, held till circumstances admit of transfer		2,080
Area taken under 13th and 21st Clauses by <i>bonâ fide</i> settlers*		11,023
Area remaining unalienated		11,023
Total area.....		30,000

PARISH D.—COUNTY OF JAMISON.		Acres.
Area reserved from Sale for Water Supply or other Public Purposes		1,347
Area purchased by Lessees of Runs in the Parish under Old Pre-emptive Right		5,113
Area purchased by Lessees of Runs at Auction under 23rd Clause		514
Area taken by Lessees of Runs under 22nd Clause		514
Area taken by Lessees of Runs under 8th Clause		514
Area taken by Lessees of Runs under 14th Clause		514
Area secured by Volunteer Land Orders.....		50
Area taken under 13th and 21st Clauses, now transferred to Lessees of Runs		640
Area taken under 13th and 21st Clauses, held till circumstances admit of transfer		4,233
Area taken under 13th and 21st Clauses by <i>bonâ fide</i> settlers*		13,103
Area remaining unalienated		13,103
Total area.....		25,000

SYNOPSIS OF ABOVE TABLES.

Within the Defined Area of 100,000 Acres.

- 15,562 Acres are reserved for Public Purposes.
- 30,000 Acres are owned by Lessees of Runs.
- 2,365 Acres will be transferred within three years.
- 12,627 Acres will be transferred when sufficient inducements are offered.
- 41,140 Acres remain unsold.

TABLE showing the Alienation of Crown lands over an area of 100,000 acres, to August 31, 1877.

In an Agricultural and Pastoral District.

PARISH A.—COUNTY OF HAWES.		Acres.
Area reserved from Sale for Water Supply or other Public Purposes		452
Area purchased by Lessees of Runs in the Parish under Old Pre-emptive Right		452
Area purchased by Lessees of Runs at Auction under 23rd Clause		452
Area taken by Lessees of Runs under 22nd Clause		452
Area taken by Lessees of Runs under 8th Clause		452
Area taken by Lessees of Runs under 14th Clause		452
Area secured by Volunteer Land Orders		150
Area taken under 13th and 21st Clauses, now transferred to Lessees of Runs		150
Area taken under 13th and 21st Clauses, held until circumstances admit of transfer		24,398
Area taken under 13th and 21st Clauses by <i>bonâ fide</i> settlers*		24,398
Area remaining unalienated		24,398
Total area.....		25,000

PARISH B.—COUNTY OF HAWES.		Acres.
Area reserved from Sale for Water Supply or other Public Purposes		1,514
Area purchased by Lessees of Runs in the Parish under Old Pre-emptive Right		1,514
Area purchased by Lessees of Runs at Auction under 23rd Clause		1,514
Area taken by Lessees of Runs under 22nd Clause		1,514
Area taken by Lessees of Runs under 8th Clause		1,514
Area taken by Lessees of Runs under 14th Clause		1,514
Area secured by Volunteer Land Orders.....		82
Area taken under 13th and 21st Clauses, now transferred to Lessees of Runs		82
Area taken under 13th and 21st Clauses, held till circumstances admit of transfer		80
Area taken under 13th and 21st Clauses by <i>bonâ fide</i> settlers*		23,314
Area remaining unalienated		23,314
Total area.....		25,000

PARISH

*These cannot be said to have taken the land for speculative purposes; but the impossibility of extending the holdings will make their acceptance of the inducements to sell, held out by the Lessee of the Run, a mere question of time.

PARISH C.—COUNTY OF HAWES.

Area reserved from Sale for Water Supply or other Public Purposes	160
Area purchased by Lessees of Runs in the Parish under Old Pre-emptive Right	823
Area purchased by Lessees of Runs at Auction under 23rd Clause	
Area taken by Lessees under 22nd Clause	
Area taken by Lessees under 8th Clause	
Area taken by Lessees under 14th Clause	
Area secured by Volunteer Land Orders	
Area taken under 13th and 21st Clauses, now transferred to Lessees of Runs	40
Area taken under 13th and 21st Clauses, held till circumstances admit of transfer	
Area taken under 13th and 21st Clauses by <i>bond fide</i> settlers*	
Area remaining unalienated	23,977
Total area	25,000

PARISH D.—COUNTY OF HAWES.

Area reserved from Sale for Water Supply or other Public Purposes	1,000
Area purchased by Lessees of Runs in the Parish under Old Pre-emptive Right	
Area purchased by Lessees of Runs at Auction under 23rd Clause	1,081
Area taken by Lessees of Runs under 22nd Clause	
Area taken by Lessees of Runs under 8th Clause	400
Area taken by Lessees of Runs under 14th Clause	
Area secured by Volunteer Land Orders	
Area taken under 13th and 21st Clauses, now transferred to Lessees of Runs	320
Area taken under 13th and 21st Clauses, held till circumstances admit of transfer	
Area taken under 13th and 21st Clauses by <i>bond fide</i> settlers*	
Area remaining unalienated	22,199
Total area	25,000

* SYNOPSIS OF ABOVE TABLES.

Within the defined area of 100,000 acres.

- 1,000 Acres are reserved for Public Purposes.
- 5,032 Acres are owned by Lessees of Runs.
- Acres will be transferred within 3 years.
- 80 Acres will be transferred when sufficient inducements are offered.
- 93,888 Acres remain unsold.

Mr. District-Surveyor Dalglish to The Surveyor General.

District Surveyor Dalglish's Report.

Sir,

Dubbo, 12 September, 1877.

In reply to your circular letter of the 7th August, requesting a report, under specified heads, on the present condition of lands held under the 13th, 14th, 21st, and 22nd clauses of the "Crown Lands Alienation Act of 1861," and situated in my district, I have the honor to state that for the purposes of the report I consider my district in three portions.

- A. The parts in my district of the counties of Wellington, Bligh, Roxburgh, and Phillip. This portion forms part of the Settled Districts of the Colony; it is suitable for farming or grazing, and contains several important gold fields. It is well watered, thickly settled, and the climate is mild.
- B. The Pastoral Districts of Wellington and Bligh: This portion is most suitable for pastoral purposes in small or large holdings; it contains tracts of country suitable for farming but the climate is uncertain and in the north-western part the water supply is precarious. Settlement, except on the borders of the Settled Districts, is proceeding slowly.
- C. The Pastoral District of Warrego: This portion is most suitable for pastoral purposes; there is small scope for agriculture on account of the prevalence of hot drying winds and the small rainfall. The water supply is very precarious. Most of the land taken up under the clauses mentioned is for the formation of roadside public houses, or on the part of the Crown tenant, to prevent that kind of occupation.

The heads of estimate are:—

1. *Bond fide* homestead selections.
2. Selections made by men with a knowledge of modes of improving country, who desire to form homes and sell after fulfilling the requirements of the Act.
3. Selections made for the purpose of levying black mail.
4. Selections taken up in the interests of persons other than the selector.
5. Selections whose holders have been forced to sell out by the skilful use against them of these clauses and the 23rd clause; the 2nd and 31st of the Crown Lands Acts Amendment Act; and Volunteer Land Orders.

The basis of proportion is 100,000 acres for each portion of my district, and the proportion under each head is given in the accompanying schedule.

Districts.	Proportion of acres held under head of estimate.				
	1	2	3	4	5
Settled A	55,000	5,000	20,000	15,000	5,000
Pastoral B	50,000	4,000	Nil.	36,000	10,000
Do. C	50,000	Nil.	Do.	50,000	Nil.

I have, &c.,
J. C. DALGLISH.

Mr.

* These cannot be said to have taken the land for speculative purposes; but the impossibility of extending the holdings will make their acceptance of the inducements to sell, held out by the Lessee of the Run, a mere question of time.

Mr. District-Surveyor Fisher to The Surveyor General.

District Surveyor Fisher's Report.

Sir,

Orange, 1 February, 1878.

In connection with your reminder of 24th ultimo, asking me to report in connection with your former circular of 7th August, 1877, as to the present condition of lands applied for under the 13th, 14th, 21st, and 22nd sections of the Alienation Act of 1861,—I have the honor to point out my inability to furnish such a Report, as I have no means of arriving at an approximation to the area of land selected in any particular portion of my district, much less the total area.

2. The instructions for the survey of these lands do not pass through my hands, nor have I any information whether the majority of persons reside on their selections and make the necessary improvements.

3. The only gentlemen in a position to furnish the required reports would be either the Commissioners or Inspectors employed under the Act, or the Licensed Surveyors in each district.

I have, &c.,

EDWARD FISHER.

Mr. District-Surveyor Twynam to The Surveyor General.

District Surveyor Twynam's Report.

Sir,

Goulburn, 22 December, 1877.

The district assigned to my supervision covers a large extent of country, comprising land adapted for distinctive occupations under agricultural and pastoral pursuits; there are also parts generally in the neighbourhood of large towns, where the two classes of tenure are more or less united under individual holdings.

Formerly, agriculture may be said to have been restricted to the sea-board, but gradually, and encouraged by the more favourable seasons than previously prevailed, land along the principal watercourses draining the higher slopes on the western watersheds has been brought under tillage, especially in the neighbourhood of extensive mining settlements, such as Young and Grenfell, but the late two successive dry seasons, with the consequent failure of crops, herbage, and water, show the precarious nature of such occupation beyond the limits determined by climatic conditions.

Under these circumstances, conditional purchase generally beyond the old settled districts, comprising the eastern fringe of the continent, has been made available for pastoral occupation on a small scale, occasionally united with agriculture.

I feel much diffidence in replying to your circular letter, inasmuch as I am not in a position to support my opinions by reference to facts or statistics, but can merely give the results of personal observation and inquiry.

In the old settled districts, comprising the counties Argyle, King, St. Vincent, Georgiana, and Murray, settlement has been fostered and encouraged by selection before survey, and although many selections, in the aggregate amounting to several thousand acres in each county, have passed into the possession of the proprietors of large adjacent freehold estates, still the transfer has generally been of legitimate character; this has been specially noticeable where there has been an extensive area covered by conditional purchase, for the selector being restricted to the area actually purchased has found it altogether insufficient for beneficial occupation in the rearing of stock, without which branch of farming permanent settlement on the land appears to be unprofitable. As an instance, I may point to the extensive settlement in the Wingecarribee Brush, county of Camden, also to Breadalbane Plains, county of Argyle.

In what may be considered as an intermediate district between the eastern fringe of settlement, comprising the counties along the coast range and the level pastoral country to the south-westward, there has been extensive alienation of land of a mixed character to meet the unexpected demand caused by the sudden incursion of population for gold-mining purposes, and of this character has been the rapid settlement of the counties Montegale and Harden.

Although in the first instance alienation was gradual and the result of demand for produce for local consumption, in a few years, and with a rising market for cattle, it was soon discovered that such occupation was most profitable, and shortly it became devoted to the rearing of stock exclusively, thus competing with the pastoral tenant; then, in defence of his own interests, the squatter endeavoured to prevent the inroads of a class of cattle breeders in a small way, and as the readiest course to preserve the run intact, became the proprietor of land by conditional purchase on his own account, and by means of agents thus a most mischievous and demoralizing antagonism was engendered, resulting sometimes in the defeat of the selector, who found himself surrounded on all sides by land in possession of the lessee, and thus deprived of the illusory grazing right over thrice the area purchased, and in other cases in the permanent and beneficial occupation of comparatively small areas for pastoral purposes.

Proceeding further inland to the purely pastoral country, where the topographical and climatic conditions are such as do not favour any other character of settlement, malversation of the law becomes apparent.

In the counties of Forbes, Bland, and Gipps, at least three quarters of the land applied for and measured passes into possession of the pastoral lessees, much of it in a legitimate mode by transfer from selectors, who have found the conditions of soil and climate too severe for occupation on a small scale; another portion by purchase of the interest of selectors, who establish themselves in a position to command their price, and a small portion by illegal process, such as selection by agents, &c. To my own knowledge in many parishes the alienation complete and incomplete is all on account of the pastoral tenants.

I have endeavoured to give a general view of the process of alienation in my district, but I fear that without minute investigation the data requisite for arriving at a correct result cannot be obtained. But should the inquiry be held of sufficient importance, I think that the detail information connected with such a county as Gipps might be collected without much cost; certainly the outlay would appear insignificant if the particulars would be applied in the consideration and arrangement of a new Land law. Under these circumstances I shall endeavour to comply with your request by annexing a tabular statement showing the general results of alienation in my district, but I would beg again to point out that such a statement cannot be other than barely approximate.

I have, &c.,

E. TWYNAM.

In

In preparing the following tabular statement, the district under my supervision is considered in three portions, each representing 100,000 acres conditionally purchased—

- A.—Those counties within the old settled districts, viz., Argyle, King, Georgiana, Murray, and St. Vincent, comprising several important gold fields, and in which the physical conditions are generally favourable either to agriculture or depasturage, both occupations being frequently pursued by one and the same proprietor.
- B.—Part of the Lachlan Pastoral District, comprising the counties of Harden, Monteagle, and part of Forbes eastward of Kangaroo Creek, which in certain localities present favourable conditions for occupation in small holdings, and in which there are large tracts of very fine land, which will render abundant supplies of grain and fodder when the demand arises; within this part of my district there are extensive gold fields, viz., the Lachlan, the Burrangong, the Emu Creek, and the Tyagong.
- C.—The purely pastoral country, comprising the counties of Bland, Gipps, and the greater part of Forbes, the latter being within the Lachlan Gold Field; in this part the physical conditions are such as to render occupation otherwise than in large areas a hazardous investment, and in which from the same causes population must continue to be sparse.

The heads of the Estimate are by circular letter designed as follows:—

1. *Bonâ fide* selections for occupation.
2. *Bonâ fide* selections for speculative purposes.
3. Selections for forcing a purchase by lessee.
4. Selections by agents or dummies.
5. Proportion alienated in freehold.

Districts	Proportion of 100,000 acres held under head of Estimate.				
	1	2	3	4	5
Settled A.....	70,000	10,000	5,000	5,000	10,000
Pastoral intermediate B.....	50,000	25,000	10,000	15,000	Nil
Pastoral C.....	20,000	50,000	10,000	20,000	Nil

Mr. District-Surveyor Bolton to The Surveyor General.

District Surveyor Bolton's Report.

Sir,

Wagga Wagga, 10 May, 1878.

I do myself the honor to acknowledge the receipt of your circular letter of the 7th August, 1877, demanding a report on the present condition of lands held under the 13th and 22nd sections of the "Crown Lands Alienation Act of 1861," and in reply I beg most respectfully to inform you that I do not possess sufficient positive information relative to the condition of individual conditional purchases to report definitely on the subject, so that this communication should be viewed rather as an expression of opinion than a report based upon accurate and detailed information in the majority of cases within the district under my supervision. With respect to the first paragraph of your circular, I would point out that my district may be considered to be divided into two classes of country, that within the county of Mitchell, east of the Galore Mountain and the Counties of Bourke and Clarendon, being adapted for agriculture in connection with grazing and rearing various kinds of stock, while the counties of Urana, Cooper, Dowling, and that part of Mitchell west of Galore Mountain, and all the counties to the west of them, is purely pastoral country, the only crop that can be profitably grown being hay for home consumption. In no part of my district are there any conditional purchases taken up exclusively for agriculture. In the section of country alluded to as being adapted for agriculture combined with grazing, I believe the land to have been taken up in the following proportions:—

- 40 per cent. for actual occupation as a home.
- 30 per cent. by relatives, connections, or friends, in the interest of the head of the family.
- 20 per cent. by employes in the interest of lessees of runs.
- 10 per cent. by run-holders to secure desirable pieces of country with a pretence at residence in temporary structures, while their families live in sumptuous residences in the immediate neighbourhood. I think cases where persons take up land to induce either run-holders or adjacent proprietors to "buy them out" are very rare, and not worth taking into consideration; in fact, it would be hard to judge what a man's motives might be in taking land, and the fact of his selling out at a high rate to some interested person is no proof that he took the land up with that object in the first instance. I am inclined to think such transactions are more frequently the result of ambitious and covetous persons wishing to secure a monopoly of the land about them, holding out inducements in the shape of a high price, &c., to vacate their holdings.

In the country only adapted for pastoral purposes, I believe the small proportion of land taken under the sections of the Land Act in question to be as follows:—

- 30 per cent. for actual occupation as a home in connection with pastoral pursuits, such as dairying, rearing, and fattening cattle and sheep.
- 40 per cent. by relatives, friends, or servants, in the interest of the head of the family.
- 20 per cent. by employes of run-holders.
- 10 per cent. by lessees of runs to secure desirable pieces of country. This latter might seem a small percentage, but it must be borne in mind that a great many runs are held by absentees or mercantile firms.

As regards the carrying out of the conditions of residence and improvements, I do not think the residence clause is faithfully acted up to in more than 40 per cent. of the cases, while I believe the improvements are not fulfilled in 25 per cent. of the cases, even including small areas where the actually necessary tenement, stockyard, fencing, and clearing must cost a larger sum in proportion to the area of a small holding than in cases of larger holdings. In support of this opinion I would only draw attention to the vast area taken up by conditional purchase and the proportionately large sum the improvement of such vast area to the extent of a pound per acre would represent; and even if all that money were at the disposal of the conditional purchasers there would still be the impossibility of procuring labourers to effect the necessary improvements, for during this last ten years a scarcity of labour has been experienced on our railways and other public works; but as a rule conditional purchasers seldom have much more money than the amount required to be paid as the first deposit on their holding. This is quite apparent from the great anxiety evinced to procure a refund to enable them to select elsewhere when they chance to apply for a piece of reserved or unavailable land in error. However, I may remark that the shortcomings in respect to value of improvements effected on conditional purchases are not confined to the poorer classes, for in cases such as are hereinbefore alluded to, where well-to-do persons have resorted to the 13th and 22nd sections of the Land Act to secure land they have failed to expend the required amount on the land so taken up, as well as to carry out the other conditions of the Act. The declaration enacted by law seems to be quite ineffectual in insuring the compliance with the conditions of the Act; in fact the system of false declarations relating to land has gone so long unpunished that it seems ingrained in the people. The restrictions as to area, &c., have not prevented monopoly, for large estates have been amassed by employment of dummies and underhand means, so that whereas a scrupulous man with a small fortune has been unable to obtain an area large enough to be worth living on, unscrupulous persons have secured large landed estates.

As I before mentioned, this portion of the country is either only fit for pastoral purposes or agricultural in connexion with grazing; hence even the increased area of 640 acres is altogether too small to be occupied profitably, and the amount, viz., £1 per acre, altogether too great for a person to lay out on a holding that would only yield a bare living to an industrious family.

Under these circumstances, the land laws of the Colony offer no opportunity to small capitalists. For instance, a man may have spent many years as an overseer on stations and acquired a thorough knowledge of stock, and have saved up £5,000 during that long period of faithful service, and yet when he wished to start on his own account he must either go into a large station property and contend against an overwhelming debt or settle down on a conditional purchase without scope for his capital and energy. With a laudable desire to make a remunerative estate for his family, such a one would be tempted to employ agents in the persons of his elder children and friends to secure a larger holding, who would form the class of dummies referred to as taking up land in the interest of the head of a family.

I hope my remarks will not be considered irrelevant or out of place, as I consider that though they do not exactly apply to the present condition of lands taken under the 13th and 22nd sections of the Land Act, they in a measure point out the indirect causes for the present unsatisfactory compliance with the law which seems to be treated with indifference and even contempt.

I have, &c.,
C. F. BOLTON.

Mr. District-Surveyor Woods to The Surveyor General.

District Surveyor Wood's Report.

Sir,

Albury, 3 May, 1878.

Referring to your circular letter of August last, as to the condition of land sold under the Alienation Act, reply to which has been delayed owing to heavy pressure of business and want of sufficient data to form an opinion upon the subject upon which I am required to report—As to your query—

First—Adopting an arbitrary number, as suggested by you, say 100,000 acres, as representing the total area alienated in the Police District of Albury, I find approximately under—

Section 13.....	74,000 acres.
" 21.....	25,000 "
" 14.....	500 "
" 22.....	500 "
Total	100,000 acres.

The whole of which land appears to be used in making *bonâ fide* homesteads, either agricultural, pastoral, or of a character embracing both.

Secondly—Although I am aware of cases where a few parties who have held land for years have been tempted by high prices to dispose of their selections to owners of runs or others, yet my attention has not been called to any case where the land has been taken up for purely speculative purposes.

Thirdly—There may be an isolated case or two, but my previous remarks will also here apply.

Fourthly—In reply to this query, I should mention that I have no reliable information in regard to persons acting as "dummies" for Crown tenants, and any data must of necessity be insufficient; however, in answering that about 1-15th of the land is so dummied, I fear it is something approaching guesswork.

Fifthly—There is such an enormous quantity of land alienated in this district among so great a number of persons, that I am under the impression (the land being scarce) all that is alienated is taken up with a view to being improved and added to large estates upon which are homesteads of a pastoral character, or else selected for the purpose of making *bonâ fide* homesteads of a character embracing both agricultural and pastoral pursuits, leaving no residue.

I have, &c.,
JAMES H. WOOD.

Mr.

Mr. Surveyor Campbell to The Surveyor General.

Surveyor Campbell's Report.

Sir,

Wentworth, 21 February, 1878.

In reference to your circular of 7th August, 1877, respecting the present condition of lands under sections 13, 14, 21, and 22 of the "Crown Lands Alienation Act" of 1861 in this district, I have the honor to report I have already forwarded a report (*vide* letter of 31st October, 1877) upon the area of land applied for and taken up under the various sections of the Crown Lands Alienation Act in this district. From this report I quote as follows, in reply to the various questions asked in your circular:—

"In conditional purchase work the area measured has been 8,446 acres, in 65 portions.

"The conditional purchaser, as a class, does not prevail in this district. They may be divided into four classes. In all these classes I am bound to say that I think the conditions of residence and improvements have been, as a rule, complied with, and present in that respect a marked and very favourable contrast to the conditional purchasers of other districts in which I have been stationed."

A further reference to that report will give you such information as I am able to afford "upon the present condition of lands" under every section of the "Crown Lands Alienation Act of 1861."

I have, &c.,

R. J. CAMPBELL.

Mr. Surveyor M'Donald to The Surveyor General.

Surveyor M'Donald's Report.

Sir,

Hay, 3 January, 1878.

Advertent to your circular of 7th August, I do myself the honor to inform you that it is almost impossible for me to report definitely upon the present condition of lands taken up under the 13th, 14th, 21st, and 22nd clauses of the Alienation Act of 1861, owing to the facts that the district under my supervision is a very large one, and that instructions for the measurements of lands other than those applied for under the 23rd clause are not issued to me.

I could only obtain correct information by examining the records at the local Land Offices, consulting the Licensed Surveyors in charge of the several districts, and making personal inquiries; but as all this would occupy a great time, I wait for special instructions before doing so.

I believe I may state that no land has been taken up in this district under the 14th clause, and very little under the 22nd, and that generally applications for land under the 13th and 21st clauses are of a *bonâ fide* nature.

The country in this portion of Riverina is, as a rule, suitable for pastoral purposes only, and it is considered that even for those purposes small areas (by which I mean any area under 1,000 acres) will not prove remunerative. The general stock-carrying capabilities of the country is about 3 acres to 1 sheep, and from 15 to 20 acres for 1 horse or 1 head of horned cattle; hence it is that such large areas are purchased under the 23rd clause, applications for about one-third of a million acres having been dealt with by me during the past year.

I have, &c.,

ROBERT M'DONALD.

Mr. Surveyor Finley to The Surveyor General.

Surveyor Finley's Report.

Sir,

Inverell, 27 April, 1878.

Referring to the accompanying instruction, wherein I am called upon to report as to the present condition of lands under the 13th, 14th, 21st, and 22nd clauses of the Lands Act of 1861, in the Deniliquin District, I have the honor to return the instruction. I was just commencing to prepare and collect information upon the subject when I left Deniliquin for Inverell in February last. I am now unable to make the report.

I have, &c.,

F. G. FINLEY.

SYNOPTICAL VIEW of the foregoing Reports on the working of the "Crown Lands Alienation Act of 1861" as regards Settlement.

FOR purposes of Survey, as well as for Office arrangements, eleven districts of the Colony are placed under the supervision of the District Surveyors. On the 7th August, 1877, a circular by direction of the Government was issued from the Surveyor General to each of these gentlemen, with the exception of District Surveyor Evans, whose district, comprising the Metropolitan, Hunter, and Macleay, it was not considered requisite to report upon. The results are briefly tabulated below.

[1s. 6d.]

District Surveyor.	District comprises.	Sub-division.	Physical features.	Climate.	Proportion of land held under heads of Estimate.					Remarks.
					1	2	3	4	5	
Arnheim	Illawarra	None	Heavy brush	Very mild	Principally	Percent. <i>bona fide</i> homesteads.				Chiefly in portions of from 40 to 80 acres for dairying and grazing. The fifth head is of selections that have been sold or abandoned in consequence of loss of pre-leases, or being surrounded by auction purchases &c.
Betts	Monaro Pastoral	Monaro A	Table-land	Very severe	30	5	10	50	5	
		Bega B	Plain	Mild and salubrious.	95	3	.....	2	.....
Donaldson	Clarence Pastoral	Coast A	Do.	Semi-tropical	94.40	1.29	3.74	.57	The small amount under 5th head is taken for timber. Agricultural and sheep farming.
		Inland B	Do.	Warm	79.98	.....	.....	19.92	.10
Greaves	New England and Gwydir Pastoral.	New England A	Table-land	Temperate	82	2	1	15	For the most part purely pastoral country. Three classes of country, agricultural, pastoral, and mixed. Gold fields and thickly settled.
		Gwydir B	Open downs	Warm	70	3	2	25	.....
Dewhurst	Liverpool Plains	Settled A	Mountainous	Very warm	Suitable only for pastoral occupation. Do. do. Valuable gold fields, and eastern half thickly populated. Great agricultural area also.
Dalglish	North-western	Bligh & Wellington B	Plain	Mild	55	5	20	15	.5	
		Warrego C	Plain	Hot	50	4	.....	36	.10
Fisher	Part of Settled Districts and portion of Wellington Pastoral District.	Do.	Mountainous and Plain	Very hot	50	.....	.....	50	.....
				Warm	No Returns.				
Twynam	Part of Settled and part of Lachlan Districts.	Settled A	Mountainous	Temperate	70	10	5	5	.10	Contains gold fields; country favourable to agriculture or depasturage. Extensive gold fields; country very suitable for grain and fodder. Purely pastoral country.
		Intermediate B	Plain	Mild	50	25	10	15	.....
		Pastoral C	Do.	Warm	20	50	10	20	.....
Bolton	Part of Pastoral Districts Lachlan and Murrumbidgee.	Eastern A	Do.	Do.	70	30	Fit for agriculture only when combined with grazing. Purely pastoral country.
		Western B	Do.	Do.	70	.....	.....	30	.....
Wood	Albury Police District	Plain, except eastern extremity	Do.	93	7	Country agricultural, pastoral, and of mixed character.

Sydney: Thomas Richards, Government Printer—1878.

[Map.]

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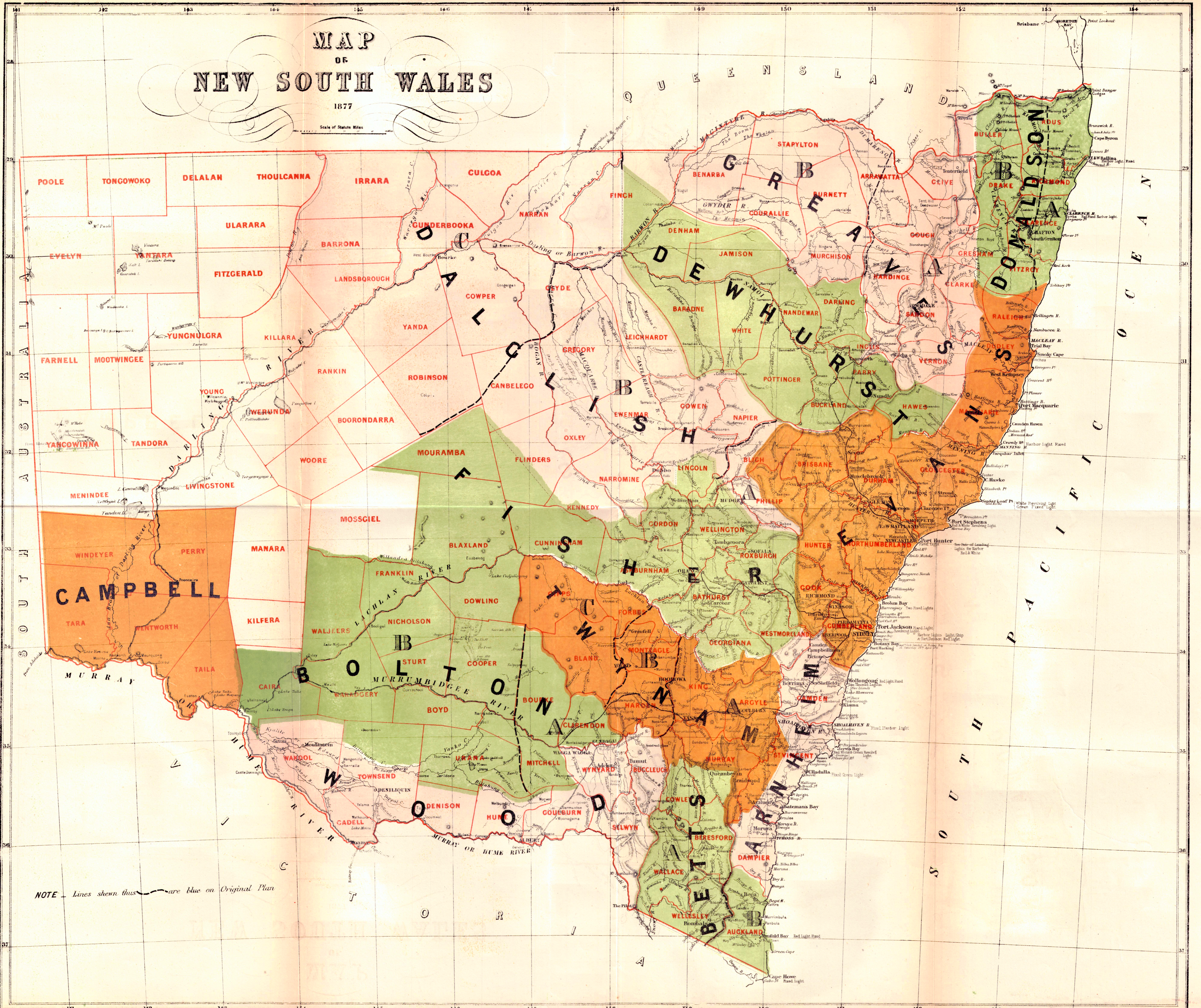
N.B.—As will be seen by a reference to the Reports, different views are held by the District Surveyors of the classes who have taken up land under the named clauses, and consequently varying estimates of the same have been made, moreover, as repeatedly stated in the said reports, the estimates are merely approximate.

J. G. HAY,
21 May, 1878.

MAP OF NEW SOUTH WALES

1877

Scale of Statute Miles



NOTE - Lines shown thus are blue on Original Plan

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

CROWN LANDS.

(SITES FOR CITIES, TOWNS, AND VILLAGES.)

Presented to Parliament, pursuant to Act 25 Vict. No. 1, sec. 4.

ABSTRACT of all Sites for Cities, Towns, and Villages, declared under the 4th section of the Act
25 Victoria No. 1.

City, Town, or Village.	Area for City, Town, or Village.	Area for Suburbs.	Locality.	Government Gazette in which published.
Town of Hillston North	175 acres 3 roods...	941 acres 2 roods...	County of Nicholson, at Hillston North, parish of Redbank.	1st Oct., 1877.
Village of Springhill.....	About 43 acres ...	.....	County of Bathurst, parish of Shadforth.	10th Nov., 1877.
Town of Urana	About 590 acres...	About 1,900 acres	County of Urana, parish of Urana...	14th Nov., 1877.
Village of Brushgrove ...	About 65 acres ...	About 45 acres ...	County of Clarence, parish of Woodford.	Do. do.

1877-8.

NEW SOUTH WALES.

CROWN LANDS.

(SITES FOR CITIES, TOWNS, AND VILLAGES.)

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ABSTRACT of all Sites for Cities, Towns, and Villages, declared under the 4th section of the Act
25 Victoria No. 1.

City, Town, or Village.	Area for City, Town, or Village.	Area for Suburbs.	Locality.	Government Gazette in which published.
Town of Tenterfield	340 acres (about)...	840 acres (about)...	County of Clive, parish of Tenter- field.	1 December, 1877.
Town of Glen Innes	606 „ „	974 „ „	County of Gough, parish of Glen Innes.	„
Village of Bundella	135 „ „	150 „ „	County of Pottinger, parish of Lawson.	24 December, 1877.

1877-8.

NEW SOUTH WALES.

CROWN LANDS.

(SITES FOR CITIES, TOWNS, AND VILLAGES.)

Presented to Parliament, pursuant to Act 25 Vict. No. 1, sec. 4.

ABSTRACT of all Sites for Cities, Towns, and Villages, declared under the 4th section of the Act
25 Victoria No. 1.

City, Town, or Village.	Area for City, Town, or Village.	Area for Suburbs.	Locality.	Government Gazette in which published.
Town of Warren	220 acres (about)...	3,400 acres (about)..	County of Oxley, parish of Warren, at Warren.	22 February, 1878.
Extension to Town of Casino.	165 „ „ .....	.....	County of Richmond, parish of Casino South, on the south side of the Richmond River.	

1877-8.

NEW SOUTH WALES.

CROWN LANDS.

(SITES FOR CITIES, TOWNS, AND VILLAGES.)

Presented to Parliament, pursuant to Act 25 Vict. No. 1, sec. 4.

ABSTRACT of all Sites for Cities, Towns, and Villages, declared under the 4th section of the Act
25 Victoria No. 1.

City, Town, or Village.	Area for City, Town, or Village.	Area for Suburbs.	Locality.	Government Gazette in which published.
Village of Bulla.....	458 acres (about)...	320 acres (about)...	County of Monteagle, parish of Wilton, on Bulla Creek.	30 March, 1878.
Town of Nelligen	156 " " ...	1,180 " " ...	County of St. Vincent, parishes of West and East Nelligen.	Do.
Town of Gundurimba ...	163 " " ...	690 " " ...	County of Rous, parishes of South and East Gundurimba.	Do.

1877-8.

NEW SOUTH WALES.

CROWN LANDS.

(SITES FOR CITIES, TOWNS, AND VILLAGES.)

Presented to Parliament, pursuant to Act 25 Vict. No. 1, sec. 4.

ABSTRACT of all Sites for Cities, Towns, and Villages, declared under the 4th section of the Act
25 Victoria No. 1.

City, Town, or Village.	Area for City, Town, or Village.	Area for Suburbs.	Locality.	Government Gazette in which published.
Town of Mudgee	About 750 acres...	About 15 sq. miles	County of Wellington, parishes of Mumma and Mudgee.	5th April, 1878.
Village of Mundarlo.....	About 320 „	About 320 „	County of Wynyard, parish of Mundarlo.	„ „
Town of Tamworth	About 750 „	950 acres	County of Inglis, parish of Tam- worth.	„ „
Town of Walcha	About 375 „	About 796 acres...	County of Vernon, parish of Walcha	„ „

1877-8.

NEW SOUTH WALES.

CROWN LANDS.

(AUTHORIZED TO BE DEDICATED TO RELIGIOUS AND PUBLIC PURPOSES.)

Presented to Parliament, pursuant to Act 25 Vic. No. 1, sec. 5.

ABSTRACT of Crown Lands authorized to be dedicated to Religious and Public Purposes, in accordance with the 5th section of the Act 25 Victoria No. 1.

Place.	County.	Allotment.	Section.	Locality.	Area.	To what purpose dedicated.	No. of Papers.	Cat. No. of Plan.
Adelong	Wynyard	1, 2, and 10	18	Town of Adelong	a. r. p. 1 2 0	Church of England Church and Parsonage.	Ms. 76-6,507	A. 1-1,664 R.
Amosfield	Buller	Portion 447		Parish of Ruby	2 0 0	Public School	77-6,068	P. 359-1,978
Badjerribong	Cunningham	" 25		Do. Badjerribong	2 0 0	Do.	6,526	P. 325-1,978
Bullock Island	Northumberland	2 "	38	Do. Newcastle	0 1 36½	Presbyterian Church	5,564	C. 002-1,984
Do.	Do.	9	38	Do. do.	0 0 37½	Do. Manse		
Bungowannah	Hume	Portions 239 and 40		Do. Bungowannah	1 2 0	Presbyterian Church and Manse	76-6,433	C. 520-1,984
Clarendon	Clarendon	Portion 87		Do. Eurongilly	1 0 0	Public School	77-14,480	P. 351-1,978
Coolac	Harden	Portions 263 and 2		Do. Coolac	1 2 0	Church of England Church and Parsonage.	11,416	C. 601-1,984
Cowra	Bathurst	Part of section 18		Village of Cowra	1 2 0	Do.	12,210	C. 616-1,984
Cudal	Ashburnham	1, 2, and 10	14	Do. Cudal	1 2 0	Roman Catholic Church and Presbytery.	74-8,718	C. 2-2,003
Cudgegong	Wellington	1	10	Do. Cudgegong	2 0 0	Public School	77-9,495	P. 355-1,978
Dalton	King	8	1	Town of Dalton	0 1 39½	Church of England Parsonage	7,301	D. 1-1813 R.
Doughboy Hollow	Buckland	Portions 124 and 3		Parish of Temi	1 2 0	Roman Catholic Church and Presbytery.	4,315	C. 549-1,984
Forster	Gloucester			At Wallis Lake	4 0 0	General Cemetery	76-7,705	C. 553-1,984
Fullerton	Georgiana	Portion 53		Parish of Sherwood	2 0 0	Public School	77-2,901	P. 319-1,978
Goonoo Goonoo	Parry	Portions 72 and 3		Do. Goonoo Goonoo	1 2 0	Roman Catholic Church and Presbytery.	9,873	C. 609-1,984
Gumbargana	Hume	" 1 and 2		Do. Richmond	1 2 0	Baptist Church and Minister's Residence.	28	C. 563-1,984
Hay	Waradgery	1 and 2	21	Town of Hay	1 2 0	Roman Catholic Church and Presbytery.	8,052	C. 503-1,984
Hill End	Wellington	Portion 316		Parish of Tambaroora	7 0 0	Recreation Ground	11,169	W. 652-2,001
Morongla	Forbes	" 77		Do. Morongla	2 0 0	Public School	7,256	P. 352-1,978
Nattery	Argyle	" 47		Do. Nattery	2 0 0	Extension of site for Public School.	1,367	P. 345-1,978
Nerriga	St. Vincent	" 90		Do. Meangora	2 0 0	Public School	4,566	P. 332-1,978
Power's Corner	Wellesley	" 83		Do. Hayden	2 0 0	Do.	2,300	P. 371-1,978
Redlands	Hume	" 420		Do. Corowa	2 0 0	Do.	7,685	P. 390-1,978
Sneckville Reach	Cumberland	" 62		Do. Cornelia	4 0 0	Do.	0,885	P. 300-1,978
Soone	Brisbane			At Soone	7 2 0	General Cemetery	11,988	C. 552-1,984
Tocumwal	Denison			Parish of Tocumwal	7 2 0	Do.	4,318	C. 555-1,984
Toll-bar Creek	Beresford	Portion 153		Do. Bunyan	2 0 0	Public School	6,854	P. 373-1,978
Wallabadah	Buckland	18 and 21	27	Town of Wallabadah	1 3 20	Do.	11,787	P. 352-1,978
Waggahallah	King	Portion 64		Do.	2 0 0	Do.	1,665	P. 376-1,978
Walgett	Baradine	1 and 4	11	Parish of Lerida	2 0 0	Do.	8,293	W. 1,762 A.
Wellington	Wellington	21	77	Town of Wallgott	2 0 0	Do.	10,524	W. 44-1,981
Yarrunga	Camden	Portion 291		Do. Wellington	0 0 11	School of Arts	8,592	P. 341-1,978
Do.	Do.	" 295		Parish of Yarrunga	2 0 0	Public School	3,103	P. 344-1,978
				Do. do.	2 0 0	Do.		

1877-8.

NEW SOUTH WALES.

CROWN LANDS.

(AUTHORIZED TO BE DEDICATED TO RELIGIOUS AND PUBLIC PURPOSES.)

Presented to Parliament, pursuant to Act 25 Vic. No. 1, sec. 5.

ABSTRACT of Crown Lands authorized to be dedicated to Religious and Public Purposes, in accordance with the 5th section of the Act 25 Victoria No. 1.

Place.	County.	Allotment.	Section.	Locality.	Area.	To what purpose dedicated.	No. of Papers.	Cat. No. of Plan.
Back Creek	Goulburn	Portions 90 and 91		Parish of Jerra Jerra	a. r. p. 1 2 0	Roman Catholic Church and Presbytery.	Ms. 77-5,309	C. 614-1,984
Bathurst	Bathurst			City of Bathurst	0 2 0	Public School	78-3,090	P. 257-1,978
Bowning	Harden	16 and 14	14	Village of Bowning	1 2 0	Church of England Church and Parsonage.	77-3,183	C. 568-1,984
Box Ridge	Roxburgh	Portion 72		Parish of Waterbeach	2 0 0	Public School	11,900	P. 330-1,978
Brawlin	Harden	" 168		Do. Cowcumbla	2 0 0	Do.	11,868	385 "
Brocklesby West	Hume	" 151		Do. Brocklesby	2 0 0	Do.	12,431	380 "
Broke	Northumberland.	1	18	Village of Broke	0 2 0	School of Arts	13,681	B. 1-1,715
Bulga	Hunter	Portion 64.		Parish of Whybrow	2 0 0	Public School	7,938	P. 396-1,978
Bungonia	Argyle	18 and 17	3	Town of Bungonia	1 2 0	Church of England Church and Parsonage.	9,259	C. 624-1,984
Burrawang	Camden	Portion 281A		Parish of Yarrunga	2 0 0	Public School	9,466	P. 333-1,978
Camden Haven	Macquarie			Do. John's River	7 2 0	General Cemetery	6,989	C. 621-1,984
Canonba	Gregory	1 and 2	18A	Town of Canonba	1 0 23	Roman Catholic Church and Presbytery.	6,714	C. 613 "
Canowindra	Ashburnham	Portion 80A		Parish of Collet	2 0 0	Public School	73-917	P. 392-1,978
Carrow Brook	Durham	" 78		Do. Carrow	2 0 0	Do.	77-5,026	300 "
Cathcart	Wellesley	Part of section 19		Village of Cathcart	2 0 0	Do.	78-598	414 "
Deep Creek	Nandewar	Portion 138		Parish of Tappereena	2 0 0	Do.	77-9,525	347 "
East Argyle	Argyle	" 145		Do. Marulan	2 0 0	Do.	7,663	336 "
Everton	King	" 101		Do. Blakeney	2 0 0	Do.	7,288	308 "
Little Forest	Bathurst	" 23		Do. Coleridge	2 0 0	Do.	9,255	232 "
Middle Harbour	Cumberland			Hunter's Beach, parish of Willoughby.	about 5 acres.	Public purposes.	78-2,440	.....
Moor Creek	Inglis	Portion 108		Parish of Woolmol	2 0 0	Public School	77-10,661	P. 335-1,978
Nowra	St. Vincent	Portions 211 and 212		Do. Nowra	1 2 0	Church of England Church and Parsonage.	4,327	C. 625-1,984
Spring Hill	Bathurst	Portion 229		Do. Shadforth	5 0 0	Public School	4,314	P. 239-1,978
Springwood	Cook	" 95		Do. Coomassie	1 2 29	Do.	3,145	378 "
The Rocks	Clive	" 82		Do. Glenlyon	2 0 0	Do.	5,632	398 "
Tuena	Georgiana			Do. Tuena	about 640 acres.	Permanent Common	8,663	.....
Urana	Urana	7, 6, and 5	17	Town of Urana	1 2 0	Roman Catholic Church and Presbytery.	11,542	C. 607-1,984
Wallendbeen	Harden	5, 4, and 3	4	Village of Wallendbeen	1 2 0	Wesleyan Church & Minister's Residence.	2,891	W. 1-2,190 R
Do.	Do.	2 and 3	5	Do. do.	1 2 0	Presbyterian Church and Manse	6,278	C. 615-1,984
Yarra	Forbes	Portion 208		Parish of Mulyan	2 0 0	Public School	13,152	P. 353-1,978
Yarralaw	Argyle	" 150		Do. Yarralaw	2 0 0	Do.	12,190	349 "
Yass	King			Town of Yass	2 2 24	Do.	11,400	834 "

1877-8.

NEW SOUTH WALES.

CROWN LANDS.

(AUTHORIZED TO BE DEDICATED TO RELIGIOUS AND PUBLIC PURPOSES.)

Presented to Parliament, pursuant to Act 25 Vict. No. 1, sec. 5.

ABSTRACT of Crown Lands authorized to be dedicated to Religious and Public Purposes, in accordance with the 5th section of the Act 25 Victoria, No. 1.

Place.	County.	Locality.	Area.	To what purpose dedicated.	No. of Papers.
Sydney.....	Cumberland	Hyde Park, City of Sydney	a. r. p. abt. 40 0 0	Public recreation	Ms. 78-8,643
Do.	Do.	Land lying east of College-street, to be designated Cook Park.	„ 3 2 0	Do.	Do.
Do.	Do.	Land lying north-east of Boom- erang-street, to be designated Phillip Park.	„ 4 2 0	Do.	Do.

1877-8.

NEW SOUTH WALES.

CROWN LANDS.

(AUTHORIZED TO BE DEDICATED TO RELIGIOUS AND PUBLIC PURPOSES.)

Presented to Parliament, pursuant to Act 25 Vict. No. 1, sec. 5.

ABSTRACT of Crown Lands authorized to be dedicated to Religious and Public Purposes, in accordance with the 5th section of the Act 25 Victoria, No. 1.

Place.	County.	Portion.	Allotment.	Section.	Locality.	Area.	To what purpose dedicated.	No. of Papers.	Cat. No. of Plan.
Baker's Swamp	Gordon	103			Parish of Narragal	a. r. p. 2 0 0	Public School	Ms. 77-10,384	P. 401-1,978
Bank's Meadow	Cumberland				Do. of Botany	abt. 5 0 0	Public Recreation	Ml. 78-715	B. 2-1,340 R.
Baradine	Baradine				near Baradine	7 2 0	General Cemetery	78-5,064	C. 140-1,934
Do.	Do.	1		23	Town of Baradine	2 0 0	Public School	77-12,088	P. 413-1,978
Do.	Do.	7 & 8		13	Do.	1 2 0	Church of England Church and Parsonage	12,090	C. 629-1,984
Do.	Do.	7 & 8		19	Do.	1 2 0	Westeyan Church and Minister's Residence.	12,089	C. 630-1,984
Camden Haven	Macquarie	51			Parish of John's River	2 0 0	Public School	14,415	P. 367-1,978
Cedar Creek	Northumberland	76			Do. Millfield	3 1 2	Do.	10,751	P. 399-1,978
Cooba Creek	Clarendon	53			Do. Cooba	2 0 1	Do.	78-1,880	P. 370-1,978
Cungegong	Harden		1, 2 & 10	15	Village of Cungegong	1 2 0	Roman Catholic Church and Presbytery	77-9,769	C. 626-1,984
Gundagai, North	Clarendon				North Gundagai	8 0 0	General Cemetery	78-5,252	C. 412-730
Hillston	Nicholson		1 & 2	6	Town of Hillston, North	2 0 19	Public School	77-2,494	P. 337-1,978
Do.	Do.			7	Do.	1 2 0	Church of England Church and Parsonage	1,513	C. 592-1,984
Ironbong	Clarendon	114 & 115			Parish of Bute	1 2 0	Do.	12,597	C. 628-1,984
Do.	Do.	113			Do.	2 0 0	Public School	12,593	P. 411-1,978
Lake Albert	Wynyard	91			Parish of Rowan	2 0 0	Do.	13,012	P. 353-1,978
Majura	Murray	71			Do. Pialligo	2 0 0	Do.	78-630	P. 422-1,978
Mimosa Dell	Westmoreland	55			Do. Adderley	2 0 0	Do.	77-11,104	P. 406-1,978
Paling Yards	Roxburgh	109			Do. Jesse	2 0 0	Do.	78-4,442	P. 431-1,978
Rainbow Creek	Durham	330			Do. St. Alban's	2 0 0	Do.	77-12,524	P. 407-1,978
Tuggeranong	Murray	140			Do. Tuggeranong	2 0 0	Do.	10,970	P. 408-1,978
Turi	Parry	173			Do. Turi	2 0 0	Do.	9,524	P. 346-1,978
Wallace Town	Clarendon	89 & 90			Do. Malebo	1 2 0	Westeyan Church and Minister's Residence.	14,512	C. 569-1,984
Wallendbeen	Harden	452			Do. Cuttings	2 0 0	Public School	11,421	P. 357-1,978

1877-8.

NEW SOUTH WALES.

CROWN LANDS.

(RESERVED FROM SALE FOR THE PRESERVATION OF WATER SUPPLY OR OTHER PUBLIC PURPOSES.)

Presented to Parliament, pursuant to Act 25 Vic. No. 1, sec. 4.

ABSTRACT of Crown Lands reserved from Sale until surveyed, for the preservation of Water Supply, or other public purposes, in accordance with the 4th section of the Act 25 Victoria No. 1.

No. of Papers.	No. of Reserva.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Aln. 77-2429	501 ex.	County of Pottinger, parish of Dubbleda, Gul-londaddy.	abt. 2,650 acres	1 Oct., 1877 ...	3789
Ms. 77-7441	1257	County of Moaramba	640 "	" " " "	" "
8003	1258	Do.	320 "	" " " "	" "
6409	551	County of Gough, parish of Gordon	about 320 "	" " " "	" "
Cs. 4153	357 W. ex.	County of Pottinger, parish of Coogal & Brigaloo	" 1,285 "	" " " "	3790
Aln. 6490	550	County of Sandon, parish of Kentucky	" 76½ "	" " " "	" "
Ms. 76-5857	553	Do. parish of Arding	60 "	" " " "	" "
Aln. 75-30252	1852	County of Hume, parish of Buraga	about 60 "	" " " "	" "
76-39873	1845	County of Wakool, parish of Candoulpi	" 1,200 "	" " " "	" "
Ms. 77-7931	758	County of Leichhardt, parish of Nebes	" 16 "	" " " "	" "
7146	1856	County of Caira, parish of Pungmaller	" 1,100 "	3 " " "	3831
3635	185	County of Cooper, parish of Narrandera	" 240 "	" " " "	3833
6279	26	County of Cumberland, parish of Alexandria ...	" 105 "	10 " " "	3959
6280	18	Do. parish of Londonderry	40 "	12 " " "	3972
4445	19	County of Georgiana, parish of Yalbraith	40 "	19 " " "	4155
4445	308	Do. parish of Babalahla	40 "	" " " "	" "
4445	309	County of Caira	640 "	" " " "	" "
4445	310	Sahara No. 2 Run	640 "	" " " "	" "
4445	311	Yelkur Run	640 "	" " " "	" "
4445	312	Clare B Run	640 "	" " " "	" "
4445	313	North Clare B Run	640 "	" " " "	4156
6021	673	Whitmanbah Run	640 "	" " " "	" "
7558	1262	County of Murchison, parish of Halland Macintyre	640 "	" " " "	" "
Cs. 77-14348	1267	County of Bland, parish of Yerai	640 "	" " " "	" "
Ms. 77-7559	1266	County of Nicholson, parish of Belale and Eureka.	960 "	" " " "	" "
6697	240 W. ex.	County of Waljeers, parish of Mosscoil	1,506 "	" " " "	" "
6367	1272	County of Harden, parish of Nurang	51½ "	" " " "	" "
Aln. 76-32147	1857	Do. parish of Mooney Mooney	56acs. 1rd.	" " " "	4156
Ms. 77-6925	654	County of Urana, parish of Wiloona	640 acres.	" " " "	" "
3654	1270	County of Dudley, parish of Macleay	240 "	" " " "	" "
75-7892	293	County of Haren, parish of Murrumbold	3 "	2 " " "	3798
77-6925	555	County of Beresford, parish of Jillamatong	" 1,600 "	9 " " "	3932
6925	556	County of Dudley, parish of Pudie	240 "	19 " " "	4156
6329	1120	County of Clarke, parish of Dyke	about 250 "	" " " "	" "
Aln. 77-25127	364 E. ex.	County of Nandewar, parish of Tipperuna	2 "	" " " "	" "
Ms. 77-7292	1274	County of Barnett, parish of Gragin and Myalla	about 135 "	" " " "	4157
7558	1263	Counties of Bland and Harden, parishes of Cangan and Jindalee.	" 3,260 "	" " " "	" "
7558	1264	County of Bland, parish of Yerai	40 "	" " " "	" "
7558	1260	Do. do.	60 "	" " " "	" "
7558	1261	Do. parish of Moonbucca	abt. 1,020 "	" " " "	4158
Aln. 77-4095	829	Do. parish of Yerai	" 1,480 "	" " " "	" "
Ms. 77-2382	830	County of Cunningham, parish of Wolongong...	" 1,000 "	" " " "	" "
4916	829	County of Ashburnham, parish of Parkes	160 "	" " " "	" "
7847	1285	County of Clyde, parish of Brewarrina	58 "	" " " "	" "
8221	351	County of Clarendon, parish of North Gundagai	140 "	" " " "	" "
7468	70 W. ex.	County of Beresford, parish of Coolringdon ...	20 "	" " " "	" "
Cs. 77-15369	1268	County of Harden, parish of Gobarralong	256 "	" " " "	4159
Ms. 77-4095	828	County of Forbes, parish of Mulyan	about 11½ "	" " " "	" "
		County of Cunningham, parish of Wolongong...	" 21 "	" " " "	" "

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Aln. 76-42370	34	County of Phillips, parish of Bayly	about 11 acres	19 Oct., 1877	4159
Ms. 77-7468	1271	County of Harden, parish of Gobarrnlong	640 "	"	"
Aln. 76-28264	345	County of Dampier, parish of Bodalla	40 "	"	"
72-14075	347	Do. do.	40 "	"	"
14074	346	Do. do.	56acs. 3rds.	"	4160
Ms. 77-5300	43	County of Bathurst, parish of Shadforth.....	about 18 acres	10 Nov., 1877	4394
76-10842	296	County of Killera	" 4 sq. m.	"	4395
10842	297	Do.	" 4 "	"	"
10842	298	Do.	" 4½ "	"	"
10843	299	County of Irrara	" 2 "	"	"
10843	300	Do.	" 4 "	"	"
10840	301	Counties of Thoulcanna and Irrara	3 "	"	"
10840	302	Do. do.	about 10 "	"	"
77-11085	767	County of Gregory	" 2 "	30 Oct., 1877	4240
11085	768	Do.	" 2½ "	"	"
11665	766	Rocky Station Run	4 "	"	"
Ms. 76-11550	303	County of Thoulcanna.....	about 5 "	10 Nov., 1877	4395
11550	304	County of Irrara	5 "	"	"
77-876	305	Counties of Irrara and Thoulcanna	10 "	"	"
76-11311	306	Do. do.	about 4 "	"	"
11311	307	Do. do.	" 4 "	"	"
77-7006	769	County of Lincoln, parish of Bald Hill.....	" 1,000 acres	"	"
7947	316	County of Cairn, parishes of Bocarthon, Bun- omburt, and Cahillighil.	2½ sq. m.	"	4396
7947	317	County of Cairn, parish of Bocarthon	2½ "	"	"
8567	357	County of Wallace, parish of Gordon	45 acres	"	"
6118	1860	County of Goulburn, parish of Coppabella	abt. 1,900 "	"	"
Aln. 77-6218	1861	Counties of Denison and Urara, parishes of Berigan and Mair Jimmy.	" 640 "	"	"
Ms. 77-3812	1862	County of Urana, parish of Wallendoon	960 "	"	"
3812	1863	County of Hume, parish of Ryan	about 660 "	"	"
7286	557	County of Sandon, parish of East Lake.....	" 106 "	"	"
5484	369	County of Finch	640 "	"	"
5485	370	Do.	2 sq. m.	"	"
5152	831	County of Ashburnham, parish of Gunning- bland.	640 acres	"	"
5152	451 N. ex.	County of Ashburnham, parish of Nelangalong	about 640 "	"	"
76-11392	832	Do. parish of Boree Cabonne	33 "	"	4397
11392	833	County of Gregory, parish of Stanhope	about 2½ sq. m.	"	"
9353	834	Do. parishes of Stanhope and Northcote.	5 "	"	"
Aln. 77-6660	674	County of Murchison, parish of Tarrawarora ...	420 acres	"	"
6660	675	Do. parish of Delungra	320 "	"	"
Ms. 77-3812	1865	County of Urana, parish of Wallendoon	31acs. 2rds.	"	"
Aln. 77-6705	1866	County of Wakool, parish of Yarrein	about 290 acres	"	"
Ms. 77-6768	1869	County of Urana, parish of Galore	1,430 "	"	"
Aln. 77-4375	647	County of Murchison, parish of Malroy	50 "	"	4398
Ms. 76-9022	1864	County of Urana, parish of Jerilderie South ...	abt. 1,560 "	"	"
77-6770	184 N. ex.	County of Lincoln, parish of Dumedoo	480 "	"	"
76-1511	1206 E. ex.	County of Urana, parish of Mangabla	about 639 "	"	"
77-9105	1868	County of Buccleugh, parish of Nerangrove ...	" 432 "	"	"
8784	358	County of Beresford, parish of The Brothers ...	2acs. 2rds.	"	"
Aln. 77-5160	803 N. ex.	County of Harden, parish of Mooney Mooney...	about 50 acres	"	"
Ms. 77-4479	558	County of Clive, parish of Jondal	100 "	14 Nov., 1877	"
Cs. 77-1857	359	County of Dampier, parish of Urobodalla	51 "	21 Nov., 1877	4523
Aln. 77-3821	1867	County of Urana, parish of Piney Ridge	47½ "	"	"
Ms. 77-8839	310	County of Drake, parish of Packa	70 "	"	"
8839	311	Do. parish of Carnham	70 "	"	"
8791	559	Counties of Vernon and Hawes, parish of Enfield.	1,280 "	"	4524
8791	560	Counties of Vernon and Hawes, parish of Yarrowitch.	450 "	"	"
Cs. 77-5987	60	County of Raleigh, parish of Valley Valley	12 "	"	"
17967	360	County of Wellesley, parishes of Currawang, Tamworth, and Moonbi.	25 "	"	"
Ms. 77-116		County of English, parish of Woolomol	abt. 4,875 "	10 Nov., 1877	4397
10454	47	County of Cook, at Fihu Plains.....	" 115 "	20 Nov., 1877	4474
10454	38	County of Wellington, parish of Mudgee	40 "	"	"

1877-8.

NEW SOUTH WALES.

CROWN LANDS.

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ABSTRACT of Crown Lands reserved from Sale until surveyed, for the preservation of Water Supply or other public purposes, in accordance with the 4th section of the Act 25 Victoria, No. 1.

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Ms. 77-9792	685	County of Courallie, parish of Combadelo and Bumble.	about 860 acres	1 December, 1877	4667
8502	943 ex.	County of Bland, parish of Eurabba.....	71ac. 2r.	"	"
76-1511	1206 ex.	County of Urana, parish of Muryaba.....	639 acres	"	"
Cs. 77-24919	791	County of Ewenmar (on Calf-pen Creek).....	560 "	"	4668
Ms. 77-7417	792	County of Leichhardt, parish of PineScrub Run	640 "	"	"
10293	329	County of Wentworth.....	4sq. m.	"	"
8501	1277	County of Bland, parish of Bribaree.....	60 acres	"	"
Aln. 7289	1280	County of Gipps, parish of Barar.....	1400 "	"	"
Ms. 9539	1281	County of Bland, parish of Barmedman.....	1900 "	"	"
"	1282	Do. parish of Warbilla.....	640 "	"	"
Aln. 76-22088	1881	County of Townsend, parish of Officer.....	1080 "	"	"
Ms. 77-7646	562	County of Sandon, parish of Damaresque.....	23ac. 1r.	"	"
9722	563	County of Gough, parish of Wellington.....	74½ acres	"	"
"	564	Do. parishes of Yarrowford and Wellington.	160 "	"	"
76-11176	676	County of Arrawatta, parish of Trigamon.....	1360 "	"	4669
1290	851	County of Cunningham, parish of Condoublin and Galgo.	800 "	"	"
77-8274	309	County of Rous, parish of Wiangarie and Windham.	120 "	"	"
11095	354	County of Beresford, parish of Micaligo.....	260 "	"	"
"	1126	County of White, parish of Cocaboy.....	640 "	"	"
"	1127	Do. parish of Cox.....	1280 "	"	"
"	1128	Do. parish of Orr.....	960 "	"	"
"	1129	Do. parish of Borah.....	960 "	"	"
7073	91	County of Brisbane, Myrabluar.....	40 "	"	"
"	92	Do. parish of Wobimble.....	40 "	"	"
5670	352	County Wellesley, parish of Glenbog.....	640 "	"	4670
Cs. 77-19167	211 ext. ex.	County of Rous, parish of North Codrington..	50 "	"	"
Ms. 77-2166	44	County of Macquarie, parish of Lansdown.....	7ac. 3r. 16p.	"	"
5278	1284	County of Harden, parish of Cullinga.....	11ac. 3r. 25p.	"	"
8123	344 ex.	County of Auckland, parish of Mogila.....	340 acres	"	"
Aln. 76-42322	508	County of Gough, parish of Clive.....	60 "	"	4669
Ms. 77-9630	1283	County of Bland, parish of Bimbe, Euroka.....	865 "	"	"
10293		County of Wentworth (at Gol Gol).....	7150 "	"	4672
5687	775	County of Leichhardt.....	1400 "	15	4861
10564	1289	County of Gipps, parish of Ilgindrie.....	1280 "	"	"
9272	1859	County of Boyd, parish of Malberyong.....	21sq. m.	"	"
5079	294	County of Cairn.....	42sq. m.	"	4862
8957	550 ex.	County of Pottinger, parish of Gunnedah.....	21 acres	"	"
Cs. 77-8226	909 ex.	Do. parish of Gullendaddy.....	40 "	"	"
Aln. 76-37305	1887	County of Townsend, parish of Kerurakoon.....	320 "	"	"
33816	1888	Do. parish of Bozeo.....	380 "	"	"
Ms. 77-7945	1889	County of Hume, parish of Corowa.....	144ac. 3r.	"	"
3974	371	County of Finch, parish of Gingie.....	480 "	"	"
5097	331	County of Cairn, parish of Barombert.....	729 "	"	4863
9416	1858	County of Waradgery, parish of Toogimbee.....	340 "	"	"
7483	677	County of Arrawatta.....	320 "	"	"
"	678	Do.....	640 "	"	"
"	679	Do.....	50 "	"	"
"	680	Do.....	100 "	"	"
10565	1288	County of Gipps, parish of Eaglo.....	2500 "	"	"
9260	466 S. ex.	County of Harden, parish of Moonez Moonez...	2ac. 1r.	"	"
10912	1130	County of Leichhardt, parish of Turidgerie, North Run.	5sq. m.	"	"
10566	1287	County of Gipps, parish of Yarrall and Weelah.	3840 acres	"	"
Aln. 77-7339	315	County of Cairn, parish of Balranald.....	870 "	"	4864
Ms. 677	1131	County of Buckland, parish of Moar.....	2ac. 1r. 15p.	"	"

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Ms. 77-1365	1131	County of Argyle, parish of Yarralan	about Sac. Or. 5p.	15 December, 1877	4864
"	58 ex.	County of Caira	4sq. m.	"	"
5079	62 ex.	Do.	" 800 acres	"	"
9765	314	Do. parish of Yarrington.....	" 4½sq. m.	"	"
Aln. 77-5709	1290	County of Sturt, parish of Currathool.....	" 11ac. 3r. 16p.	"	"
Ms. 77-5687	774	County of Leichhardt, parish of Magameton Mountain.	25 acres	"	"
12215	1125	County of Baradine, East Camble Run.....	640 "	24 "	4965
12208	567	Counties of Harding and Darling	3000 "	"	"
13031	692	County of Baraba	640 "	"	"
4420	378	County of Calga	4sq. m.	"	4966
10778	846	County of Ashburnham, parish of Kamandra...	" 60 acres	"	"
7641	61	County of Dudlez, parish of Yarrabandinie	" 400 "	"	"
"	62	parishes of Yanba and Yarrabandinie.	" 400 "	"	"
9345	27	County of Cumberland, parish of St. George...	" 8 "	"	"
7614	49	County of Northumberland, parish of Broke....	5½ "	"	"
9631	565	County of Gough, parish of Wellingrove.....	930 "	4 "	4633
Ccl. 2801	1890	County of Mitchell, parish of Gillenbah.....	" 7472 "	14 "	4827
Ms. 435	1177	County of Weradgery and Nicholson.....	" 24sq. m.	18 "	4868

Sydney : Thomas Richards, Government Printer—1878.

[3d.]

Explan.

1877-8.

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CROWN LANDS.

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No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Ms. 77- 13668	1136	County of Baradine.	about 1,600 acres	4 Jan., 1878 ...	49
	14200	County of Bland, parish of Warbilla	2 sq. miles	" .. "	"
Aln. 77- 6859	18	County of Westmoreland, parish of Thornshope	5 acres	" .. "	"
	9444	Do. parish of Jocelyn	40 "	" .. "	"
Ms. 77- 2417	1331	Counties of Waradgery and Nicholson	about 22 sq. mil.	15 .. "	221
	14388	County of Beresford, parish of Bingara	160 acres	" .. "	"
78- 487	1900	County of Winyard, parish of Willie Ploma	20 "	" .. "	"
77- 10363	40	County of St. Vincent, parish of Nowra	108 "	25 .. "	389
	12500	County of Yantara	1 sq. mile	" .. "	"
	311	Do.	160 acres	" .. "	"
	312	Do.	6 sq. miles	" .. "	"
	313	Do.	2½ "	" .. "	"
Aln. 76- 36520	806	County of Ewenmar, parish of Moonal	700 acres	" .. "	"
Ms. 77- 11006	590 N.-ex.	Do. parish of Tinandra	about 1,600 "	" .. "	390
	10694	Do. parish of Merrigal	" 360 "	" .. "	"
	783	Do. do.	" 800 "	" .. "	"
	7737	Do. parish of Umangla	" 31 "	" .. "	"
	10695	Do.	2,400 "	" .. "	"
	780	Do. do.	1,920 "	" .. "	"
	10697	Do.	1,440 "	" .. "	"
	10696	Do.	2,400 "	" .. "	"
	11005	County of Gregory, parish of Tongamba	about 960 "	" .. "	"
	10698	Do.	2½ sq. miles	" .. "	"
	9350	Do. parish of Peter Dufty	about 5 "	" .. "	"
	1106	County of Gowen, parish of Kirban	" 650 acres	" .. "	"
Aln. 77- 5904	318	County of Windeyer, parish of Cathero	" 2 sq. miles	" .. "	391
" "	319	Do. parish of Yartla	" 3 "	" .. "	"
" "	320	Do. do.	" 1½ "	" .. "	"
" "	324	County of Manara	1 "	" .. "	"
Ms. 77- 10355	686	County of Stapplyton, parish of Weldan	about 960 acres	" .. "	"
	9537	County of Nicholson, parish of Moon Moon	" 1,650 "	" .. "	"
	10185	County of Leichhardt	" 3 sq. miles	" .. "	"
	8956	County of Buckland, parish of Currabubula	40 acres	" .. "	"
	"	Do. do.	20 "	" .. "	"
Aln. 77- "	1906	County of Wakool, parish of Worobyan	408 "	" .. "	"
" "	789 W.-ex.	Do. parish of Worobyan and Moulamien South	340 "	" .. "	"
Ms. 77- 13010	1877	County of Boyd, parishes of Uri and Ugobitt	about 6 sq. miles	" .. "	"
67- 4288	571	County of Inglis, parish of Bendemeer	640 acres	" .. "	"
72- 6671	372	County of Wellesley, parish of Nelson	10 "	" .. "	392
77- 11437	572	County of Sandon, parish of Uralla	386 "	" .. "	"
	12168	Do. parish of Elton	120 "	" .. "	"
76- 6697	574	County of Vernon	" .. "	" .. "	"
	9419	County of Sandon, parish of Eastlake	72 "	" .. "	"
77- 9351	658 NW.-ex.	County of Gregory, parish of Mumblebone	about 600 "	" .. "	"
	7401	Do. parish of Buttabone	" 2,000 "	" .. "	"
" "	790	Do. parishes of Mount Foster and Buttabone	" 1,100 "	" .. "	"
	7642	County of Ashburnham, parish of Wangan and Trajere	" 230 "	" .. "	"
" "	836	Do. parish of Trajere	" 100 "	" .. "	"
" "	837	Do. parishes of Trajere and Wangan	" 420 "	" .. "	393
	8278	County of Gordon, parish of Dilga	" 40 "	" .. "	"
	9351	County of Gregory, parish of Mumblebone	" 1,400 "	" .. "	"
	7439	Do. parish of Backungog	" 1,910 "	" .. "	"
" "	844	Do. do.	" 3,240 "	" .. "	"
" "	845	Do. do.	" 3,240 "	" .. "	"

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Ms. 77- 11577	850	County of Gregory, parishes of Morbilla and Mara	2,900 acres	25 Jan., 1878	393
11579	691	County of Murchison, parish of Bingara	about 680 "	"	"
11216	849	County of Ashburnham, parish of Barton	" 50 "	"	"
11431	31	County of Gloucester, parish of Kendibakh	" 165 "	"	394
8961	770	County of Ewenmar, parishes of Carrigan and Wambianna	" 3,520 "	"	"
10907	772	County of Ewenmar, Umangla	" 1,820 "	"	"
"	773	Do. parish of Callemburrawang	" 1,600 "	"	"
8963	778	Do. parish of Werrigai and Barroway	about 2½ sq. miles	"	"
11005	785	County of Gregory, parishes of Melrose and Tongamba	" 900 acres	"	"
5237	322	County of Tailla, parish of Euston	" 276½ "	"	"
R.S.B.F., 1817	690	County of Benarba, parishes of Neargo and Numby Numby	3½ sq. miles	"	395
Ms. 77- 11339	1121	County of Jamison	" 2,550 acres	"	"
	1122	County of Nandewar, parish of Narrabri	" 50 "	"	"
	1123	Do. do.	" 65 "	"	"
11873	1124	Do. do.	" 180 "	"	"
10674	575	County of Clive, parish of Glenlyon	" 656 "	"	"
9351	842	County of Gregory, parish of Mumblebone	" 2,870 "	"	"
C.S., 77- 11467	1286	County of Gipps, parish of Goobothery	" 25 "	"	"
Ms. 77- 6453	58	County of Argyle, parish of Tarlo	" 3 "	"	396
R.S.B.F., 1682	59	Do. parish of Tarrago	18½ "	"	"
Ms. 77- 1139	804	County of Lincoln, parish of Tinandra	about 110 "	"	"
11138	794	Do. parish of Narran	" 320 "	"	"
11143	1297	County of Forbes, parish of Broula	" 146 "	"	"
C.S., 77- 32163	839	County of Ashburnham, parish of Terara	26a. 1r. 4p.	"	"
Ms. 77- 9351	843	County of Gregory, parish of Mumblebone	about 60 acres	"	"
10627	847	County of Ashburnham, parish of Curragong	42 "	"	"
7535	282 W.-ex.	Counties of Wellesley and Auckland, parish of Burrinbaeco, &c.	1,440 "	"	397
10659	1902	County of of Townsend, parish of Campbell	1,230½ "	"	"
"	1901	Do. parish of Edgar	1,941a. 3r.	"	"
8537	1905	County of Boyd, parish of Carabary	3½ sq. miles	"	"
11167	1871	County of Winyard, parish of Gregado	2 "	"	"
"	1872	Do. do.	640 acres	"	"
"	1873	Do. parish of Livingstone	2 sq. miles	"	"
"	1874	Do. parish of Wormahrigong	3 "	"	"
6588	1295	County of Bourke	3,280 acres	"	"
4338	1296	Do.	3,760 "	"	"
"	35 ex.	County of Windeyer, parish of Mullogama	about 1½ sq. mile	"	398
"	113 W.-ex.	Do. parish of Yartla	" 5 sq. miles	"	"
10327	116	Do. parish of Yaltolka	" 5½ "	"	"
11578	1291	County of Harden, Demondrille	" 12 acres	"	"
Aln. 77- 8351	1300	County of Waljeers, parish of Waljeers	" 1,250 "	"	"
Ms. 77- 11073	1904	County of Wakool, parish of Noorong	" 134a. 3r.	"	"
C.S. 77- 17864	328	County of Townsend, parish of Dahwilly	" 31 acres	"	399
Ms. 77- 5851	805	County of Windeyer, parish of Willatia	" 5½ "	"	"
8964	805	County of Ewenmar, parish of Killendoon	1,400 "	"	"
4651	784	County of Gregory, parish of Sandridge	2,560 "	"	"
6934	1298	County of Forbes, parish of Mulyan	4 "	"	"
Aln. 77- 7339	1875	County of Winyard, parish of Rowan	" "	"	"
I. 77- 6013	315-	County of Cairn, parish of Balranald	about 870 "	"	"
	68	County of Dudley, parish of Burragong	" 24 "	"	"
	230 ex.	County of Sandon, parish of Mihi	" 72 "	"	"
C.S. 77- 25097	838	County of Ashburnham, parish of Grogra	" 7 "	"	"
Ms. 77- 681	1903	County of Selwyn, parish of Tumberumba	" 960 "	"	"
11473	689	County of Benarba	" 640 "	"	"
11391	8137	County of Rous, parish of North Casino	" 1,440 "	"	402
		County of Ewenmar, parishes of Killendoon and Umangla	" 2,700 "	"	"
13588	1151	County of White, parishes of Yamimba and Manum	6 sq. miles	"	441
13177	315	County of Werunda	3 "	22	264
	316	Do.	3 "	"	"
	317	Do.	2 "	"	"
	318	Do.	640 acres	"	"
	319	Do.	640 "	"	"
	320	Do.	5½ sq. miles	"	"
C.S. 77- 17766		County of Young	40 acres	"	"
Ms. 77- 11392	316	County of Rous, parish of North Casino	about 55 "	25	398
	317	Do. parish of Kyogle	" 50 "	"	"
Aln. 77- 7261	1292	County of Nicholson, parish of Niabine	" 160 "	"	"
7835	1293	Do. parish of Redbank	about 159 "	"	"
Ms. 77- 6446	48	County of Cooke, parish of Megalong	" 2 "	"	"

1877-8.

NEW SOUTH WALES.

CROWN LANDS.

(RESERVED FROM SALE FOR THE PRESERVATION OF WATER SUPPLY OR OTHER PUBLIC PURPOSES.)

Presented to Parliament, pursuant to Act 25 Vic. No. 1.

ABSTRACT of Crown Lands reserved from Sale until surveyed, for the preservation of Water Supply or other public purposes, in accordance with the 4th section of the Act 25 Victoria, No. 1.

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Aln. 77-8198	1908	County of Wakool, parish of Pual	about 8ac. 2r.	1 February, 1878	515
" "	1909	Do. do.	5ac. 1r.	" "	"
Ms. 12734	56	County of Argyle, parish of Tarlo	29ac. 1r.	" "	"
Aln. 8198	1910	County of Wakool, parish of Spuwa	60 acres	" "	"
Ms. 9399	795	Counties of Lincoln and Napier	640 "	" "	516
" 7005	797	County of Lincoln, parishes of Elong Elong and Bald Hills.	1000 "	" "	"
" 9002	798	County of Leichhardt, parish of Gungalma	18sq. m.	" "	"
" 5314	799	Do. parish of Coonamoona	4 "	" "	"
" 12289	332	County of Caira	2½ "	" "	"
" 11534	1070 ex.	County of Buckland, parish of Yarrinambah	390 acres	" "	"
" 7978	1152	County of Jamison	160 "	" "	"
" 11435	1153	County of Denham, parish of Millie	3520 "	" "	"
" "	1154	Do. do.	3sq. m.	" "	"
" 12595	1155	County of Nandewar, parish of Berriozee	480 acres	" "	"
Aln. 7699	1150	County of Jamison, parish of Thalaba	780 "	" "	"
Ms. 10579	1907	County of Selwyn, parishes of Glenken and Ouranic.	29560 "	" "	517
" 10587	796	County of Lincoln, parishes of Marrungandy and Narran.	170 "	" "	"
Aln. 7699	1156	County of Jamison, parish of Eckford	" 330 "	" "	"
Ms. 11572	1878	Counties of Mitchell and Wynyard, parishes of Uranguntry and S. Wagga.	" 425 "	" "	"
" 11551	1304	County of Monteagle, parishes of Tyagong and Widden.	138ac. 3r.	" "	"
" 12608	1886	County of Wynyard, parishes of Tarrabandra and Minjary.	120 "	" "	"
" 13368	309	Counties of Young and Werunda	6sq. m.	" "	518
" 10948	1731S.W.x.	County of Boyd, parish of Coleambally	498ac. 2r.	" "	"
" 10294	1879	County of Townsend, parish of Dunkeld	1400 "	" "	"
" "	1880	Do. parish of Moulbrassie	6sq. m.	" "	"
Aln. 7724	1884	County of Boyd, parish of Eunanbrennan	937 acres	" "	"
Ms. 12528	1885	County of Buccleuch, parish of Wee Jasper	36sq. m.	" "	"
" 7640	93	County of Brisbane, parish of Brawbay	270ac. 8r.	8 February, 1878	623
" 12084	94	Do. parishes of Gundy Gundy and Park.	90 acres	" "	"
" 6088	.....	County of Westmoreland, parish of Oberon	" 450 "	" "	520
" 1835	801	County of Leichhardt, parish of Ycoce	9sq. m.	" "	623
" 11869	1301	Counties of Bland and Gipps, parishes of Yaline and Wheoga.	1280 acres	" "	"
" "	1302	County of Bland, parish of Yaline	640 "	" "	"
" 8740	1308	County of Monteagle, parish of Illanie	640 "	" "	624
" 11439	1310	County of Franklin	5sq. m.	" "	"
Cs. 29227	1157	County of Pottinger, parish of Bundalla	50 acres	" "	"
Aln. 6219	1911	County of Denison, parish of Berigan	460 "	" "	"
Ms. 6339	853	County of Kennedy, parish of Graddle	1950 "	" "	"
" 12699	855	Counties of Clyde and Gregory, parishes of Ridge and Warrigal.	3000 "	" "	"
" "	854	County of Clyde, parish of Clements	3000 "	" "	"
" "	856	County of Gregory, parish of Belar	1320 "	" "	"
" "	857	Do. do.	1600 "	" "	"
" 11338	1303	County of Gipps, parish of Ina	2512 "	" "	"
" 13148	366	County of Wellesley, parish of Wangellie	658 "	" "	"
Cs. 16987	734 ex.	County of Buckland, parish of Yarramanbah	152 "	" "	"

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Ms. 12644	376	County of Clyde, parish of Mandadoo.....	800 acres	8 February, 1878	624
" "	377	Counties of Clyde and Gregory, parishes of Cawli and Belar.	1600 "	" "	"
Cs. 5158	952 ex.	County of Buckland, parish of Telford	200 "	" "	"
Ms. 10366	1314	Counties of Franklin and Mosgiel, parishes of Scholefield and Papekura.	806 "	" "	"
Aln. 9781	565	County of Clive, parish of Barney Downs	90 acres	" "	"
Ms. 7062	1307	County of Montegle, parish of Dananbilla.....	230 "	" "	626
" 13194	333	County of Wentworth.....	320 "	" "	"
" 10074	1134	County of Baradine, parishes of Moglewit and Ballerawa.	1660 "	" "	"
76-10074	1135	Do. parish of Ballerawa.....	2650 "	" "	"
Aln. 77-4206	365	County of Wallace, parish of Myack.....	28 "	" "	"
Ms. 12699	372	County of Clyde, parish of Mundadoo.....	5sq. m.	" "	"
" "	373	Do. do.	900 acres	" "	"
" "	374	Do. parish of Cowal	3500 "	" "	"
" "	375	Do. do.	1700 "	" "	"
77-1141	1396	County of Montegle, parish of Brundah	10 "	" "	627
6503	39	County of Wellington, parish of Toolamanang	1sq. m.	" "	"
10366	1315	County of Mossgeil, parish of Warranary.....	about 5 "	" "	"
" "	1316	County of Franklin, parish of Bundunglong.....	" 2½ "	" "	"
" "	1317	Do. do.	" 5 "	" "	"
" "	1318	County of Mossgeil, parish of Warranary	" 2½ "	" "	"
12236	...	County of Brisbane, parish of Wingen.....	1325 acres	" "	628
" "	...	Do. do.	95 "	" "	"
Aln. 5904	318	County of Windeyer, parish of Cuthero	" 2sq. m.	12 February, 1878	641
" "	319	Do. parish of Yariba	" 3 "	" "	"
" "	320	Do. do.	" 1½ "	" "	"
Ms. 14288	1137	County of Nandewar, parish of Tippercena.....	" 46 acres	15 February, 1878	727
" "	259 N. ex.	Do. do.	" 107 "	" "	728
" 13488	1158	Counties of White and Baradine	50sq. m.	19 February, 1878	769
Aln. 8916	417 W. ex.	County of Bland, parish of Brymur.....	984 acres	22 February, 1878	855
" "	1049 E. ex.	Do. do.	" 741 "	" "	"
" "	1323	Do. do.	" 106 "	" "	"
Ms. 14147	1324	County of Montegle, parish of Young.....	2ac. 30p.	" "	"
11175	1326	County of Gipps, parish of Blowclear	640 acres	" "	"
" "	1327	Do. parish of Clear Ridge.....	640 "	" "	"
" "	1328	Counties of Bland and Gipps, parishes of Bimbella and Cowal.	2350 "	" "	856
10561	1330	County of Montegle, parish of Yambira.....	2sq. m.	" "	"
13077	1159	County of Baradine.....	5 "	" "	"
12840	1133	County of Buckland, parishes of Borambil and Warrah.	" 960 acres	" "	"
11959	862	County of Oxley, parish of Bulban	1280 "	" "	"
" "	863	Do. parish of Trawan.....	1280 "	" "	"
6773	859	Do. parish of Woolartha	" 1900 "	" "	"
" "	860	Do. parish of Eilginbah.....	1280 "	" "	"
" "	861	Do. parish of Woolartha	1600 "	" "	"
1330	368	County of Beresford, parish of Dangelang	3ac. 1r. 16p.	22 February, 1878	"
11175	1325	County of Gipps	830 acres	" "	"
12543	693	County of Murchison, parishes of Tarrawarra and Delungra.	3¼sq. m.	" "	857
11963	694	County of Courallie, parishes of Terry Hie Hie Downs, Campbell.	1690 acres	" "	"
1191	566	County of Clarke, Fitzroy, and Sandon	850 "	" "	"
AL. 75-34870	858	County of Cunningham, parish of Micabil.....	1280 "	" "	"
77-8386	696	County of Courallie, parish of Curare	72 "	" "	"
Ms. 11174	308 S. ex.	County of Gipps, parish of South Gulgo	560 "	" "	"
11175	579 W. ex.	Do. parishes of Corringale and Womboyne.	4sq. m.	" "	"
A.n. 8916	1320	County of Bland, parishes of Brymur, Warralonga.	698 acres	" "	858.
" "	1321	Do. parish of Brymur.....	80 "	" "	"
" "	1322	Do. do.	118 "	" "	"
Ms. 4650	1319	County of Montegle, parish of Brundah.....	3 "	" "	"
13307	1329	County of Gipps, parish of Caragabah.....	90 "	" "	859
4879	1268 ex.	County of Clarendon, parish of Gabbagambalin .....	.10 "	" "	"
11963	695	County of Courallie, parish of Campbell	720 "	" "	"
14567	1912	County of Wakool, parish of Cangan	" 200 "	" "	"
78-1420	597	County of Sandon, parish of Ellan	640 "	26 February, 1878	865

1877-8.

NEW SOUTH WALES.

CROWN LANDS.

(RESERVED FROM SALE FOR THE PRESERVATION OF WATER SUPPLY OR OTHER PUBLIC PURPOSES.)

Presented to Parliament, pursuant to Act 25 Vic. No. 1, sec. 4.

ABSTRACT of Crown Lands reserved from Sale until surveyed, for the preservation of Water Supply or other public purposes, in accordance with the 4th section of the Act 25 Victoria No. 1.

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Ms. 77- 8267	345	County of Cairn, Yarrowal Run	1,000 acres	1 Mar., 1878...	890
" "	346	Do. do. do.	2,000 "	" " " "	"
78- 940	379	County of Cowper, Malga No. 1 Run	640 "	" " " "	891
" "	380	Do. do. do.	640 "	" " " "	"
" 1113	1162	Counties of White and Nandewar	5,000 "	15 Mar., 1878...	1051
" 3133	1352	County of Gipps, parishes of Cowl & Clear Ridge	2 sq. m.	19 Mar., 1878...	1113
" 2629	1914	County of Hume, parish of Lowes	1 "	" " " "	1169
77-12235	748	County of Ashburnham, parish of Bunbary ...	90 acres	" " " "	"
	S. ex.				
" 8509	63	County of King, parish of Nalanglo.....	80 "	22 Mar., 1878...	1217
78- 76	62	Do. parish of Yass	168 "	" " " "	"
77-13144	244	County of Lincoln, parish of Murrumbidgee...	180 "	" " " "	"
	E. ex.				
" 12925	802	County of Napier	320 "	" " " "	"
Aln. 77- 6644	807	County of Gregory, parish of Geraldambone ...	2,120 "	" " " "	"
" 12427	808	Do. parish of Marebone.....	2,400 "	" " " "	"
" 12426	809	Parish of Betrac	3,200 "	" " " "	1218
" 12004	319	County of Clarence, parish of Rushforth	20 "	" " " "	"
" 10000	334	County of Wentworth, parish of Avoca	685 "	" " " "	"
" 78- 105	335	Do. do.	841 "	" " " "	"
" 77-13962	339	Do.	16½ sq. m.	" " " "	"
" "	340	County of Taila, parish of Mungo	640 acres	" " " "	"
" "	341	Parish of Roma	641 "	" " " "	"
" "	342	County of Manara, parish of Baymore	640 "	" " " "	"
" "	485	County of Waljeers.....	4 sq. m.	" " " "	"
	ex.				
" 4446	1351	County of Mossgiel.....	4 "	" " " "	"
" 8713	1332	County of Bland, parish of Berrigan	99 acres	" " " "	"
" 8147	1337	County of Sturt, parish of Cajaldare	1,760 "	" " " "	1219
" 9269	1339	County of Bland, parish of Euroka.....	640 "	" " " "	"
" 13687	1138	County of Nandewar, parish of Connor	320 "	" " " "	"
" "	1139	Do. do.	640 "	" " " "	"
" "	1140	Do. parishes of Connor & Lindesay	640 "	" " " "	"
" "	1141	Do. parish of Lindesay	320 "	" " " "	"
" "	1142	Do. parish of Connor	160 "	" " " "	"
" "	1143	Do. parish of Lindesay	320 "	" " " "	"
" 12645	1895	County of Wynyard, parish of Ellerslie	100 "	" " " "	"
Ms. 77-11178	569	County of Sandon, parish of Booroolong.....	640 "	" " " "	"
" 14273	877	County of Oxley, parish of Beardina	320 "	" " " "	"
" 7644	873	County of Cunningham, parish of Gunningbland	400 "	" " " "	"
" 14276	874	County of Gregory, parishes of Buttabone and Dreewa	960 "	" " " "	"
" 14276	875	Do. do.	1,280 "	" " " "	"
" 14564	324	County of Drake, parish of Pickapene.....	120 "	" " " "	1220
" 14563	325	County of Gresham, parish of Bucarambi	160 "	" " " "	"
" 10000	336	County of Wentworth, parish of Tugima.....	420 "	" " " "	"
" 12840	337	Do. parish of Neilpo	310 "	" " " "	"
" 12397	1132	County of Buckland, parish of Telford	960 "	" " " "	"
" 9384	44	County of Bathurst.....	6½ "	" " " "	"
Aln. 77- 2751	42	County of St. Vincent, parish of Congo	15a. 2r.	" " " "	"
" 9115	1336	County of Harden, parish of Demondrill.....	6a. 2r. 36p.	" " " "	"
" 9116	321	County of Rous, parish of Geneva	250 acres	" " " "	1221
" "	322	Do. parishes of Windham & Ettrick	312 "	" " " "	"
" "	323	Do. do.	160 "	" " " "	"

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Ms. 77-12840	1145	County of Buckland, parish of Wallala	500 acres	22 Mar., 1878...	1221
78-1734	1147	Do. parish of Gunnadilly	2,800 "	" " " "	"
77-9798	364	County of Wellesley, parish of Currowang	210 "	" " " "	"
1296	803	Counties of Napier and Lincoln, parish of Bullinda, &c.	380 "	" " " "	"
Aln. 77-5187	1335	County of Monteagle, parish of Wilton	76 "	" " " "	"
Ms. 77-11178	568	County of Sandon, parishes of Damaresq and Boorolong	320 "	" " " "	"
Aln. 77-8713	1334	County of Bland, parishes of Berrigan and Mininjary	101a. 3r.	" " " "	1222
72-15021	660	County of White, parish of Wee Waa	14 acres	" " " "	"
	ex.				
Ms. 77-12840	1144	County of Buckland, parish of Wallala	170 "	" " " "	"
12840	1146	Do. do.	600 "	" " " "	"
Aln. 77-10194	1148	County of Denham	240 "	" " " "	"
Ms. 77-12342	876	County of Gregory, parish of Morbella	520 "	" " " "	"
10338	1338	County of Monteagle, parish of Wodonga	19a. 3r.	" " " "	"
7945	1889	County of Hume, parish of Corowa	40 acres	" " " "	"
	E. ex.				
10906	1311	Counties of Mossiel and Franklin, parishes of Marrurah and Wirrigau	8½ sq. miles	" " " "	1223
"	1312	Counties of Mossiel and Waljeers, parishes of Woorooloo and Wirrigau	4,690 acres	" " " "	"
"	1313	County of Mossiel, parish of Woorooloo	5 sq. miles	" " " "	"
Aln. 77-8713	1333	County of Bland, parish of Mininjary	1,442a. 1r.	" " " "	"
Ms. 77-5650	347	County of Mitchell, parish of Berryjerry	1,072 acres	" " " "	"
	S.-E. ex.				
C.S. 77-3368	578	County of Vernon, parish of Enu	30½ "	" " " "	"
Ms. 77-12132	65	County of King, parish of Kildare	139 "	" " " "	"
"	66	Do. parish of Dixon	45 "	" " " "	"
Aln. 77-6180	367	County of Wallace, parish of Bullenbalong	66 "	" " " "	"
C.S. 77-28876	49	County of Cooke, parish of Lett	8½ "	" " " "	1224
Ms. 77-2512	1915	County of Selwyn, parish of Tumarumba	28 "	" " " "	"
Aln. 77-3423	338	County of Wentworth, parish of Tiltao	268 "	" " " "	"
Ms. 77-8509	64	County of King, parish of Dixon	149½ "	" " " "	"
O.L. 77-4406	327	Counties of Wentworth and Taila	70 sq. miles.	" " " "	"
Ms. 77-13443	326	County of Taila	4½ "	" " " "	"
10857	60	County of Argyle, parish of Rhyana	225 acres	30 Mar., 1878...	1337
Aln. 77-7431	40	County of Wellington, parish of Boomey	294 "	" " " "	"
"	19	County of Westmoreland, parish of Crete	10 "	" " " "	"
635	49	County of Bligh, parish of Tonal	28a. 2r.	" " " "	"
11958	595	County of Ewenmar, parish of Tenandra	3 sq. miles	" " " "	1338
	N.-E. ex.				
11627	810	County of Leichhardt, parishes of Narratigah and Teridgerie	2,650 acres	" " " "	"
"	811	County of Leichhardt, parishes of Murrainan and Calga	4,350 "	" " " "	"
"	812	Do. do.	2,800 "	" " " "	"
14460	817	Do. Narraway Run	2,560 "	" " " "	"
9522	819	Do. parish of Collinonie	3,840 "	" " " "	"
Ms. 77-7472	27	County of Gresham, parish of Braylesford	160 "	" " " "	"
	E. ex.				
11001	313	County of Clarence, parish of Lawrence	40 "	" " " "	"
3728	.....	Counties of Murchison and Nandewar, parishes of Paleroo and Coogah	1 sq. m.	" " " "	"
C.S. 77-11146	1299	County of Bourke, parish of Berry Jerry	640 acres	" " " "	"
Ms. 77-14576	1163	Counties of Denham and Jamieson	640 "	" " " "	"
"	1164	County of Baradine	4 sq. m.	" " " "	"
11913	1165	County of Darling, parish of Gladstone	1,186 acres	" " " "	1339
14557	1166	Do.	672 "	" " " "	"
"	1167	County of Baradine, parishes of Bugaldie and Ukerbarley	2 sq. m.	" " " "	"
76-7894	1929	County of Townsend, parishes of Wureep and Willurah	2,750 acres	" " " "	"
77-14138	1925	County of Hume, parish of Buckaringah	120 "	" " " "	"
"	1926	Do. do.	225 "	" " " "	"
C.S. 77-12823	1611	County of Goulburn, parish of Jerra Jerra	8 "	" " " "	"
	N. ex.				
Ms. 77-10860	363	County of Wallace, parish of Gordon	40 "	" " " "	"
C.S. 77-20686	371	County of Dampier, parish of Noorooma	15 "	" " " "	"
Ms. 77-5672	878	County of Gregory, parish of Narragan	1,200 "	" " " "	"
11627	813	County of Leichhardt	1,900 "	" " " "	1340
13574	1343	County of Waradgerie	15 sq. m.	" " " "	"
78-6889	1168	Counties of Denham and Jamieson	41½ "	" " " "	"
77-8655	1920	County of Townsend	1,045½ acres	" " " "	"
• 5672	879	County of Gregory, parish of Narragan	250 "	" " " "	1341
"	880	Do. do.	470 "	" " " "	"
"	20	County of Westmoreland, parish of Oberon	4a. 1r. 33p.	" " " "	"
Aln. 77-2950	1922	County of Waradgerie, parish of Burrabogie	40 acres	" " " "	"
Ms. 76-9696	1921	County of Townsend, parish of Gobram	227 "	" " " "	"
Aln. 77-9048	1342	County of Harden, parish of Coweumbala	30 "	" " " "	"
"	1928	County of Townsend, parish of Wangonilla	2r. 32p.	" " " "	"
R.S.R.F. 77-1571	1278	County of Waradgerie	1 sq. m.	" " " "	1342
"	1279	Do.	1 "	" " " "	"
Ms. 77-4832	53	County of Murray, parish of Carwoola	800 acres	" " " "	"
10186	325	County of Wentworth, parish of Mourquong	382 "	" " " "	"
S.G. 67-4305	353	County of Wellesley, parish of Pickering	124a. 3r.	" " " "	"
Ms. 77-5883	1919	County of Urana, parish of Carnerney	320 acres	" " " "	"

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Ms. 78- 407	48	County of Bligh, parish of Warung.....	10 acres	30 Mar., 1878 ...	1342
76- 9696	1340	County of Harden, parish of Cowcumbala.....	260 "	" " " "	"
77-14566	1927	County of Townsend, parish of Yallakool	175 "	" " " "	"
Aln. 76-44700	683	County of Benarba, parish of Burrandoon	52 "	" " " "	1343
Ms. 77-12188	535	County of Boyd, parishes of Mulberrygong and Wolsely	1,080 "	" " " "	"
"	ex. 1859	County of Boyd, parish of Wolsely	680 "	" " " "	"
"	W. ex. 4807	County of Murray, parish of Ballallaba	640 "	" " " "	"
7346	818	County of Leichhardt, parish of Murrainan	83 "	" " " "	"
Aln. 77- 8285	1924	County of Hume, parish of Buckaringah	8a. 3r. 31p.	" " " "	"
C.S. 77-32095	580	County of Sandon, parish of Donald.....	116 acres	" " " "	"
Ms. 77-12815	1923	County of Hume, parish of Osborne.....	109 "	" " " "	"
13574	1344	County of Waradgery, parish of Yimbaring, &c. Do.	16 sq. m. 7½ "	" " " "	1344
C.S. 77- 9491	490	County of Pottinger, parish of Yarraman	100 acres	" " " "	"
Ms. 76- 9696	1341	County of Harden, parish of Muttama.....	235 "	" " " "	"
77- 4387	1025	County of Denham, parish of Yarraldool.....	257 "	" " " "	"
"	W. ex. 78- 413	County of Hume, parish of Buckaringah	485 "	" " " "	"
"	W. ex. 77-13523	County of Wynyard, parish of Carrabost.....	22,400 "	" " " "	1345
R.S.B.F. 77-1439	698	County of Benarba, parish of Yarouah	300 "	" " " "	"
Aln. 77- 5187	"	County of Monteagle, parish of Wilton	458 "	" " " "	"
"	"	Do. do.	320 "	" " " "	"
Ms. 77-10718	55	County of Murray, parish of Larbert	2 roods	" " " "	1346
"	"	County of St. Vincent, parishes of West and East Nelligan	156 acres	" " " "	"
2048	"	County of Hume, parish of Howlong	150 "	" " " "	1349

1877-8.

NEW SOUTH WALES.

CROWN LANDS.

(RESERVED FROM SALE UNTIL SURVEYED FOR THE PRESERVATION OF WATER SUPPLY OR OTHER PUBLIC PURPOSES.)

Presented to Parliament, pursuant to Act 25 Vict. No. 1, sec. 4.

ABSTRACT of Crown Lands reserved from Sale until surveyed, for the preservation of Water Supply or other public purposes, in accordance with the 4th section of the Act 25 Victoria, No. 1.

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Ms. 77- 8938	45	County of Macquarie, parish of Knorrit	about 140 acres.	5 April, 1878 ...	1471
"	46	Do. do.	150 "	"	"
"	47	Do. parish of Killawarra.....	about 175 "	"	"
" 12830	1346	County of Franklin, parishes of Gonawlia, Nillywanna, and Kongong.	10sq. m.	"	"
" 1067	1936	County of Caira, parish of Belar	245 acres.	"	"
Cs. 77- 1648	24	County of Hunter, parish of Parnell and Popping	3ac. 2r. 16p.	"	1472
Ms. 78- 536	48	County of Macquarie, parish of Lausdowne ...	28 acres.	"	"
" 283	322	County of Werundah	5sq. m.	"	"
"	323	Do.	7½ sq. m.	"	"
Ms. 77- 7402	814	County of Leichhardt, parishes of Nerriligh and Culga.	620 acres.	"	"
"	815	County of Leichhardt, parishes of Nerriligh and Quanda Quanda.	1,700 "	"	"
"	816	County of Leichhardt	6,200 "	"	"
Cs. 77-20709	1347	County of Nicholson, parish of Hoanna North	160 "	"	"
" 35376	906	County of Forbes, parish of Birangan	40 "	"	"
"	extension.				
" 31355	375	County of Wellesley, parish of Hayden	1ac. 2r. 35p.	"	1473
" 12768	361	County of Dampier, parish of Wagonga	5 acres.	"	"
" 25149	362	Parish of Noorooma	5 "	"	"
" 11961	868	County of Oxley, parish of Terooble.....	720 "	"	"
"	869	Do. do. Beleringar	700 "	"	"
"	870	Do. do.	1,500 "	"	"
"	871	Do. Gunningla.....	2,290 "	"	"
Cs. 77-25635	65	County of Dudley, parish of Willawarrin	8½ "	"	"
Ms. 77- 8493	1891	County of Boyd, parish of Jurambula	228 "	"	"
" 5247	50	County of Northumberland, parish of Belford...	2,800 "	"	1474
" 78- 527	95	County of Brisbane, parishes of Wall and Campbell.	3,320 "	"	"
" 528	96	County of Brisbane, parish of Wentworth	1,400 "	"	"
Cs. 78-36363	377	County of Wellesley, parish of Wullondibby ...	270 "	"	"
Ms. 78-11961	864	County of Oxley, parish of Terooble.....	276 "	"	"
"	865	Do. Beleringar.....	250 "	"	"
"	866	Do. parishes of Beleringar and Gunningbar.	266 "	"	"
"	867	County of Oxley, parish of Gunningbar	216 "	"	"
" 19677	25	County of Roxburgh, parish of Duramana	6 "	"	1475
" 12787	344	County of Caira, parish of Yarrowal	2,480 "	"	"
Cs. 77- 35988	137	County of Forbes, parish of Erasa	678ac. 2r. 35p.	"	"
"	southerly extension.				
" 41614	51	County of Northumberland, parish of Awata ...	19 acres.	"	"
" 23508	848	County of Ashburnham, parish of Kamandra ...	6 "	"	"
" 24702	645	Do. Dulladerry	60 "	"	"
"	northerly extension.				
Aln. 77- 3040	370	County of Auckland, parish of Candelo	3 "	"	"
Cs. 77-26357	373	County of Wellesley, parish of Currawong	290 "	"	1476
Ms. 77-12345		County of Dampier, parish of Wapengo	300 "	"	"
" 9645	52	County of Murray, parish of Gundaroo	10 "	"	"
" 8530	343	County of Windeyer, parish of Mullogama.....	115½ "	"	"
" 13965	1935	County of Goulburn, parish of Little Billabong	160 "	"	"

No. of Papers.	No. of Reserve.	Locality.	Area.	Government Gazette in which the description is published.	Folio.
Aln. 77- 8161	327	County of Drake, parish of Puka, Carnham.....	190 acres.	5 April, 1878 ...	1476
Ms. 77- 572		County of Goulburn, parish of Gerogory.....	520 "	" " " " " "	"
8140	47	County of Bligh, parishes of Urbry, Collicblue, and Collier.	3,700 "	29 April, 1878 ...	1723
Cs. 77-32983	1349	County of Harden, parish of Coweumbala	11 "	" " " " " "	1724
4013	376	County of Wellesley, parish of Gecar	17 "	" " " " " "	"
Ms. 78- 2214	387	County of Culgoa, parish of Currera.....	40 "	" " " " " "	"
77- 4543	1234	County of Blaxland, Mossgiel	5sq. m.	" " " " " "	"
4543	1235	County of Mossgiel, parish of Gunagia.....	6 "	" " " " " "	"
"	1236	Do. Haines	5 "	" " " " " "	"
"	1237	County of Franklin, parish of Yaree.....	5 "	" " " " " "	"
3973	881	County of Ashburnham, parish of Goumba.....	900 acres.	" " " " " "	"
Ms. 78- 4359	55	County of Cooke	161 "	" " " " " "	"
Ms. 77-14269	1949	County of Mitchell, Urana, parishes of Grabben, Edgell, Mungabla.	5,000 "	" " " " " "	1725
1469	1950	County of Mitchell, Urana, parishes of Leitch, Burke.	970 "	" " " " " "	"
	1951	County of Mitchell, Urana, parishes of Hauging Rock, Vincent.	1,700 "	" " " " " "	"
14962	1952	County of Mitchell, parish of Pearson	320 "	" " " " " "	"
4348	648	County of Benarba, parish of Barrandoon	320 "	" " " " " "	"
"	northerly extension.	Do. do.	356 "	" " " " " "	"
78- 651	1008	County of Waradgery.....	4sq. m.	" " " " " "	"
"	southerly extension.				
Aln. 76-30381	28	County of Cumberland, parish of Willoughby...	21ac. 3r.	" " " " " "	1726
Ms. 78- 1248	1959	County of Wakool, parish of Genoc.....	1,130 acres.	" " " " " "	"
"	1958	Do. do. Bunginyah	180 "	" " " " " "	"
"	1957	Do. do. do.	280 "	" " " " " "	"
"	1960	Do. do. Bynue	150 "	" " " " " "	"
"	1953	Do. do. Punk	400 "	" " " " " "	"
"	1954	Do. do. Genoc	120 "	" " " " " "	"
"	1955	Do. do. do.	340 "	" " " " " "	"
"	1956	Do. do. do.	920 "	" " " " " "	"
"	1931	County of Mitchell, parish of Mimosa	360 "	" " " " " "	"
3956	123	County of Clyde	640 "	" " " " " "	"
77- 7273	335	County of Rous	350 "	" " " " " "	"
4543	1238	County of Franklin, parish of Tooloor	136 "	" " " " " "	"
4345	1348	County of Harden, parish of Harden	17 "	" " " " " "	"
Aln. 77- 4896	326	County of Drake, parish of Coombadgha, Albert	80 "	" " " " " "	1727
	1948	County of Wynyard, parish of Tarabandra.....	36 "	" " " " " "	"
Ms. 78- 987	1306	County of Forbes, parish of Erasa, Mulyandry	6½ sq. m.	" " " " " "	"
"	1350	Do. do.	4½ "	" " " " " "	"
834	354	County of Caira, parish of Geraki.....	211 acres.	" " " " " "	"
Aln. 78- 8203	333	County of Drake, parish of Yulgulbar	60 "	" " " " " "	"

1877-8.

NEW SOUTH WALES.

CROWN LANDS.

(AUTHORIZED TO BE DEDICATED FOR THE USE AND GENERAL PURPOSES OF PASTORAL AND AGRICULTURAL ASSOCIATIONS.)

Presented to Parliament, pursuant to Act 39 Vic. No. 13, sec. 32.

ABSTRACT of Crown Lands authorized to be dedicated for the use and general purposes of Pastoral and Agricultural Associations, in accordance with the 32nd section of the Act 39 Victoria, No. 13.

Place.	County.	Section.	Locality.	Area.	Pastoral Association.	No. of Papers.	Cat. No. of Plan.
Moruya	Dampier	4	Town of Moruya	a. r. p. 6 3 31	Moruya	Ms. 77-13,100	M. 38-1459

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

THE LAND LAW.

(PETITION FROM FREE SELECTORS OF NEW SOUTH WALES.)

Ordered by the Legislative Assembly to be printed, 22 January, 1878.

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

This Petition of the Free Selectors of the Colony of New South Wales,—

HUMBLY SHOWETH:—

That in the opinion of your Petitioners the abolition of auction sales of Country lands is a step necessary to the general interests of the Colony.

That your Petitioners have reason to believe that a like opinion is entertained by a considerable majority of the Electors of New South Wales.

That your Petitioners have also reason to believe from the pledges given to their constituents by numerous Members of the present Parliament that a measure having for its object the abolition of auction sales of Country lands will shortly be introduced for your consideration.

That pending the introduction of such a measure, if the present system be allowed to continue in operation the evil which this particular reform is intended to remedy will have assumed very much more serious dimensions than it has yet obtained.

Your Petitioners would therefore humbly pray that your Honorable House would be pleased to cause a stoppage of the said auction sales, or at least place some restriction on the area thus alienated, until such time as the whole question shall be dealt with in the Amending Bill which in all probability will shortly be laid before you.

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

[Here follow 348 signatures.]

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

THE LAND LAW.

(PETITION FROM INHABITANTS OF ASHBURNHAM.)

Ordered by the Legislative Assembly to be printed, 22 January, 1878.

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

The humble Petition of the undersigned Inhabitants of the County of Ashburnham, in the Colony of New South Wales,—

RESPECTFULLY SHOWETH :—

1. That your Petitioners view with alarm the effect of the clause in the Land Act of 1875 which sanctions the sale by public auction of the land of the said Colony within one month after notice has appeared in the Government Gazette.

2. That the choice lands of the Colony, particularly those of Riverina, are being rapidly surveyed and sold for twenty shillings per acre to a few capitalists, many of whom are absentees.

3. That the present system of auction is not a true test of the value of the land alienated; a combination of squatting interest, providing that its members shall have their lands at upset price, rendering competition useless.

4. That the indiscriminate sale of land by auction hems in and isolates the conditional purchaser; that any attempts to establish schools or places of worship becomes an impossibility, consequently there is not check on ignorance and vice that should be.

5. That this fact deters a number of would-be settlers with means, energy, and skill, from becoming residents, and tends to drive out those already settled.

6. That your Petitioners consider with reason that a numerous and comfortable middle class of resident land-owners is more desirable in a young country than a few wealthy flock-masters, whose incomes from the principalities they obtain under the present Land Act are spent in Melbourne or in the cities of Europe.

7. That while the neighbouring Colonies are spending large sums in the introduction of immigrants who are almost wholly without means, New South Wales by her land policy refuses to receive a population with means, experience, and industry at their disposal.

8. That by the wholesome alienation of the public estate a monopoly is fostered which will tend to perpetuate one of the worst evils of the land system in the old country, viz., "Landlord and Tenant."

9. That the financial position of this Colony does not require that the public estate should be handed over to a few capitalists in perpetuity, from those whose birthright it ought to be. And as most of your Petitioners are men with large families, whose age unfits them from purchasing conditionally, we consider it is the duty of the State to preserve the land of the rising generation, instead of destroying all possibility of settlement thereon.

10. That the increasing importance of townships in the interior, in whose neighbourhood settlement has taken place, ought to be sufficient to induce inquiry to be made in order that *bona fide* settlement may be encouraged.

11. That for the reasons given, your Petitioners earnestly pray that your Honorable House will maturely consider the necessity of amending that portion of the present Land Act relating to auction sales, and institute in its stead, that no more lands (other than special or townships) be disposed of by the so-called system of auction, but shall be open for *bona fide* settlement by conditional purchase only.

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

[Here follow 280 signatures.]

1877-8.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

THE LAND LAW.

(PETITION FROM FREE SELECTORS OF WALBUNDRIE, PINEY RANGE, AND SURROUNDING DISTRICT.)

Ordered by the Legislative Assembly to be printed, 22 January, 1878.

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

This Petition of the Free Selectors resident in the neighbourhood of Walbundrie, Piney Range, and surrounding district,—

HUMBLY SHOWETH :—

That the mode adopted by the Inspectors of Conditional Purchases in valuing improvements is frequently most unjust to the selector. That the said Inspectors in almost every instance are men not possessing the practical knowledge of the different kinds of bush work, and of the cost of the different materials employed in effecting the improvements necessary to enable them justly to appraise the said improvement.

That from the experience already gained of the working of the Court of Inquiry system, the object it was designed to effect—the repression of dummyism—is not likely to be secured by its agency, but that on the other hand the system is certain in the future as in the past to have the effect of unduly harassing *bonâ fide* selectors, and thus to a certain extent of preventing that settlement of a thriving yeomanry on the lands of the colony which it is the object of our land laws to bring about.

That the sale by auction of Crown lands has the effect of facilitating the acquirement by a few capitalists of enormous areas of country, which otherwise in a few years would be settled by a large population under the free selection system.

That a most unfair advantage is given to pastoral lessees of Crown lands, and a great barrier caused to the settlement of the country, by the reservation from sale of large areas of Crown lands, without any cause other than that of furthering the interests of the said pastoral lessees to the injury of the public interests.

That it is a common practice for pastoral lessees to place improvements upon reserves, so that when the reservation is cancelled the land is barred from conditional purchase, and passes into the hands of the said lessees at the price of £1 per acre.

That the existence of the state of things above described is detrimental to the best interests of the colony in general and of your Petitioners in particular.

Your Petitioners therefore would humbly pray that taking into consideration the foregoing facts your Honorable House would be pleased, in any measure which may be brought forward for the amendment of the Land Act, to cause to be embodied provisions for abolishing the Court of Inquiry system, for abolishing auction sales of country lands, for prohibiting the purchase by pastoral lessees of land in virtue of improvements effected while such land was reserved, and a clause enacting that all lands reserved for any purpose whatsoever shall be reserved from lease as well as from sale.

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

[Here follow 82 signatures.]

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

THE LAND LAW.

(PETITION FROM FREE SELECTORS, LARRAS LAKE, MOLONG.)

Ordered by the Legislative Assembly to be printed, 29 January, 1878.

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

The Petition of the Free Selectors of the Colony of New South Wales,—

HUMBLY SHOWETH :—

That, in the opinion of your Petitioners, the abolition of Auction Sales of Country Lands is a step necessary in the general interests of the Colony.

That your Petitioners have reason to believe that a like opinion is entertained by a considerable majority of the electors of New South Wales.

That your Petitioners have also reason to believe, from the pledges given to the constituents by numerous Members of the present Parliament, that a measure having for its object the Abolition of Auction Sales of Country Lands will shortly be introduced for your consideration.

That pending the introduction of such a measure, if the present system be allowed to continue in operation, the evil which this particular reform is intended to remedy will have assumed very much more serious dimensions than it has yet obtained.

Your Petitioners would therefore humbly pray that your Honorable House would be pleased to cause a stoppage of the said Auction Sales, or at least place some restriction on the area thus alienated, until such time as the whole question shall be dealt with in the Amending Land Bill which in all probability will shortly be laid before you.

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

[Here follow 73 signatures.]

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

THE LAND LAW.

(PETITION FROM FREE SELECTORS OF THE COLONY.)

Ordered by the Legislative Assembly to be printed, 30 January, 1878.

Unto the Speaker and Members of the Legislative Assembly of New South Wales, in Parliament assembled,
The Petition of the Free Selectors of the Colony of New South Wales,—

HUMBLY SHOWETH:—

That, in the opinion of your Petitioners, the abolition of Auction Sales of Country Lands is a step necessary in the general interests of the Colony.

That your Petitioners have reason to believe that a like opinion is entertained by a considerable majority of the electors of New South Wales.

That your Petitioners have also reason to believe, from the pledges given to their constituents by numerous Members of the present Parliament, that a measure having for its object the abolition of Sales of Country Lands will shortly be introduced for your consideration.

That pending the introduction of such a measure, if the present system be allowed to continue in operation, the evil which this particular reform is intended to remedy will have assumed very much more serious dimensions than it has yet attained.

Your Petitioners humbly pray that your Honorable House will be pleased to cause a stoppage of the said Auction Sales until an Amending Land Bill be introduced.

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

[*Here follow 126 signatures.*]

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

THE LAND LAW.

(PETITION FROM INHABITANTS OF MOULAMEIN.)

Ordered by the Legislative Assembly to be printed, 30 January, 1878, A.M.

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

The humble Petition of the undersigned Inhabitants of Moulamein and its surrounding district, in this Colony,—

RESPECTFULLY SHOWETH:—

1. That your Petitioners view with alarm the effect of the clause in the Land Act of 1875 which sanctions the sale by public auction of the land of the said Colony within one month after notice has appeared in the Government Gazette.

2. That the choice lands of the Colony, particularly those of Riverina, are being rapidly surveyed and sold for twenty shillings per acre to a few capitalists, many of whom are absentees.

3. That the present system of auction is not a true test of the value of the land alienated; a combination of the squatting interest, providing that its members shall have their lands at upset price, rendering competition useless.

4. That the indiscriminate sale of land by auction hems in and isolates the conditional purchaser; that any attempts to establish schools or places of worship becomes an impossibility, consequently there is not that check on ignorance and vice that should be.

5. That this fact deters a number of would-be settlers, with means, energy and skill, from becoming residents, and tends to drive out those already settled.

6. That your Petitioners consider with reason that a numerous and comfortable middle class of resident landowners is more desirable in a young country than a few wealthy flock-masters, whose incomes from the principalities they obtain under the present Land Act are spent in Melbourne or in the cities of Europe.

7. That while the neighbouring Colonies are spending large sums in the introduction of immigrants who are almost wholly without means, New South Wales by her land policy refuses to receive a population with means, experience, and industry at their disposal.

8. That by the wholesome alienation of the public estate a monopoly is fostered which will tend to perpetuate one of the worst evils of the land system in the old country, viz., "Landlord and Tenant."

9. That the financial position of this Colony does not require that the public estate should be handed over to capitalists in perpetuity, from those whose birthright it ought to be. And as most of your Petitioners are men with large families, whose age unfits them from purchasing conditionally, we consider it is the duty of the State to preserve the land of the rising generation, instead of destroying all possibility of settlement thereon.

10. That the increasing importance of townships in the interior, in whose neighbourhood settlement has taken place, ought to be sufficient to induce inquiry to be made in order that *bona fide* settlement may be encouraged.

11. That for the reasons given, your Petitioners earnestly pray that your Honorable House will maturely consider the necessity of amending that portion of the present Land Act relating to auction sales, and institute in its stead that no more lands (other than special or townships) be disposed of by the so-called system of auction, but shall be open for *bona fide* settlement by conditional purchase only.

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

[Here follow 110 signatures.]

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

THE LAND LAW.

(PETITION FROM INHABITANTS OF HAY.)

Ordered by the Legislative Assembly to be printed, 30 January, 1878, A.M.

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

The humble Petition of the undersigned Inhabitants of Hay, in the Colony of New South Wales,—

SHOETH:—

1. That your Petitioners view with alarm the effect of the clause in the Land Act of 1875 which sanctions the sale by public auction of the land of the said Colony within one month after notice has appeared in the Government Gazette.

2. That the choice lands of the Colony, particularly those of Riverina, are being rapidly surveyed and sold for twenty shillings per acre to a few capitalists, many of whom are absentees.

3. That the present system of auction is not a true test of the value of the land alienated,—a combination of the squatting interest, providing that its members shall have their lands at upset price, rendering competition useless.

4. That the indiscriminate sale of land by auction hems in and isolates the conditional purchaser—that any attempt to establish schools or places of worship becomes an impossibility, consequently there is not that check on ignorance and vice that should be.

5. That this fact deters a number of would-be settlers, with means, energy, and skill, from becoming residents, and tends to drive out those already settled.

6. That your Petitioners consider with reason that a numerous and comfortable middle class of resident landowners is more desirable in a young country than a few wealthy flock masters, whose incomes from the principalities they obtain under the present Land Act are spent in Melbourne or in the cities of Europe.

7. That while the neighbouring colonies are spending large sums in the introduction of immigrants, who are almost without means, New South Wales by her land policy refuses to receive a population with means, experience, and industry at their disposal.

8. That by the wholesale alienation of the public estate a monopoly is fostered which will lead to perpetuate one of the worst evils of the land system in the old country, viz., "Landlord and Tenant."

9. That the financial position of this Colony does not require that the public estate should be handed over to capitalists in perpetuity from those whose birthright it ought to be; and as most of your Petitioners are men with large families, whose age unfits them from purchasing conditionally, we consider it the duty of the State to preserve the land for the rising generation instead of destroying all possibility of settlement thereon.

10. That the increasing importance of the townships in the interior in whose neighbourhood settlement has taken place ought to be sufficient to induce inquiry to be made in order that *bonâ fide* settlement may be encouraged.

11. That for the reasons given your Petitioners earnestly pray that your Honorable House will maturely consider the necessity of amending that portion of the present Land Act relating to auction sales, and institute in its stead that no more lands (other than special or townships) be disposed of by the so-called system of auction, but shall be open for *bonâ fide* settlement by conditional purchase only.

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

[Here follow 24 signatures.]

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

THE LAND LAW.

(PETITION FROM INHABITANTS OF DENILIQVIN.)

Ordered by the Legislative Assembly to be printed, 30 January, 1878, A.M.

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

The humble Petition of the undersigned Inhabitants of Deniliquin and the surrounding District, in this Colony of New South Wales,—

RESPECTFULLY SHOWETH:—

1. That your Petitioners view with alarm the effect of the clause in the Land Act of 1875 which sanctions the sale by public auction of the land of the said Colony within one month after notice has appeared in the Government Gazette.

2. That the choice lands of the Colony, and particularly those of Riverina, are being rapidly surveyed and sold for twenty shillings per acre to a few capitalists, many of whom are absentees.

3. That the present system of auction is not a true test of the value of the land alienated; a combination of the squatting interest, providing that its members shall have their lands at upset price, rendering competition useless.

4. That the indiscriminate sale of land by auction hems in and isolates the conditional purchaser; that any attempt to establish schools or places of Divine worship becomes an impossibility, consequently there is not that check on ignorance and vice that should be.

5. That this fact deters a number of would-be settlers, with means, energy and skill, from becoming residents, and tends to drive out those who have already settled.

6. That your Petitioners consider with reason that a numerous and socially comfortable middle class of resident landowners is more desirable in a young country than a few wealthy flock-masters, whose incomes from the principalities they obtain under the present Land Act are spent in Melbourne or in the cities of Europe.

7. That while the neighbouring Colonies are expending large sums in the introduction of immigrants who are almost wholly without means, New South Wales by her land policy refuses to receive a population with means, experience, and industry at their disposal.

8. That by the wholesome alienation of the public estate, a monopoly is fostered which will tend to perpetuate one of the worst evils of the land system in the old country, viz., "Landlord and Tenant."

9. That the financial position of this Colony does not require that the public estate should be handed over to a few capitalists in perpetuity, from those whose birthright it ought to be. And as most of your Petitioners are men with large families, whose ages unfit them from purchasing conditionally, they consider it the duty of the State to preserve the land for the rising generation, instead of destroying all possibility of settlement thereon.

10. That the increasing importance of townships in the interior, in whose neighbourhood settlement has taken place, ought to be sufficient to induce an impartial inquiry to be made in order that *bonâ fide* settlement may be encouraged.

11. That for the reasons given, your Petitioners earnestly hope that your Honorable House will maturely consider the necessity of amending that portion of the present Land Act relating to auction sales, and direct in its stead that no more lands (other than special or township) be disposed of by the so-called system of auction, but shall be open for *bonâ fide* settlement by conditional purchase only.

Therefore your Petitioners humbly pray that your Honorable House will take the foregoing facts into your most serious consideration, and provide amendments that such consideration may in your wisdom suggest as necessary to prevent the evils stated, and give facilities for the common requirements of social justice mentioned.

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

[Here follow 390 signatures.]

1877-8.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

THE LAND LAW.

(PETITION FROM INHABITANTS OF JERILDERIE.)

Ordered by the Legislative Assembly to be printed, 30 January, 1878, A.M.

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

The humble Petition of the undersigned Inhabitants of Jerilderie and its surrounding district, in this Colony,—

RESPECTFULLY SHOWETH :—

1. That your Petitioners view with alarm the effect of the clause in the Land Act of 1875 which sanctions the sale by public auction of the land of the said Colony within one month after notice has appeared in the Government Gazette.

2. That the choice lands of the Colony, and particularly those of Riverina, are being rapidly surveyed and sold for twenty shillings per acre to a few capitalists, many of whom are absentees.

3. That the present system of auction is not a true test of the value of the land alienated; a combination of the squatting interest, providing that its members shall have their lands at upset price, rendering competition useless.

4. That the indiscriminate sale of land by auction hems in and isolates the conditional purchaser; that any attempt to establish schools or places of Divine worship becomes an impossibility, consequently there is not that check on ignorance and vice that should be.

5. That this fact deters a number of would-be settlers with means, energy, and skill, from becoming residents, and tends to drive out those who have already settled.

6. That your Petitioners consider with reason that a numerous and socially comfortable middle class of resident landowners is more desirable in a young country than a few wealthy flock-masters, whose incomes from the principalities they obtain under the present Land Act are spent in Melbourne or in the cities of Europe.

7. That while the neighbouring Colonies are expending large sums in the introduction of immigrants who are almost wholly without means, New South Wales by her land policy refuses to receive a population with means, experience, and industry at their disposal.

8. That, by the wholesome alienation of the public estate, a monopoly is fostered which will tend to perpetuate one of the worst evils of the land system in the old country, viz., "Landlord and Tenant."

9. That the financial position of this Colony does not require that the public estate should be handed over to a few capitalists in perpetuity, from those whose birthright it ought to be. And as most of your Petitioners are men with large families, whose ages unfit them from purchasing conditionally, they consider it the duty of the State to preserve the land for the rising generation, instead of destroying all possibility of settlement thereon.

10. That the increasing importance of townships in the interior, in whose neighbourhood settlement has taken place, ought to be sufficient to induce an impartial inquiry to be made in order that *bona fide* settlement may be encouraged.

11. That for the reasons given, your Petitioners earnestly hope that your Honorable House will maturely consider the necessity of amending that portion of the present Land Act relating to auction sales, and direct in its stead that no more lands (other than special or township) be disposed of by the so-called system of auction, but shall be open for *bona fide* settlement by conditional purchase only.

Therefore your Petitioners humbly pray that your Honorable House will take the foregoing facts into your most serious consideration, and provide amendments that such consideration may in your wisdom suggest as necessary to prevent the evils stated, and give facilities for the common requirements of social justice mentioned.

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

[Here follow 150 signatures.]

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

THE LAND LAW.

(PETITION FROM INHABITANTS OF EUGOWRA.)

Ordered by the Legislative Assembly to be printed, 30 January, 1878, A.M.

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

The humble Petition of the undersigned Inhabitants of Eugowra, in the Colony of New South Wales,—

SHOWETH:—

1. That your Petitioners view with alarm the effect of the clause in the Land Act of 1875 which sanctions the sale by public auction of the land of the said Colony within one month after notice has appeared in the Government Gazette.

2. That the choice lands of the Colony, particularly those of Riverina, are being rapidly surveyed and sold for twenty shillings per acre to a few capitalists, many of whom are absentees.

3. That the present system of auction is not a true test of the value of the land alienated; a combination of the squatting interest, providing that its members shall have their lands at upset price, rendering competition useless.

4. That the indiscriminate sale of land by auction hems in and isolates the conditional purchaser; that any attempt to establish schools or places of worship becomes an impossibility, consequently there is not that check on ignorance and vice that should be.

5. That this fact deters a number of would-be settlers, with means, energy, and skill, from becoming residents, and tends to drive out those already settled.

6. That your Petitioners consider with reason that a numerous and comfortable middle class of resident landowners is more desirable in a young country than a few wealthy flock-masters, whose incomes from the principalities they obtain under the present Land Act are spent in Melbourne or in the cities of Europe.

7. That while the neighbouring Colonies are spending large sums in the introduction of immigrants who are almost wholly without means, New South Wales by her land policy refuses to receive a population with means, experience, and industry at their disposal.

8. That by the wholesome alienation of the public estate a monopoly is fostered which will tend to perpetuate one of the worst evils of the land system in the old country, viz., "Landlord and Tenant."

9. That the financial position of this Colony does not require that the public estate should be handed over to a few capitalists in perpetuity, from those whose birthright it ought to be. And as most of your Petitioners are men with large families, whose age unfits them from purchasing conditionally, we consider it the duty of the State to preserve the land for the rising generation instead of destroying all possibility of settlement thereon.

10. That the increasing importance of townships in the interior, in whose neighbourhood settlement has taken place, ought to be sufficient to induce inquiry to be made in order that *bona fide* settlement may be encouraged.

11. That for the reasons given, your Petitioners earnestly pray that your Honorable House will maturely consider the necessity of amending that portion of the present Land Act relating to auction sales, and institute in its stead, that no more lands (other than special or townships) be disposed of by the so-called system of auction, but shall be open for *bona fide* settlement by conditional purchase only.

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

[Here follow 84 signatures.]

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

THE LAND LAW.

(PETITION FROM FREE SELECTORS OF THE COLONY.)

Ordered by the Legislative Assembly to be printed, 15 February, 1878.

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

This Memorial of the Free Selectors of the Colony of New South Wales,—

HUMBLY SHOWETH :—

That, in the opinion of your Memorialists, the abolition of Auction Sales of Country Lands is a step necessary in the general interests of the Colony.

That your Memorialists have reason to believe that a like opinion is entertained by a considerable majority of the electors of New South Wales.

That your Memorialists have also reason to believe, from the pledges given to their constituents by numerous Members of the present Parliament, that a measure having for its object the abolition of Auction Sales of Country Lands will shortly be introduced for your consideration.

That pending the introduction of such a measure, if the present system be allowed to continue in operation, the evil which this particular reform is intended to remedy will have assumed very much more serious dimensions than it has yet attained.

Your Memorialists would therefore humbly pray that your Honorable House would be pleased to cause a stoppage of the said Auction Sales, or at least place some restriction on the area thus alienated, until such time as the whole question shall be dealt with in the Amending Land Bill, which in all probability will shortly be laid before you.

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

[*Here follow 149 signatures.*]

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

THE LAND LAW.

(PETITION FROM TWO-MILE CREEK BRANCH OF THE WESTERN DISTRICTS FREE SELECTORS' ASSOCIATION.)

Ordered by the Legislative Assembly to be printed, 22 February, 1878.

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

The humble Petition of the Two-mile Creek Branch of the Western Districts Free Selectors' Association, in Public Meeting held on the 26th of January, 1878,—

RESPECTFULLY SHOWETH:—

That your Petitioners suffered heavily from the protracted drought, in crops, stock, and otherwise, to such an extent as to render your Petitioners pecuniary embarrassed.

Your Petitioners therefore pray that your Honorable House may be pleased to take the premises into your favourable consideration and give relief.

2. Your Petitioners view with alarm the lavish alienation of the Crown lands of the Colony by auction sales, so detrimental to settlement, and pray that your Honorable House may be pleased to leave the lands for settlement.

3. Your Petitioners are fully alive to the injustice of making reserves for the sole use and benefit of the lessee of runs, and pray that your Honorable House may be pleased to have all reserves withdrawn from lease as well as sale; and your Petitioners, as in duty bound, will ever pray.

Signed for and on behalf of the meeting—

JOHN ROCHE ARDILL, L.S.,
President.

JOHN DAIN,
Vice-President.

JOHN CONNOLLY,
Secretary.

1877-8.

, LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

THE LAND LAW.

(PETITION FROM BURRAWANG BRANCH OF THE WESTERN DISTRICTS FREE SELECTORS ASSOCIATION.)

Ordered by the Legislative Assembly to be printed, 22 February, 1878.

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

The humble Petition of the Burrawang Branch of the Western Districts Free Selectors Association, in Public Meeting held on the 12th of January, 1878,—

RESPECTFULLY SHOWETH :—

That your Petitioners suffered heavily from the effects of the protracted drought, in crops, live stock, and otherwise, so as to leave your Petitioners pecuniary embarrassed.

Your Petitioners therefore pray that your Honorable House may be pleased to take these premises into your consideration and grant relief.

2. Your Petitioners view with alarm the lavish alienation of the Crown Lands of the Colony, so detrimental to settlement on the soil, and pray that your Honorable House may be pleased to conserve the public estate for the legitimate occupation of the people.

3. Your Petitioners are duly sensible to the gross injustice of proclaiming water reserves from sale only, and pray that your Honorable House may be pleased to have all reserves withdrawn from lease as well as sale ; and your Petitioners, as in duty bound, will ever pray.

Signed for and on behalf of the Meeting,—

JOHN ROCHE ARDILL, L.-S., President.
JOHN BROWN, Vice-President.
ALFRED RANDALL, Secretary.

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

THE LAND LAW.

(PETITION OF THOMAS BAIRD, CHAIRMAN OF PUBLIC MEETING, DUBBO, IN FAVOUR OF AUCTION SALES.)

Ordered by the Legislative Assembly to be printed, 26 March, 1878.

To the Legislative Assembly of New South Wales.

The humble Petition of Graziers, Selectors, Freeholders, Storekeepers, and others, in public meeting assembled at Dubbo, on the fourth day of February, in the year one thousand eight hundred and seventy-eight,—

SHOWETH :—

That the said Meeting was of the unanimous opinion that the present Reserves made throughout the Colony, instead of being revoked be maintained, thus leaving some of the good land for the future benefit of the people of the Colony.

That the said Meeting was unanimously of opinion that the stoppage of sales of Crown lands by auction is calculated to interfere with legitimate settlement and enterprise.

That the said Meeting was unanimously of opinion that any new Land law should contain a provision whereby one half of each Run should be exempted from free selection, and as in Queensland a security of tenure be given in the shape of a lease for twenty-one years.

And your Petitioners pray your honorable body to take the foregoing into your favorable consideration, and grant such redress you may think fit.

And your Petitioners will ever pray, &c.

Dated this twelfth day of March, in the year one thousand eight hundred and seventy-eight.

Signed for and on behalf of the aforesaid Meeting,—

THOMAS BAIRD,
Chairman.

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

THE LAND LAW.

(PETITION FROM THE DUBBO DISTRICT AND FREEHOLDERS ASSOCIATION.)

Ordered by the Legislative Assembly to be printed, 11 April, 1878.

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

This Petition of the Members of the Dubbo District and Freeholders Association,—

HUMBLY SHOWETH:—

That, in the opinion of your Memorialists, the abolition of all Auction Sales of Country Lands situate beyond the limits of the Population Boundaries, and within a radius of twenty miles of any town having a population of one thousand or more inhabitants, is a step necessary to the general interests of the Colony.

That your Memorialists have reason to believe that large sections of land on either side of the railway line now being constructed between Wellington and Dubbo have or are being or intended to be measured out, prior to being offered for sale by public auction.

That the sections are, and are likely to be of such an extent as to exclude the small capitalist or would-be conditional purchaser from purchasing, and that if such lands be offered (under the present auction system) a loss to the community at large and to the town of Dubbo and District in particular will accrue, inasmuch as a vast extent of this land, peculiarly well adapted to the raising of wheat, other cereals, and for agricultural purposes in general, will pass into the hands of the capitalist.

That your Memorialists also have every reason to believe that this land, situate as it is in close proximity to and in the neighbourhood of a railway platform, a sufficient inducement will be held out to intending selectors to take up the whole of this land, so well adapted to the purposes aforesaid, in a comparatively short period. And it being of vital importance to the State that the line of railway now being constructed should pay good interest on the capital expended thereon, your Memorialists are of opinion that the alienation of the said lands by auction will greatly diminish the receipts thereof.

Your Memorialists will therefore humbly pray that you will be pleased to take into consideration the above premises, and cause a stoppage of the auction sales of all such lands situate as aforesaid, or at least place some restriction on the areas now or hereafter to be surveyed for such purpose, until such time as the whole question shall be dealt with in the Amending Land Bill.

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

Signed by the President and Vice-President, for and on behalf of this Association.

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

CLAIM OF MESSRS. R. & A. LANDALE.

(EJECTMENT SUIT AGAINST THOMAS ROSE—CORRESPONDENCE.)

*Ordered by the Legislative Assembly to be printed, 17 May, 1878.**[Laid upon Table in accordance with promise made by the Secretary for Lands in Committee of Supply.]*

Messrs. R. & A. Landale to The Secretary for Lands.

Sir,

Deniliquin Station, 8 September, 1875.

We have the honor respectfully to request that you will have the goodness to cause to be placed upon the Supplementary Estimates for this year the sum of £330 10s. 1d., and the interest of £321 of the amount at 5 per cent. per annum from the 26th day of September, 1873, and the interest of £307 10s. 1d. of the amount at the same rate from the 17th day of July last, to compensate us for the losses we have sustained under the following circumstances.

On the 26th day of September, 1873, we purchased at a sale by auction of Crown Lands at Deniliquin, 320 acres of land, situated in the county of Townsend and parish of Boonoke, being portion 18, for the sum of £320, for which, and a deed fee of £1, we duly paid, and a land grant for the said land was issued to us under the hand of His Excellency the Governor and the Great Seal of the Colony, upon the 31st day of October, and was registered, Vol. CXCIII, folio 101.

On the 21st day of August, 1873, the said land had been conditionally purchased under the 13th clause of the "Crown Lands Alienation Act of 1861," by Thomas Rose, a minor, as C.P. 73-8,763; but previously to the same having been offered for sale by public auction, the said conditional purchase had been declared cancelled by the Honorable J. S. Farnell, Esquire, then Minister for Lands, as being within the temporary reserve No. 768, known as the Union Dam Reserve.

On the issuing of the said land grant to us, we applied to the Honorable the Minister for Lands to put us into possession of the said section, as the said Thomas Rose was still in occupation thereof. This the Honorable the Minister for Lands declined to do, but left us to take legal steps ourselves to remove the said Thomas Rose therefrom. Accordingly, we issued a writ in ejectment against the said Thomas Rose, upon the 11th day of December, 1874, and the case came on for trial at the Deniliquin Circuit, on the 22nd day of April, 1875, when it was proved that the said conditional purchase had never formed part of said reserve No. 768, as had been supposed by the Lands Department, and therefore the cancellation thereof was declared to have been illegal and of no effect, and a verdict found for the defendant, whose taxed costs, amounting to £84 4s. 7d., were paid by us on the 17th day of July last, together with the costs of our own attorneys, Messrs. M'Carthy and Robertson, which had been taxed at £223 5s. 6d., amount paid for survey £23, making the total amount of our said losses the said sum of £651 10s. 1d.

We have the honor to request that the amount paid for the land and deed fee, amounting to £321, may be at once refunded to us, and the balance of the sum we claim placed on the Supplementary Estimates for this year.

We have, &c.,

R. & A. LANDALE.

Decision of Mr. Secretary Garrett on the foregoing application.

I THINK a refund of the £321 paid for the land and deed fee may be made at once; the other parts of this letter to be reported upon before submission as to placing the amount claimed on the Estimates.—T.G., 9/9/75.

The Under Secretary for Lands to Messrs. R. & A. Landale.

Gentlemen,

Department of Lands, Sydney, 16 December, 1875.

In reference to your purchase of lot Q of the sale at Deniliquin, of the 26th September, 1873, I am directed to inform you that the Minister for Lands has decided that the same shall be cancelled, the land having been previously conditionally purchased.

2. I am to add that, on application to the Treasury, the sum of £321, being the purchase money inclusive of deed fee of the lot in question, will be refunded to you or your order.

I have, &c.,

W. W. STEPHEN.

Messrs. R. & A. Landale to The Secretary for Lands.

Sir,

Deniliquin Station, 8 September, 1875.

Adverting to our letter of this date in reference to the case of Thomas Rose, we beg to bring under your notice the large expense and trouble sustained by us in this matter. It was of course our first object to obtain the land applied for, and the loss of it is a material injury to the station.

Under these circumstances, therefore, we feel we have a claim on the consideration of the Government beyond the mere refund of the money; and as several of our applications for the purchase of our pre-emptive right lands on the Deniliquin Stations were refused on merely technical grounds, and the extent we had a right to considerably curtailed by the above-mentioned refusals, we have the honor to request that we may be allowed to take up the balance of our pre-emptive right to land to which we were originally entitled under the regulations, viz., one section in each 25 square miles.

In further support of this application, we would mention that, amongst other substantial improvements on these runs, on the large reservoir and tanks which cost about £6,000, we were only allowed two 320 acre I.P.'s, and one of 160 acres.

Taking the two cases together, therefore, we submit that we are entitled to some compensation at the hands of the Government.

We have, &c.,

R. & A. LANDALE,

By their agent, R. PEEL RAYMOND.

P.S.—The accompanying statements taken from the books of the Survey Office will show the pre-emptive right applications and those granted, and by them it will be seen that the applications unsatisfied are—

On the Deniliquin Run,—

Three portions, of 640

640

and 623 acres respectively.

On the Lower Deniliquin Run,—

Four portions, of 640

640

610

and 512 acres respectively.

The pre-emptive right on Deniliquin South Run being fully satisfied.

Minute of Mr. Secretary Garrett on the foregoing.

I WOULD like to see the papers, and also to have a statement showing when the respective applications were made.—T.G., 19/10/75.

Memorandum of the Surveyor General.

In submitting a statement of the applications, made by the lessees of the Deniliquin Runs, to purchase under pre-emptive right which is set forth in the accompanying schedule, it may be pointed out that the lessees had every opportunity of securing, during the currency of their leases held under the Orders in Council, the full area to which they were entitled.

Their right, beyond the area secured by them, lapsed through their own act, they not having complied with the regulations restricting them to the purchase of one portion of (not exceeding) 640 acres out of each block of 25 square miles; and, when the objection was pointed out, through their not having amended their applications in order to secure other portions of their runs.

The applications to purchase, which the law allowed to be made during the currency of the lease, under Orders in Council, not having been made in accordance with the regulations, were invalid, and as the lessees did not amend them within the necessary time they lapsed, and cannot be renewed.

In reference to the last paragraph of this letter it may be presumed that the lessees exercised their right to purchase in virtue of improvements, or might have done so, to its fullest extent, consequently they can have no further claim nor grounds for complaint in that respect. The 15th section of the Occupation Act provides a set-off for improvements which increase the carrying capabilities of a run, of which privilege also it is presumed the lessees have availed themselves.

ROBT. D. FITZGERALD,

(For Surveyor General),

5 Nov., 1875:

Minute of the Under Secretary for Lands.

ENCLOSED are the statements and papers asked for by the Minister. There is no doubt that the Messrs. Landale have suffered through their own neglect in not amending their applications within the prescribed time.

It is, however, a matter for the Minister to decide whether or not he will grant the concession asked for by the Messrs. Landale; and in arriving at such decision it may be considered equitable to take into account the heavy expenditure which the lessees have gone to in improving the capabilities of the run, for which they have not been able to obtain anything like an equivalent, as regards the exercise of their right of purchase. I think that in cases of this sort, instead of stretching the strict letter of the law to the utmost against applicants, it should rather be an object to deal with them as fairly and liberally as possible, especially if it does not involve any illegality. I submit that it is perfectly legal to grant (whether in full, or in part only) Messrs. Landale's request, because applications were made, for which they conceived themselves entitled to, previously to the expiry of the lease, and their omission is simply that they did not amend them in time. Should this circumstance deprive them of all the advantage which would have accrued to them otherwise?

W.W.S., 19 Nov.

Decision of Mr. Acting Secretary Robertson.

THE last lease under the Orders in Council expired at the end of 1865.

Surely we cannot at this time of day be called upon to deal with claims only legal during the currency of those leases or any of them.—JOHN R.

Memo.

*Memo. of Mr. R. P. Raymond.
Laudale v. Rose.*

£321 refunded, being the amount paid for 320 acres land and deed fee. The balance being legal expenses in action for ejectment *v. Rose* was authorized to be placed on Estimates at same time that the payment of the £321 was granted.—R.P.R., 15 Feb, 1876.

Is this to be put on Additional Estimates?—O.R., 17 Feb., 1876.

The pre-lease papers herewith are not connected with this case. Besides, the latter part of the Minister's memo. of 9/9/75 has never been acted upon. It is no use submitting this paper without.—W.W.S., 10 March.

	£	s.	d.
Cost of legal proceedings	330	10	1
One year's interest @ 5 %	16	10	6
Three years' interest on £321 ; the amount paid for land and deed fee @ 5 %	48	3	0
	£395	3	7

Noted for Estimates.

What is the present state?—O.R., 13 Sept., 1876. The Minister withdrew this item from Estimates.

R. P. Raymond, Esq., to The Secretary for Lands.

123, Pitt-street, Sydney, 12 July, 1877.

Sir,

Laudale v. Rose.

I have the honor to remind you that when you were waited on some short time back by Messrs. Landale's manager and myself, in reference to the costs incurred in above case, you expressed your intention of looking into the papers, and, if you found the facts as stated to you, placing the amount on the Additional Estimates of this year.

I have, &c.,
R. PEEL RAYMOND.

Urgent.—Submitted that the amount may now be placed on Additional Estimates.—W.W.S., 17 July, 1877. Noted for Additional Estimates.—W.W.S.

Costs incurred by Messrs. R. and A. Landale in the attempted ejectment of Thos. Rose	223	5	6
Defendant's costs	84	4	7
Amount paid for survey	23	0	0
	£330	10	1
Interest on £307 10s. 1d., from 17 July, 1875, to 18 July, 1877 ...	30	15	0
Interest on £321 from 26 Sept., 1873, to 26 Dec., 1875, 27 months @ 5 %	36	2	3
	£397	7	4

These amounts, £30 15s. and £36 2s. 3d., were voted in the Estimates for 1877.

Minute of Mr. Secretary Farnell.

THESE papers, or so much of them as is necessary to elucidate or explain the case of Landale and Rose, should be copied for the purpose of being laid on the Table of the House, as promised by me during the discussion of the case.—J.S.F., 29/4/78. Done.—J. G. HAY, 7/5/78.

[3d.]

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

INQUIRY OFFICE, DEPARTMENT OF LANDS.
(CORRESPONDENCE.)

Ordered by the Legislative Assembly to be printed, 6 March, 1878.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 28th February, 1878, That there be laid upon the Table of this House,—

“Copies of all Correspondence in reference to the proposed establishment
“of an Inquiry Office in connection with the Department of Lands.”

(*Mr. W. C. Browne.*)

INQUIRY OFFICE, DEPARTMENT OF LANDS.

Miscellaneous Branch, Department of Lands, 20 August, 1877.

MEMO.—I invite attention to the present state of the work in this branch. It is altogether impeded and in arrear, by reason of the incessant inquiries by the public as to the progress of cases in which they are interested.

The result of these inquiries, though favourable perhaps to the particular cases in question, is in reality a bar to the general business of the department, which, instead of being dealt with in fair chronological order, has to be set aside in favour of these cases, which are thus made special by the action of persons interested.

The hours during which the department is ordered to be closed to the public have ceased to be regarded. I am thus subjected to interruption at any time, and often to such an extent as to render it impossible for me to pay due attention to the supervision of my branch and the transaction of business proper to my position as head of it. Therefore it is that the work has fallen into arrear, and I find myself quite powerless to prevent it, except at the expenditure of my private time.

The Under Secretary will of course know whether the other branches of the department under his control are in a similar state; if so, the necessity for initiating some general system whereby the heads of them may be relieved, becomes apparent and urgent. I suggest the following proposal for consideration:—

To exclude the public altogether from personal communication with the branches referred to, and to appoint an officer to the special duty of conferring with inquirers in all matters where an interview with the Under Secretary is neither desired nor necessary.

It should be the duty of this officer to make memoranda of information required, to obtain it, and to communicate it daily to inquirers, either personally or in writing. Such an officer, assuming him to possess a complete knowledge of the working of the department, would be in a position to distribute the several classes of inquiries in the proper channels, and to obtain the information in a manner the least inconvenient to departmental routine.

Under such an arrangement there would, I apprehend, be little difficulty in supplying information asked for on any one day—at the latest the next. If this become the fact, not only will the public be satisfied but the department will gradually recover its arrears of work; for the branches being relieved from interruption, their heads will be in a position to bestow undivided attention on their duties proper.

The officer to be appointed to this duty should be charged with a general superintendence of the portion of the department referred to. This will be absolutely necessary under the system proposed, because unless placed in some such position of authority he might find it difficult sometimes to enforce his directions; besides, he might be made a most effective aid to the Under Secretary in relieving him from the care of duties which at present improperly devolve upon him.

L.G.T.

I QUITE concur with Mr. Thompson in what he states as to the serious inconvenience and interruption to public business which is caused by the constant interviews during the whole day to which most of the heads of branches, in common with myself, are subjected. No doubt it expedites and facilitates the business of those who are in a position to employ Land Agents, but it acts to the prejudice of the current work of the department and the business of those who depend only upon the officers of the department for having it attended to.

In Melbourne they have, I believe, an "Inquiry Office"; and I do not see why the same plan should not be adopted here, where the rush of persons wishing to transact business personally must be so much greater.

Whether or not, however, something ought really to be done if the work of the department is to be kept up in anything like a satisfactory manner; and, as a first step, I would suggest the curtailment of the hours for receiving the public, and that whatever hours are fixed upon should be strictly adhered to, unless, of course, where some special appointment on a case of great urgency may be rendered necessary.

At present the regulation on that head has long become a dead letter.

W.W.S., 23 Aug., /77.

8 September, 1877.

MEMO.—In reference to an interview with the Minister to-day, I propose that two rooms should be provided by the crection of a temporary wooden building in a corner of the site of the present garden. This could be most inexpensively done by making use of the two walls bounding it.

I suppose a sufficient building for the purpose could be erected in a fortnight, if done by contract direct with this department.

In these rooms the Ministerial or a part of the Miscellaneous Branch might be placed. This would leave vacant in the main building two rooms for the proposed arrangement—those now occupied by Mr. Rich would be most convenient, being central.

In the one having an entrance to the main hall I propose to place a counter for the use of the public. Two or more clerks to attend at this counter to receive inquiries from the public, according to a system to be arranged; the other to be set apart for the use of the new appointment, to be styled Superintendent, or such other title as may be chosen.

With such an arrangement the Heads of Branches would be relieved from interruption by the public; and having thus time to devote to their duties proper, the arrears, so far as the department is concerned, ought to be worked off perhaps in three months, and the duties should not again be allowed to fall into arrear.

L.G.T.
If

If the Minister for Lands agrees with the principle of the arrangement above suggested (and some such arrangement certainly appears to be absolutely necessary), the details and other preliminaries can be very soon submitted for his final approval. The success of the proposed new system, I would add, will depend upon a strict adherence to it, notwithstanding any complaints which may be made at the outset by the public.—W.W.S., 10 Sept., /77.

See within.—W.W.S., 10 Sept., /77.

I fully concur with all the suggestions herein contained, and prompt steps should be taken to carry them out.—T.G., 12/9/77.

17 September, 1877.

MEMO.—I submit for approval plan and specification of the proposed temporary building. The cost of it will not very much exceed the amount which would have to be paid in one year as rent for the same amount of accommodation.

This building might be made available for the Superintendent's and Inquiry Offices, thus avoiding the necessity for re-arrangement of rooms in the main building. The only objection is that they would be less central for the purpose than those occupied by the Ministerial Branch; the disposal of the accommodation may however be determined subsequently.

I propose that the estimated cost should be provided for in the Additional Estimates for 1877, and the amount included in the temporary Supply Bill for September, so as to be available on completion of the work, which will occupy about a fortnight.

I propose that the duties of the Superintendent shall be to conduct the business of the Inquiry Office—to exercise a supervision of all the branches of the department immediately under the control of the Under Secretary—to enforce punctual attendance of the officers—to take cognizance of applications for leave of absence—to take measures to prevent accumulation of arrears of work—to have the regulation of any minor arrangements which may be requisite for the good government of the department—and to be a reference for the Minister and Under Secretary in special matters which from time to time may be under consideration.

The business of the Inquiry Office, to which two clerks should be attached, shall be to attend on the public at the counter—to collect particulars of information required, to obtain it, and convey it to inquirers within twenty-four hours from time of application.

It will be obvious that such a prompt conveyance of information will prove eminently satisfactory to the public, and ease the department of a great deal of the correspondence and consequent work which now devolves upon it through inability to reply in fair time to official communications. The only impediment which will remain to the speedy transaction of business will be the difficulty in securing the due completion of work pertaining to the Survey Office—such of course the projected arrangement does not profess to cure.

L.G.T.

Put on Further Additional Estimates.—T.G., 18/9/77.

The building having since the date of this memo. been projected on a larger scale, its erection will occupy at least six weeks.—1/10/77.

I approve of Mr. Lindsay Thompson exercising the duties herein described. Provision to be made in Estimates of 1878.—T.G., 20/9/77.

17 October, 1877.

MEMO.—If it be intended that the business of the Inquiry Office is to commence on the completion of the temporary building, it is really essential that I should at once be relieved from the charge of the Miscellaneous Branch.

The initiation of the new system of keeping the departmental accounts I must undertake forthwith; it will occupy me for some days at least. I shall then have to arrange all the details of the new office ready for its opening.

Moreover, it is imperative that I should immediately enter upon the duty of inspecting the state of the work in the several branches, because if it be in arrear it will very prejudicially affect the arrangements of the Inquiry Office.

I propose to remove Mr. Hay and Mr. M'Guinn to the Inquiry Office; they are each useful, intelligent officers, and it will be essential that their places in the Miscellaneous Branch should be adequately filled; besides these an additional hand will be required in that branch.

In respect to myself, I assume it to be abundantly apparent what an onerous and important position will be that of the Superintendent, which the Minister for Lands has selected me to fill. In conjunction with it I am to have the supervision of the departmental accounts, and I propose also (having made oyster culture a special study) to retain the care of the oyster culture administration.

I am of course anxious to learn what provision will be made to afford me equivalent remuneration for these increased and enlarged duties. It will be in recollection how repeatedly Ministers, admitting the inadequacy of my pay as head of the Miscellaneous Branch, have recommended me for extra salary. Most unfortunately for me, these recommendations have been from time to time declined, for Cabinet reasons.

Of course, until a salary for the Superintendent is voted, I must appear on the pay abstract in my present position; but the circumstances of the case seem to me to fully warrant my being paid an equivalent out of the vote for contingencies or extra clerical assistance.

This memo. briefly refers to several points, each of them important. Will the Under Secretary make his comments and recommendations in respect to each.

L.G.T.

Submitted for approval.—W.W.S., 20/10/77.

Department

Department of Lands, Sydney, 20 November, 1877.

I BEG to submit the enclosed papers for the consideration of the Cabinet. They set out the details of a proposal which has been made for an additional branch for the better conduct and supervision of the business of the Lands Department, with the view of preventing the delays which at present occur, as also for the establishment as part of the new system of an "Inquiry Office," where information on all subjects may be promptly furnished to the public.

The general objects of the proposed arrangements, and the mode in which they are to be carried out, are more fully shown by minutes of the 20th August and 8th and 17th September.

The chief features are—

- 1st. The exclusion of the public, excepting in cases of importance, from direct communication with the Heads of the Department and Branches. At present, the incessant interruption with the current and daily business of the department by direct reference to them, on every case of whatever kind, is productive of the greatest inconvenience and delay.
- 2nd. The creation of a new appointment under the designation of "Superintendent," whose duties will be to exercise a general supervision over all the branches of the department, to take measures for preventing the accumulation of arrears, to make necessary arrangements, subject to the approval of the Minister, or the Under Secretary, as the case may require, for the good government of the department, and to be a reference in all special matters which from time to time may be under consideration.

It may be observed that the Lands Department has now a staff at head quarters of more than 100 clerks, and that the office of Chief Clerk, which existed when there was a far less number requiring supervision, has been abolished.

The scheme in all its details appears from the papers to have been submitted to my predecessor in office; and concurring as I do with the necessity of the same, I recommend it for the approval of my colleagues.

E. A. BAKER.

Cabinet approves.—Jno. R.

I have put this up with Cabinet papers as a matter requiring early settlement, in view of Estimates. In fact the arrangements are already in progress.—W.W.S.

Mr. J. G. Hay to The Secretary for Lands.

Sir,

Department of Lands, Sydney, 21 January, 1878.

Notwithstanding the recent rejection by the Cabinet of the proposal to appoint a Superintendent to the Lands Department and to create an Inquiry Office, yet presuming that the same was declined as causing fresh appointments to appear upon the Estimates, I venture to believe you will see no objections to the establishment of an Inquiry Office alone, if the same be worked *without increase of pay*, and I therefore respectfully offer my services to that end, and beg your careful consideration of the matter.

As to the public convenience that would arise from having but *one* place to go to for information instead of about the dozen that the proposed would cover, I think this is so self apparent as to require no argument. Holding necessarily a superior knowledge of the department, and being held responsible for the supply of the needed information, the officer in charge would not only cause an economy of time for the public, but the branches also would be immensely relieved by the obviating of the constant interviewing that now obtains.

To show clearly the advantages that would arise I will tabulate them:—

The first advantage of the scheme would be its *simplicity*: the department has now grown so huge and so scattered that many individuals do not know *where* to go to satisfy an inquiry; and this is the more apparent when it is borne in mind that the continuing action on the same case often runs through several branches, so that an inquiry one day on a case often is followed by an inquiry another day at a far different branch on the *same* case.

2. There is a vast amount of *information* departmental and relative to the working of the Land Laws that an experienced officer could give off hand without necessitating an interview with the Under Secretary, heads of branches, or others, to obtain.

3. *The saving of time*: At present parties have in many instances to call *repeatedly* to learn the simple *state* of a case.

4. *The saving of work to the public* in writing letters in many cases that a visit to this proposed office would obviate.

5. *The saving of work to the department* in taking action on the before-mentioned letters, which to any one experienced in the mode at present followed will readily present itself as something considerable.

6. This office might be made use of by the Minister, Under Secretary, and head of branches, and thereby form an invaluable reference for them.

7. All information necessary to the answering of questions in Parliament might be supplied by this officer, as also the finding of papers asked for by the same.

8. At present the public are admitted to the branches, a great number of papers are yearly lost, and access is *possible* to both them and the registers. I consider this is highly improper and should not be tolerated; the establishment of an Inquiry Office would give no excuse for the interviewing of the branches.

And now for my *modus operandi*: I propose to take the room on the left of the entrance hall as being the most central and convenient to the public; at a counter within to have a sufficient quantity of paper, &c., for the noting of inquiries; any information readily obtainable to be given at once; such as would necessitate a reference to be left and called for again, or a brief memo. sent to the party. I would not guarantee to give *all* information within twenty-four hours; some has been sought for years and not yet given, but I am perfectly confident of giving all that could be within that time, and *any* in the shortest possible time.

I should require *two* assistants, and to be allowed to choose them out of the office myself; for of course I would take the smartest and most fit, in my estimation, for the peculiar duties, and working myself would expect this enough; if not I might ask for one or two others.

In the recent submissions it was not proposed to give me any increase of pay; and although, in these my proposals, I should have most onerous duties and increased responsibilities, yet I will be willing to accept them without increase of emolument, trusting that if a success (which I myself have not the least doubt it would be) I should be favourably remembered on *future* Estimates.

I would not of course touch on the Conditional Sales Branch, that division of the office being under the immediate control of Mr. Moriarty, and already possesses an Inquiry Counter, which I believe has worked most satisfactorily both for the public and the Branch; the work I propose, however, would extend over a far larger field; neither would I profess to be responsible for the work of the Survey Office.

An Inquiry Office exists in Melbourne for a Colony *considerably less than a third the size of this*, where the class interests do not so much clash, and also where the territory is much more settled.

I would further draw your attention to the fact that the appropriation of rooms is now taking place for the new building; when it is complete the need will be still greater for such provision, and I consider the very first rooms on entering should be devoted to the accommodation of the public and the satisfying inquiries.

As matters at present exist the tendency is to drive the public to employing Land Agents, and however estimable these gentlemen individually may be, they now almost exclusively occupy the attention of the Department at the expense of those parties who do not or can not afford to employ them. Such a state of things is not according to British fair play; I should however give them equal attention with others.

In conclusion I would beg to assure you that my services are offered with the singleness of purpose of benefiting the country, and to tend to remove that stigma which unfortunately at present hangs over the Lands Department.

I have, &c.,
J. G. HAY.

Mr. Thompson,—For any observations he may have to make on the subject of these suggestions.—W. W. S., 12 February, 1878.

It will be in recollection that the idea of instituting an Inquiry Office was mine. I cannot now too strongly assert my conviction that such is absolutely necessary in the interests of the public; but I do not think it likely to succeed unless there were secured to it the support of an officer holding some position of authority, such for instance as a Superintendent. Besides, apart from its desirability in connection with an Inquiry Office, *it surely is necessary that, in such a large and scattered Department as this is*, some one should be entrusted with a general oversight.

I believe that if the office of a Superintendent were created the enormous arrears now existing could be speedily worked off, and the Department placed and maintained in an efficient position.

L.G.T., 15/2/78.

Mr. J. G. Hay to The Secretary for Lands.

Sir,

Department of Lands, Sydney, 18 February, 1878.

Since doing myself the honor of addressing you in reference to conducting the Inquiry Office without increase of pay, and in consequence purely of what I consider the urgent public requirements involved, I have taken the liberty of soliciting the opinions of a few Members of Parliament, whose constant contact with the Lands Department would best qualify them for experience on the subject, to express in writing their views as to the necessity of the proposed office or otherwise; and as four of these gentlemen are intimately acquainted with me, they have been pleased to indorse with very warm encomiums their opinion of my fitness for the post I have declared my willingness to accept. These letters therefore I now respectfully enclose, and will add no further than to leave the matter in your hands for decision, feeling confident that what you consider best in the public interests will be directed to be done.

I have, &c.,
J. G. HAY.

[Enclosures.]

Extract from the "Echo," 16 February, 1878.

WE notice on the business-paper of the Legislative Assembly two items relating to the Department of Lands. One is a question which is to be asked on Tuesday next by Mr. Baker, who wants to know whether the Government intend to carry into effect the proposition to establish an Inquiry Office in the Lands Department; and the other is a motion which stands in the name of Mr. McElhonn. This latter motion is set down for the 26th instant, and is in the following words:—

- "1. That, in the opinion of this House, it is contrary to the spirit of the Constitution and dangerous alike to the independence of Members of this House and Ministers of the Crown, that Members of the Legislative Assembly should practise the profession of land agents in the transaction of business with the Lands Office and other public departments.
- "2. That, in the opinion of this House, no *land agent* should be allowed to have any communication with the Minister for Lands or any officer of the Lands Department in any way but by *letter*, on account of the enormous amount of time lost by the Minister and officers of the Lands Department by *personal interviews with land agents*.
- "3. That the above resolutions be communicated by address to His Excellency the Governor."

Both honorable members aim at saving the time of the department, but they seek to accomplish it by different methods. The question of the establishment of an Inquiry Office is worthy of serious consideration. The proposition to put on a different footing land agents who are also Members of Parliament applies specially to a favoured few, but it touches a source of much mischief. There have been numerous complaints of the way in which land agents who are also Members of Parliament use their political position to further the interests of their clients, and consequently their own private interests, and there is reason to believe that the combination of the two offices of land agent and Member of Parliament is attended with many abuses. Agents are necessary, although judging by the evidence given in a recent case they are occasionally very expensive, and their operations extend beyond the limits of ordinary business. The Land law is complicated. The Department of Lands

is a puzzle to unofficial and unprofessional people. A countryman finds it as difficult to trace an application through the various "branches" of that office as he would to find his way out of a maze. The numerous inquiries he is compelled to make represent a loss of time and temper so far as he is personally concerned, and also a serious loss of time to the department. It is necessary in the interest of the department, as well as in the interest of the public, that there should be some one who can give information at once, or obtain it within a reasonable time for every one who is entitled to receive it. It is much better that this information should be furnished by some one who is appointed in the public interest than that Parliamentary land agents should be multiplied and undesirable suspicions have the semblance of justification. We shall look, therefore, with some interest to the answer given by the Minister for Lands to the question standing in the name of Mr. Baker. We believe that when Mr. Baker was Minister for Lands this matter was brought under his consideration, and that he admitted the importance of excluding the public, except in cases of great importance, from direct communication with the subordinates in the Lands Department. He was also in favour of the appointment of a superintendent whose duty it should be to exercise a general supervision over all the branches of the department. It is understood that the Robertson Cabinet approved of the measure. It might be imagined that this fact would be fatal to the proposition so far as any other Government were concerned, for it has often happened that when one Government has carried into operation an idea originated by its predecessor it has been taunted with having been guilty of political larceny. It is time, however, that the Legislature had outgrown such contemptible jealousies when an administrative benefit is to be obtained. The policy of such an appointment no doubt admits of difference of opinion, but it is desirable that a stop should be put to the constant interviewing of the officers of the various departments, and that the time of public servants who have very important duties to perform should not be wasted by importunate Parliamentary land agents, or by the blundering efforts of men who do not know their way about the department. It seems to us that such an appointment as that referred to by Mr. Baker would (if a competent person were chosen) result in considerable saving of public and departmental time. If the question of Mr. Baker should be answered in the affirmative, and the motion of Mr. McElhone should be carried, it is likely that we shall have a much more satisfactory state of things than that which now exists in the Lands Department, so far as the means of obtaining information are concerned.

T. Garrett, Esq., M.P., to The Secretary for Lands.

Dear Mr. Farnell,

Sydney, 1 February, 1878.

It is with a considerable confidence that I venture to urge upon you in the public interest to reconsider the matter of the establishment of the Inquiry Office in connection with the Lands Department. In my opinion no moderate reform that could be devised would be of greater value in promoting the regular, prompt, and satisfactory discharge of the public business in connection with the office.

I may be permitted also, whilst writing on this subject, to suggest that Mr. J. G. Hay (who has given considerable attention to the devising of the details of the proposed new branch) should be placed in charge of it, if you make up your mind as I sincerely trust you will to establish it.

Apologizing for the liberty I have taken in thus obtruding my advice.

I am, &c.,
THOS. GARRETT.

A. Lynch, Esq., M.P., to The Secretary for Lands.

My dear Sir,

Sydney, 13 February, 1878.

I have heard that it is in contemplation to establish an Inquiry Office in connection with the department over which you preside; I am sure such an office would be a great public convenience.

If the Government should create such an office, I would take the liberty of recommending Mr. J. G. Hay as a most fitting officer for the appointment; I look upon him as one of the most obliging and efficient officers in the Lands Department.

I am, &c.,
ANDREW LYNCH.

T. G. Dangar, Esq., M.P., to The Secretary for Lands.

My dear Sir,

Sydney, 14 February, 1878.

I understand it is intended to establish an Inquiry Office in connection with the Lands Department.

If such is the case I can confidently recommend Mr. J. G. Hay as every way suited to have charge of such.

I have known Mr. Hay some time and had frequent opportunities of judging of his fitness; I have ever found him willing to oblige, constant in his attendance, obliging, civil, and attentive to his duties, requisites required for this new occupation. I am sure his appointment would give satisfaction to the public.

Yours, &c.,
THOS. G. DANGAR.

J. Murphy, Esq., M.P., to The Secretary for Lands.

My dear Sir,

7 February, 1878.

My experience with the Lands Department leads me more and more to believe that no measure of Administrative Reform would be attended with so much good as the establishment of an Inquiry Office, at which not only the public could make application, but at which the officer in charge might be empowered to direct such action as would facilitate completion of many cases most needlessly delayed at present through too much circumlocution.

The creation of such a branch would, I think, give satisfaction to all concerned.

Trusting you may see your way clear in this,

I am, &c.,
JOHN MURPHY.

G. Day, Esq., M.P., to The Secretary for Lands.

My dear Farnell,

Sydney, 9 February, 1878.

I have been given to understand that it is your intention to establish an Inquiry Office in connection with the Lands Department in order to expedite the public business; and if such is the case, I have much pleasure in recommending Mr. J. G. Hay for the appointment, as from my experience in the Lands Department I have always found him a most diligent, obliging, and attentive public officer, always at his post, and ever ready and willing to oblige any person in the transaction of public business.

I am, &c.,
-GEORGE DAY.

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

CONDITIONAL PURCHASES AT ARMIDALE, WALCHA, AND CERTAIN OTHER LAND OFFICES.

(LANDS SELECTED AFTER AUCTION.)

Ordered by the Legislative Assembly to be printed, 19 March, 1878.

[Laid upon Table in accordance with promise made in answer to Question 2, Votes No. 43, 19 March, 1878.]

SCHEDULE of Lands selected after auction at the undermentioned Land Offices from 1st March, 1876,
to 1st March, 1877.

Land Office.	Number of Selection.	Area.		
Armidale	75	a.	r.	p.
Bingera	3	5,719	2	5
Glen Innes	10	237	0	0
Inverell	5	931	3	0
Walcha	25	230	0	0
Warialda	23	1,680	0	0
		3,351	0	0

SCHEDULE of Lands selected after auction at the undermentioned Land Offices from 1st March, 1877,
to 1st March, 1878.

Land Office.	Number of Selection.	Area.		
Armidale	177	12,465	1	29
Bingera	34	3,182	2	22
Glen Innes	8	392	1	0
Inverell	16	1,301	0	0
Walcha	40	4,960	0	0
Warialda	40	5,102	0	0

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

CONDITIONAL PURCHASES AT ARMIDALE, WALCHA, AND CERTAIN OTHER LAND OFFICES.

(FREE-SELECTIONS FROM 1 MARCH, 1876, TO 1 MARCH, 1878.)

*Ordered by the Legislative Assembly to be printed, 2 April, 1878.**[Laid upon Table in accordance with promise made in answer to Question 2, Votes No. 43, 19 March, 1878.]*

RETURN showing the total area of Land selected, and number of Selections made, from the 1st of March, 1876, to same date of 1877, and from the latter date to the 1st of March, 1878, at each of the following Land Offices.

Land Office.	Date.	No. of C.P.	Area.
Armidale	1 March, 1876, to 1 March, 1877	459	60,641
Do.	1 March, 1877, to 1 March, 1878	611	88,960
Glen Innes	1 March, 1876, to 1 March, 1877	151	16,400
Do.	1 March, 1877, to 1 March, 1878	171	17,612
Inverell	1 March, 1876, to 1 March, 1877	110	15,012
Do.	1 March, 1877, to 1 March, 1878	218	31,969
Warialda	1 March, 1876, to 1 March, 1877	142	31,940
Do.	1 March, 1877, to 1 March, 1878	184	51,498
Walcha*	3 May, 1877, to 1 March, 1878 ...	158	30,766
Bingera*	3 May, 1877, to 1 March, 1878 ...	95	10,717

* New Offices.

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

ROSANNA BLACKER'S CONDITIONAL PURCHASE.

(LETTERS, PAPERS, REPORTS, &c.)

Ordered by the Legislative Assembly to be printed, 8 May, 1878.

RETURN to an *Order* made by the Honorable the Legislative Assembly, dated 2nd February, 1877, That there be laid upon the Table of this House,—

“ Copies of all Letters, Papers, Reports, and other Documents connected
 “ with the Conditional Purchase of 270 acres of land made at Murrurundi
 “ by Rosanna Blacker, in the month of July, 1870, and in the months of
 “ October and December, 1872.”

(Mr. Bennett.)

SCHEDULE.

NO.	PAGE.
1. L. W. Levy to Surveyor General—that portion of Yarraman Run be put up to auction (adjoining P. Blacker's C.P.) 12 September, 1870	3
2. James Blacker, junr., to Agent of Crown Lands, Murrurundi—Application for C.P. 100 acres (13 sec.) adjoining Patrick Blacker's C.P. 27 October, 1870	3
3. Licensed Surveyor J. J. Higgins to Surveyor General, transmitting plan of land measured for auction sale on application of L. W. Levy. 19 November, 1870	3
4. Surveyor General to L. S. Higgins, requiring explanation in connection with survey and plan of No. 61, Yarraman. 10 December, 1870	3
5. James Blacker, junr., to Agent of Crown Lands, Murrurundi—Application for C.P. under section 21 of 40 acres adjoining C.P. of 100 acres. 22 December, 1870	4
6. L. S. Higgins to Surveyor General, transmitting plan and report of 40 acres, No. 62, parish of Yarraman, applied for by James Blacker as C.P. 30 April, 1871	4
7. Government Gazette Notice of Sale at Police Office, Murrurundi, of portion No. 61 of 100 acres, parish of Yarraman. 9 May, 1871	4
8. Under Secretary, Lands, to L. W. Levy—that land will be sold by auction on the 26th June. 5 June, 1871	4
9. L. S. Higgins—Report by L. S. Higgins on C.P. made by James Blacker at Yarraman. 7 June, 1871	4
10. Withdrawal of Lot H, portion 61, of sale at Murrurundi on 26 June, 1871. 8 June, 1871	5
11. Land Agent, Murrurundi, to Under Secretary, Lands, for instructions respecting sale of Lot H, 100 acres, on 26 June, 1871. 19 June, 1871	5
12. Under Secretary, Lands, to Land Agent, Murrurundi, in reply to above, for withdrawal of land from sale. 19 June, 1871	5
13. Gazette Notice—Withdrawal of land from sale. 22 June, 1871	5
14. M. Fitzpatrick to Secretary for Lands, applying for 40 acres, Lot 62, Yarraman Creek, to be brought to auction. 10 August, 1871	5
15. Under Secretary, Lands, to M. Fitzpatrick, M.L.A., in reply to above. 29 August, 1871	5
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ROSANNA BLACKER'S CONDITIONAL PURCHASE.

No. 1.

L. W. Levy to The Surveyor General.

Sir,

Sydney, 12 September, 1870.

I have the honor to request that you will cause to be surveyed and put up to public auction the following portion of land, situate at Liverpool Plains, and being a portion of my Yarraman Run, county of Pottinger, district of Murrurundi.

Description of land.

Adjoining the eastern boundary of P. Blacker's 800 acres conditional purchase, and the southern boundary of my 640-acre purchase, being in the county of Pottinger, parish of Yarraman, containing 100 acres.

I am, &c.,

L. W. LEVY.

Mr. Licensed Surveyor Higgins, to measure, if unobjectionable. B.C., 23 September, 1870. J.S.A., for Surveyor General.

No. 2.

James Blacker, jun., to The Agent of Crown Lands, Murrurundi.

[Alienation Act, section 13.]

Application for the conditional purchase, without competition, of unimproved Crown Land.

APPLICATION by James Blacker, jun., for the conditional purchase, without competition, of 100 acres unimproved Crown Land.

Received by me, with a deposit of £25, this 27th day of October, 1870, at 10 o'clock.

G. G. BRODIE,

Agent for the Sale of Crown Lands, Murrurundi.

Sir,

October 27, 1870.

I am desirous of purchasing, without competition, under the 13th section of the "Crown Lands Alienation Act of 1861," the portion of unimproved Crown Land hereunder described, containing 100 acres; and I herewith tender the sum of £25, being a deposit at the rate of 5s. per acre on the area for which I apply, and on which it is my intention to reside.

I am, &c.,

JAMES BLACKER, JUN.,

Yarraman.

Per JAMES BLACKER,

his Agent.

Description.

County of Pottinger, parish of Yarraman, 100 acres, adjoining the east boundary of Patrick Blacker's conditional purchase.

Minute on No. 2.

Mr. Higgins to measure, if unobjectionable. B.C., 19 Nov., 1870. J.S.A.

No. 3.

Licensed Surveyor Higgins to The Surveyor General.

Sir,

19 November, 1870.

I have the honor to transmit herewith* the plan of one portion of land, parish of Yarraman, county of Pottinger, measured for auction sale on the application of L. W. Levy. This portion consists of open forest country. The timber consists of box and gum, soil rich. *Appendix A. Sec No. 1.

I have, &c.,

J. J. HIGGINS,

Licensed Surveyor.

No. 4.

The Surveyor General to Licensed Surveyor Higgins.

10 December, 1870.

MEMORANDUM of subjects requiring explanation or completion in connection with the survey and plan of No. 61, parish of Yarraman, county of Pottinger, transmitted by Mr. Licensed Surveyor Higgins's letter of 19 November, and on which Mr. Higgins's report in explanation is requested. Sec No. 3.

Subject.

1. Corner A is given as 59°, box 52-10-61, whereas on the original plan of No. 10 it is shown as N. 41° S', E. box 36-10.

2. The value of the improvements should have been stated.

J.S.A.,

(For the Sur. Gen.)

Mr. Higgins has not reported on the value of the improvements. See 2nd paragraph.

E.T.,

(For Sureyor General).

25 January, 1871.

Report.

I have given the bearing as it is on the ground. I found the peg at the intersection of two marked lines. I may mention the survey of Nos. 9 and 10 appears to be carelessly carried out.

J. J. HIGGINS,

15 January, 1871.

I estimate the value of the fencing on this portion at £30.

J. J. HIGGINS,

2 February, 1871.

No. 5.

No. 5.

J. Blacker, junr., to The Land Agent, Murrurundi.

Application of the conditional purchase, without competition, of unimproved Crown Land.

[Alienation Act, section 21.]

APPLICATION by James Blacker, junr., for the conditional purchase, without competition, of 40 acres unimproved Crown Land, under section 21 of the Lands Alienation Act of 1861.

Received by me, with a deposit of £10, this 22nd day of December, 1870, at 12 o'clock.

G. G. BRODIE,

Agent for the Sale of Crown Lands at Murrurundi.

Sir,

22 December, 1870.

I am desirous of purchasing, without competition, under the 21st section of the "Crown Lands Alienation Act of 1861," the portion of unimproved Crown Land hereunder described, containing 40 acres, which adjoins my conditional purchase of 100 acres, made on 27 October, 1870; and I herewith tender the sum of £10, being a deposit at the rate of five shillings per acre on the area for which I apply.

I am, &c.,
JAMES BLACKER, JUNR.,
Yarraman.
JAMES BLACKER.

Description.

County of Pottinger, parish of Yarraman, 40 acres, adjoining the eastern boundary of my conditional purchase of 100 acres, and the southern boundary of L. W. Levy's 640 acres.

Minute on No. 5.

Mr. Higgins (if first C.P. is satisfactory) to measure if unobjectionable.—B.C., 10 January, 1871, J.S.A.

No. 6.

Licensed Surveyor Higgins to The Surveyor General.

Sir,

20 April, 1871.

I have the honor to transmit herewith the plan* of one portion of land containing 40 acres, numbered 62, in the parish of Yarraman, county of Pottinger, applied for by James Blacker as conditional purchase under the 38th clause of the Regulations under the "Crown Lands Alienation Act of 1861," and measured by me on the 4th April, 1871, in accordance with your letter of instructions of the 22nd November, 1870.

At the time of survey applicant had effected no improvements himself. A fence which I value at £15 was on the land, and was made by the former lessee of the run. He resides on his adjoining conditional purchase of 100 acres.

I have, &c.,
J. J. HIGGINS.

No. 7.

Gazette Notice.

EXTRACT from Government Gazette of 9th May, 1871.—Sale at the Police Office, Murrurundi, on Monday, 26th June, 1871.

Lot.	No. of portion.	Area.	Price per acre.	County.	Parish.	Situation.	Remarks.
H	61	a. r. p. 100 0 0	£ s. d. 1 0 0	Pottinger	Yarraman	{ Adjoining the southern boundary of Levy's 640 acres on Yarraman Run..... }	{ Exclusively of a road 1 chain wide. }

No. 8.

The Under Secretary for Lands to L. W. Levy.

Sir,

Department of Lands, Sydney, 5 June, 1871.

The land situated at Yarraman, county of Pottinger, applied for by you, will be offered for sale by auction on the 26th instant, at the Crown Lands Sale Office, Murrurundi.

I am, &c.,
W. C. EDWARDS,
(For the Under Secretary).

No. 9.

7 June, 1871.

REPORT by Licensed Surveyor Higgins on Conditional Purchase made by James Blacker, at Yarraman.

REPORT on Conditional Purchase, County of Pottinger, Police District of Murrurundi.

Land Office No.	Name of Purchaser.	Date of Purchase.	Clause.	Area	Situation.	Date of Inspection.	Nature of Improvements.	Value of Improvements.	Residence.	Remarks.
70/3840	James Blacker, junior.	27 Oct., 1870.	13	100	No. 61, parish of Yarraman.	April 4, 1871.	Fencing and hut.	£31.	Resides.	The fence was erected by the lessee of the run.

J. J. HIGGINS,
Licensed Surveyor, 7/6/71.

See No. 2.

* Appendix B. See No. 5.

No. 10.

Memorandum.

Lot H, portion 61, of sale at Murrurundi, on the 26th June, 1871, county of Pottinger, should now be withdrawn from sale, having been conditionally purchased by J. Blacker.—W.S.C., 8 June, 1871.
For withdrawal.—H.H., 8 June, 1871.

No. 11.

The Land Agent, Murrurundi, to The Under Secretary for Lands.

Sir,

Land Office, Murrurundi, 19 June, 1871.

Referring to the portion of land noted in the margin, advertised for sale by auction at this office on the 26th instant, I have the honor to state that James Blacker made a conditional purchase of 100 acres adjoining his 300 acres on the 27th October, 1870, and that the same, on examining the description in my register, appears to form part of the land now advertised for sale. Lot H, 100 acres, sale at Murrurundi, 26 June, 1871.

May I request you will cause inquiry to be made, and furnish me with instructions before the 26th instant.

I have, &c.,

G. G. BRODIE, Land Agent.

No. 12.

The Under Secretary for Lands to The Land Agent, Murrurundi.

Sir,

Department of Lands, Sydney, 19 June, 1871.

Referring to the sale of Crown Lands advertised to take place at Murrurundi under your direction, on the 26th instant, I am directed to request, for the reason hereunder stated, that you will be good enough to withdraw from that sale lot H, portion 61, 100 acres, county of Pottinger, parish of Yarraman.

I have, &c.,

W. C. EDWARDS,

(For the Under Secretary).

Conditionally purchased by J. Blacker.

No. 13.

Gazette Notice.

[Extract from Government Gazette of 23rd June, 1871.]

Department of Lands, Sydney, 22 June, 1871.

WITHDRAWAL OF LAND FROM SALE.

NOTICE is hereby given that the undermentioned portion of land, advertised in the Government Gazette of the 9th ultimo (No. 107), for sale at the following Police Office, on the 26th instant, has been withdrawn from sale, namely:—

Sale at Murrurundi—Lot H, portion 61, county of Pottinger, parish of Yarraman.

J. BOWIE WILSON.

No. 14.

M. Fitzpatrick, Esq., M.L.A., to The Secretary for Lands.

Sir,

100, Pitt-street, Sydney, 10 August, 1871.

I am instructed, by a person desirous of purchasing the land, to represent to you that J. Blacker has neither improved nor resided on the portion of land conditionally selected by him, 40 acres, being lot 62, on Yarraman Creek, and I am to request that you will at an early date cause the land to be brought to auction.

I have, &c.,

M. FITZPATRICK.

The 40 acres, lot 62, is an additional conditional purchase, and Blacker is of course not bound to reside, and has three years to effect his improvements; he is reported resident on his C.P. (100 acres) taken up under the 13th clause, which of course the 40-acre C.P. adjoins.—W.B., 14/8/71.

Inform.—J.B.W., 17/8/71.

No. 15.

The Under Secretary for Lands to M. Fitzpatrick, Esq., M.L.A.

Sir,

Department of Lands, Sydney, 29 August, 1871.

With reference to your letter of the 10th instant, requesting on behalf of a person who you state is desirous of purchasing the land, that the C.P. of 40 acres of land made by James Blacker, junr., at Murrurundi, may be declared forfeited and brought to sale by auction, as you allege the same has neither been resided upon nor improved,—I am directed to inform you that the portion in question (No. 62) being taken up as an additional C.P., the selector is not bound to reside thereon, and he has three years from date of purchase to effect his improvements. See No. 14.

2. I am to state that the local surveyor reported Mr. Blacker as resident upon the adjoining portion under the 13th section of the Act.

I have, &c.,

W. W. STEPHEN.

No. 16.

James Blacker to The Land Agent, Murrurundi.

NOTIFICATION of alienation of conditional purchase under 13th section of the "Crown Lands Alienation Act of 1861," with all additional conditional purchases made in virtue thereof.

Notification of alienation of conditional purchases by James Blacker, junr., in the District of Murrurundi.

I HEREBY notify to you, as the Agent for the Sale of Crown Lands for the District of Murrurundi, that I have

have (after a residence of at least twelve months on my original purchase under 13th section) this day alienated to Rosanna Blacker, of Yarraman, the 140 acres of land (being the total area) situated in the county of Pottinger, parish of Yarraman, which I selected at Murrurundi as conditional purchases under the 13th and 21st sections of the "Crown Lands Alienation Act of 1861," on the following dates, namely,—100 acres purchased on 27 October, 1870; 40 acres purchased on 22 December, 1870.
Dated at Murrurundi, this 23rd May, 1872: JAMES BLACKER,
Yarraman.

I have duly registered the above notification of alienation in the records of this office.—G. G. BRODIE, Agent for the Sale of Crown Lands. Crown Land Sales Office, Murrurundi, 23 May, 1872.

No. 17.

Rosanna Blacker to The Land Agent, Murrurundi.

[Alienation Act, section 21.]

APPLICATION by Rosanna Blacker, spinster, for the conditional purchase, without competition, of 40 acres, unimproved Crown Land, under section 21 of the Lands Alienation Act of 1861.

Received by me, with a deposit of £10, this 11th day of July, 1872, at 10 o'clock.

G. G. BRODIE,
Agent for the Sale of Crown Lands at Murrurundi.

Sir,

11 July, 1872.

I am desirous of purchasing, without competition, under the 21st section of the "Crown Lands Alienation Act of 1861," the portion of unimproved Crown Land hereunder described, containing 40 acres, which adjoins my conditional purchase of 40 acres, made on the 22nd December, 1870; and I herewith tender the sum of £10, being a deposit at the rate of five shillings per acre on the area for which I apply.

100 acres, 27 Oct., 1870.
40 acres, 22 Dec., 1870.

I am, &c.,
ROSANNA BLACKER,
Yarraman.
Per JAMES BLACKER, Agent.

Description.

County of Pottinger, parish of Yarraman, 40 acres, adjoining the south boundary of my C.P. of 40 acres purchased on 22nd December, 1870.

Minute on No. 17.

Mr. Higgins (if first C.P. is satisfactory) to measure if unobjectionable.—B.C., 26/8/72, J.S.A.

No. 18.

Rosanna Blacker to The Land Agent, Murrurundi.

[Alienation Act, section 21.]

APPLICATION by Rosanna Blacker, spinster, for the conditional purchase, without competition, of 40 acres unimproved Crown Land, under section 21 of the Lands Alienation Act of 1861.

Received by me, with a deposit of £10, this 11th day of July, 1872, at 10 o'clock.

G. G. BRODIE,
Agent for the Sale of Crown Lands at Murrurundi.

Sir,

11 July 1872.

I am desirous of purchasing, without competition, under the 21st section of the "Crown Lands Alienation Act of 1861," the portion of unimproved Crown Land hereunder described, containing 40 acres, which adjoins my conditional purchase of 40 acres, made on the 11th July, 1872; and I herewith tender the sum of £10, being a deposit at the rate of five shillings per acre on the area for which I apply.

100 acres, 27 Oct., 1870.
40 acres, 22 Dec., 1870.
40 acres, 11 July, 1872.

I am, &c.,
ROSANNA BLACKER,
Yarraman.
Per JAMES BLACKER, Agent.

Description.

County of Pottinger, parish of Yarraman, 40 acres, adjoining the south boundary of my A.C.P. made this day.

Minute on No. 18.

Mr. Higgins (if first C.P. is satisfactory) to measure if unobjectionable.—B.C., 26/8/72, J.S.A.

No. 19.

Rosanna Blacker to The Land Agent, Murrurundi.

[Alienation Act, section 21.]

APPLICATION by Rosanna Blacker, spinster, for the conditional purchase, without competition, of 50 acres unimproved Crown Land under section 21 of the Lands Alienation Act of 1861.

Received

Received by me, with a deposit of £12 10s., this 18th day of July, 1872, at 11 o'clock.

G. G. BRODIE,
Agent for the Sale of Crown Lands at Murrurundi.

Sir,

18 July, 1872.

I am desirous of purchasing, without competition, under the "Crown Lands Alienation Act of 1861," the portion of unimproved Crown Land hereunder described, containing 50 acres, which adjoins my conditional purchase of 40 acres, made on the 11th July, 1872; and I herewith tender the sum of £12 10s., being a deposit at the rate of five shillings per acre on the area for which I apply. See No. 18.

I have, &c.,

ROSANNA BLACKER,

Yarraman,

Per JAMES BLACKER, Agent.

Acres.

100.....27th October, 1870.
40.....22nd December, 1870.
40.....11th July, 1872.
40.....11th July, 1872.
50.....18th July, 1872.

Description.

County of Pottinger, parish of Yarraman, 50 acres, adjoining the west side of Rosanna Blacker's last A.C.P. of 40 acres.

Minute on No. 19.

Mr. Higgins (if first C.P. is satisfactory) to measure if unobjectionable.—B.C., 16/9/72, R.D.F.

No. 20.

James Glass to The Minister for Lands.

Sir,

Royal Hotel, Sydney, 7 May, 1873.

I request to be permitted to purchase 80 acres of land situate on my Yarraman Run, Liverpool Plains, adjoining 640 acres previously purchased by me; the said 80 acres is improved to the extent of £1 per acre.

This land has been free selected by one Blacker, who is now pulling up my fence and removing it. I therefore request you will at once give notice to Blacker not to remove my fence, and I further request that Blacker's application to conditionally purchase the land in question may be cancelled. This matter is very urgent, as I sustain damage by the removal and loss of my fence.

Yours, &c.,

JAMES GLASS,

(Pro E. J. GLASS).

Minutes on No. 20.

Alienation Branch to warn the free selector in the first instance. Mr. Blackman.—T.H.J., 9/5/73. Mr. Glass should be requested to give the date of the conditional purchase referred to, as also the Christian name of Blacker, to enable the Department to identify the C.P., as there is a large family of Blackers and many of them hold conditional purchases.—19/5/73. Inform, urgent.—19/5/73. Private note to Mr. Glass to call.—W. B., 23/5/73. Mr. Glass states that the selections referred to are 100-acre and 40-acre portions applied for on 27th October, 1870, and 22nd December, 1870. (J. Blacker, junr.) The purchases herein referred to have been alienated to Rosanna Blacker.—24/5/73. See No. 16. The usual letter cautioning her against making any further improvements for the present, should be sent at once. Give the name of the party who claims the land by virtue of his improvements.—W.B., 25/5/73. Rosanna Blacker informed, 25th May, 1873. See No. 22.

No. 21.

Eliza Jane Glass to The Surveyor General.

Application for the purchase of improved Crown Lands.

Sir,

Singleton, 22 May, 1873.

Having become the proprietor of the improvements detailed below, and which I estimate to be worth £80, I have the honor to apply that I may be permitted to purchase, without competition, under the provisions of the "Crown Lands Alienation Act of 1861," the Crown Lands on which they stand, and which are described hereunder.

The improvements referred to are now in my possession.

I have, &c.,

ELIZA JANE GLASS.

Nature of Improvements.

Fencing—consisting of post and rail fencing and wire fencing.

Description of land.

County of Pottinger, parish of Yarraman, 80 acres; bounded on the north by portion of the southern boundary of L. W. Levy's 640 acres at Yarraman, and shown on the accompanying sketch.* * Appendix C.

Minutes

Minutes on above.

Mr. Johnson,—This should be referred to the Chief Commissioner of Crown Lands.—G.L., 12 June, 1873.

Mr. Pretious, 17/6/73.

Yarraman Run, district of Liverpool Plains, is held under a promise of lease by L. W. Levy.—A.O.P., Occupation of Lands, 23 June, 1873.

May be accepted as if made on behalf of the lessee. Inform in usual terms.—8 August, 1873. (Written by Mr. Johnson.)

No. 22.

The Under Secretary for Lands to Rosanna Blacker.

Madam,

Department of Lands, Sydney, 25 May, 1873.

Murrurundi, 100 acres, 27 October, 1870.
40 acres, 22 December, 1870.

In reference to the two conditional purchases of 100 and 40 acres of land respectively, at Yarraman, which Mr. James Blacker, junior, alienated to you on the 23rd May, 1872,—I am directed to apprise you that Mrs. E. J. Glass has represented that, at the date of Mr. Blacker's selection, the land contained improvements, her property, to the value of £1 per acre.

2. I am therefore to caution you against improving your purchases, as, should it be found, after inquiry, that the improvements alluded to are of sufficient value to bar selection, the applications will be cancelled.

I have, &c.,

W. W. STEPHEN.

No. 23.

Thos. M. Newman to The Under Secretary for Lands.

Sir,

Murrurundi, 7 June, 1873.

See No. 22.
Murrurundi, 100 acres, 27 October, 1870.
40 acres, 22 December, 1870.

On behalf of Miss Rosanna Blacker, of Yarraman, I am instructed to acknowledge the receipt of your letter to her of the 24th May last, in reference to the two conditional purchases of 100 and 40 acres respectively, at Yarraman, which Mr. James Blacker, junior, alienated to her on 23rd May, 1872, in which you state that Mrs. E. J. Glass has represented that, at the date of Mr. Blacker's selection, the land contained improvements, her property, to the value of £1 per acre.

In reply thereto, I have to inform you that Miss Blacker is in a position to prove that the improvements referred to were not worth, in the whole, more than £30.

I have, &c.,

THOS. M. NEWMAN.

Minutes on No. 23.

Urgent. Inform that, on lodging the fee of £1 1s. in the Treasury, the matter will be referred to appraisement.—W.B., 16/6/73. Mrs. Glass informed, 20 June, 1873. Mr. Levy is the lessee, not Mrs. Glass.

Mr. Johnson,—As recently decided by the Minister in a similar case, this appraisement should be conducted between the Government and the owner of the improvements, who may be called upon to pay the fee.—8/8/73.

Yes, that is the lessee of the run (Mr. L. W. Levy), who should be called upon to pay the appraisement fee.—8/8/73. (Written by Mr. Johnson.)

No. 24.

The Under Secretary for Lands to Mrs. E. J. Glass.

Madam,

Department of Lands, Sydney, 20 June, 1873.

No. 20.
Rosanna Blacker, Murrurundi, 100 acres, 27th Oct., 1870.
40 acres, 22nd Dec., 1870.

In reference to Mr. James Glass's communication of 7th ultimo, representing on your behalf that the conditional purchases noted in the margin embrace your improvements to the value of £80, I am directed to inform you that, on your paying into the Colonial Treasury the sum of £1 1s., the matter will be referred to appraisement in the usual manner.

I have, &c.,

W. W. STEPHEN.

No. 25.

Licensed Surveyor Higgins to The Surveyor General.

Sir,

10 July, 1873.

I have the honor to transmit herewith the plan* of two portions of land, containing 40 acres each, and one portion of 50 acres, numbered 162, 163, and 164, in the parish of Yarraman, in the county of Pottinger, applied for by Rosanna Blacker (spinster, minor), as conditional purchases under the 21st clause of the "Crown Lands Alienation Act of 1861," and measured by me on the 19th June, 1873, in accordance with your instructions of the 27th August and 18th September respectively.

At the time of survey applicant was resident on her first C.P., No. 62, the land adjoining, and had effected no improvements on these portions.

I have, &c.,

J. J. HIGGINS,

Licensed Surveyor.

* Appendix D.

9

No. 26.

The Under Secretary for Lands to Mrs. E. J. Glass.

Madam,

Department of Lands, Sydney, 8 August, 1873.

Referring to your application, dated the 22nd May last, to purchase, under the 8th clause of the "Crown Lands Alienation Act of 1861," the portion of land noted in the margin, I am directed to inform you that the Yarraman Run, in virtue of which the land in question is applied for, is under lease to Mr. L. W. Levy, and that the application will be treated as if made on his behalf.

See No. 21.
80 acres, county
of Pottinger,
parish of
Yarraman.

I have, &c.,

T. H. JOHNSON,

(For the Under Secretary).

No. 27.

The Under Secretary for Lands to L. W. Levy.

Sir,

Department of Lands, Sydney, 21 August, 1873.

Referring to the conditional purchases made by James Blacker, of certain land on the Yarraman Run, and to the objection lodged thereto by Eliza Jane Glass (as your agent), on the grounds that part of the land selected contained improvements of sufficient value to bar selection,—I am directed to inform you that the matter in dispute should be determined by appraisement, which will be carried out between you and the Government, on your paying into the Treasury the sum of £1 1s., being the usual fee required in such cases.

I have, &c.,

W. W. STEPHEN.

No. 28.

The Under Secretary for Lands to The Under Secretary for Finance and Trade.

Sir,

Department of Lands, Sydney, 21 August, 1873.

I am directed to inform you that Mr. L. W. Levy has been advised to pay into the Colonial Treasury the sum of £1 1s., being the fee for appraising the improvements on a portion of land on the Yarraman Run, applied for by him under the 8th clause of the Crown Lands Alienation Act, and I am to request that you will receive the sum when tendered, and report to me when payment has been made.

I have, &c.,

W. W. STEPHEN.

No. 29.

R. Blacker to The Under Secretary for Lands.

Sir,

Murrurundi, 4 September, 1873.

I have the honor to inform you that I received a letter from the Government desiring me not to put any improvements on the selections made by me, viz., Nos. 61 and 62, parish of Yarraman, county of Pottinger, made about two years ago. There is a fence on this portion, made by Mrs. Glass, and on whose run the land is situated, but the value of the fence is under £40. Since receiving the above letter, I have written to the Hon. the Minister for Lands, informing him that the value of the fence is under £40.

Mr. Higgins knows the fence; it is an old, nearly worn out two-round railed fence, and he has valued it at about £30, I think. As I have received no further information and am now in doubt what to do, may I respectfully request that your decision on the subject may be communicated to me, as I have already improved the land to the extent of about £70. Mr. Glass and I have been on bad terms, and I think that the question of the improvements has only been brought up by him in consequence of this fact.

I have, &c.,

R. BLACKER,

Per A.C.P.

Minutes on No. 29.

Last action noted. Mrs. Glass, 20/6/73. These papers should be forwarded to Mr. Long, in reference to the subsequent papers on the subject forwarded to him on the 16th ultimo. Mr. Long, 23/10/73. Mr. Blackman. No further action I presume can take place until the award is received.—G.L., 7 Nov., '73. Forwarded to Miscellaneous Branch, to ascertain the result of the appraisement.—1/6/74. Mr. Neate. Mr. Appraiser Higgins was instructed to value the improvements on the 9th Oct., 1873, but failed to act within the prescribed time; it will be necessary therefore to await, under decision respecting appraisements, Mr. D.-S. Greaves' nomination of another officer.—E.B., 15/6/74.

No. 30.

The Under Secretary for Finance and Trade to The Under Secretary for Lands.

Sir,

The Treasury, New South Wales, 10 September, 1873.

Referring to your letter of the 21st ultimo, I have the honor to inform you that the sum of £1 1s. was, on the 8th instant, paid into this office by Mr. L. W. Levy, as fee on appraisement of certain improvements on the Yarraman Run.

I have, &c.,

G. BAGAR.

Minutes on No. 30.

Mr. Long.—Who shall act as appraiser in this case?—J.E., 16 Sept., 1873. Mr. Licensed Surveyor Higgins.—G.L., 18 Sept., 1873.

No. 31.

The Under Secretary for Lands to Rosanna Blacker.

Madam,

Department of Lands, Sydney, 9 October, 1873.

With reference to two applications of 27th October and 22nd December, 1870, made by James Blacker, jun., of Yarraman, to purchase, under sections 13 and 21 of the Crown Lands Alienation Act, two portions containing respectively 100 acres and 40 acres, in the parish of Yarraman (and which said purchases have since been transferred to you), I am directed to inform you that Mr. L. W. Levy, of Sydney, has objected to the land in question being alienated to you, on the ground of there being sufficient improvements thereon at dates of application to bar selection.

2. I am to add that the Minister for Lands has decided that the matter shall be determined by appraisement as between the Government and Levy, and that Mr. J. J. Higgins (who has been appointed to act as appraiser on behalf of the Government) has been instructed to acquaint you of the time and place of holding the Court of Appraisement, in order that you may have an opportunity of being present to give evidence on your own behalf.

I have, &c.,

W. W. STEPHEN.

Declarations endorsed. Payments have been accepted, subject to approval of the Honorable the Minister for Lands. Will the Under Secretary for Lands be good enough to favour me with a report at his earliest convenience.—G.E., the Treasury, B.C., 9 July, 1874.

No. 32.

The Under Secretary for Lands to L. W. Levy.

Sir,

Department of Lands, Sydney, 9 October, 1873.

I beg to inform you, in reference to two applications made by James Blacker, jun., on the 27th October and 22nd December, 1870, containing 100 acres and 40 acres respectively, under the 13th and 21st sections of the Crown Lands Alienation Act, and which said purchases have since been alienated to Rosanna Blacker, of Yarraman, and whereas the purchases referred to have been objected to by you, on the ground of there being sufficient improvements thereon at the dates of application (viz., 27th October and 22nd December 1870) to bar selection, and the Honorable the Secretary for Lands having authorized me in that respect, I have appointed Mr. James Jerome Higgins, of Murrurundi, appraiser on behalf of the Government. If you are satisfied that the improvements at the dates of selection, viz., 27th October and 22nd December, 1870, in question shall be valued by him alone, you will please sign the form sent herewith marked "A"; if, however, you wish to appoint an appraiser to act on your behalf, you will sign the form "B" annexed. In this case you will be required to pay the costs of such appraiser and of the umpire who will then have to be appointed, and upon forwarding the same to Mr. Higgins he will proceed herein to act on behalf of the Government. You will of course understand that unless an appointment in either form A or B be forwarded to him within sixty days from this date, he will proceed with the appraisement, in accordance with 3rd clause of the 28th section of the Alienation Act.

2. In appointing an appraiser, you will be so good as to sign your name in full.

I have, &c.,

T. H. JOHNSON,

(For the Under Secretary).

[Enclosure to No. 32.]

B.

Applicant appointing Appraiser on his own behalf.

WHEREAS I, Eliza Jane Glass, of Singleton, in the Colony of New South Wales, have objected to the purchase of certain Crown land, on the ground of there being sufficient improvements thereon at dates of selection, viz., 27th October and 22nd December, 1870, to bar selection, a description whereof is set out in the schedule hereinafter written; and whereas the Minister for Lands has duly appointed Mr. James Jerome Higgins, of Murrurundi, to be the person to appraise the value of the said improvements at dates of selection, viz., 27th October and 22nd December, 1870, on behalf of the Government; and whereas I am desirous of appointing an appraiser on my behalf in the matter aforesaid: Now I, the said Eliza Jane Glass, do hereby, in pursuance of the provisions of the "Crown Lands Alienation Act of 1861," appoint William B. Bell, of Coomoo Coomoo, in the Colony of New South Wales, to appraise on my behalf the value of the said improvements at dates of selection, viz., 27th October and 22nd December, 1870, and the price to be paid by me for the purchase thereof: and further, I do hereby undertake and promise to James S. Farnell, Esq., Minister for Lands, that I will pay to the person above appointed as appraiser on my behalf, and to any umpire who may be appointed in the matters aforesaid, all costs, charges, and expenses which shall or may become payable to the said appraiser, and to any umpire who may be appointed herein, and that I will hold the Government of the said Colony indemnified from being called upon to pay the said costs, charges, and expenses, or any part thereof.

In witness whereof, I have hereunto set my hand, (this thirteenth day of November, 1873.

ELIZA JANE GLASS.

SCHEDULE REFERRED TO.

The improvements erected upon 100 acres and 40 acres respectively, in the parish of Yarraman, county of Pottinger, at dates of selection, viz., 27th October and 22nd December, 1870.

I, the within-named William Bryant Bell, do solemnly and sincerely declare that I am not directly or indirectly interested in the matter referred to me, and that I will faithfully, honestly, and to the best of my skill and ability, hear and determine the matters referred to me under the Crown Lands Alienation Act of 1861.

W. B. BELL.

Subscribed and declared, this thirteenth day of }
December, A.D. 1873, before me,—

G. G. BRODIE, J.P.

No. 33.

The Under Secretary for Lands to Licensed Surveyor Higgins.

Sir,

Department of Lands, Sydney, 9 October, 1873.

Referring to former instructions sent to you for your guidance in making appraisements under the 28th section of the "Crown Lands Alienation Act of 1861," I now forward the documents necessary to enable you to appraise the value of the improvements on the land particularized in the annexed schedule, which has been applied for by Rosanna Blacker, under the 13th and 21st clauses of the "Crown Lands Alienation Act of 1861." I may explain that the Crown lessee, Mr. L. W. Levy, claims that the land contains improvements, his property, of sufficient value to bar its sale to Rosanna Blacker.

2. You will be good enough to apprise Rosanna Blacker of the time and place of holding the Court of Appraisement, in order that she may have an opportunity of producing evidence in her own behalf.

I have, &c.,

T. H. JOHNSON,

(For the Under Secretary).

NOTE.—The 28th section, clause 6, of the "Crown Lands Alienation Act of 1861," provides that a single appraiser or arbitrator must make his award *within sixty days* after his appointment, or within such extended time (if any) not exceeding thirty days, as shall have been duly appointed by him. Failure on part of any appraiser or arbitrator to comply with the terms of this section will, in the absence of sufficient explanation, involve the forfeiture of half the amount of appraisement fee.

Parties to the Appraisement.	Area.	Portion.	Situation of Land.
The Crown v. L. W. Levy	a. r. p. 80 0 0	.....	Parish of Yarraman, county of Pottinger.

[Enclosure to No. 33.]

Appointment of Appraiser by Government.

WHEREAS, on 27 October and 22 December, 1870, James Blacker, jun., applied to purchase, under sections 13 and 21 of the Crown Lands Alienation Act, 100 acres and 40 acres of land, in the parish of Yarraman, County of Pottinger, which said purchases have since been alienated to Rosanna Blacker, of Yarraman; and whereas Lewis Wolfe Levy, of Sydney, in the Colony of New South Wales, has objected to the purchases by Blacker, on the ground of there being sufficient improvements thereon, at dates of application, to bar selection of said Crown land, situate in the parish of Yarraman, a description whereof is set out in the schedule hereinafter written: Now I, the Under Secretary for Lands, having been duly authorized by the Minister for Lands, in pursuance of the powers vested in him under and by virtue of the "Crown Lands Alienation Act of 1861," do hereby appoint James Jerome Higgins, of Murrurundi, in the Colony of New South Wales, to be the appraiser on behalf of the Crown, to appraise the value of the said improvements at dates of selection, viz., 27 October and 22 December, 1870.

In witness whereof, I have hereto set my hand, this ninth day of October, 1873.

W. W. STEPHEN.

SCHEDULE REFERRED TO.

The improvements upon 100 acres and 40 acres, in the parish of Yarraman, county of Pottinger, at dates of selection viz., 27 October and 22 December, 1870.

I, the within-named James Jerome Higgins, do solemnly and sincerely declare that I am not directly or indirectly interested in the matter referred to me, and that I will faithfully and honestly, and to the best of my skill and ability, hear and determine the matters referred to me, under the "Crown Lands Alienation Act of 1861."

Subscribed and declared this 27th day of }
December, A.D. 1873, before me,—

J. J. HIGGINS.

ROBT. ROBERTSON, J.P.

No. 34.

Rosanna Blacker to The Under Secretary for Finance and Trade.

Sir,

Yarraman, Murrurundi, 22 January, 1874.

Referring to the conditional purchases mentioned in the enclosed letter, I beg to state that there are not improvements amounting to £40, as alleged by Mr. L. W. Levy, on either of the blocks I have taken up. I have further to state that I have complied with the requirements of the Land Act, as regards residence, &c., and I now beg to forward the sum of £5 5s., being interest due upon the purchases mentioned.

I have, &c.,

ROSANNA BLACKER.

See No. 31.

£2	15	0
1	10	0
£5	5	0

Minutes on No. 34.

£5 5s. Suspense Account, awaiting declaration.—24 January, 1874.

Rosanna Blacker should be informed that the sum of £5 5s. remitted as interest on C.P.'s made at Murrurundi on 27 October and 22 December, 1870, has been placed in Suspense Account, pending receipt of declaration as to residence, &c. Upon receipt the amount will be accepted, subject to the decision of the Honorable the Minister for Lands.

The Treasury, Revenue Branch.—27/1/74. Mr. Reid.—G.F.

No. 35.

Licensed Surveyor Higgins to The Under Secretary for Lands.

Sir,

23 January, 1874.

I have the honor to report that, in the case of Rosanna Blacker, with reference to appraisement of improvements on selections held by her in the parish of Yarraman, and called for by Louis Wolfe Levy, of Sydney,—upon the enclosed paper being sent for signature to Mr. Levy, desiring him to appoint

See enclosure to No. 32.

appoint an appraiser on his own behalf, he forwarded the paper to Mrs. Glass, the nominal owner of the run, who filled it up, appointing an appraiser on her own behalf.

I regret to say that I did not observe till too late to amend it that the appointment of the second appraiser was illegal, and should have been made by Mr. Levy. I beg respectfully to apply that a new appointment may be made out.

I may mention that the delays of postal arrangements incidental to a scattered district, and the long intervening distance between arbitrators and umpire, together with the absence of any resident Magistrate, make a difficulty in arranging a meeting in order to sign the necessary documents before a Justice of the Peace.

I enclose herewith the paper referred to, showing error.

I have, &c.,
J. J. HIGGINS.

Minute on No. 35.

Fresh appraisement instructions may issue.—26/3/74.

No. 36.

The Under Secretary for Finance and Trade to Rosanna Blacker.

Madam, The Treasury, New South Wales, 30 January, 1874.

No. 31.

I have the honor to acknowledge receipt of your letter of the 22nd instant, enclosing the sum of £5 5s. in payment of interest on a conditional purchase.

I have to state in reply, that the usual declaration of residence and improvements should be forwarded without delay, when the case will be submitted for the decision of the Minister for Lands.

I have, &c.,
G. EAGAR.

Minutes on No. 36.

Memo.—On behalf of Mr. J. Blacker (the father of Rosanna Blacker), I beg to forward the declarations referred to in the enclosed letter.—G. G. BRODIE, C.L.A., Murrurundi, 29/6/74.

The Under Secretary for Finance and Trade.

[Enclosure A to No. 36.]

C.P. No. 70-3840.

E. 4. [Alienation Act.]

Declaration of Conditional Purchaser under the 13th section of the "Crown Lands Alienation Act of 1861," in cases where there has been alienation of the land.

I, JAMES Blacker, on behalf of my daughter Rosanna Blacker, a minor, twelve years of age, do solemnly and sincerely declare that she is the lawful owner, by conditional purchase, under the 13th section of the "Crown Lands Alienation Act of 1861," of the land hereunder described, and that improvements consisting of fencing, house, and yards, and to the value of £100, have been made on such land; and I declare further that the said land has been the *bona fide* residence, continuously, of James Blacker, junior, and myself, respectively, from the period of selection and first occupation to the present date, and that no alienation of the land has been made by any of the above-named holders until after the residence thereon of such holder for a period of one whole year, each alienation having been notified to the Land Agent of the District within one month of its having been made. I make this solemn declaration, conscientiously believing the same to be true, and by virtue of the provisions of an Act made and passed in the ninth year of the reign of Her present Majesty, intituled, "*An Act for the more effectual abolition of Oaths and Affirmations taken and made in various Departments of the Government of New South Wales and to substitute Declarations in lieu thereof and for the suppression of voluntary and extra-judicial Oaths and Affidavits.*"

JAMES BLACKER.

Taken and declared at Murrurundi, this 29th }
day of June, 1874, before me,— }
G. G. BRODIE, J.P.

Description.

County of Pottinger, parish of Yarraman, 100 acres, at Yarraman, being Conditional Purchase No. 86 of 1870, in the district of Murrurundi, made on the 27th October, 1870.

Certificate of Land Agent.

I HEREBY certify that, to the best of my knowledge and belief, the above declaration is in accordance with fact, and that the several alienations were notified to me on the following dates.

23/5/72.

G. G. BRODIE,
Land Agent for Murrurundi District.

Interest £3 15s., credited 9 July, 1874.

[Enclosure B to No. 36.]

C.P., No. 70/4376.

[Alienation Act, E. 6.]

Declaration of Conditional Purchaser, under the 21st section of the "Crown Lands Alienation Act of 1861," in cases where there has been alienation of the land.

I, JAMES Blacker, on behalf of my daughter Rosanna Blacker, a minor, twelve years of age, do solemnly and sincerely declare that she is the lawful owner, by conditional purchase, under the 21st section of the "Crown Lands Alienation Act of 1861," of the land hereunder described, and that improvements consisting of fencing, and to the value of £40, have been made on such land; and I declare further that James Blacker, jun., and myself have respectively resided on the adjoining conditional purchase since the date of its selection on 27 October, 1870, and first occupation under the 13th section of the Act, for the full period required by law; and that no alienation has at any time been made by any of the above-named holders until after the *bona fide* residence thereon of such holder for a period of one whole year, each alienation having been notified to the Land Agent of the district within one month of its having been made. And I make this solemn declaration, conscientiously believing the same to be true, and by virtue of the provisions of an Act made and passed in the ninth year of the reign of Her present Majesty, intituled, "*An Act for the more effectual abolition of Oaths and Affirmations taken and made in various Departments of the Government of New South Wales and to substitute Declarations in lieu thereof and for the suppression of voluntary and extra-judicial Oaths and Affidavits.*"

Taken and declared at Murrurundi, this 29th }
day of June, 1874, before me,— }
G. G. BRODIE, J.P.

JAMES BLACKER.

Description.

Description.

County of Pottinger, parish of Yarraman, 40 acres, at Yarraman, being Conditional Purchase No. 134 of 1870, in the District of Murrurundi, made on the 22nd December, 1870.

Certificate of Land Agent.

I hereby certify that, to the best of my knowledge and belief, the above declaration is in accordance with fact, and that the several alienations were notified to me on the following dates.
23/5/72.

G. G. BRODIE,
Land Agent for Murrurundi District.

Interest £1 10s., credited 9 July, 1874.

No. 37.

The Under Secretary for Lands to District Surveyor Greaves.

Sir, Department of Lands, Sydney, 13 June, 1874.

I am directed to request that you will be good enough to nominate a surveyor to appraise the value of the improvements existing at date of selection upon 100 acres, being portion 6L, in the parish of Yarraman, county of Pottinger, in dispute between Miss R. Blacker and Mr. L. W. Levy, Mr. Licensed Surveyor Higgins having already given one estimate of their value.

I have, &c.,
W. W. STEPHEN.

No. 38.

District Surveyor Greaves to The Under Secretary for Lands.

Sir, District Surveyor's Office, Armidale, 3 August, 1874.

In compliance with your letter of the 13th June, requesting me to nominate a surveyor who shall be appointed by the Hon. the Minister for Lands to appraise the value of the improvements existing at date of selection upon 100 acres of land, being portion No. 6L, parish of Yarraman, county of Pottinger, in dispute between Miss R. Blacker and Mr. L. W. Levy, I have the honor to suggest the name of Mr. F. W. Darby, licensed surveyor, for appointment as requested.

I have, &c.,
W. A. B. GREAVES.

Minutes on No. 38.

Mr. Darby's instructions returned unclaimed. Fresh appointment, &c., necessary, I presume.— See Nos. 39, 40, 25/11/74. (Written by Mr. Bell.)

Mr. Long.—Please name an appraiser in lieu of Mr. Darby.—J.E., 25 Nov.

Mr. Licensed Surveyor Wyndham.—G.L., 11/12/74.

Yarraman Run, District of Liverpool Plains, is held under a promise of lease by Eliza Jane Glass.—G.M., Occupation of Lands, 7 January, 1875.

No. 39.

The Under Secretary for Lands to F. W. Darby.

Sir, Department of Lands, Sydney, 29 August, 1874.

Referring to former instructions sent to you for your guidance in the appraisement of lands, I now forward the documents necessary to enable you to appraise the value of the lands and improvements thereon, particularized in the annexed schedule, and which have been applied for under the 8th, 13th, and 21st clauses of the "Crown Lands Alienation Act of 1861."

I have, &c.,
T. H. JOHNSON,
(For the Under Secretary).

NOTE.—The 28th section, clause 6, of the "Crown Lands Alienation Act of 1861," provides that a single appraiser or arbitrator must make his award *within sixty days* after his appointment, or within such extended time (if any), not exceeding thirty days, as shall have been duly appointed by him. Failure on part of any appraiser or arbitrator to comply with the terms of this section will, in the absence of sufficient explanation, involve the forfeiture of half the amount of appraisement fee, *i.e.*, ten shillings in each case.

N.B.—You will be good enough to give Miss Rosanna Blacker notice of the time and place of holding the Court of Appraisement.

Registration No.	Name of Applicant.	Area.	Portion.	Situation of Land.
74-5556 Mis.	The Government v. L. W. Levy	a. r. p.	.....	To value the improvements at dates of selection, viz., 27 October and 22 December, 1870, on two selections by James Blacker, junr. (now Rosanna Blacker's), containing respectively 100 acres and 40 acres, in the parish of Yarraman, county of Pottinger.
Do.	L. W. Levy (E. J. Glass) .....	.....	.....	To value 80 acres, embracing the above improvements.

[Enclosure

[Enclosure A to No. 39.]

Appointment of Appraiser by Government.

WHEREAS Eliza Jane Glass, of Singleton, in the Colony of New South Wales, has applied to purchase, in virtue of improvements, certain Crown land, situate on the Yarraman Run, a description whereof is set out in the schedule hereinafter written: Now I, the Under Secretary for Lands, having been duly authorized by the Minister for Lands, in pursuance of the powers vested in him under and by virtue of the "Crown Lands Alienation Act of 1861," do hereby appoint F. W. Darby, of Gunnedah, in the Colony of New South Wales, to be the appraiser on behalf of the Crown, to appraise the value of the said land, and the price to be paid by Lewis Wolfe Levy (the proprietor of the Yarraman Run), for the purchase thereof.

In witness whereof, I have hereto set my hand, this twenty-ninth day of August, 1874,—

W. W. STEPHEN.

SCHEDULE REFERRED TO.

80 acres, to include the improvements claimed by the said Eliza Jane Glass, which have been embraced within two selections by James Blacker, junr. (now Rosanna Blacker's), containing respectively 100 acres and 40 acres, in the parish of Yarraman, county of Pottinger.

[Enclosure B to No. 39.]

Appointment of Appraiser by Government.

WHEREAS, on the 27th October and 22nd December, 1870, James Blacker, junr., applied to purchase, under the 13th and 21st sections of the Crown Lands Alienation Act, 100 acres and 40 acres, in the parish of Yarraman, county of Pottinger, which portions have been alienated to Rosanna Blacker; and whereas Lewis Wolfe Levy, of Sydney, in the Colony of New South Wales, has protested against the purchases in question, on the ground that the land was, at date of application, sufficiently improved to bar selection: Now I, the Under Secretary for Lands, having been duly authorized by the Minister for Lands, in pursuance of the powers vested in him under and by virtue of the "Crown Lands Alienation Act of 1861," do hereby appoint F. W. Darby, of Gunnedah, in the Colony of New South Wales, to be the appraiser on behalf of the Crown, to appraise the value of the improvements on the said land at the date of selection by James Blacker, viz., the 27th October and 22nd December, 1870.

In witness whereof, I have hereto set my hand, this twenty-ninth day of August, 1874,—

W. W. STEPHEN.

SCHEDULE REFERRED TO.

The improvements upon 100 acres and 40 acres, in the parish of Yarraman, county of Pottinger, at date of selection, viz., 27th October, 1870, and 22nd December, 1870.

No. 40.

The Under Secretary for Lands to F. W. Darby.

Sir,

Department of Lands, Sydney, 29 August, 1874.

Referring to your appointment as an appraiser on behalf of the Government, under the Lands Alienation Act, 1861, I have the honor to inform you that, in the appraisement of the value of improved land applied to be purchased under that Act it will be necessary that you should give your special attention to the following points:—

1. The value to be fixed, you will see by clause 8, cannot be less than, for town land, £8; suburban land, £2, and for other land, £1, per acre.

2. By the same clause the value of any improvements upon the land is not to be added to that of the land; that is, you are simply to determine the value of the land, supposing the improvements were removed. This, of course, will not prevent your taking into consideration, as enhancing its value, any other advantages, including its business position, or proximity to other highly improved allotments.

3. In cases where the applicant appoints an appraiser, he will be required to pay all costs of and consequent upon the appointment of such appraiser and of the umpire, the amount whereof will be determined by the appraisers or by the umpire under this Act; and it will be necessary that, before entering upon the consideration of the question referred, you should see that such appointment is in due form, and that the appraiser has made the necessary declaration. The umpire must be appointed by yourself and your co-appraiser before you enter upon the appraisement, for which purpose you will fill in the form on the document appointing the applicant's appraiser. The umpire will of course, before acting, also make a declaration similar to that of the appraiser.

Before consenting to the appointment of an umpire in any case, you should assure yourself that the person proposed is not an applicant to purchase improved lands in the vicinity of that under consideration, and that he is a person of respectable character and repute. On these points it would be proper to seek information and advice from*

4. The award must be in writing and signed by the appraiser, or if more than one by both appraisers. If left to the umpire, he alone must sign it.

5. You must distinctly understand that the umpire is only to be called upon to act in cases of final disagreement between the appraisers, and in that event the matter will be in his sole determination.

6. The appointments and declarations of the appraisers and umpire must be annexed to the award, which is to be forthwith transmitted.

I have, &c.,

T. H. JOHNSON,
(For the Under Secretary).

No. 41.

The Under Secretary for Lands to F. W. Darby.

Sir,

Department of Lands, Sydney, 29 August, 1874.

With reference to my printed letter of instructions of this date, respecting the performance by you of duties as an appraiser on behalf of the Crown, I have now, by authority of the Honorable the Minister for Lands, to forward to you the necessary forms for appraisement of the land set out in the schedule hereto, applied for to purchase by the person whose name is therein stated; the formal appointment of appraiser being also herein enclosed.

* Not filled in.

2. I have addressed a letter to the applicant, and requested that his reply may be sent to you.

3. If he concurs in naming you as a sole appraiser, you will proceed with the appraisement as explained in my printed letter of this date. If he is desirous of naming an appraiser on his own behalf, you will supply him with one of the forms sent herewith, marked C, and you will see that the form with the appended schedule and endorsed declaration is duly completed. If he refuses to concur in your appointment as sole appraiser, or fails to appoint an appraiser in his own behalf, within sixty days from the date of your appointment, you will proceed to complete the appraisement for and on behalf of the Government and applicant, the award in which case will be binding, final, and conclusive upon all parties; forms for making which I also enclose, marked D.

Sec No. 40.
The forms alluded to are unnecessary, as these instructions were returned unacted upon.

4. A number of forms for the appointment of an umpire are herewith sent, marked E, as also forms of award, marked respectively F, G, and H, to be used as the occasion may require.

I have, &c.,
T. H. JOHNSON,
(For the Under Secretary).

SCHEDULE REFERRED TO.

Registration No.	Applicant.	Area.	Portion.	Situation of Land.
Mis. 74-5,566	The Government v. L. W. Levy	a. r. p. ....	.....	To value the improvements at dates of selection, viz., 27 October and 22 December, 1870, on two selections, containing respectively 100 acres and 40 acres, by James Blacker, junr., in the parish of Yarraman, county of Pottinger.
"	L. W. Levy .....	.....	.....	To value 80 acres embracing the above improvements.

No. 42.

The Under Secretary for Lands to E. S. Wyndham.

Sir, Department of Lands, Sydney, 29 January, 1875.

Referring to former instructions sent to you for your guidance in making appraisements under the 28th section of the Crown Lands Alienation Act of 1861, I now forward the documents necessary to enable you to appraise the value of the improvements on the land particularized in the annexed schedule, which has been applied for by Rosanna Blacker, under the 13th and 21st clauses of the "Crown Lands Alienation Act of 1861." I may explain that the Crown lessee, Mr. L. W. Levy, claims that the land contains improvements, his property, of sufficient value to bar its sale to Rosanna Blacker.

2. You will be good enough to apprise Rosanna Blacker of the time and place of holding the Court of Appraisement, in order that she may have an opportunity of producing evidence in her own behalf.

I have, &c.,
T. H. JOHNSON,
(For the Under Secretary).

NOTE.—The 28th section, clause 6, of the "Crown Lands Alienation Act of 1861," provides that a single appraiser or arbitrator must make his award *within sixty days* after his appointment, or within such extended time (if any), not exceeding thirty days, as shall have been duly appointed by him. Failure on part of any appraiser or arbitrator to comply with the terms of this section will, in the absence of sufficient explanation, involve the forfeiture of half the amount of appraisement fee.

Registration No.	Parties to the Appraisement.	Area.	Portion.	Situation of land.
	The Crown v. L. W. Levy	a. r. p. 80 0 0	.....	County of Pottinger, parish of Yarraman, situate on the Yarraman Run.

[Enclosure A to No. 42.]

Appointment of Appraiser by Government.

WHEREAS Eliza Jane Glass, of Singleton, in the Colony of New South Wales, has applied to purchase, in virtue of improvements, certain Crown land situate on the Yarraman Run, a description whereof is set out in the schedule hereinafter written: Now I, the Under Secretary for Lands, having been duly authorized by the Minister for Lands, in pursuance of the powers vested in him under and by virtue of the "Crown Lands Alienation Act of 1861," do hereby appoint E. S. Wyndham, of Murrumbidgee, in the Colony of New South Wales, to be the appraiser on behalf of the Crown, to appraise the value of the said land, and the price to be paid by the said Eliza Jane Glass for the purchase thereof, should the improvements be of sufficient value to bar its conditional purchase.

In witness whereof, I have hereto set my hand, this 29th day of January, 1875.

W. W. STEPHEN.

SCHEDULE REFERRED TO.

80 acres, to include the improvements claimed by the said Eliza Jane Glass, which have been embraced within two selections by James Blacker, junior (now Rosanna Blacker's), containing respectively 100 acres and 40 acres, in the parish of Yarraman, county of Pottinger.

Minutes on Enclosure A to No. 42.

Respectfully submitted that this appointment should have been sent to the surveyor who measured the land.—E. S. WYNDHAM, 6th Feby., 1875. Was this appointment properly sent to Mr. Wyndham?—9/2/75. Yes.—10/2/75. Place with papers, and send to Mr. Long.—12/2/75.

[Enclosure B to No. 42.]

Appointment of Appraiser by Government.

WHEREAS, on the 27th October and 22nd December, 1870, James Blacker, junr., applied to purchase, under the 13th and 21st sections of the Crown Lands Alienation Act, 100 acres, and 40 acres, in the parish of Yarraman, county of Pottinger (and since alienated to Rosanna Blacker): And whereas Eliza Jane Glass, of Singleton, in the Colony of New South Wales, has protested against the purchases in question, on the ground that the land was sufficiently improved at the dates of application to bar selection (a description of the land in question is set out in the schedule hereinafter written): Now I, the Under Secretary for Lands, having been duly authorized by the Minister for Lands, in pursuance of the powers vested in him under and by virtue of the "Crown Lands Alienation Act of 1861," do hereby appoint E. S. Wyndham, of Murrurundi, in the Colony of New South Wales, to be the appraiser on behalf of the Crown, to appraise the value of the improvements on the said land at the dates of selection by James Blacker, junr., viz., 27 October and 22 December, 1870.

In witness whereof, I have hereto set my hand, this twenty-ninth day of January, 1875.

W. W. STEPHEN.

SCHEDULE REFERRED TO.

To value the improvements at the dates of conditional purchase by James Blacker, junr., viz., 27 October and 22 December, 1870, on 100 acres and 40 acres, in the parish of Yarraman, county of Pottinger, on Yarraman Run.

Minutes on Enclosure B to No. 42.

Appointment returned to the Under Secretary for Lands. The land was not measured by me, and I have no knowledge of the locality, and should therefore have to visit and inspect the land, which I cannot undertake to do for less than £9 9s., as it would occupy me three days at least.—EDWD. S. WYNDHAM, 6 Feby., 1875. Was this appointment properly sent to Mr. Wyndham?—9/2/75. Licensed-Surveyor Wyndham was the appraiser named by Mr. Long.—E. K., 10/2/75. Probably Mr. Licensed-Surveyor Higgins, as he measured the land, would undertake the appraisal of the improvements.—G.L., 15/2/75. Shall instructions issue, or will it be better to write to Mr. Higgins, asking him whether he will undertake the duty?—20/2/75. Mr. Higgins having already been appointed in the first instance, the instructions had better be again sent to him.—A.O.M., 22/2/75.

No. 43.

Thomas Argent to The Secretary for Lands.

Sir,

Yarraman, 15 July, 1875.

I have the honor to report, for the information of the Honorable the Minister for Lands, that having had my attention specially drawn to the two cases noted in the margin, and having been informed by James Blacker, senr., that a caveat had been lodged by the lessee of the Yarraman Run against the allowance of the said purchases, on the ground that the land comprised in them was fully improved at the dates of selection, I inspected the said land, valued the improvements shown to me thereon, and came to the following conclusion:—

2. That the fence standing upon the 100 acres, and pointed out to me by Mr. Blacker as the only improvement that was upon that area at the time of selection, could not have been worth more than £30 at that period.

3. That the fence upon the 40 acres, also pointed out to me by Mr. Blacker as the only improvement upon that portion at the time of selection, could not have been worth more than £15.

4. Therefore, if Blacker's statements to me are correct, the two pieces of land referred to could not properly be regarded as improved land within the meaning of the "Crown Lands Alienation Act of 1861."

I have, &c.,

THOMAS ARGENT,

Inspector of Conditional Purchases.

No. 44.

Licensed Surveyor Higgins to The Under Secretary for Lands.

Sir,

Bundella, 26 July, 1875.

I have the honor to report to you, in reference to the arbitration case of the Government *versus* Eliza Jane Glass, that I met Mrs. Glass's appraiser on June 12th, and we could not agree in our estimate of the value of the improvements effected by the former lessee of the run on the selections made by Rosanna Blacker, and appointed on 10th June Mr. A. J. Kingsmill, of Murrurundi, to act as umpire. That gentleman appointed the 21st July as the date upon which the inquiry should be held. I attended at Yarraman on that day, and then learned that Rosanna Blacker and her witnesses had refused to attend, her father, James Blacker, stating, on her behalf, that he was acting under legal advice, and intended taking the matter into the Supreme Court.

Mr. Kingsmill opened the inquiry, declining personally to examine the improvements, and stating that he would be guided by the evidence of the present witnesses. These were Mrs. Glass's brother, and Smith, the manager of the run. As there were no witnesses on behalf of Rosanna Blacker present, and we had no authority to enforce their attendance, it seemed that without further instructions I was not justified in acting in a case in which the evidence was almost entirely on one side (and in which the umpire refused to examine the improvements and be guided by that evidence), and also refused a postponement, on the grounds of having other business to attend to.

I declined therefore to have anything to do with the case till I had communicated with you on the subject. I informed the umpire, however, that I would give him my estimate of the improvements and statement of the case in writing.

I have the honor respectfully to submit that my action in this matter may be upheld, as whatever reason Blacker may have had for refusing to attend the Court of Arbitration with his witnesses on behalf of his daughter, I could not conscientiously assist at an inquiry which would have most probably deprived her

Jas. Blacker, junr., 100 acres purchased at Land Office, Murrurundi, on October 27th, 1870.

Jas. Blacker, junr., 40 acres, purchased at Land Office, Murrurundi, Dec., 22nd, 1870.

Original papers herewith. See enclosures A, B, C, D.

her of a property to which I have not any doubt she is legally entitled. I append hereto a copy of my statement to Mr. Kingsmill, giving him the facts of the case as they appear to me.

I have, &c.,
J. J. HIGGINS.

[Enclosure A to No. 44.]

Appointment of Appraiser by Government.

WHEREAS on the 27th October and 22nd December, 1870, James Blacker, junior, applied to purchase, under the 13th and 21st sections of the Crown Lands Alienation Act, 100 acres and 40 acres in the parish of Yarraman, county of Pottinger, and since alienated to Rosanna Blacker; and whereas Eliza Jane Glass, of Singleton, in the Colony of New South Wales, has protested against the purchase in question, on the ground that the land was sufficiently improved at date of application to bar selection, a description of the land in question is set out in the schedule hereinafter written: Now I, the Under Secretary for Lands, having been duly authorized by the Minister for Lands, in pursuance of the powers vested in him under and by virtue of the "Crown Lands Alienation Act of 1861," do hereby appoint James Jerome Higgins, of Murrurundi, in the Colony of New South Wales, to be the appraiser on behalf of the Crown, to appraise the value of the improvements on the said land at dates of selection by James Blacker, junior, 27th October and 22nd December, 1870.

In witness whereof, I have hereto set my hand, this thirtieth day of March, 1875.

W. W. STEPHEN.

SCHEDULE REFERRED TO.

To value the improvements at dates of conditional purchase by James Blacker, junr., viz., 27th October and 22nd December, 1870, on 100 acres and 40 acres in the parish of Yarraman, county of Pottinger, on Yarraman Run.

I, the within-named James Jerome Higgins, do solemnly and sincerely declare that I am not directly or indirectly interested in the matter referred to me, and that I will faithfully and honestly, and to the best of my skill and ability, hear and determine the matters referred to me under the "Crown Lands Alienation Act of 1861."

Subscribed and declared this 24th day }
of April, A.D. 1875, before me,— }

J. J. HIGGINS.

H. V. HEWITT, J.P.

[Enclosure B to No. 44.]

Appointment of Appraiser by Government.

WHEREAS Eliza Jane Glass, of Singleton, in the Colony of New South Wales, has applied to purchase in virtue of improvements certain Crown land, situate on the Yarraman Run, a description whereof is set out in the schedule hereinafter written: Now I, the Under Secretary for Lands, having been duly authorized by the Minister for Lands, in pursuance of the powers vested in him under and by virtue of the "Crown Lands Alienation Act of 1861," do hereby appoint James Jerome Higgins, of Murrurundi, in the Colony of New South Wales, to be the appraiser on behalf of the Crown, to appraise the value of the said land, and the price to be paid by the said Eliza Jane Glass for the purchase thereof, should the improvements be of sufficient value to bar its conditional purchase.

In witness whereof, I have hereto set my hand, this thirtieth day of March, 1875.

W. W. STEPHEN.

SCHEDULE REFERRED TO.

80 acres, to include the improvements claimed by the said Eliza Jane Glass, which have been embraced within two selections by James Blacker, junior (now Rosanna Blacker's), containing respectively 100 acres and 40 acres, in the parish of Yarraman, county of Pottinger, on Yarraman Run.

I, the within-named James Jerome Higgins, do solemnly and sincerely declare that I am not directly or indirectly interested in the matter referred to me, and that I will faithfully and honestly, and to the best of my skill and ability, hear and determine the matters referred to me under the "Crown Lands Alienation Act of 1861."

Subscribed and declared this 24th day }
of April, A.D. 1875, before me,— }

J. J. HIGGINS.

H. V. HEWITT, J.P.

[Enclosure C to No. 44.]

B.

Applicant appointing Appraiser on her own behalf.

WHEREAS I, Eliza Jane Glass, of Singleton, in the Colony of New South Wales, have applied to purchase certain improved Crown land, situate at Yarraman, Liverpool Plains, a description whereof is set out in the schedule hereinafter written; and whereas the Minister for Lands has duly appointed James Jerome Higgins to be the person to appraise the value of the said land on behalf of the Government, and to fix the value or price thereof to be paid by me; and whereas I am desirous of appointing an appraiser on my behalf in the matter aforesaid: Now I, the said Eliza Jane Glass, do hereby, in pursuance of the provisions of the "Crown Lands Alienation Act of 1861," appoint James Glass, of 400, George-street, Sydney, in the Colony of New South Wales, to appraise on my behalf the value of the said land, and the price to be paid by me for the purchase thereof: And further, I do hereby undertake and promise to the Minister for Lands that I will pay to the person above appointed as appraiser on my behalf, and to any umpire who may be appointed in the matters aforesaid, all costs, charges, and expenses which shall or may become payable to the said appraiser, and to any umpire who may be appointed herein, and that I will hold the Government of the said Colony indemnified from being called upon to pay the said costs, charges, and expenses, or any part thereof.

In witness whereof, I have hereunto set my hand, this fourth day of May, 1875,—

ELIZA JANE GLASS.

SCHEDULE REFERRED TO.

To value the improvements at the dates of conditional purchase by James Blacker, junr., viz., 27th Oct. and 22nd Dec., 1870, on 100 acres and 40 acres, parish of Yarraman, county of Pottinger, on Yarraman Run.

N.B.—Mr. Higgins will oblige by giving me as ample notice as possible of time and place of holding Court of Appraisement.

I, the within-named James Glass, do solemnly and sincerely declare that I am not directly or indirectly interested in the matter referred to me, and that I will faithfully, honestly, and to the best of my skill and ability, hear and determine the matters referred to me under the "Crown Lands Alienation Act of 1861."

Subscribed and declared this twenty-eighth day of May, }
A.D. 1875, before me, at Murrurundi,— }

JAMES GLASS.

ALEXANDER BRODIE, J.P.

[Enclosure D to No. 44.]

Rosanna Blacker to Licensed Surveyor Higgins.

Sir,

Murrurundi, 15 June, 1875.
Referring to the dispute as to the value of the improvements on 100 acres of land conditionally purchased at Murrurundi, in the name of James Blacker, junr., and now standing in my name, and on 40 acres of land additionally conditionally purchased at Murrurundi, in the name of James Blacker, junr., and now standing in my name, and which value, as I have been informed, has been referred to you for appraisalment, I beg to give you notice that I claim the right to have an arbitrator on my behalf in the matter of such appraisalment; and I hereby give you notice that I have appointed Mr. James Wood, of Yarraman, Liverpool Plains, grazier, as such arbitrator on my behalf.

I have, &c.,
ROSANNA BLACKER,
By her Agent,
JAMES BLACKER.

Minute on Enclosure D to No. 44.

This application does not affect the case in any way, as Rosanna Blacker is already represented by the Government.

J. J. HIGGINS,
26th July, 1875.

[Enclosure E to No. 44.]

Mr. A. J. Kingsmill to Licensed Surveyor Higgins.

Sir,

Murrurundi, 16 June, 1875.
I received your and Mr. Glass's appointment in an arbitration case, to be held on the 21st of this month, at Yarraman, which I accept; but suffering with a bad leg at present, if you could postpone it until the 21st July, Wednesday, I would be extremely obliged; if not, you must appoint another umpire.

Mr. Glass, who has just called, agrees to the above date—21st July.

Yours, &c.,
A. J. KINGSMILL.

P.S.—If you would consent to come in here, an earlier date might be fixed.—A.J.K.

[Enclosure F to No. 44.]

Mr. J. J. Higgins to Mr. A. J. Kingsmill.

Sir,

Bundella, 26 July, 1875.
In the appraisalment case of the Government *versus* Eliza Jane Glass, I beg to inform you that the improvements erected on portions Nos. 61 and 62, parish of Yarraman, when selected by James Blacker, and since transferred to Rosanna Blacker, consisted of a sapling fence and wires which had been erected a great number of years. Many of the rails are little more than two inches in diameter, and the wood very much decayed, and I believe that the chief value of the fence is due to the exertions of the Blackers, who repaired it. I have had the opinion of several practical men in this district who are well acquainted with the value of fencing, and they all agreed that the value of the fence on Blacker's farm was less than £40, including all that was on the two pieces. Blacker states that the timber for the fence was twenty years old at the time his son selected.

Under these circumstances, I have come to the conclusion that there were no sufficient improvements to bar selection, and that had Blacker thought fit to attend the Arbitration Court with the requisite witnesses, I am convinced you would have had such valuable evidence in support of my opinion on the matter, that I think no doubt would have remained on your mind as to its correctness, and that the selection was perfectly legal.

Blacker's refusal to attend the Court with the requisite witnesses to corroborate this opinion made it incumbent (as it appeared) on me to refuse to take any further action in a case in which the witnesses for one side only were present, and in which incomplete — would have been placed before you.

I am, &c.,
J. J. HIGGINS.

No. 45.

James Hoskins to The Secretary for Lands.

Sir,

108, Pitt-street, 29 July, 1875.
With reference to a previous application of Mrs. Eliza Jane Glass to purchase 80 acres of Crown Lands on the Yarraman Run, in the county of Pottinger, under the provisions of the 8th section of the Crown Lands Alienation Act, in virtue of improvements, the number of the said application being 73/2,553, I have been instructed to apply for permission to amend the said application, and in lieu of the area previously applied for (80 acres) to apply for 140 acres, being two measured portions of 40 acres and 100 acres respectively, in consequence of the improvements effected thereon by the lessee, Mrs. Glass, being estimated to be of the value of £150 sterling.

I have, &c.,
JAMES HOSKINS.

No. 46.

James Glass to The Secretary for Lands.

Regina v. E. J. Glass.—Appraisalment.

Sir,

Royal Hotel, Sydney, 9 August, 1875.
I feel that it is my duty to make and forward to you my report of the above case. In the matter of the application of Mrs. E. J. Glass to purchase 80 acres of improved Crown Lands on her Yarraman Station, Liverpool Plains, in virtue of improvements thereon, being a portion of two lots of land selected by the Blackers, 40 acres and 100 acres respectively; and although the above-named lots comprised portions of two sheep and horse paddocks at the Yarraman head station, Surveyor Higgins surveyed the land for the Blackers, and reported in favour of giving them the land, and from that time forward has exhibited and expressed an unmistakable and very strong bias in favour of the Blackers, and obstinately adverse to Mrs. Glass and her claims.

The Blackers were noticed by the Lands Department to make no improvements, &c., &c., upon the land in question until Mrs. Glass's claims were disposed of.

Instructions were issued by the Minister for Lands to Surveyor Higgins, appointing him appraiser on behalf of the Crown to value improvements, &c., &c. I was appointed appraiser on behalf of Mrs. E.

J.

J. Glass. I went from Sydney to Liverpool Plains to meet Mr. Higgins, in compliance with his request to meet him on the 10th of June last, at his camp on Rabeys (Towns' Run), Liverpool Plains. I met him there, and we then appointed Mr. A. J. Kingsmill, J.P., of Murrurundi, to be the umpire in the above case. Upon Mr. Kingsmill informing us that he accepted the appointment, it was finally agreed to hold the Court of Appraisement at Yarraman Station, on the 21st of July last. I met the umpire there promptly on that day. Mr. Higgins arrived at 2 o'clock, p.m.; he then informed us—although offered lunch—that he must go to the public-house close at hand for lunch, and that he would return in less than an hour, and would then be ready to proceed with the appraisement. In the meantime he sent a messenger with a written request to the Blackers to attend the appraisement, and to bring all the other witnesses he had. Blacker resided close at hand; Blacker refused to attend; he also refused to produce any other witness, information, or evidence to assist the inquiry. He also refused to take any notice of a written request signed by the umpire, desiring the attendance of himself (Blacker), or of whom it might concern.

At 4 o'clock Mr. Higgins returned from the public-house, and appeared much more elevated than elegant, and thereupon we, the appraisers and the umpire, began the inquiry, first, by declaring the Court of Appraisement duly opened. Mr. Higgins, in a very long, tedious, and unintelligible preamble, opened the case for the Crown. He declared himself in favour of giving the land to Blacker, who had selected it, said no number of witnesses would alter his views and intentions in the matter—he cared not what their evidence went to prove. He said he had no witnesses to call, that Blacker refused to attend. He then informed the umpire that he cast all the legal responsibilities of the case upon him. The umpire accepted the onus of conducting the inquiry. Mr. Higgins also said he would hand his decision in writing to the umpire, and give his reasons along with it.

I then called a witness and proceeded to examine him, and as soon as I had finished my examination, the umpire asked Mr. Higgins if he wished to put any questions to the witness; he said no, he did not, that so far as the evidence had gone, it was entirely against Blacker, and that he would not sit there and sign Blacker's land away from him. He then said the whole proceedings were illegal, as Blacker, his witness, refused to attend; he said he would break up the Court and submit the case to the Minister for Lands, who would probably issue fresh instructions appointing some Government official as sole appraiser in the matter; he also said that if Blacker lost the land it would be a dangerous precedent, as it would be referred to in other cases of the like nature, and said he had already reported on the land in favour of Blacker; he then rolled up the papers in the case and put them in his pocket, rose from his seat, and told us it was no use our going on with the case; that he represented the Crown; I asked him for his reasons for this most extraordinary and unwarrantable conduct on his part; he replied that it was not very likely the Crown would give its reasons; and notwithstanding my protest and remonstrances, he insisted upon keeping the papers, and afterwards took them away. The umpire and myself decided to proceed with the inquiry, and we informed Mr. Higgins of our intentions, and at the same time we invited Mr. Higgins to resume his seat and assist us; he refused to do so, and told us that now, since he withdrew, we had no power to proceed further in the matter; he ignored the umpire altogether—disputed his right to join in the inquiry at all. The umpire and myself then proceeded with the case and examined all the witnesses in attendance, and during a considerable portion of the time Mr. Higgins remained in the room, obstructing the duly and legally authorized and properly constituted inquiry authorized by the Minister for Lands; once, by way of intimidation, he told a witness he could have him up for perjury, and threatened the umpire and myself with a legal process, called a prohibition, which he said would be a very serious and costly affair for us both.

I am credibly informed that Mr. Higgins saw one at least of his witnesses on the morning of the inquiry, and that he was in company with Blacker himself at the public-house before referred to, a considerable portion if not all the following day. From my own observations I conclude that Mr. Higgins came to the inquiry, as he admits, with a foregone conclusion in his mind, and apparently to obstruct our efforts in arriving at the truth and to baffle inquiry, and so the case might fall to the ground or perchance be entrusted to another surveyor; a Mr. Greaves he named as sole appraiser, possibly a friend of Mr. Higgins' own.

I am aware that the costs of this appraisement, which will in any case fall upon Mrs. Glass, are commensurate with the value of the land in dispute; and in view of this alone, seeing the umpire had to be brought so far by hired conveyance, and the efforts he made to be there promptly at the peril of his life, and the long distance I had to travel myself, it was our incumbent duty to dispose of the matter. There was nothing to prevent the attendance of Blacker and his witnesses if they thought fit; I am informed that they were advised to absent themselves and not to put in an appearance.

I consider that Mr. Higgins' conduct in this matter, and his behaviour toward the umpire and myself throughout, was, to say the least of it, very indiscreet and irregular; his objections were the most frivolous, his obstruction the most vexatious, his conduct on the whole in the capacity of appraiser on behalf of the Crown, if not severely reprehensible, admits of strong animadversion. In view of what has taken place I consider it my duty to lay these facts before you.

I have, &c.,
JAMES GLASS,
Appraiser.

No. 47.

A. J. Kingsmill to The Surveyor General.

Crown v. E. J. Glass.

Sir,

I have the honor to hand you, enclosed, the evidence taken before me at Yarraman Station, with my award* in the above case.

Murrurundi, 13 August, 1875.
I have, &c.,
A. J. KINGSMILL,
Umpire.

Minute

* This award not with papers, being erroneous. See minute, 9/10/75, on this document.

Minute on No. 47.

Inform that the award is erroneous, inasmuch as it acts on compensation to be given by the Government to Mrs. Glass, instead of determining the question as to the value of the improvements. Ask him to explain whether its purport is such as he intended, or whether the document was framed under a misapprehension of the facts to be determined. Send blank form of Appraisement by Umpire.—9/10/75. (Written by Mr. Thompson.)

[Enclosure A to No. 47.]

Appointment of Umpire by two Appraisers.

WHEREAS, on the 27th October and 22nd December, 1870, James Blacker, junior, applied to purchase under the 13th and 21st sections of the Crown Lands Alienation Act of 1861, 100 acres and 40 acres, in the parish of Yarraman, county of Pottinger, and since alienated to Rosanna Blacker; and whereas Eliza Jane Glass, of Singleton, in the Colony of New South Wales, has protested against the purchase in question, on the grounds that the land was sufficiently improved at date of application to prevent selection; and whereas, on the 30th day of March, 1875, James Jerome Higgins, of Murrurundi, was appointed appraiser on behalf of the Crown, to appraise the value of the improvements on the said land at date of selection by James Blacker; and whereas, on the 4th day of May, 1875, James Glass, of 400, George-street, Sydney, in the said Colony, was appointed appraiser on behalf of the aforesaid Eliza Jane Glass to appraise, on her behalf, the value of the said improvements: Now we, the said James Jerome Higgins and James Glass, in pursuance of the "Crown Lands Alienation Act of 1861," do hereby appoint Arthur John Kingsmill, of Murrurundi, to be umpire in the matter of the said appraisement.

In witness whereof, we have hereto set our hands, this 10th day of June, 1875,—

J. J. HIGGINS.

JAMES GLASS.

I, Arthur John Kingsmill, do solemnly and sincerely declare that I am not directly or indirectly interested in the matter referred to me, and that I will faithfully, honestly, and to the best of my skill and ability, hear and determine the matters referred to me under the "Crown Lands Alienation Act of 1861."

Subscribed and declared, this twenty-first day of

A. J. KINGSMILL.

July, A.D. 1875, before me,—

H. V. HEWITT, J.P.

[Enclosure B to No. 47.]

Regina v. E. J. Glass.—Appraisement.

Sir,

Yarraman, 21 July, 1875.

Having in conjunction with yourself and Mr. J. J. Higgins, the person appointed as appraiser on behalf of the Government, opened a Court of Appraisement in the above case, and having examined the witness William Smith, at the conclusion of which Mr. Higgins refused to act any further, on account of Blacker, who refused to attend, not being present,—having examined all the witnesses who appeared in attendance, and, in view of Mr. Appraiser Higgins's extraordinary and unwarrantable conduct in this matter in refusing to proceed with the examination of the witnesses in attendance, and also placing every possible obstruction in the way of the business before us,—and having concluded the case, as far as possible, all in your presence, I consider it my duty to refer the matter to you as umpire to decide and make your award accordingly.

Yours, &c.,

JAMES GLASS,

Appraiser.

A. J. Kingsmill, Esq., Umpire.

[Enclosure C to No. 47.]

Regina v. Glass.

Sir,

Yarraman Station, 21 July, 1875, 1 p.m.

Mr. Higgins, Government Arbitrator in present case, not having put in an appearance this forenoon, being the day appointed by the two arbitrators and myself for it to take place, I hereby give you notice that I will go on with the case this afternoon at 2 p.m.

I am, &c.,

A. J. KINGSMILL.

Mr. James Blacker.

[Enclosure D to No. 47.]

Regina v. E. J. Glass.

Yarraman, 21 July, 1875.

I, the undersigned, Edward Byrnes, of Yarraman, do solemnly and sincerely declare that I delivered two letters this day to James Blacker—one from A. J. Kingsmill, Esq., and one from J. J. Higgins, Esq.,—and after reading the said letters, the said James Blacker informed me that he would not attend as a witness himself or bring any other witnesses in the matter of appraisement held at Yarraman this day, in which James Glass and J. J. Higgins were appraisers, and A. J. Kingsmill was umpire.

EDWARD BYRNES.

Declared before me this 21st July, 1875,—A. J. KINGSMILL, Umpire.

[Enclosure E to No. 47.]

On the 40 acres there are 80 rods of two-rail fence and three wires, valued at (9s.) nine shillings per rod, which amounts to the sum of (£36) thirty-six pounds.

On the 100 acres there are 84 rods of two-rail fence and three wires, valued at (9s.) nine shillings per rod, which amounts to £37 16s. (thirty-seven pounds sixteen shillings); also there are on the same 100 acres 80 rods of two-rail fence, valued at 6s. 6d. per rod, which amounts to the sum of £26; and on the 300 acres there are 15½ rods of two-rail fence valued at 6s. 6d. per rod, which amounts to the sum of £5 0s. 9d., which valuation new fences could be put up for. Where the dots* run through the 40 acres, and the 100 acres, and the corner of the 300 acres, the fence runs or did run; it is nearly in the middle of the 40 acres, and there is no surveyed land joining anywhere only what I have shown. As Maggie Smith's is not measured yet, so it is all Crown lands on the side opposite the 640 acres. The total number of rods, 259½, that is counting two panels to the rod, but I think they will go more than the rod, which would make a total of £104 16s. 9d.

MATTHEW GLASS.

No. 48.

James Blacker to The Under Secretary for Lands.

Sir,

Murrurundi, 16 September, 1875.

I beg most respectfully to draw your attention to the facts respecting two conditional purchases of 100 acres and 40 acres of land at Yarraman, made by me—100 acres on the 27th October, 1870, and 40 acres on the 22nd December, 1870—and subsequently transferred to Rosanna Blacker.

A

*See Sketch, Appendix E.

A considerable time after I made the selections an objection was lodged by the agent for Mrs. Glass, the owner of the Yarraman Run, against the allowance of the said conditional purchases, on the ground that the land had been fully improved prior to the date of my application to purchase, and therefore was not open for selection. Some time ago the Government Inspector of Conditional Purchases was out at Yarraman, and I called upon him and stated the circumstances to him, and requested he would inspect the so-called improvements and value them.

I believe he can state that the improvements are not anything like sufficient to prevent the selection of the said land. At any rate I can easily prove that at the time I selected the said pieces of land there was nothing whatever to prevent anyone being allowed to select them. I shall feel greatly obliged if you will kindly place this matter before the Hon. the Minister for Lands, and get a decision arrived at. The present holder of the land is my daughter, and if the matter is settled I could, in her interest, have a large amount of improvements made there, and the use of the selections at this most busy time, viz., shearing, &c., would be a great advantage to me and my family. Of course, I cannot advance money to have the land enclosed until I know that the Government have decided about it, and the land is of very little use to us unless it is enclosed. Your reply to me, at Yarraman, will much oblige,—

Yours, &c.,
JAMES BLACKER.

Minutes on No. 48.

Under the enclosed award the two conditional purchases (original and additional) should be declared void, the appraiser valuing the improvements at £130.—W.B., 24/11/75. Sec enclosure to No. 50.

Approved.—T.G., 21/12/75.

It is recommended applicant be requested to pay £6 into the Treasury as cost of subdivision required. The value of improvements as per award is £130; the area of the two portions is 140 acres. It is also submitted as to whether the 10 acres cut off is to be sent to auction?—R. D. FITZGERALD, for Surveyor General, 11 February, /76.

No. 49.

The Under Secretary for Lands to A. J. Kingsmill.

Sir,

Department of Lands, Sydney, 12 October, 1875.

I am directed to inform you that the award furnished by you, as umpire in the matter between Mrs. Eliza Jane Glass and the Crown in respect to certain improvements, her property, existing on lands described in the margin, conditionally purchased by James Blacker, sets out compensation to be paid by the Crown to Mrs. Glass for such improvements, whereas the question to be determined is the value of such improvements at the date of conditional purchase. In returning the award for your perusal,* I am to ask you to be good enough to explain whether its purport was such as you intended, or whether the document was framed under a misapprehension. At the same time I enclose a printed form of appraisalment to meet cases of this kind.

2 portions containing 100 acres and 40 acres respectively, in the parish of Yarraman, county of Pottinger.

I have, &c.,
W. W. STEPHEN.

*Not with papers, being returned as erroneous.

[Enclosure to No. 49.]

Appraisement by Umpire.

To all to whom these presents shall come— of in the Colony of New South Wales, sends greeting:—
WHEREAS on the day of was duly appointed by the Minister for Lands to appraise the value of certain Crown Lands situate at , and which said lands are described in the schedule in the paper writing hereto annexed, marked and to fix the value or price to be paid for the same: And whereas on the day of was duly appointed by on behalf of the said to appraise the value of the said lands, and to fix the value or price to be paid for the same: And whereas the said and before proceeding to enter upon the said appraisement, duly appointed the said as umpire in the matters of the said appraisement: And whereas it hath become necessary that the said should act as umpire in the premises, and he hath, before entering upon the said appraisement, duly made the declaration required by law: Now know ye, that the said having heard and considered the allegations and witnesses on behalf of the Minister for Lands, and of the said respectively, doth hereby declare the sum of to be the value of the said land, and doth appraise and fix that sum as the amount to be paid by the said for the purchase of the same, and doth further fix the costs to be paid to the said as such appraiser, at the sum of which sum the said doth direct shall be paid by the Minister for Lands, and the costs to be paid to the said as such appraiser, at the sum of and of the said as umpire herein, at the sum of which last-mentioned sums the said doth hereby order and direct shall be paid by the said
In witness whereof, the said hath hereto set his hand, this day of A.D. 187 .

No. 50.

A. J. Kingsmill to The Under Secretary for Lands.

Sir,

Murrurundi, 18 October, 1875.

I have the honor to acknowledge receipt of your letter under date 12th instant, with reference No. 49. to the award furnished by me in the matter between Mrs. Eliza Jane Glass and the Crown in respect to certain improvements, her property, existing on lands described in the margin, conditionally purchased by James Blacker, and in reply have to state that I gave full instructions to the solicitor who prepared the award, who seems to have misunderstood them altogether. What I told him was to value the improvements at £130, and recommend that Mrs. Glass be allowed to purchase 130 acres in virtue thereof out of the 140 acres selected by Blacker.

2 portions containing 100 and 40 acres respectively, in the parish of Yarraman, county of Pottinger.

I now beg to enclose my award made upon the Government form, but had not taken a note of the dates of the appraisers' appointments before Mr. Higgins left the Court; you will therefore be so good as to fill them in in the enclosed award.

I have, &c.,
A. J. KINGSMILL.

[Enclosure

[Enclosure to No. 50.]

Appraisement by Umpire.

To all to whom these presents shall come— of in the Colony of New South Wales, sends greeting:—
 WHEREAS on the day of James Jerome Higgins was duly appointed by the Minister for Lands to appraise the value of improvements on certain Crown Lands situate at Yarraman, and which said lands are described in the schedule in the paper writing hereto annexed, marked A, and to fix the value or price to be paid for the same; and whereas, on the day of James Glass was duly appointed by Eliza Jane Glass, on behalf of the said Eliza Jane Glass, to appraise the value of the said improvements, and to fix the value or price to be paid for the land; and whereas the said James Jerome Higgins and James Glass, before proceeding to enter upon the said appraisement, duly appointed the said Arthur John Kingsmill as umpire in the matters of the said appraisement; and whereas it hath become necessary that the said Arthur John Kingsmill should act as umpire in the premises, and he hath, before entering upon the said appraisement, duly made the declaration required by law: Now know ye, that the said Arthur John Kingsmill having heard and considered the allegations and witnesses on behalf of the Minister for Lands, and of the said Eliza Jane Glass respectively, doth hereby declare the sum of one hundred and thirty pounds to be the value of the improvements on the said land, and doth appraise and fix as the amount to be paid by the said Eliza Jane Glass for the purchase of the same, namely, 130 acres, and doth further fix the costs to be paid to the said James Jerome Higgins, as such appraiser, at the sum of nil, which sum the said Arthur John Kingsmill doth direct shall be paid by the Minister for Lands, and the costs to be paid to the said James Glass, as such appraiser, at the sum of nil, and of the said Arthur John Kingsmill, as umpire herein, at the sum of thirty-five pounds sterling, which last-mentioned sums the said Arthur John Kingsmill doth hereby order and direct shall be paid by the said Eliza Jane Glass.

In witness whereof the said Arthur John Kingsmill hath hereto set his hand, this twelfth day of August, A.D. 1875.

A. J. KINGSMILL.

A.—2 portions, containing 100 and 40 acres respectively, in the parish of Yarraman, county of Pottinger.

Minutes on Enclosure to No. 50.

Instructions issued for the value of the land as well as that of the improvements, but only one award received as to the value of the latter, viz., £130. From the papers it appears that the lessee applies for 80 acres in virtue of improvements? Will this award carry the right to 130 acres?

Fresh instructions will have to issue for the value of the land, and the C.P. must then be cancelled.—J.E.

No. 51.

Declaration of Conditional Purchaser.

C.P. No. 72/4,214.

E 6.

[Alienation Act.]

Declaration of Conditional Purchaser under the 21st section of the "Crown Lands Alienation Act of 1861," in cases where there has been alienation of the land.

I, ROSANNA Blacker, of Yarraman, spinster, do solemnly and sincerely declare that I am the lawful owner by conditional purchase, under the 21st section of the "Crown Lands Alienation Act of 1861," of the land hereunder described, and that improvements consisting of fencing and to the value of £40 have been made on such land; and I declare further, that James Blacker, junior, and myself, have respectively resided on the adjoining conditional purchase since the date of its selection on 27 October, 1870, and first occupation under the 13th section of this Act, for the full period required by law, and that no alienation has at any time been made by any of the above-named holders until after the *bonâ fide* residence thereon of such holder for a period of one whole year, each alienation having been notified to the Land Agent of the district within one month of its having been made. And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act made and passed in the ninth year of the reign of Her present Majesty, intituled "*An Act for the more effectual abolition of Oaths and Affirmations taken and made in various Departments of the Government of New South Wales and to substitute Declarations in lieu thereof and for the suppression of voluntary and extra-judicial Oaths and Affidavits.*"

ROSANNA BLACKER.

Taken and declared at Murrurundi, this fourth day of November, 1875, before me,—

G. G. BRODIE, a Commissioner for Affidavits.

Description.

County of Pottinger, parish of Yarraman, 40 acres, at Yarraman, being conditional purchase No. 216, of 1872, in the district of Murrurundi, made on the 11th July, 1872.

Certificate of Land Agent.

I HEREBY certify that, to the best of my knowledge and belief, the above declaration is in accordance with fact, and that the alienations were notified to me on the following dates.

23/5/72 (date of transfer of original C.P.)

G. G. BRODIE,

Land Agent for Murrurundi District.

Minute on above.

Interest 14/4, credited 11 Nov., '75.

No. 52.

Declaration of Conditional Purchaser.

C.P. No. 72/4,215.

E 6.

[Alienation Act.]

Declaration of Conditional Purchaser under the 21st section of the "Crown Lands Alienation Act of 1861," in cases where there has been alienation of the land.

I, ROSANNA Blacker, of Yarraman, spinster, do solemnly and sincerely declare that I am the lawful owner, by conditional purchase, under the 21st section of the "Crown Lands Alienation Act of 1861," of the land hereunder described, and that improvements consisting of fencing, and to the value of £40, have been made on such land; and I declare further, that James Blacker, junr., and myself have respectively resided on the adjoining conditional purchase since the date of its selection on 27 October, 1870, and first occupation under the 13th section of this Act, for the full period required by law, and that no alienation

of

of the land has been made by any of the above-named holders, until after the residence thereon of such holder for a period of one whole year, each alienation having been notified to the Land Agent of the district within one month of its having been made. And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act made and passed in the ninth year of the reign of Her present Majesty, intituled, "*An Act for the more effectual abolition of Oaths and Affirmations taken and made in various Departments of the Government of New South Wales and to substitute Declarations in lieu thereof and for the suppression of voluntary and extra-judicial Oaths and Affidavits.*"

ROSANNA BLACKER.

Taken and declared at Murrurundi, this fourth day of November, 1875, before me,—
G. G. BRODIE, a Commissioner for Affidavits.

Description.

County of Pottinger, parish of Yarraman, 40 acres, at Yarraman, being conditional purchase No. 217 of 1872, in the district of Murrurundi, made on the 11th July, 1872.

Certificate of Land Agent.

I HEREBY certify that to the best of my knowledge and belief, the above declaration is in accordance with fact, and that the several alienations were notified to me on the following dates.
23/5/72.

G. G. BRODIE,
Land Agent for Murrurundi District.

Minute on above.

Interest 14/4, credited 11 November, 1875.

No. 53.

Declaration of Conditional Purchaser.

C.P. No. 72/4,355.

E 6.

[Alienation Act.]

Declaration of Conditional Purchaser under the 21st section of the "Crown Lands Alienation Act of 1861," in cases where there has been alienation of the land.

I, ROSANNA Blacker, of Yarraman, spinster, do solemnly and sincerely declare that I am the lawful owner by conditional purchase, under the 21st section of the "Crown Lands Alienation of 1861," of the land hereunder described, and that improvements consisting of fencing, and to the value of £50 have been made on such land; and I declare further, that James Blacker, junr., and myself have respectively resided on the adjoining conditional purchase since the date of its selection on 27 October, 1870, and first occupation under the 13th section of this Act, for the full period required by law, and that no alienation of the land has been made by any of the above-named holders until after the residence thereon of such holder for a period of one whole year, each alienation having been notified to the Land Agent of the district within one month of its having been made. And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of an Act made and passed in the ninth year of the reign of Her present Majesty, intituled, "*An Act for the more effectual abolition of Oaths and Affirmations taken and made in various Departments of the Government of New South Wales and to substitute Declarations in lieu thereof and for the suppression of voluntary and extra-judicial Oaths and Affidavits.*"

ROSANNA BLACKER.

Taken and declared at Murrurundi, this fourth day of November, 1875, before me,—

G. G. BRODIE, a Commissioner for Affidavits.

Description.

County of Pottinger, parish of Yarraman, 50 acres, at Yarraman, being conditional purchase No. 225, of 1872, in the district of Murrurundi, made on the 18th July, 1872.

Certificate of Land Agent.

I HEREBY certify that, to the best of my knowledge and belief, the above declaration is in accordance with fact, and that the several alienations were notified to me on the following dates.
23/5/72.

G. G. BRODIE,
Land Agent for Murrurundi District.

Minute on above.

Interest 17/2, credited 11 November, 1875.

No. 54.

The Under Secretary for Lands to Rosanna Blacker.

Madam,

Department of Lands, Sydney, 3 February, 1876.

I am directed to inform you that the applications made by James Blacker, jun., at Murrurundi (transferred to you), of the 27th October and 22nd December, 1870, and 11th and 18th July, 1872, for the conditional purchase of 270 acres of land, are void, as the two first mentioned contain improvements valued at £130 the property of the lessee of the run, and the subsequent ones being dependent thereon.

2. Enclosed are forms which, on being filled up and forwarded to the Auditor General, signed by you, together with your deposit receipts, will enable you at once to obtain the refund of the deposit paid on account of the above.

I have, &c.,

WM. BLACKMAN,
(Pro Under Secretary).

[Enclosure

[Enclosure A to No. 54.]

Revenue refunded.

3 February, 1876.

Department of Lands, Conditional Purchase Branch: Dr. to Rosanna Blacker (alienee of Jas. Blacker, jun.),—

	Amount to be refunded.
	£ s. d.
For the following refund, viz. :—	
Land Office at Murrurundi; date of selection, 27th day of October, 1870; deposit paid on 100 acres; selection void; contains valuable improvements; deposit to be refunded on 100 acres	25 0 0

I certify that the amount charged in this voucher as to computation, casting, and rate, is correct, and that the refund is duly authorized in terms of the Audit Act.

W. W. STEPHEN,
Under Secretary for Lands.

[Enclosure B to No. 54.]

Revenue refunded.

3 February, 1876.

Department of Lands, Conditional Purchase Branch: Dr. to Rosanna Blacker (alienee of Jas. Blacker, jun.),—

	Amount to be refunded.
	£ s. d.
For the following refund, viz. :—	
Land Office at Murrurundi; date of selection, 22nd day of December, 1870; deposit paid on 40 acres; selection void; contains valuable improvements; deposit to be refunded on 40 acres	10 0 0

I certify that the amount charged in this voucher as to computation, casting, and rate, is correct, and that the refund is duly authorized in terms of the Audit Act.

W. W. STEPHEN,
Under Secretary for Lands.

[Enclosure C to No. 54.]

Revenue refunded.

3 February, 1876.

Department of Lands, Conditional Purchase Branch: Dr. to Rosanna Blacker,—

	Amount to be refunded.
	£ s. d.
For the following refund, viz. :—	
Land Office at Murrurundi; date of selection, 11th day of July, 1872; deposit paid on 40 acres; selection void, first conditional purchase being void, deposit to be refunded on 40 acres	10 0 0

I certify that the amount charged in this voucher as to computation, casting, and rate, is correct, and that the refund is duly authorized in terms of the Audit Act.

W. W. STEPHEN,
Under Secretary for Lands.

[Enclosure D to No. 54.]

Revenue refunded.

3 February, 1876.

Department of Lands, Conditional Purchase Branch: Dr. to Rosanna Blacker,—

	Amount to be refunded.
	£ s. d.
For the following refund, viz. :—	
Land Office at Murrurundi; date of selection, 11th day of July, 1872; deposit paid on 40 acres; selection void, first conditional purchase being void; deposit to be refunded on 40 acres	10 0 0

I certify that the amount charged in this voucher as to computation, casting, and rate, is correct, and that the refund is duly authorized in terms of the Audit Act.

W. W. STEPHEN,
Under Secretary for Lands.

[Enclosure E to No. 54.]

Revenue refunded.

3 February, 1876.

Department of Lands, Conditional Purchase Branch: Dr. to Rosanna Blacker,—

	Amount to be refunded.
	£ s. d.
For the following refund, viz. :—	
Land Office at Murrurundi; date of selection, 18th day of July, 1872; deposit paid on 50 acres; selection void, first conditional purchase being void; deposit to be refunded on 50 acres	12 10 0

I certify that the amount charged in this voucher as to computation, casting, and rate, is correct, and that the refund is duly authorized in terms of the Audit Act.

W. W. STEPHEN,
Under Secretary for Lands.

No. 55.

25

No. 55.

The Under Secretary for Lands to The Land Agent, Murrurundi.

Sir,

Department of Lands, Sydney, 3 February, 1876.

I am directed to inform you that the applications of James Blacker, jun. (transferred to Rosanna Blacker), of the 27th October and 22nd December, 1870, and 11th and 18th July, 1872, for the conditional purchase of 270 acres of land, have been cancelled, as the two first-mentioned contain improvements valued at £130, the property of the lessee of the run, and the subsequent ones being dependent thereon.

2. Forms for refund of deposit have been forwarded for the signature of the applicant, the nature of which you will be so good as to explain to her, if required.

I have, &c.,

WM. BLACKMAN,

(For the Under Secretary).

No. 56.

The Under Secretary for Lands to The Under Secretary for Finance and Trade.

Conditional Purchase—Revenue refunded.

Sir,

Department of Lands, Sydney, 3 February, 1876.

I am directed to inform you that the conditional purchase noted in the margin being void, you will be good enough to refund to the selector the sum of £25, being the deposit money paid thereon.

2. I am to add, that a receipt form for the disposal of the money has been forwarded to the applicant, with instructions to fill up same and transmit it to the Treasury.

I have, &c.,

WM. BLACKMAN,

(Pro Under Secretary).

District—
Murrurundi.
Name—Rosanna
Blacker.
Date of selection
—27 October,
1870.
Area—100 acres.
Deposit—£25.

No. 57.

The Under Secretary for Lands to The Under Secretary for Finance and Trade.

Conditional Purchase—Revenue refunded.

Sir,

Department of Lands, Sydney, 3 February, 1876.

I am directed to inform you that the conditional purchase noted in the margin being void, you will be good enough to refund to the selector the sum of £10, being the deposit money paid thereon.

2. I am to add, that a receipt form for the disposal of the money has been forwarded to the applicant, with instructions to fill up same and transmit it to the Treasury.

I have, &c.,

WM. BLACKMAN,

(Pro Under Secretary).

District—
Murrurundi.
Name—Rosanna
Blacker.
Date of selection
—22 Decem-
ber, 1870.
Area—40 acres.
Deposit—£10.

No. 58.

The Under Secretary for Lands to The Under Secretary for Finance and Trade.

Conditional Purchase—Revenue refunded.

Sir,

Department of Lands, Sydney, 3 February, 1876.

I am directed to inform you that the conditional purchase noted in the margin being void, you will be good enough to refund to the selector the sum of £10, being the deposit money paid thereon.

2. I am to add, that a receipt form for the disposal of the money has been forwarded to the applicant, with instructions to fill up same and transmit it to the Treasury.

I have, &c.,

WM. BLACKMAN,

(Pro Under Secretary).

District—
Murrurundi.
Name—Rosanna
Blacker.
Date of selection
—11 July,
1872.
Area—40 acres.
Deposit, £10.

No. 59.

The Under Secretary for Lands to The Under Secretary for Finance and Trade.

Conditional Purchase—Revenue refunded.

Sir,

Department of Lands, Sydney, 3 February, 1876.

I am directed to inform you that the conditional purchase noted in the margin being void, you will be good enough to refund to the selector the sum of £10, being the deposit money paid thereon.

2. I am to add, that a receipt form for the disposal of the money has been forwarded to the applicant, with instructions to fill up same and transmit it to the Treasury.

I have, &c.,

WM. BLACKMAN,

(Pro Under Secretary).

District—
Murrurundi.
Name—Rosanna
Blacker.
Date of selection
—11 July,
1872.
Area—40 acres.
Deposit—£10.

No. 60.

The Under Secretary for Lands to The Under Secretary for Finance and Trade.

Conditional Purchase—Revenue refunded.

Sir,

Department of Lands, Sydney, 3 February, 1876.

I am directed to inform you that the conditional purchase noted in the margin being void, you will be good enough to refund to the selector the sum of £12 10s., being the deposit money paid thereon.

2. I am to add, that a receipt form for the disposal of the money has been forwarded to the applicant, with instructions to fill up same and transmit it to the Treasury.

I have, &c.,

WM. BLACKMAN,

(Pro Under Secretary).

District—
Murrurundi.
Name—Rosanna
Blacker.
Date of selec-
tion—18 July,
1872.
Area—50 acres.
Deposit—£12
10s.

No. 61.
Office Memoranda.

Memorandum by Mr. Blackman.

JAMES Blacker, senr., father of James Blacker, junr., and his alienee Rosanna Blacker, called on the Secretary for Lands to-day, and stated that Mr. Kingsmill's award was wholly false, as there were not £130 worth of improvements on his son's cancelled C.P.'s, the property of Mrs. Glass, and that in fact the latter had not more than £30 or £35 worth of old fencing on the two portions claimed by her in virtue of improvements; all the other improvements were made by himself or his son subsequent to selection, and consisted of a hut 25 feet long by 12 or 14 wide, of ironbark slabs and squared posts of pine, and squared wall-plates of pine; a substantial three-railed fence (ironbark), and box posts, on one side of the 100 acres; a log sheep yard, area about a quarter of an acre. On the 40 acres the posts are up on one side ready for the wire (seven wires) on one side.

The trees on 100 acres and 40 acres were ring-barked, and the land partially cleared. Blacker also stated to the Secretary for Lands that he had three times attended at various localities, and had to bring his witnesses 20 miles in obedience to the summons sent him by the appraisers, and he was so worried and disgusted with the delays and disappointments to which he was subjected that he did not attend the fourth time when the Court was ready.

One thing is clear, that the cancellation of the C.P.'s of Blacker's is premature; the award does not discriminate between the improvements on the two lots, and does not state what these improvements were, or their value at the time that Blacker selected—they might not in fact be a bar to conditional purchase under any circumstances. It is very strange that with Surveyor Higgins's letter before him of the 26th July, 1875, the umpire did not adjourn or proceed to examine personally the improvements which were not more than a mile away from the place where the Court met, the statement of Mr. Higgins being in the highest degree antagonistic to that of the other witnesses, Mr. Glass, the brother of Mrs. Glass, and Mrs. Glass's superintendent. Doubtless Blacker made a mistake in not attending on the fourth occasion, although I do not see anything in the enclosed papers which shows this.

W. B.,
16/2/76.

Minute by Mr. Moriarty, in pencil.

The appraiser has not given any detail of the improvements nor indicated the portion on which they respectively stand, nor stated that the value was that at the period of selection by Blacker (*which was what he had to determine*). Consistently with the award (assuming the value at date of selection to be meant), the land might have been open to selection, and if otherwise, the valuation possibly includes Blacker's own improvements. Appraiser might be required to explain his award, meantime the matter might stand over. (Written by Mr. Moriarty.)

The award is evidently incomplete, details of the improvements made at the time Blacker conditionally purchased, their value, and the portions on which they were made not being stated. The umpire having Surveyor Higgins's verbal and written statement before him as to the value and character and position of the improvements, should certainly have examined the land improvements, and in the absence of Blacker, adjourned the Court, and taken steps to decide between the conflicting statements of the surveyor who inspected the improvements and those of the interested parties whose evidence was taken.—T.G.

The cancellation of Blacker's C.P. should be revoked, pending the receipt of information asked for in above minute.—T.G., 18/2/76.

No. 62.

The Under Secretary for Lands to James Blacker.

Sir,

Department of Lands, Sydney, 21 February, 1876.

Referring to the umpire's award in the appraisement of the value of the improvements on Rosanna Blacker's selections mentioned in the margin, I am directed to inform you that the Secretary for Lands considers the same incomplete, and has decided that, pending certain inquiries to be instituted in the matter, the cancellation of the selections alluded to should be revoked. The revocation has therefore been noted, and the purchases now stand in Rosanna Blacker's name as before.

I have, &c.,
W. W. STEPHEN.

Rosanna Blacker,
alienee of Jas.
Blacker, junior,
100 acres, 27 Oct.
1870; 40 acres,
22 Dec., 1870; 40
acres, 11 July,
1872; 40 acres,
11 July, 1872; 50
acres, 13 July,
1872.

No. 63.

The Under Secretary for Lands to The Land Agent, Murrurundi.

Sir,

Department of Lands, Sydney, 21 February, 1876.

I am directed to inform you that the cancellations notified to you by my letter of the 3rd instant, of Rosanna Blacker's conditional purchases of 100, 40, 40, 40, and 50 acres respectively, on the 27th October and 22nd December, 1870, and 11th and 18th July, 1872, have been revoked, and the purchases stand now in her name as before.

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

See No. 65.

No. 64.

The Under Secretary for Lands to The Under Secretary for Finance and Trade.

Sir,

Department of Lands, Sydney, 21 February, 1876.

I am directed to state for your information, and for notation in the Treasury books, that the cancellations notified to you on the 3rd instant of Rosanna Blacker's conditional purchases of 100, 40, 40, 40, and 50 acres, made at Murrurundi, on the 27th October and 22nd December, 1870, and 11th and 18th July, 1872, have been revoked, and the purchases stand now in her name as before.

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

See Nos. 56, 57,
58, 59, 60.

No. 65.

27

No. 65.

The Under Secretary for Finance and Trade to The Under Secretary for Lands.

Sir,

The Treasury, New South Wales, 10 March, 1876.

I have the honor to inform you that the balance of purchase money due on the selection mentioned in the margin was paid into this office on 9th instant.

I have, &c.,
G. EAGAR.

Name—Blacker
Rosanna.
District—Murrurundi.
Area—100 acres.
Selection—27th October, 1870.
£75 0 0 balance
1 0 0 deed fee
£76 0 0 Total.

No. 66.

The Under Secretary for Finance and Trade to The Under Secretary for Lands.

Sir,

The Treasury, New South Wales, 10 March, 1876.

I have the honor to inform you that the balance of purchase money due on the selection mentioned in the margin, was paid into this office on 9th instant.

I have, &c.,
G. EAGAR.

Name—Blacker
Rosanna.
District—Murrurundi.
Area—40 acres.
Selection—22nd December, 1870.
£30 0 0 balance
1 0 0 deed fee
£31 0 0 Total.

No. 67.

The Under Secretary for Lands to A. J. Kingsmill.

Sir,

Department of Lands, Sydney, 21 March, 1876.

With reference to the award furnished by you on the 12th August last, relative to the appraisalment of the improvements alleged to exist on two portions of land in the parish of Yarraman, conditionally purchased by *Rosanna Blacker on the 27th October and 22nd December, 1870, and since transferred to †James Blacker, I am directed by the Minister for Lands to inform you that the award is incomplete, and cannot be accepted, and to request that a fresh one be made, setting out the details of the improvements made at the dates of selection, their value, and the portions on which they stand. With Mr. Surveyor Higgins's verbal and written statements before you as to the value, character, and position thereof, an examination of the land and improvements should have been made, and in the absence of Blacker, the Court should have been adjourned, and steps taken to decide between the conflicting statements of the surveyor who inspected the improvements, and those of the interested parties whose evidence was taken.

I have, &c.,
W. W. STEPHEN.

* Qy. James
Blacker.
† Qy. Rosanna
Blacker.

No. 68.

A. J. Kingsmill to The Under Secretary for Lands.

Re Mrs. Glass v. Blacker.

Sir,

Murrurundi, 23 March, 1876.

I have the honor to acknowledge the receipt of your letter of the 21st instant, with reference to the above case. The allegations contained therein I shall reply to in a future communication; in the meantime I have to request the favour of your sending me, at your earliest convenience, a blank form of award, together with the depositions taken at the Arbitration Court held by me at Yarraman last year, in order that I may refresh my memory.

I have, &c.,
A. J. KINGSMILL.

No. 67.

Submitted, 30/3/76. Of course these documents may be forwarded.—30/3/76. Yes.—31.

No. 69.

The Under Secretary for Lands to A. J. Kingsmill.

Sir,

Department of Lands, Sydney, 6 April, 1876.

With reference to your letter of the 23rd ultimo requesting to be supplied with a blank form of award, together with the depositions taken by you in the appraisalment case the *Government v. E. J. Glass*, held at Yarraman on the 21 July last, I am directed to forward herewith the documents in question, and to request that you will have the goodness to give your early attention to the matter.

I have, &c.,
W. W. STEPHEN.

No. 68.

See Enclosures to No. 47.

No. 70.

A. J. Kingsmill to The Under Secretary for Lands.

Sir,

Murrurundi, 19 April, 1876.

In reply to your letter of 21st ultimo, relative to the arbitration case held at Yarraman by me in July last, I now beg to hand you a completed award, in which is given details of improvements at date of selection; and with reference to that portion of the above letter alluding to Mr. Surveyor Higgins's written and verbal statements, I allowed them to have all the weight I considered them entitled to, as bearing against the sworn testimony of two practical and, as far as I could judge, impartial and disinterested witnesses. With regard to my making a personal inspection of the improvements, such would have led to no practical result; it being now some five or six years since the land was selected by Rosanna Blacker, and the present condition of the fencing would be no guide to the value at that date. I may also mention that a portion of the fencing had been removed by Blacker.

No. 67.

In

In conclusion, I beg to state that no object could be gained by adjourning the Court, as both Blacker and witnesses refused to attend on receiving my summons, as well as another from Mr. Higgins, he being at home during the time the Court was sitting, the case being conducted in open Court. I examined all the available witnesses who came before me having a knowledge of the circumstances of the case, and, had Mr. Surveyor Higgins remained, I should have taken his evidence on oath also.

I have, &c.,

A. J. KINGSMILL,

Umpire.

Minutes on No. 70.

Under this amended appraisalment, portion 62, 40 acres, must be allowed as an improvement purchase; but with regard to portion 61, the award is still insufficient to guide this Department, it failing to show that any particular part of the 100 acres is protected by being improved to extent of £1 per acre.—T.G., 27/4/76.

It is pointed out that Mr. Kingsmill has only valued the land, endorsing particulars and value of improvements. His award should have been as to the value of the improvements. Doubtless Mr. Kingsmill intended to value the improvements, but forgot to alter the form of award. Throughout, however, he appears to have misunderstood his instructions.—C.O., 6/5/76.

Submitted—the award is altogether informal.—15/5/76.

The award as to value of improvements is with these papers. All that is wanted now is an answer as to whether the £91 worth of improvements cover any 91 acres of the portion or not. (See minute on first page of this letter.)—T.G., 25/5/76.

[*Enclosure to No. 70.*]

Appraisalment by Umpire.

To all to whom these presents shall come, Arthur John Kingsmill, of Murrumbidgee, in the Colony of New South Wales, sends greeting:

WHEREAS on the day of , James Jerome Higgins was duly appointed by the Minister for Lands to appraise the value of certain Crown lands situate at Yarraman, and which said lands are described in the schedule in the paper writing hereto annexed, marked A, and to fix the value or price to be paid for the same; and whereas on the day of June, 1875, James Glass was duly appointed by Mrs. Eliza Jane Glass on behalf of the said Mrs. Eliza Jane Glass, to appraise the value of the said lands, and to fix the value or price to be paid for the same; and whereas the said James Jerome Higgins and James Glass, before proceeding to enter upon the said appraisalment, duly appointed the said Arthur John Kingsmill as umpire in the matters of the said appraisalment; and whereas it hath become necessary that the said Arthur John Kingsmill should act as umpire in the premises, and he hath, before entering upon the said appraisalment, duly made the declaration required by law: Now know ye, that the said Arthur John Kingsmill having heard and considered the allegations and witnesses on behalf of the Minister for Lands, and of the said Eliza Jane Glass respectively, doth hereby declare the sum of one hundred and thirty pounds to be the value of the said land, and doth appraise and fix that sum as the amount to be paid by the said Eliza Jane Glass out of the two portions in question for the purchase of the same, and doth further fix the costs to be paid to the said James Jerome Higgins as such appraiser, at the sum of nil, which sum the said Arthur John Kingsmill doth direct shall be paid by the Minister for Lands, and the costs to be paid to the said James Glass as such appraiser, at the sum of nil, and of the said Arthur John Kingsmill as umpire herein, at the sum of thirty-five pounds sterling, which last-mentioned sums the said Arthur John Kingsmill doth hereby order and direct shall be paid by the said Eliza Jane Glass.

In witness whereof, the said Arthur John Kingsmill hath hereto set his hand, this thirteenth day of August, A.D. 1875.

A. J. KINGSMILL.

Schedule marked A.

No. of portion.	No. of acres.	Where situated.	Improvements at date of selection.
61	100	Yarraman—parish of Yarraman, county of Pottinger.	Fencing..... £50 Clearing 40 In all..... £90
62	40	Yarraman—parish of Yarraman, county of Pottinger.	Fencing..... £25 Clearing 15 In all..... £40

No. 71.

Office Memorandum.

Memorandum by Mr. Thompson.—Blacker v. Glass.

*See enclosure to
No. 60.

See No. 70.

The case has been misunderstood; a second award should not have been asked for. The award—75-7,926—though incomplete, must stand, and the Minister directed that the umpire be instructed to furnish the deficient information. This he partly supplied by endorsement on the enclosure to 76-2,944, and the Minister now directs that the umpire be again instructed to state whether any part of portion 61 of 100 acres is protected from conditional purchase by being improved to the extent of £1 per acre.—L.G.T., 30/5/76.

No. 72.

The Under Secretary for Lands to A. J. Kingsmill.

Sir,

Department of Lands, Sydney, 2 June, 1876.

No. 70.

Portion 61, 100
acres; portion 62,
40 acres, parish
of Yarraman.

I am directed to acknowledge the receipt of your letter, dated the 19th April last, conveying in its enclosures the respective value of the improvements on the two portions of land described in the margin, in dispute between Mrs. Glass and J. Blacker, but the information is still insufficient to guide this Department, as it does not show that any particular part of portion 61 is protected from conditional purchase by being improved to the extent of £1 per acre. I am to request that you will inform me on this point at your earliest convenience.

I have, &c.,

W. W. STEPHEN.

No. 73.

No. 73.

A. J. Kingsmill to The Under Secretary for Lands.

Sir,

Murrurundi, 6 June, 1876.

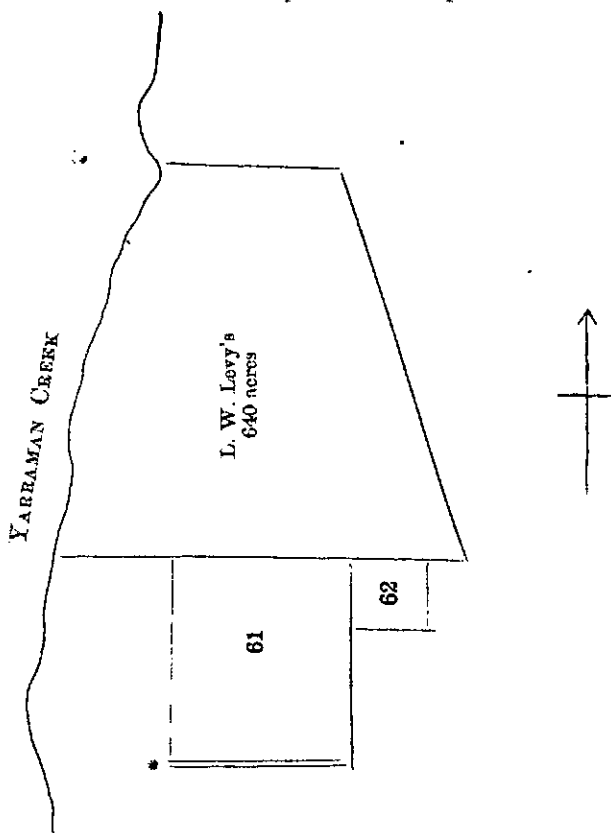
Referring to your letter of 2nd June, on the subject of the dispute *Glass v. Blacker*, requesting me to show the particular part of portion 61 that is protected from conditional purchase by being improved to the extent of £1 per acre,—in reply, I have the honor to inform you that all of portion 61 was protected from conditional purchase by being improved to the extent of £1 per acre, with the exception of 10 acres, being a narrow strip extending from east to west along the southern boundary of said portion as per annexed plan. No. 72

I have, &c.,

A. J. KINGSMILL.

Under this further report, that part of portion 61 shown to be improved may be alienated to applicant under improvement clause.—T.G., 30/6/76.

Under decision of 30th ultimo the original conditional purchase of Miss Rosanna Blacker, portion 61, should be again declared void, and the four additional purchases as dependent thereon —A.O.M., 8/7/76.



* The land lying between double lines is the land alluded to in the annexed letter as being unimproved.

No. 74.

The Under Secretary for Lands to Rosanna Blacker.

Madam,

Department of Lands, Sydney, 12 August, 1876.

I am directed to inform you that the applications made by James Blacker, junr., at Murrurundi (transferred to you), of the 27th October and 22nd December, 1870, and 11th and 18th July, 1872, for the conditional purchase of 270 acres of land, are void, as the two first mentioned contain improvements valued at £130, the property of the lessee of the run, and the subsequent ones being dependent thereon.

2. Enclosed are forms which, on being filled up in accordance with the instructions thereon, and forwarded to the Treasury, Sydney, will enable you at once to obtain the refund of your deposit.

I have, &c.,

WM. BLACKMAN,
Pro Under Secretary.

P.S.—Should you desire to select again, the Land Agent will accept the enclosed voucher as payment or part payment of deposit on the area applied for.

[Enclosure A to No. 74.]
Revenue refunded.

Department of Lands, Conditional Purchase Branch :—Dr. to Rosanna Blacker (alienee of Jas. Blacker, junr.)—
12 August, 1876.

	Amount to be refunded.
	£ s. d.
For the following refund, viz. :—	
Land Office at Murrurundi; date of selection, 27th day of October, 1870; deposit paid on 100 acres; selection void; contains valuable improvements; deposit to be refunded on 100 acres	25 0 0

I certify that the amount charged in this voucher as to computation, casting, and rate, is correct, and that the refund is duly authorized in terms of the Audit Act.

W. W. STEPHEN,
Under Secretary for Lands.

[Enclosure

[Enclosure B to 74.]

Revenue refunded.

Department of Lands, Conditional Purchase Branch :—Dr. to Rosanna Blacker (alienee of Jas. Blacker, junr.),—
12 August, 1876.

	Amount to be refunded.
	£ s. d.
For the following refund, viz. :— Land office at Murrurundi; date of selection, 22nd day of December, 1870; deposit paid on 40 acres; selection void: contains valuable improvements; deposit to be refunded on 40 acres	10 0 0

I certify that the amount charged in this voucher as to computation, casting, and rate, is correct, and that the refund is duly authorized in terms of the Audit Act.

W. W. STEPHEN,
Under Secretary for Lands.

[Enclosure C to No. 74.]

Revenue refunded.

Department of Lands, Conditional Purchase Branch : Dr. to Rosanna Blacker,—

12 August, 1876.

	Amount to be refunded.
	£ s. d.
For the following refund, viz. :— Land Office at Murrurundi; date of selection, 11th day of July, 1872; deposit paid on 40 acres; selection void, first C.P. being void; deposit to be refunded on 40 acres	10 0 0

I certify that the amount charged in this voucher as to computation, casting, and rate, is correct, and that the refund is duly authorized in terms of the Audit Act.

W. W. STEPHEN,
Under Secretary for Lands.

[Enclosure D to No. 74.]

Revenue refunded.

Department of Lands, Conditional Purchase Branch : Dr. to Rosanna Blacker,—

12 August, 1876.

	Amount to be refunded.
	£ s. d.
For the following refund, viz. :— Land Office at Murrurundi; date of selection, 11th day of July, 1872; deposit paid on 40 acres; selection void, first C.P. being void; deposit to be refunded on 40 acres	10 0 0

I certify that the amount charged in this voucher as to computation, casting, and rate, is correct, and that the refund is duly authorized in terms of the Audit Act.

W. W. STEPHEN,
Under Secretary for Lands.

[Enclosure E to No. 74.]

Revenue refunded.

Department of Lands, Conditional Purchase Branch : Dr. to Rosanna Blacker,—

12 August, 1876.

	Amount to be refunded.
	£ s. d.
For the following refund, viz. :— Land Office at Murrurundi; date of selection, 18th day of July, 1872; deposit paid on 50 acres; selection void, first C.P. being void; deposit to be refunded on 50 acres	12 10 0

I certify that the amount charged in this voucher as to computation, casting, and rate, is correct, and that the refund is duly authorized in terms of the Audit Act.

W. W. STEPHEN,
Under Secretary for Lands.

No. 75.

The Under Secretary for Lands to The Land Agent, Murrurundi.

Sir,

Department of Lands, Sydney, 12 August, 1876.

I am directed to inform you that the applications of James Blacker, junr. (transferred to Rosanna Blacker), of the 27th October and 22 December, 1870, and 11th and 18th July, 1872, for the conditional purchase of 270 acres of land, have been cancelled, as the two first mentioned contain improvements valued at £130, the property of the lessee of the run, and the subsequent ones being dependent thereon.

2. Forms for refund of deposit have been forwarded for the signature of the applicant, the nature of which you will be so good as to explain to her if required.

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

No. 76.

81

No. 76.

The Under Secretary for Lands to The Under Secretary for Finance and Trade.

Conditional Purchase—Revenue refunded.

Sir,

Department of Lands, Sydney, 12 August, 1876.

I am directed to inform you that the conditional purchase noted in the margin being void, you will be good enough to refund to the selector the sum of £25, being the deposit money paid thereon.

2. I am to add, that a receipt form for the disposal of the money has been forwarded to the applicant, with instructions to fill up same and transmit it to the Treasury.

I have, &c.,
WM. BLACKMAN,
(Pro Under Secretary).

District—Mur-
rurundi.
Name—Rosanna
Blacker.
Date of selec-
tion—27
October, 1876.
Area—100 acres.
Deposit—£25.

No. 77.

The Under Secretary for Lands to The Under Secretary for Finance and Trade.

Conditional Purchase—Revenue refunded.

Sia,

Department of Lands, Sydney, 12 August, 1876.

I am directed to inform you that the conditional purchase noted in the margin being void, you will be good enough to refund to the selector the sum of £10, being the deposit money paid thereon.

2. I am to add, that a receipt form for the disposal of the money has been forwarded to the applicant, with instructions to fill up same and transmit it to the Treasury.

I have, &c.,
WM. BLACKMAN,
(Pro Under Secretary).

District—Mur-
rurundi.
Name—Rosanna
Blacker.
Date of selec-
tion—22 Decem-
ber, 1876.
Area—40 acres.
Deposit—£10.

No. 78.

The Under Secretary for Lands to The Under Secretary for Finance and Trade.

Conditional Purchase—Revenue refunded.

Sir,

Department of Lands, Sydney, 12 August, 1876.

I am directed to inform you that the conditional purchase noted in the margin being void, you will be good enough to refund to the selector the sum of £10, being the deposit money paid thereon.

2. I am to add, that a receipt form for the disposal of the money has been forwarded to the applicant, with instructions to fill up same and transmit it to the Treasury.

I have, &c.,
WM. BLACKMAN,
(Pro Under Secretary).

District—Mur-
rurundi.
Name—Rosanna
Blacker.
Date of selec-
tion—11 July,
1876.
Area—40 acres.
Deposit—£10.

No. 79.

The Under Secretary for Lands to The Under Secretary for Finance and Trade.

Conditional Purchase—Revenue refunded.

Sir,

Department of Lands, Sydney, 12 August, 1876.

I am directed to inform you, that the conditional purchase noted in the margin being void, you will be good enough to refund to the selector the sum of £10, being the deposit money paid thereon.

2. I am to add that a receipt form for the disposal of the money has been forwarded to the applicant, with instructions to fill up same and transmit it to the Treasury.

I have, &c.,
WM. BLACKMAN,
(Pro Under Secretary).

District—Mur-
rurundi.
Name—Rosanna
Blacker.
Date of selec-
tion—11 July,
1876.
Area—40 acres.
Deposit—£10.

No. 80.

The Under Secretary for Lands to The Under Secretary for Finance and Trade.

Conditional Purchase—Revenue refunded.

Sir,

Department of Lands, Sydney, 12 August, 1876.

I am directed to inform you that the conditional purchase noted in the margin being void, you will be good enough to refund to the selector the sum of £12 10s., being the deposit money paid thereon.

2. I am to add, that a receipt form for the disposal of the money has been forwarded to the applicant, with instructions to fill up same and transmit it to the Treasury.

I have, &c.,
WM. BLACKMAN,
(Pro Under Secretary).

District—Mur-
rurundi.
Name—Rosanna
Blacker.
Date of selec-
tion—18 July,
1876.
Area—50 acres.
Deposit—
£12 10s.

No. 81.

Rosanna Blacker to The Secretary for Lands.

Sir,

Yarraman Creek, 20/8/76.

I beg to acknowledge the receipt of forms and vouchers of my conditional purchases.

I also beg to state, that the improvement, which is the bar referred to, 40 acres, consists of 80 rods of a two-rail sapling fence, with three wires, No. 10, and part of a two-rail fence on the 100 acres, which has been erected for the last thirty years. I beg to ask you, in the name of justice, whether the decision is just, after the report of Licensed Surveyor Higgins. I am willing for the lessee of the run to remove the improvements which he claims, which are of no value to me.

I have, &c.,
JAMES BLACKER,
Per ROSANNA BLACKER.
Minute

See No. 74

Minutes on No. 81.

The writer, James Blacker, on behalf of his daughter, Rosanna Blacker, complains of the Minister's action in declaring her purchases void, and states that she is willing to allow the lessee to remove his improvements, which are of no value to her. He should be informed that no further action can be taken in the matter, the Minister having decided that the land was improved at date of purchase.—W.A., 30 Nov., '76.

Papers should be returned to Mr. Curry, to refund interest and balance on the five conditional purchases.

See Nos. 82, 83, 84, 85, 86, 87.

See No. 48 for Memo.

For *précis*, see No. 88.

Treasury instructed to refund interest and balance, and applicant informed.

Mr. Thompson,—It would appear that the memo. of the Deputy Surveyor General, dated 11th February, 1876, has not been submitted, with reference to applicant paying cost of subdivision, and as to the cut-off portion of 10 acres going to auction, after subdivision has been carried out.—G.L., 7/2/77.

Submitted as to memo. of Deputy Surveyor General, dated 11th February, 1876.—J.E., 13/2/77.

Mr. Edwards,—A *précis* had better be made, showing clearly the points on which the submission is made. (Written by Mr. Thompson.)

No. 82.

The Under Secretary for Lands to Rosanna Blacker.

Madam,

Department of Lands, Sydney, 18 December, 1876.

Your conditional purchases noted in the margin having been declared void, I am directed to inform you that you can obtain the interest and balance of purchase money paid thereon, upon application to the Treasury.

I have, &c.,

WM. BLACKMAN,

(For the Under Secretary).

100, 40, 40, 40, and 50 acres, selected at Murrurundi, on the 27th Oct. and 22nd December, 1870, and 11th and 18th July, 1872

No. 83.

The Under Secretary for Lands to The Under Secretary for Finance and Trade.

Sir,

Department of Lands, Sydney, 18 December, 1876.

The conditional purchase noted in the margin having been declared void, I am directed to request that you will be good enough to cause to be refunded the interest and balance of purchase money paid thereon.

I have, &c.,

WM. BLACKMAN,

(For the Under Secretary).

100 acres, selected at Murrurundi, on the 27th October, 1870, by James Blacker, jun. (transferred to Rosanna Blacker).

No. 84.

The Under Secretary for Lands to The Under Secretary for Finance and Trade.

Sir,

Department of Lands, Sydney, 18 December, 1876.

The conditional purchase noted in the margin having been declared void, I am directed to request that you will be good enough to cause to be refunded the interest and balance of purchase money paid thereon.

I have, &c.,

WM. BLACKMAN,

(For the Under Secretary).

40 acres selected at Murrurundi, on the 22nd December, 1870, by Jas. Blacker, jun. (transferred to Rosanna Blacker).

No. 85.

The Under Secretary for Lands to The Under Secretary for Finance and Trade.

Sir,

Department of Lands, Sydney, 18 December, 1876.

The conditional purchase noted in the margin having been declared void, I am directed to request that you will be good enough to cause to be refunded the interest money paid thereon.

I have, &c.,

WM. BLACKMAN,

(For the Under Secretary).

40 acres, selected at Murrurundi, on the 11th July, 1872, by Rosanna Blacker.

No. 86.

The Under Secretary for Lands to The Under Secretary for Finance and Trade.

Sir,

Department of Lands, Sydney, 18 December, 1876.

The conditional purchase noted in the margin having been declared void, I am directed to request that you will be good enough to cause to be refunded the interest money paid thereon.

I have, &c.,

WM. BLACKMAN,

(For the Under Secretary).

40 acres, selected at Murrurundi, on the 11th July, 1872, by Rosanna Blacker.

No. 87.

The Under Secretary for Lands to The Under Secretary for Finance and Trade.

Sir,

Department of Lands, Sydney, 18 December, 1876.

The conditional purchase noted in the margin having been declared void, I am directed to request that you will be good enough to cause to be refunded the interest money paid thereon.

I have, &c.,

WM. BLACKMAN,

(For the Under Secretary).

50 acres, selected at Murrurundi, on the 18th July, 1872, by Rosanna Blacker.

No. 88.

Précis—Blacker versus Glass.

On the 27th October and the 22nd December, 1870, one James Blacker, jun., applied to purchase, under sections 13 and 21 of the "Crown Lands Alienation Act of 1861," two portions of land in the parish of Yarraman, county of Pottinger, on the Yarraman Run, containing respectively 100 acres and 40 acres, since transferred to Rosanna Blacker.

The lessee of the run, Mrs. E. G. Glass, claims that the land in question contained improvements, her property, at the dates of Blacker's applications, of sufficient value to bar its conditional purchase.

On the 30th March, 1875, an appraisalment was accordingly instituted between the Government and the lessee of the run (Mrs. Glass) with a view to determine the value of the said improvements at the dates of application for the land by Blacker. The umpire appointed to act in the case, Mr. A. J. Kingsmill, furnished his award on the 13th of August following, and set out the value of the improvements at £130, which gives the lessee the right of purchase over 130 acres. The conditional purchases have now been declared void, and as the two portions combined contain an area of 140 acres, it is now recommended that applicant (the lessee) be requested to pay the cost of subdivision, viz., £6; and it is also submitted as to whether the 10 acres cut off is to be sent to auction.—J.E., 21/2/77.

Minutes on No. 88.

Submitted.—23/2/77. For my successor.—E.A.B. The better course will perhaps be for Mrs. Glass to put up £10 worth more of improvements and apply for the whole area, viz., 140 acres.—W.W.S., 10/8/77. Approved.—T.G., 1/9/77.

No. 89.

Rosanna Blacker to The Under Secretary for Lands.

Sir, Yarraman, 31 August, 1877.

I beg that you will forward my deeds at the earliest convenience.

I have, &c.,

JAMES BLACKER,
(FOR ROSANNA BLACKER).

Miss Blacker should be referred to the letters addressed to her on 12th August, 1876, and 18th December, 1876, wherein she was apprised that the voiding of the purchases must remain.—C.N., 17/10/77. Has any reply been received from Mrs. Glass since the 19th September last?—J.E., 29/10/77. No.—J.R.M. See Nos. 74, 82.

[Enclosure to No. 89.]

The Registrar General to Rosanna Blacker.

Sir, Registrar General's Department, Land Titles Branch, Sydney, 21 August, 1877. Not with papers.

In reply to your application dated 2nd instant, for the undermentioned Crown Grant, I have to inform you that the document has not yet been received from the Under Secretary for Lands, to whom you will please apply.

I am, &c.,

E. G. WARD,
Registrar General.

Grant referred to.

County of Pottinger, parish of Yarraman, 100 acres, portion 61, and 40 acres, portion 62.

No. 90.

The Under Secretary for Lands to Mrs. E. J. Glass.

Madam, Department of Lands, Sydney, 19 September, 1877.

Referring to the appraisalment of the value of the improvements on the lands specified in the margin hercof, conditionally purchased by James Blacker, jun., I am directed by the Minister for Lands to inform you that, as the value of the improvements on the two portions has been awarded by the umpire at £130, and the combined area thereof being 140 acres, it has been decided to allow you to put up £10 worth more of improvements, which will entitle you to make application for the whole area, should you so desire.

I have, &c.,

W. W. STEPHEN.

No. 91.

The Under Secretary for Lands to Rosanna Blacker.

Madam, Department of Lands, Sydney, 20 October, 1877.

Referring to your letter of the 31st August last, applying for the deeds of your conditional purchases (noted in the margin), I am directed to refer you to my letters of the 12th August and 18th December, 1876, wherein you were apprised that the cancellation of these selections must remain.

I have, &c.,

W. W. STEPHEN.

No. 92.

The Under Secretary for Lands to Mrs. E. J. Glass.

Madam,

Department of Lands, Sydney, 8 December, 1877.

See No. 90.

I am directed to invite your attention to my letter of the 19th September last, relative to the appraisalment of the improvements on two portions of land in the parish of Yarraman, county of Pottinger, containing respectively 100 acres and 40 acres, and I am to remind you that no reply thereto has yet been received in this department.

I have, &c.,

W. W. STEPHEN.

No. 93.

H. H. Brown & Co. to The Secretary for Lands.

Sir,

Exchange Buildings, Pitt-street, Sydney, 31 December, 1877.

See No. 92.

Void C. P. of J. Blacker, jun., parish of Yarraman, county of Pottinger, 100 acres and 40 acres.

On behalf of our client, Mrs. E. J. Glass, of Yarraman Run, Liverpool Plains, we beg to acknowledge receipt of your letter of the 8th instant, and in reply thereto have to inform you that our client has accepted your suggestion, and placed further improvements on the land to the value of ten pounds sterling (£10), so that the whole of the land is now improved to the extent of one pound per acre.

We therefore respectfully request that you will be pleased to have this land now sent on for appraisalment at as early a date as possible.

We have, &c.,

H. H. BROWN & CO.

Minutes on No. 93.

Can this portion now go on for appraisalment, the £10 having been said to be expended, as suggested by Under Secretary, 10th August, 1877, and approved by the Minister?—R. D. FITZGERALD, for Surveyor General, 22nd January, 1878.

Approved.—J.S.F., 11/3/78.

No. 94.

Rosanna Blacker to The Secretary for Lands.

Sir,

Yarraman Creek, 14 January, 1878.

I beg to inform you that I hold 270 acres of land; 140 acres were selected in 1870, and improved, and declaration made nearly two years ago. The Government have taken my money and will not send the deeds;—the deed fees were paid at the same time. The Under Secretary instructed me to pay up for the ground, and I did so, so beg that I will get justice after holding the land for seven years.

Yours, &c.,

JAMES BLACKER,

(FOR ROSANNA BLACKER).

[Five plans.]

APPENDIX A

Enclosure to N° 3

PLAN OF ONE PORTION OF LAND
Parish of Yarraman
COUNTY OF POTTINGER

Measured for Auction Sale on the application of J.W. Levy

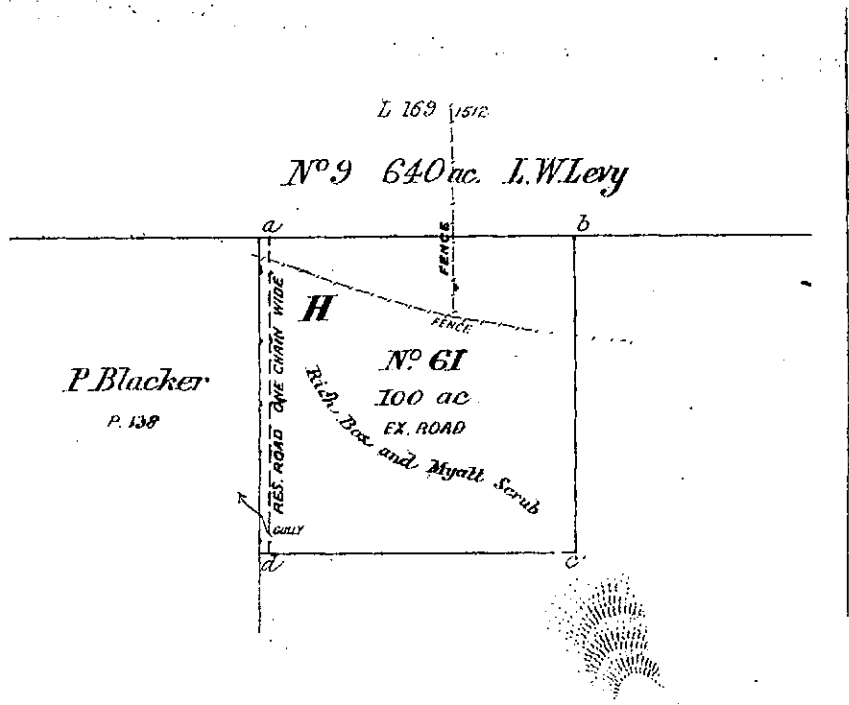
Sale at Murrumbidgee on the 26th June 1871

COUNTRY LOT H - PORTION 61

Wide Abr. 7/11097 above lot withdrawn from sale

SCALE 20 CHAINS TO AN INCH - THEODOLITE SURVEY

NOTE. All the corners of original surveys have been found on the ground unless otherwise stated, and the lengths of old marked lines are shown as chained by me.



This Portion forms part of Yarraman Run.
Soil - Very rich
Timber - Box and Myall.
Water - None
Impt^s £.30

REFERENCE TO CORNERS				
Cor	Bear ^g	From	Links	Mon. Tree
a	59°	Box	52	10. 61.
b	144° 30'	"	58	61.
c	58° 30'	"	33	61.
d	352°	"	39	61.

P. 342. 1871

Transmitted to the Surveyor General with my letter
of November 19/70 No 70/80 - (2nd) J. J. Higgins
Licensed Surveyor

PLAN

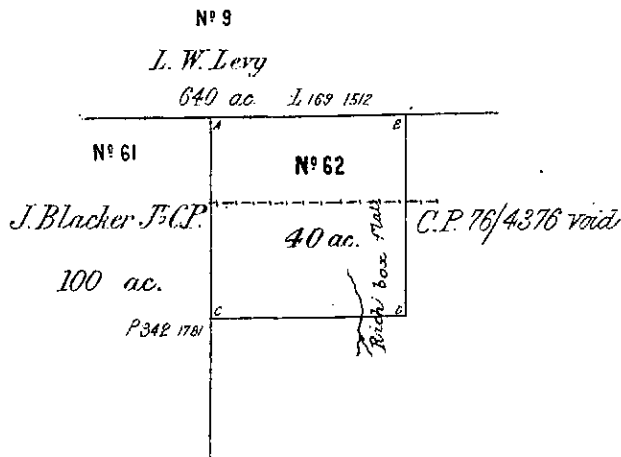
of one portion of land,

Parish of Yarraman, County of Pottinger,

Applied for under the 21st section of the Crown Lands

Alienation Act of 1861, by James Blacker J^r

Scale, 20 Chains to an Inch



Corners.

Cor.	Bears	From	Lks.	N ^o on Tree
A	141° 30'	101	52	61 62
B	180°	BOX	11	62
C	144°	BOX	45	62
D	AT CORNER STAKE			

Aspect, rich soil.
 Timber, Box.
 Water, none
 Name of Run, Yarraman.
 Improvements, fence.
 Value of Improvements, £15. 0. 0.
 Transit Theodolite used in Survey.
 Surveyed on the 4th April, 1871.
 Marked in accordance with Regulations.

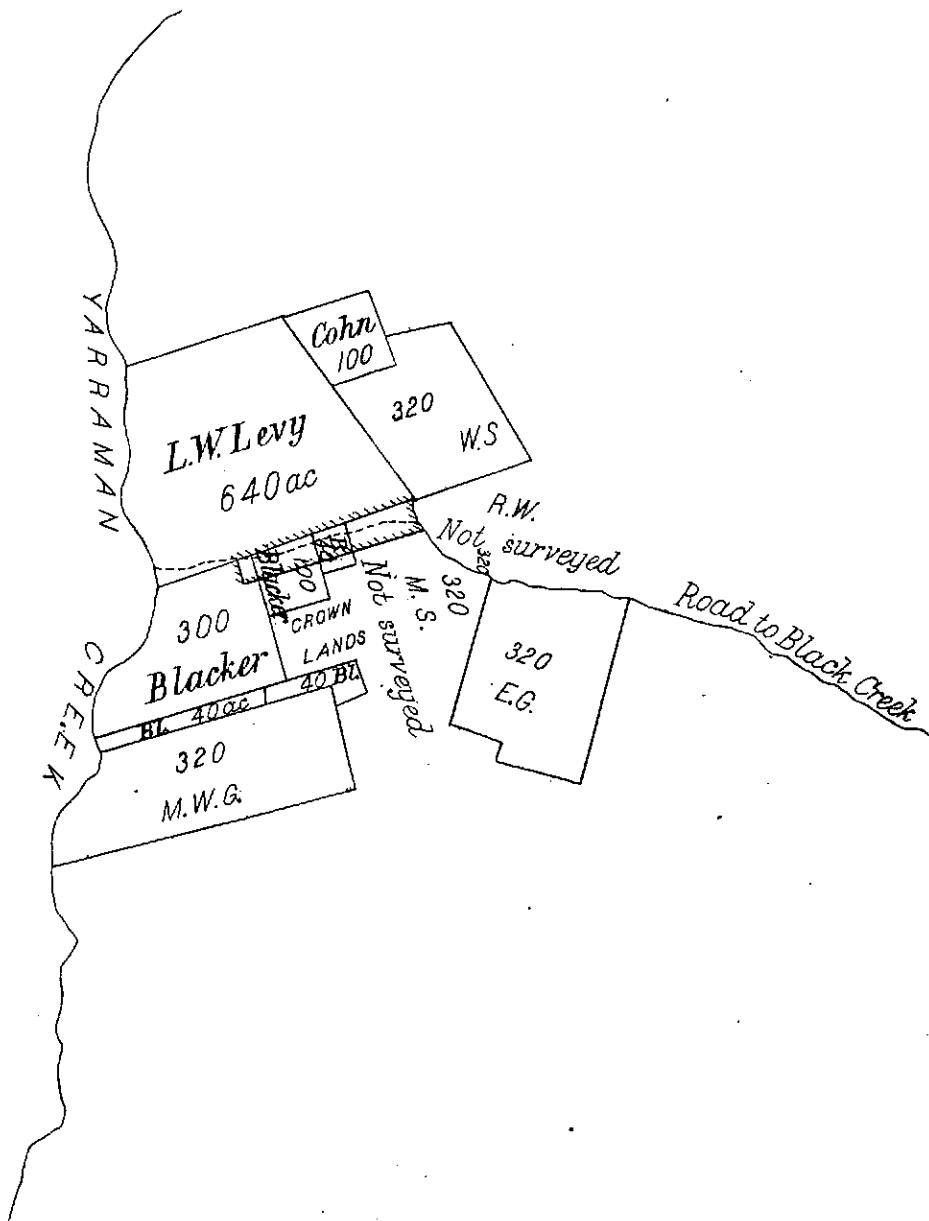
Transmitted to the Surveyor General with my letter
 of April 20, 1871, N^o 71/33

J. J. Higgins,
 Licensed Surveyor.

Occupation of Lands

73/1481

Pastoral Lease

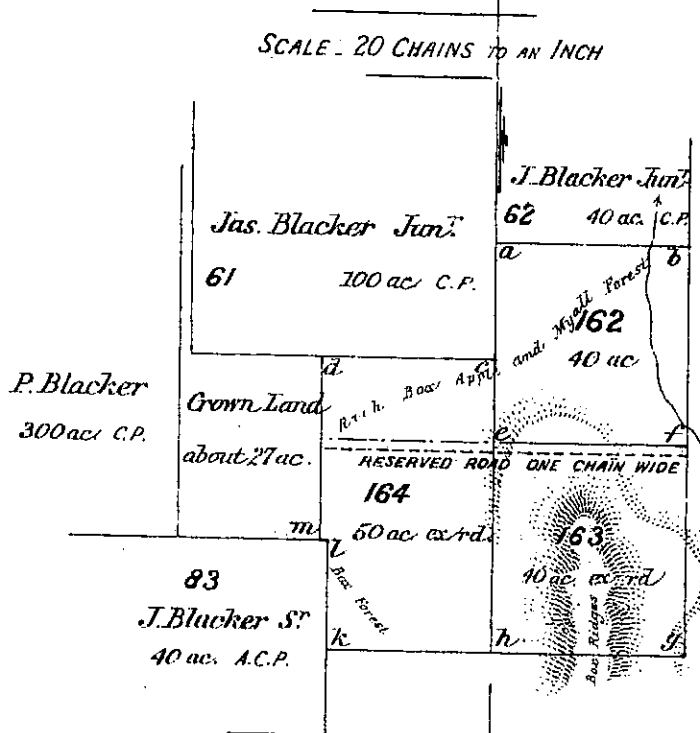


APPENDIX D

Enclosure to N^o 25

TRACING
of Portions 162. 163. 164
Parish of Yaraman
COUNTY OF POTTINGER

Applied for by Rosanna Blacker under the 21st clause of the C.I.A. Act of 1861



REFERENCE TO CORNERS				
Cor.	Bear ^g	From	Lhs	To Trees
a	144	Box	45	62, 162
b	Stake	at corner		
c	58° 30'	Box	33	61, 164
d	Stake	at corner		
e	22°	Box	39	162, 163
f	17°	"	20	
g	163°	"	40	163
h	153°	"	54	163, 164
k	247°	"	64	164
l	121°	"	49	83, 164
m	211° 30'	"	30	164

Cat. N^o P. 799. 1781.

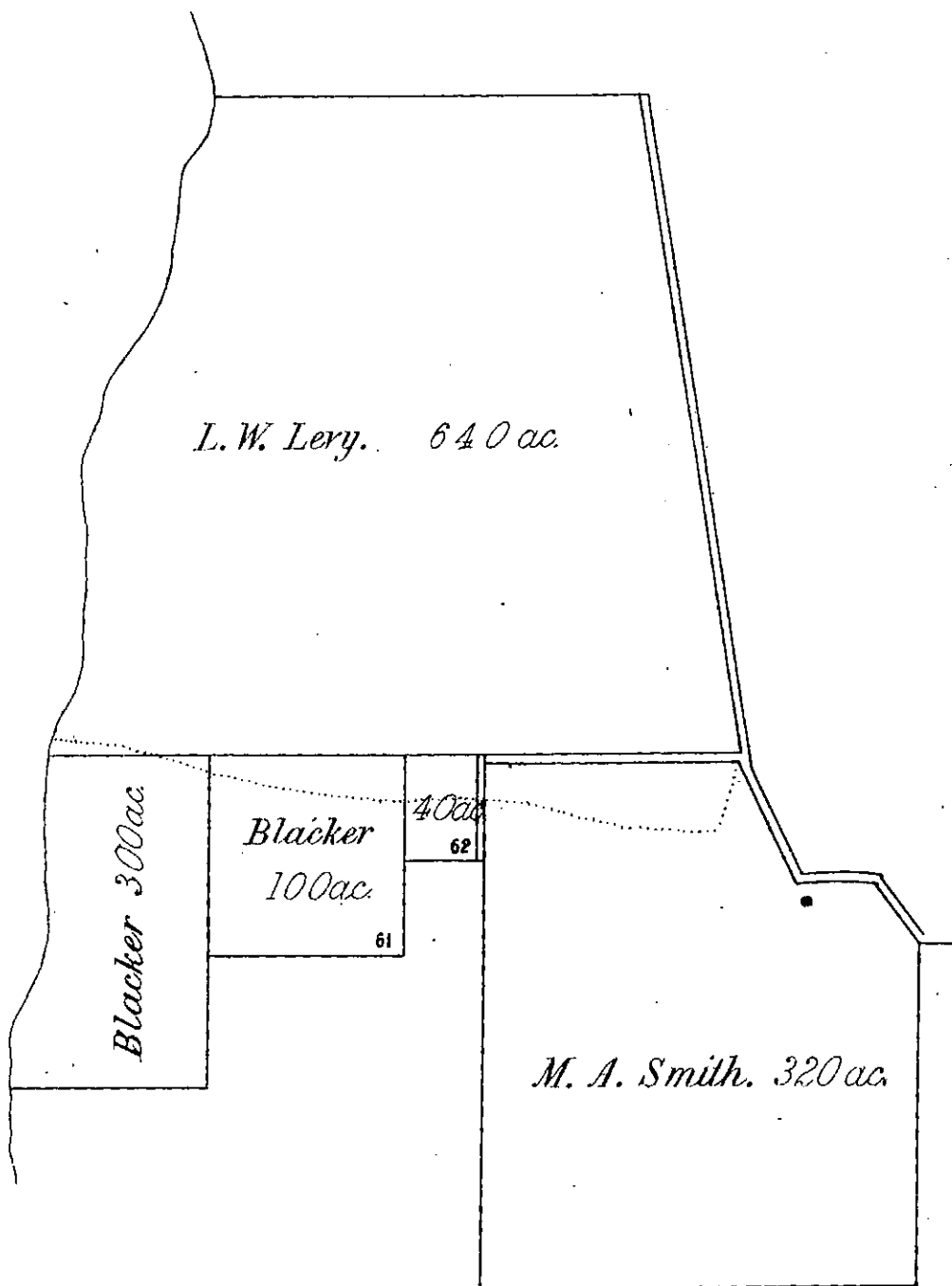
Transmission of Letter July 10th 1873

(SG^o) J. J. Higgins

Licensed Surveyor

(Sig. 417)

Enclosure F to N° 47



(Sig. 417)

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

FRANCIS CAMERON'S CONDITIONAL PURCHASE,
TAMWORTH.

(LETTERS, PAPERS, AND REPORTS.)

Ordered by the Legislative Assembly to be printed, 10 May, 1878.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 6 February, 1877, That there be laid upon the Table of this House,—

“Copies of all Letters, Papers, and Reports of Commissioner Delaney, into
“and connected with the conditional purchase of 100 acres of land at
“Tamworth by Francis Cameron in March, 1875.”

(*Mr. Bennett.*)

SCHEDULE.

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NO.	PAGE.
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FRANCIS CAMERON'S CONDITIONAL PURCHASE, TAMWORTH.

No. 1.

Application by Mrs. M. A. Burdekin to The Secretary for Lands.

Application for the purchase of improved Crown Lands.

Sir,

Attunga, Tamworth, 15 October, 1874.

Having erected the improvements detailed below, and which I estimate to be worth £100, I have the honor to apply that I may be permitted to purchase without competition, under the provisions of the "Crown Lands Alienation Act of 1861," the Crown lands on which they stand, and which are described hereunder.

The improvements referred to are now in my possession.

I have, &c.,

M. A. BURDEKIN,
(*pro* SYDNEY BURDEKIN.)

Nature of improvements:—Paddock and clearing.

Description of land:—County of Inglis, parish of Attunga.

Measured portion 59, adjoining Reserve and Taylor's selections Nos. 70 and 72.

Minutes on No. 1.

Mr. Pretious, 19 Dec., /74.

Attunga Run, District of Liverpool Plains, is held under a promise of lease by Mary Anne Burdekin.—A.O.P., Occupation of Lands, 24 Dec., 1874.

Mr. Licensed-Surveyor Elliott for report as to value and ownership of improvements, or any fact or circumstances affecting this application to purchase.—G.L. (for Surveyor General), 20 January, 1875.

Received 4th February, 1875, and transferred to Mr. Dewhurst, 20th March, 1875.—ARNOLD ELLIOTT.

No. 2.

Application by Mr. F. Cameron to The Land Agent, Tamworth.

(Alienation Act, sec. 13).

Application by Francis Cameron for the conditional purchase without competition of 100 acres unimproved Crown land, under section 13 of the "Lands Alienation Act of 1861."

RECEIVED by me, with a deposit of £25, this 4th day of March, 1875, at 4 o'clock.

JNO. McDONALD,

Agent for the Sale of Crown Lands at Tamworth.

Sir,

4 March, 1875.

I am desirous of purchasing without competition, under the 13th section of the "Crown Lands Alienation Act of 1861," the portion of unimproved Crown land hereunder described, containing 100 acres; and I herewith tender the sum of £25, being a deposit at the rate of 5s. per acre on the area for which I apply, and on which it is my intention to reside.

I am, &c.,

FRANCIS CAMERON, Attunga.

To the Agent for the
Sale of Crown Lands at Tamworth.*Description.*

County of Inglis, parish of Attunga, 100 acres, adjoining Thomas Taylor's 40 acres, No. 70, running to reserve 16, and adjoining Thomas Taylor's 40 acres, No. 72, and reserve 16.

Mr. L.-S. Elliott to measure if unobjectionable.—For the Surveyor General, 20 May, /75.

No. 3.

Mr. District-Surveyor Dewhurst to The Surveyor General.

Sir,

Tamworth, 18 March, 1875.

I have the honor to enclose to you a plan* of a portion of land, No. 59, parish of Attunga. I measured for auction sale, or to meet any future demand, at the time I made the preliminary survey of Hurley's conditional purchase adjoining.

*See Appendix A

As I had so very much to occupy my time the transmission of the plan has been postponed from time to time as not important till this date.

At the time of survey there were no improvements whatever on the land except a hut, which has since been removed, but I am in a position to report that there is now fencing round the same of the most expensive description, which has cost £100. The lines have also been cleared to a width of 40 links, and the timber has been burnt off.

The soil is poor and stony and only adapted for grazing purposes.

There is no water on the land; it is situated on the Attunga Run. Mr. Burdekin informs me that the application is in the hands of Mr. Licensed-Surveyor Elliott. I shall therefore have the honor of forwarding it to you in a few days.

The value of the land is £1 per acre.

I have, &c.,

A. DEWHURST.

Minutes

Minutes on No. 3.

Mr. Long,—Mr. Burdekin says that Mr. Licensed-Surveyor Brock is now on the ground and asks that he may be appointed appraiser in lieu of Mr. Dewhurst;—are you aware of any objection?—G.G.T., 19/8/75.

I do not know of any objection.—G.L., 19 Aug., 1875. Mr. Korff,—Instructions must now issue to Mr. Brock, and, if possible, prepare them this afternoon.—J.E.

No. 4.

Mr. Licensed-Surveyor Elliott to The Surveyor General.

Sir, Tamworth, 19 July, 1875.

See No. 2. I have the honor to return an application for 100 acres, parish of Attunga, county of Inglis, applied for by Francis Cameron under section 13 of the "Crown Lands Alienation Act of 1861,"—your instruction to measure being sent to me under date, 20 May, 1875.

See No. 1. The land applied for is identical with that applied for by Mr. Burdekin under the 8th clause, your instructions to measure, which were sent to me under date 20 January, and I transferred the same to Mr. Dewhurst, as he had already measured the land and transmitted the plan with his letter dated 13th March.

*Appendix B. Cameron has a hut upon the land, but till quite lately he has been residing with his wife and family upon portion No. 18 in this parish. The land is improved to fully £1 per acre by fencing and clearing, and I forward herewith a *tracing showing the position of the portion.

I have, &c.,
ARNOLD ELLIOTT.

Minutes on No. 4.

On this report the conditional purchase should be declared void, the land being improved.—ROBT. FITZGERALD (for Surveyor General), 20 Sept., /75.

No. 5.

M. Burdekin, Esq., to The Secretary for Lands.

Sir, Macquarie-street, Sydney, 31 July, 1875.

97 acres. I have the honor, on behalf of Mr. Sydney Burdekin, of Attunga Run, to ask that the valuation of an improved block of 91 acres, No. 59, county of Inglis, district of Tamworth, may be completed as early as possible.

I have, &c.,
MARSHALL BURDEKIN.

Sent down for appraisement of portion 59 on the 15th July, 1875.—G.L., 13 August, 1875.

Mr. Korff,—Is this case before you now? 17/8/75.

Yes; instructions for appraisement will be prepared.—F.K., 17/8/75.

Mr. Burdekin may, perhaps, be informed that the instructions for the appraisement of the land in question are under preparation and will be issued in the course of a few days.—J.E., 17 August.

No. 6.

The Under Secretary for Lands to Mr. Licensed-Surveyor Brock.

Sir, Department of Lands, Sydney, 20 August, 1875.

Referring to your former instructions, sent to you for your guidance in the appraisement of lands, I now forward the documents necessary to enable you to appraise the value of the improvements on the land particularized in the annexed Schedule, and which have been applied for under the second clause of the "Crown Lands Acts Amendment Act, 1875."

I have, &c.,
L. G. THOMPSON,
(For the Under Secretary.)

NOTE.—The 28th section, clause 6, of the "Crown Lands Alienation Act of 1861," provides that a single appraiser or arbitrator must make his award *within sixty days* after his appointment, or within such extended time, if any, not exceeding thirty days, as shall have been duly appointed by him. Failure on part of any appraiser or arbitrator to comply with the terms of this section will, in the absence of sufficient explanation, involve the forfeiture of half the amount of appraisement fee, *i.e.* ten shillings in each case.

Registration No.	Name of Applicant.	Area.	Portion.	Situation of Land.
.....	Mary Ann Burdekin	a. r. d. 96 1 0	59	Parish of Attunga, county of Inglis, on Attunga Run.

[Enclosure to No. 6.]

Appointment of Appraiser by Government.

WHEREAS Mary Anne Burdekin, of Tamworth, in the Colony of New South Wales, has applied to purchase, in virtue of improvements, certain Crown lands, situated on Attunga Run, a description whereof is set out in the schedule hereinafter written: Now I, the Under Secretary for Lands, having been duly authorized by the Minister for Lands, in pursuance of the powers vested in him under and by virtue of the "Crown Lands Alienation Act of 1861," do hereby appoint R. Brock, of Tamworth, in the Colony of New South Wales, to be the appraiser on behalf of the Crown, to appraise the value of the said land, and the price to be paid by the said Mary Anne Burdekin for the purchase thereof.

In witness whereof, I have hereto set my hand, this twentieth day of August, 1875.

W. W. STEPHEN.

SCHEDULE REFERRED TO.

Portion 59, containing 96 acres 1 rood, in the parish of Attunga, county of Inglis, on Attunga Run.

I, THE within-named Robert Brock, do solemnly and sincerely declare, that I am not directly or indirectly interested in the matter referred to me, and that I will faithfully and honestly, and to the best of my skill and ability, hear and determine the matters referred to me, under the "Crown Lands Alienation Act of 1861."

Subscribed and declared this 24th day of }
August, A.D. 1875, before me,— }

R. BROCK.

W. H. WOOD, J.P.

No. 7.

L. G. Thompson to Mrs. M. A. Burdekin.

Madam,

Department of Lands, Sydney, 20 August, 1875.

I beg to inform you, in reference to your application of the 15th October, 1874, to purchase certain land, in virtue of improvements, situated in the parish of Attunga, county of Inglis, on the Attunga Run, that the land has been measured, and the honorable the Secretary for Lands having authorized me in that respect, I have appointed Mr. Robert Brock, of Tamworth, appraiser on behalf of the Government. If you are satisfied that the land in question shall be valued by him alone, you will please sign the form sent herewith, marked "A"; if, however, you wish to appoint an appraiser to act on your behalf, you will sign the form "B,"* annexed. In this case you will be required to pay the costs of such appraiser and of the umpire who will then have to be appointed, and upon forwarding the same to Mr. R. Brock, he will proceed herein to act on behalf of the Government. You will of course understand that unless an appointment, in either form A or B, be forwarded to him within sixty days from this date, he will proceed with the appraisalment, in accordance with 3rd clause of the 28th section of the Alienation Act.

See No. 1.

*Unnecessary.

2. In appointing an appraiser you will be so good as to sign your name in full.

I have, &c.,

L. G. THOMPSON,
(For the Under Secretary.)

[Enclosure to No. 7.]

(A.)

WHEREAS I, Mary Anne Burdekin, of Sydney, in the Colony of New South Wales, have made application to purchase certain unoccupied Crown lands situate on Attunga Run, a description whereof is set out in my letter to the date bearing date and the Minister for Lands has intimated that he is willing to appoint Robert Brock, Esq., of Tamworth, in the Colony of New South Wales, licensed surveyor, to appraise the value of the said land on behalf of the Government: And whereas I am desirous of concurring in the appointment of the said R. Brock as such appraiser as aforesaid: Now, therefore, I, the said Mary Anne Burdekin, do hereby nominate and appoint the said R. Brock to be appraiser on my behalf, to the intent that upon his being appointed by the Minister for Lands, as appraiser on behalf of the Government, he may, as sole appraiser, determine the matters aforesaid.

In witness whereof, I have hereunto set my hand, this 20th day of August, A.D. 1875.

For M. A. BURDEKIN,
SYDNEY BURDEKIN.

No. 8.

Appraisalment by single Appraiser.

To all to whom these presents shall come,—

I, Robert Brock, of Tamworth, in the Colony of New South Wales, licensed surveyor, send, greeting:—

WHEREAS on the twentieth day of August, in the year of our Lord one thousand eight hundred and seventy-five, I was duly appointed by the Minister for Lands, and on the twentieth day of August, in the year of our Lord one thousand eight hundred and seventy-five, by Sydney Burdekin, for Mary Anne Burdekin, of Attunga Run, in the Colony of New South Wales, as the sole appraiser to fix and determine the price or value to be paid by the said Mary Anne Burdekin for entering certain unoccupied Crown lands situate in the parish of Attunga, county of Inglis, a description whereof is set out in the Schedule in the paper writing hereto annexed, marked : And whereas I have entered upon the consideration of the value of the said land, and have heard and considered the evidence produced before me, by or on behalf of the Minister for Lands and the said Mary Anne Burdekin, of Attunga Run: Now I, the said Robert Brock, do hereby declare the sum of ninety-six pounds and five shillings (sterling) to be the value £96 5s. of the said land, and do appraise and fix that sum as the amount to be paid by the said Mary Anne Burdekin for the purchase thereof from the Crown; and I assess and fix the costs of this appraisalment, payable to me, at the sum of two pounds ten shillings, which said sum I direct shall be paid by the Minister for Lands.

In witness whereof, I have hereto set my hand, this twenty-fourth day of August, 1875.

R. BROCK.

No. 9.

Minute for Executive Council.

Application to purchase in virtue of improvements.

Department of Lands, Sydney, 1 November, 1875.

THE applications specified in the schedule annexed, to purchase without competition, in virtue of improvements, certain land, the value of which has been appraised as by law required, recommended for approval of His Excellency the Governor and the Executive Council.

THOS. GARRETT.

EXTRACT

EXTRACT FROM SCHEDULE REFERRED TO.

Registration No.	Name of Applicant.	Area.	Allotment.	Section.	Portion.	Situation of Land.	Appraisalment value, inclusive of Deed Fee.	Remarks.
75/6,207 Ms.	Mary Anne Burdekin.	a. r. p. 96 1 0	.....	.....	59	Parish of Attunga, County of Inglis.	£ s. d. 97 5 0	.....

Minutes on No. 9.

THE Executive Council advise that the application specified in schedule, to purchase certain lands in virtue of improvements, be approved.—ALEX. C. BUDGE, Clerk of the Council.

Approved.—H.R., 1/11/75. Min.—75/53, 1/11/75. Confirmed.—2/11/75.

No. 10.

The Under Secretary for Lands to Mr. F. Cameron.

Sir,

Department of Lands, Sydney, 19 November, 1875.

I am directed to inform you that the application made by you at Tamworth on the 4th March, 1874, for the conditional purchase of 100 acres of land, is void, owing to the land being improved.

2. Enclosed is a form which, on being filled up in accordance with the instructions thereon, and forwarded to the Treasury, Sydney, will enable you at once to obtain the refund of your deposit.

I have, &c.,

W. BLACKMAN,
(Pro Under Secretary.)

[Enclosure to No. 10.]

(Series C.—Special Payments Form No. 2.)

NEW SOUTH WALES.

Revenue refunded.

Department of Lands, Conditional Purchase Branch, Dr. to Francis Cameron,—

19 November, 1875.

	Amount to be refunded.
For the following refund, viz. :— Land office at Tamworth: date of selection, 4th day of March, 1874; deposit paid on 100 acres; selection, void; contains valuable improvements; deposit to be refunded on 100 acres.....	£ s. d. 25 0 0

I certify that the amount charged in this voucher as to computation, casting, and rate is correct, and that the refund is duly authorized in terms of the Audit Act.

W. W. STEPHEN,
Under Secretary for Lands.

No. 11.

The Under Secretary for Lands to The Land Agent, Tamworth.

Sir,

Department of Lands, Sydney, 19 November, 1875.

I am directed to inform you, that the application of Francis Cameron of the 4th March, 1874, for the conditional purchase of 100 acres of land, has been cancelled owing to the land being improved.

2. A form for refund of deposit has been forwarded for the signature of the applicant, the nature of which you will be so good as to explain to him, if required.

I have, &c.,

W. BLACKMAN,
(For the Under Secretary.)

No. 12.

The Under Secretary for Lands to The Under Secretary for Finance and Trade.

Conditional Purchase—Revenue Refunded.

Sir,

Department of Lands, Sydney, 19 November, 1875.

I am directed to inform you that the conditional purchase, noted in the margin, being void, you will be good enough to refund to the selector the sum of £25, being the deposit money paid thereon.

2. I am to add, that a receipt form for the disposal of the money has been forwarded to the applicant, with instructions to fill up same and transmit it to the Treasury.

I have, &c.,

W. BLACKMAN,
(Pro Under Secretary.)

District—
Tamworth.
Name—Francis
Cameron.
Date of selection—4 March,
1874.
Area—100 acres
Deposit—£25.

No. 13.

Gazette Notice.

Department of Lands, Sydney, 30 November, 1875.

It is hereby notified that the persons mentioned in the subjoined list will be permitted to purchase, in virtue of improvements, the portions of land specified against their names.

2. The purchase money must be paid into the Colonial Treasury, Sydney, within three months from the date of the publication of this notice, under a penalty of an addition to the appraised value of 10 per cent.; and should that increased price not be paid within a further period of three months, the claim to the purchase will lapse, and the land will be brought to auction.

THOMAS GARRETT.

Registration No.	Name of Applicant.	Area.	Allotment.	Section.	Portion.	Situation of Land.	Appraised value, inclusive of Deed Fee.
* * *	* * * * *	a. r. p.	* * *	* * *	* * *	* * * * *	£ s. d.
75/6,207 Ms.	Mary Anne Burdekin,	96 1 0	.....	.....	59	Parish of Attunga, county of Inglis.	97 5 0

No. 14.

The Under Secretary for Lands to Mrs. M. A. Burdekin.

Madam,

Department of Lands, Sydney, 30 November, 1875.

I am directed to call your attention to the notice in the *Government Gazette* of this date, from which you will perceive that you will be allowed to purchase, under the 2nd clause of the "Crown Lands Acts Amendment Act of 1875," portion 59, parish of Attunga, county of Inglis, containing 96 acres 1 rood; and I am to request that you will have the goodness to pay into the Colonial Treasury the sum noted in the margin, being the price at which the land has been appraised, inclusive of the deed fee. £97 5s.

2. Under the fourth clause of the Regulations the amount stated must be paid in the manner pointed out within three months from the notice in the *Government Gazette*, under a penalty of an addition of 10 per cent. to the price; and should the price, together with such penalty, not be paid within a further period of three months, the claim to purchase will lapse, and the land be brought to auction.

I have, &c.,

L. G. THOMPSON,

(For the Under Secretary.)

No. 15.

The Under Secretary for Lands to The Under Secretary for Finance and Trade.

Sir,

Department of Lands, Sydney, 30 November, 1875.

His Excellency the Governor, with the advice of the Executive Council, having approved of the applications to purchase portions of land under the second clause of the "Crown Lands Acts Amendment Act of 1875," set forth in the accompanying printed schedule, I am directed by the Secretary for Lands to request that you will have the goodness to move the Finance Minister to cause the purchase money to be received when tendered. See No. 9.

2. I am further to request that I may be apprised of any payments that may be received at the Treasury for the lands in question.

I have, &c.,

W. W. STEPHEN.

No. 16.

Mrs. M. A. Burdekin to The Secretary for Lands.

Sir,

Macquarie-street, Sydney, 13 March, 1876.

I have the honor to state that by letter from the Lands Office, dated 30th November, 1875, I received notice that I would be allowed to purchase portion 59, containing 97 acres 1 rood, situated in the parish of Attunga, county of Inglis, on the Attunga Run, at the appraised value of (including deed fee) £97 5s. Owing to the temporary accidental loss of the paper in this matter, I have neglected to pay the amount stated at the proper time, and have made myself liable for a fine on the above amount of £9 14s. 6d. See No. 14.

I have therefore the honor to request that as the neglect to pay arose from a purely accidental cause, the fine in this case may be revoked.

I have, &c.,

M. A. BURDEKIN,

(By SYDNEY BURDEKIN.)

Under the circumstances perhaps the fine may be remitted, 16/3/76. For approval.—W.W.S., 20.
Approved.—T.G., 21/3/76.

No. 17.

Mr. F. Cameron to The Secretary for Lands.

[Presented by Mr. Hanley Bennett, M.P.]

Sir,

Moore Creek, 16 March, 1876.

In reply to yours of 19th November, 1875, I beg to protest against any action at the instance of either Mr. Burdekin or District-Surveyor Dewhurst to deprive me of the block of land taken up by me at Tamworth, on the 4th of March, 1875, upon the ground that the same was improved previous to the conditional purchase of the same. In support of the above assertion, for your information, that there were no improvements erected on the land of any description whatever, with the exception of a line of fence erected by me on the boundary-line of reserve 16, Attunga, at the instance of Licensed-Surveyor Dewhurst, for the purpose of connecting several conditional purchases held by dummies taken up by Dewhurst, I am also prepared to furnish an affidavit in confirmation of the foregoing particulars, and shall not under any circumstances whatever give up the land until the same has been proved to the contrary of my statement. See No. 10.
See No. 2.

I am, &c.,

FRANCIS CAMERON.

The

S

See No. 4.

The conditional purchase was declared void in view of Mr. Licensed-Surveyor Elliott's report wherein it is stated the land is improved to fully £1 (one pound) per acre by fencing and clearing. If applicant is not satisfied with this valuation of the improvements on the land at date of conditional purchase he may appeal to appraisement in the usual manner.—P.F.A., 23 Mar., /76. The Under Secretary for Lands. Inform,—28/3/76.

No. 18.

The Under Secretary for Lands to Mr. F. Cameron.

Sir,

Department of Lands, 8 April, 1876.

No. 17.

100 acres, 4 March, 1875,
Tamworth.

With reference to your letter of the 16th ultimo, protesting against the cancellation of your conditional purchase mentioned in the margin, on the ground that there were not sufficient improvements on the land to preclude selection, I am directed to inform you that the selection was declared void in view of Mr. Licensed-Surveyor Elliott's report, wherein it was stated the land is improved to fully £1 per acre by fencing and clearing.

2. If you are not satisfied with the surveyor's valuation you can of course appeal to appraisement, the necessary instructions for which purpose will be issued on payment by you of the usual fee of £1 1s.

I have, &c.,

W. W. STEPHEN.

No. 19.

The Under Secretary for Lands to The Under Secretary for Finance and Trade.

Sir,

Department of Lands, 10 April, 1876.

Portion 59, containing
96 acres 1 rood, in the
parish of Attunga,
county of Inglis, on
Attunga Run, gazetted
30 November, 1875.

I am directed to inform you that the Minister for Lands has approved of the remission of the fine incurred by Mrs. M. A. Burdekin by reason of the non-payment within the time prescribed by law of the purchase money for the portion of land noted in the margin, and I am to request that you will be good enough to receive the amount, without penalty, when tendered.

I have, &c.,

L. G. THOMPSON,

(For the Under Secretary.)

No. 20.

The Under Secretary for Lands to S. Burdekin, Esq.

Sir,

Department of Lands, 10 April, 1876.

No. 16.

Portion 59, containing
96 acres 1 rood, in the
parish of Attunga,
county of Inglis, on
Attunga Run.

Referring to your letter of the 13th ultimo, applying, on behalf of Mrs. Mary Anne Burdekin, for the remission of the fine incurred by the non-payment, within the time prescribed by law, of the purchase money for the portion of land noted in the margin, I am directed to inform you, that, under the explanation offered, the Minister for Lands has been pleased to approve of the remission of the fine in question, to which effect the Treasury has been appraised.

I have, &c.,

W. W. STEPHEN.

No. 21.

Mr. W. Newcombe to The Under Secretary for Lands.

Sir,

The Treasury, New South Wales, 13 April, 1876.

Land £96 5 0
Fine 0 0 0

£96 5 0

96 acres 1 rood.
Portion No. 59.

I am directed to inform you that Mary Anne Burdekin paid into this office, on the 12th instant, the sum of £96 5s., being the amount of purchase money for land at parish Attunga, containing 96 acres 1 rood, under the 2nd clause of the "Crown Lands Acts Amendment Act of 1875."

2. The fee on the deed, £1, has also been paid.

I have, &c.,

W. NEWCOMBE,

(pro Under Secretary.)

Attunga Run, District of Liverpool Plains, was, at the date of the payment of the purchase money, held under a promise of lease by Mary Anne Burdekin.—G.M., Occupation of Lands, 11 May, 1876.

No. 22.

Statutory Declaration.

(Exhibit A.)

I, FRANCIS CAMERON, of Moore Creek, do hereby solemnly and sincerely declare that there were no improvements whatever erected on the 100 acres of Crown land conditionally purchased by me at Tamworth, on the 4th of March, 1875, either by Burdekin or Dewhurst, as reported by Licensed-Surveyor Elliott: And I make this solemn declaration, conscientiously believing the same to be true, and by virtue of the provisions of an Act made and passed in the ninth year of Her Majesty, intituled, "An Act for the more effectual abolition of oaths and affirmations taken and made in various Departments of the Government of New South Wales, and to substitute declarations in lieu thereof, and for the suppression of voluntary and extra-judicial oaths and affidavits."

Taken and declared this 21st day of }
April, 1876, before me,— }

W. H. WOOD, J.P.

FRANCIS CAMERON.

No. 23.

No. 23.

H. Bennett, Esq., M.P., to The Secretary for Lands.

Sir,

Tamworth, 21 April, 1876.

In support of previous correspondence and otherwise personal representations, having special reference to the subject matter set forth in the accompanied declaration of Francis Cameron, I am requested to state that the report of Licensed-Surveyor Elliott is untrue in every particular in so far wherein he states that improvements to the value of £1 per acre were made on the land taken up by F. Cameron on the 4th March, 1875. In support of Cameron's declaration, affidavit as to its truthfulness can be furnished by residents adjoining the land in question; therefore, in the interest of all parties concerned, and the public generally, this matter should be sent on for judicial inquiry by Commissioner Delaney, instead of submitting the same to appraisalment, which course, if adopted, would bring the case more prominently before you, and give much more universal satisfaction than putting the matter in dispute to appraisalment. An early reply will oblige

Yours, &c.,

HANLEY BENNETT.

No. 24.

Mrs. M. Burdekin to The Secretary for Lands.

Sir,

Macquarie-street, Sydney, 8 August, 1876.

I have the honor to state that I require, very urgently, the grant of an improved portion of land on Attunga Station, county of Inglis, the number of the papers being 76-2,898 miscellaneous.

I am, &c.,

M. A. BURDEKIN,

(For SYDNEY BURDEKIN.)

Specially expedite this matter.—T.G., 11/8/76. Deed prepared.—28/8/76. Description herewith.

[Enclosure to No. 24.]

M. A. BURDEKIN.

Clause 2.

DESCRIPTION.

96 acres, 1 rood, county of Inglis, parish of Attunga, portion 59: Commencing at the north-eastern corner of portion 70, of 40 acres; and bounded thence on the south by the northern boundary of that portion bearing west 26 chains 67 links; on the west by part of the eastern boundary of portion 72 of 40 acres bearing north 15 chains; again on the south by the northern boundary of that portion bearing west 26 chains and 67 links; again on the west by a road 1 chain wide bearing north 10 chains and 55 links; on the north by a line bearing east 53 chains and 34 links; and on the east by a line bearing south 25 chains and 55 links to the point of commencement.

No. 25.

H. Bennett, Esq., M.P., to The Secretary for Lands.

Sir,

Assembly, 9 August, 1876.

In order that a more satisfactory conclusion may be arrived at in the interest of all parties concerned, I do myself the honor to request that the case of Francis Cameron, who made a conditional purchase of 100 acres Crown lands at Tamworth, on the 4th March, 1875, which conditional purchase has been declared void on the report of Licensed-Surveyor Elliott, at the instance of Messrs. District-Surveyor Dewhurst and S. Burdekin, late lessee of Attunga, the papers and other correspondence in the Department will fully prove the necessity of sending this case to the Court of Inquiry to be dealt with.

Yours, &c.,

HANLEY BENNETT.

Send on to Commissioner Delaney as Crown appraiser.—T.G., 21/8/76.

No. 26.

Deed of Grant to M. A. Burdekin.

(No. 76/346.)

NEW SOUTH WALES.

[Land Grant.]

GRANT UPON PURCHASE OF IMPROVED CROWN LANDS.

Register Book,

Country Lot.

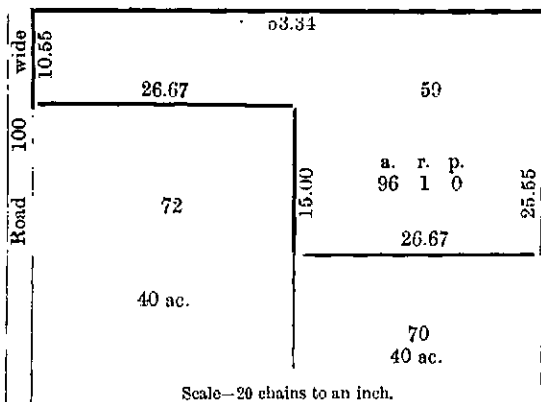
Vol. 265, folio 212.

VICTORIA, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen Defender of the Faith, and so forth:—

To all to whom these Presents shall come, Greeting:—

WHEREAS in conformity with the Regulations in force for the sale of Crown lands in our Colony of New South Wales, Mary Ann Burdekin, of Attunga, in our said Colony, has become the purchaser of the land hereinafter described (as improved Crown lands) for the sum of ninety-six pounds five shillings sterling, being the price or value thereof determined by appraisalment as by law required: Now know ye, that for and in consideration of the said sum, for and on our behalf, well and truly paid into the Colonial Treasury of our said Colony, before these presents are issued, we, with the advice of our Executive Council of New South Wales, have granted, and for us, our heirs and successors, do hereby grant, unto the said Mary Ann Burdekin, her heirs and assigns, subject to the several and respective reservations hereinafter mentioned, all that piece or parcel of land in our said Colony, containing by admeasurement ninety-six acres one rood, be the same more or less, situated in the county of Inglis, and parish of Attunga.

Portion fifty-nine.



Commencing at the north-eastern corner of portion seventy of forty acres ; and bounded thence on the south by the northern boundary of that portion bearing west twenty-six chains sixty-seven links ; on the west by part of the eastern boundary of portion seventy-two of forty acres bearing north fifteen chains ; again on the south by the northern boundary of that portion bearing west twenty-six chains and sixty-seven links ; again on the west by a road one chain wide bearing north ten chains and fifty-five links ; on the north by a line bearing east fifty-three chains and thirty-four links ; and on the east by a line bearing south twenty-five chains and fifty-five links to the point of commencement—as per plan in the margin hereof, with all the rights and appurtenances whatsoever thereto belonging :

To hold unto the said Mary Ann Burdekin, her heirs and assigns for ever : Provided nevertheless, and we do hereby reserve unto us, our heirs and successors, all such parts and so much of the said land as may hereafter be required for making public ways, canals, or railroads, in, over, and through the same, to be set out by our Governor for the time-being of our said Colony, or some person by him authorized in that respect ; and also all sand, clay, stone, gravel, and indigenous timber, and all other materials, the natural produce of the said land, which may be required at any time or times hereafter, for the construction and repair of any public ways, bridges, canals, and railroads, or any fences, embankments, dams, sewers, or drains necessary for the same, together with the right of taking and removing all such materials : And we do hereby further reserve unto us, our heirs and successors, the right of full and free ingress, egress, and regress, into, out of, and upon the said land, for the several purposes aforesaid : In testimony whereof, we have caused this our grant to be sealed with the seal of our said Colony.



Witness, our trusty and well-beloved Sir Hercules George Robert Robinson, Knight Grand Cross of our Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of our Colony of New South Wales and its Dependencies, and Vice-Admiral of the same, at Government House, Sydney, in New South Wales aforesaid, this twenty-ninth day of August, in the fortieth year of our reign, and in the year of our Lord one thousand eight hundred and seventy-six.

HERCULES ROBINSON.

C.A.T. THOMAS GARRETT.

Recorded and enrolled in the Registrar General's Office, at Sydney, in New South Wales, this first day of September, 1876.—E. G. WARD, Registrar General.

No. 27.
Gazette Notice.

Department of Lands, Sydney, 11 November, 1876.

It is hereby notified, for the information of all parties interested, that information has been received to the effect that the conditions as to residence or improvements have not been, or are not being fulfilled in respect to the undermentioned conditional purchases, the claims of the holders of such purchases have been severally referred to Commissioners for inquiry pursuant to the "Lands Act Amendment Act of 1875."

Due notice will be given by the respective Commissioners of the times and places appointed by them for holding such inquiries.

THOMAS GARRETT.

Aln. No.	C.P. No.	Name of Selector.	Date of Selection.	Area.	District.	County.	Parish.	Address.	Commissioner to whom referred.
76-27,148	75-238	Francis Cameron	4 Mar., 1875	a. r. p. 100 0 0	Tamworth	Inglis ...	Attunga	Attunga	John Delaney, Esq.

No. 28.

The Under Secretary for Lands to Mr. F. Cameron.

(Circular)—(C.P. 75-238.)

Sir,

Department of Lands, Sydney, 22 November, 1876.

I am directed to invite your attention to the notice in the Government Gazette of the 11th instant, by which you will perceive that your claim to the conditional purchase made by you at Tamworth, on the 4th March, 1875, has been referred by the Minister for Lands to Mr. Commissioner Delaney for inquiry, in accordance with the 25th clause of the "Lands Act Amendment Act of 1875," and the regulations relating thereto, as to the alleged non-fulfilment by you of the conditions of residence and improvement.

2. I am to inform you that due notice of the time and place appointed for the purpose will be given you by the Commissioner referred to.

I have, &c.,

WM. BLACKMAN,

For the Under Secretary.

See No: 27.

No. 29.

Mr. Commissioner Delaney to The Under Secretary for Lands.

Sir,

Tamworth, 19 February, 1877.

I have the honor to enclose herewith* papers and my report in the case of Francis Cameron. I would not have sent them in, but I see by the papers Mr. Hanley Bennett had a notice before the Legislative Assembly for their production. The rest of cases in which I have to hold Courts of Inquiry will be sent in to the Department as soon as possible after my return from holding Courts of Inquiry, which will be the beginning of March.

* See previous papers.

I have, &c.,

JOHN DELANEY,
Commissioner.

[Enclosure.]

Report of Commissioner.

Sir,

Tamworth, 19 December, 1876.

I have the honor to transmit herewith, for the consideration of the honorable the Minister for Lands, Minutes of Evidence taken at an inquiry under the "Lands Act Amendment Act, 1875," held by me in pursuance of the reference notified in the Gazette of the 14th November, 1876, in the matter of the above described conditional purchase.

* Date of notice
11 Nov., 1876.
See No. 27.

The claimant, having been duly served with the notice of the time and place of holding the inquiry, was present thereat.

The following facts, bearing upon the fulfilment by the selector of the conditions of his purchase, were elicited in evidence, viz. :—

Francis Cameron, the selector in this case, states :—On the 4th of March, 1875, he selected at Tamworth 100 acres of land, county of Inglic, parish of Attunga; about 12 months ago he received a notice from the Lands Department that the selection was forfeited on account of the improvements on the land at the time of selection, and a voucher for the refund of the money paid by him; there were improvements on the land when he selected; it consisted of a fence, which he was paid for putting up, for which he was paid £68 10s. per mile, and other improvements; Mr. Dewhurst, District Surveyor, employed him.

Arthur Dewhurst, District Surveyor, Tamworth, states :—The land selected by Francis Cameron, 4th March, 1875, is 96 acres 1 rood, although described by Cameron as 100 acres; the improvements he values at £100; he employed Cameron to make the improvements for Mrs. Mary Anne Burdekin; they were all on the land when selected by Francis Cameron.

I have therefore to report that I find such conditions not to have been fulfilled, and to recommend that this conditional purchase be forfeited.

I have, &c.,

JOHN DELANEY.

In this case it is clear, from Francis Cameron's own statement, that the improvements on the land at the time he selected would debar him from selecting.—JOHN DELANEY, Commissioner.

[Enclosure A to No. 29.]

Commissioner's Court of Inquiry under "Lands Acts Amendment Act of 1875."

New South Wales, }
Tamworth, to wit. }

Francis Cameron, being duly sworn, on his oath saith :—I am a farmer residing at Moore Creek; on the 4th March, 1875, I selected at Tamworth 100 acres of land, situated in the county of Inglic, parish of Attunga; about twelve months ago I received a notice from the Lands Department that the land was forfeited on account of improvements on the land at the time of selection, and a voucher for the refund of the money paid by me for the land; there were improvements on the land when I selected it; it consisted of a two-rail split fence and split posts with two wires; I put up the fence; I got £68 10s. per mile for splitting and putting up the fence; Mr. Dewhurst, District Surveyor, employed me; he found the wire; I got besides £2 per mile for clearing the line; before I selected there was an extra hole bored in the posts of the fence for another wire; there is a pair of gates on the land.

FRANCIS CAMERON.

Taken and sworn before me, at Tamworth, }
this 19th day of December, 1876,— }

JOHN DELANEY, J.P., Commissioner.

[Enclosure B to No. 29.]

New South Wales, }
Tamworth, to wit. }

Arthur Dewhurst, being duly sworn, on his oath saith :—I am District Surveyor, residing in Tamworth; I know a conditional purchase made by Francis Cameron, at Tamworth, on the 4th day of March, 1875; the area is 96 acres 1 rood; when the land was selected by Cameron it was improved; it was described by Francis Cameron as 100 acres of unimproved land; the improvements consisting of fencing, clearing lines for the fence, and a double gate; it was erected by Cameron, and paid for by me for Mrs. Mary Anne Burdekin, and Mr. Burdekin has since repaid me; I paid Francis Cameron at the rate of £68 10s. per mile; the whole I paid him for fencing £77 1s. 3d., for clearing the line I paid him £2 10s., for boring extra holes in the post I paid about £3 10s.; the cost of the wire delivered on the ground was £18; the cost of the gates and erection was £3; all these improvements were on the land when Francis Cameron selected it; I reported on the value of the improvements on the land selected by Cameron, and my valuation was £100, I believe.

A. DEWHURST.

Taken at Tamworth, and sworn before me, }
this 19th day of December, 1876,— }

JOHN DELANEY, J.P., Commissioner.

Minutes to No. 29.

THE late Minister directed that the question of the value of the improvements on the land herein questioned should be referred to Mr. Commissioner Delaney as Crown appraiser. This instruction has been disregarded, and the case referred in the ordinary way for inquiry as if relating to the conditions.

The proceedings have therefore been irregular, but the evidence given is ample to show that the selection of Francis Cameron was properly declared void, as being for improved land; and the evidence of the selector himself shows that his previous statutory declaration, to the effect that the land was totally unimproved, was a false one.

Submitted that the cancellation of the selection should stand, and that the case should be brought to the notice of the Attorney General, that he may consider whether any steps should be taken with reference to the false declaration.—A.O.M., 2/5/77.

Approved.—R.D., 4/5/77.

No. 30.

No. 30.

The Commissioner of Conditional Purchases to H. Bennett, Esq., M.P.

Sir,

Department of Lands, 17 May, 1877.

Referring to your letter of the 9th August last, and your previous correspondence respecting the conditional purchase noted in the margin, I am directed to inform you that under the report of Mr. Commissioner Delaney, to whom this matter was referred for inquiry, the Minister for Lands has directed that the cancellation of the selection must stand.

I have, &c.,

A. O. MORIARTY,
Commissioner.

No. 25.
Tamworth,
C.P., 75/238,
100 acres,
4 March, 1875,
F. Cameron.

No. 31.

The Commissioner of Conditional Purchases to The Crown Solicitor.

Sir,

Department of Lands, Sydney, 17 May, 1877.

I am directed by the Minister for Lands to forward you the accompanying papers respecting the conditional purchase noted in the margin, and to request that you will be good enough to bring this case under the notice of the Attorney General, that he may consider whether any steps should be taken with reference to the voluntary declaration made by F. Cameron on the 21st April, 1876, which he contradicted in his sworn evidence given at the inquiry held at Tamworth, on the 19th December last, by Mr. Commissioner Delaney, respecting his conditional purchase. The declaration and evidence are enclosed.

I have, &c.,

A. O. MORIARTY,
Commissioner.

Tamworth, C.P.,
75/238, 100 acres,
4th March, 1875,
F. Cameron.

To be returned
See previous
correspondence.
See No. 22.

No. 32.

H. Bennett, Esq., M.P., to The Secretary for Lands.

Sir,

Assembly, 17 May, 1877.

In reply to yours of this day's date with reference to your decision in the case of Francis Cameron, that by a report from Mr. Commissioner Delaney that the conditional purchase in question must be cancelled,—

So far as the claim of Francis Cameron is concerned, I am not disposed to question at this time, but I am determined to oppose any action being taken, in order that the said conditional purchase of 100 acres, being handed over to either the late or present lessee of Attunga Run or to the District Surveyor, Dewhurst, in virtue of any claim either of the persons referred to may set up—until I have an opportunity of placing the case in a proper light before the House—so soon as the papers in the case are laid on the table, which were ordered some three months back—from the fact that I am prepared to prove upon oath that I visited the conditional purchase, and unhesitatingly say that there was not to the value of one pound's worth of improvements on the conditional purchase, of any description whatever, at that time, neither had there ever been any made by Mr. District-Surveyor Dewhurst, who now lays claim to the said land, contrary to the provisions of the Lands Acts of both 1861 and 1875, he being a Government official, and has other conditional purchases adjoining, which it is well known were taken by a dummy named Blur or Blair and afterwards transferred to another employé, who was in the capacity of an overseer for Mr. Dewhurst when he was lessee of the Curindi Run, Manilla, until he sold out to Macaush. All the facts stated by me can be proved by the papers.

I have, &c.,

HANLEY BENNETT.

Referred to Mr. Moriarty.—R.D., 18/5/77.

These papers are, I think, required to be copied for Assembly. (There are two original documents with Attorney General.)—A.O.M., 23/5/77.

No. 33.

The Crown Solicitor to The Commissioner of Conditional Purchases.

Sir,

Crown Solicitor's Office, Sydney, 29 May, 1877.

I have the honor to return the papers forwarded to me relating to the declaration of F. Cameron, with reference to a conditional purchase of 100 acres, at Tamworth, made by him on 4th March, 1875, and to state that I have submitted same to Mr. Attorney General Windeyer, who, before he can advise on the matter, is desirous that he should be furnished with such further information as is mentioned in the copy of his memo., which will be found on the other side.

I have, &c.,

JOHN WILLIAMS,
Crown Solicitor.

See former
papers.

MEMO—Before advising on this matter, I should be glad if Mr. Moriarty would state whether this was a voluntary declaration made by Cameron, or one made under any regulation in the Lands Department? In the event of its being made under some regulation, I should be glad if he would refer me to the same.

Minute on No. 33.

The declaration was not made under any regulation, but, as stated in my letter of the 17th May, a voluntary one, and forwarded by Mr. Hanley Bennett, in support of the claim of Cameron, to certain land conditionally purchased by him, and represented to be unimproved.—A.O.M.

13

No. 34.

The Commissioner of Conditional Purchases to The Crown Solicitor.

Sir, Department of Lands, Conditional Sales Branch, Sydney, 14 July, 1877.

In reply to the inquiry made by you in your letter of the 29th May last, as to the declaration made by F. Cameron, respecting his conditional purchase noted in the margin, I am directed to state, for the information of the Attorney General, that the declaration in question was not made under any regulation, but as stated in my letter of 17th May, a voluntary one, and forwarded by Mr. Hanley Bennett, M.P., in support of the claim of Cameron, to certain land conditionally purchased by him, and represented to be unimproved.

I have, &c.,

A. O. MORIARTY,
Commissioner.

No. 33.
Tamworth,
C.P. 75/238, 100
acres, 4 March,
1875, F. Cameron.
To be returned.

No. 35.

The Crown Solicitor to The Under Secretary for Lands.

Sir, Crown Solicitor's Office, Sydney, 18 July, 1877.

I have the honor to return herewith the papers relating to the declaration of Mr. F. Cameron with reference to a conditional purchase of 100 acres at Tamworth, on 4th March, 1875, and to state that I have submitted same to the Attorney General, who has written a memo. thereon in the following words: "I wish to be informed whether Cameron made any allegation, in writing or otherwise, respecting the absence of improvements on the land, the truth of which allegation he had been required to confirm in any way?"

I have, &c.,

JOHN WILLIAMS,
Crown Solicitor.

Commissioner of Conditional Sales, 20/7/77.

Minute on No. 35.

There was no statement actually made by Cameron, except through Mr. Hanley Bennett, and he had not been required to confirm the statements made in this way on his account. The case is comprised in the documents submitted, viz., that Mr. Hanley Bennett, on behalf of Cameron, alleged in the latter's interest as an applicant that the land was not improved, forwarding a statutory declaration voluntarily made by Cameron in support of this statement, and which statutory declaration he subsequently directly contradicted on his oath.—A.O.M., B.C., 23/7/77.

No. 36.

The Crown Solicitor to The Under Secretary for Lands.

Sir, Crown Solicitor's Office, Sydney, 2 August, 1877.

I have the honor to return herewith the papers forwarded to me relating to the declaration of F. Cameron with reference to a conditional purchase of 100 acres at Tamworth on 4th March, 1875, and to state that I have submitted same to Mr. Attorney General, a copy of whose advising thereon will be found on the other side.

I have, &c.,

JOHN WILLIAMS,
Crown Solicitor.

For letter to Inspector General, transmitting documents, and calling attention to Attorney General's advising.—A.O.M., 7/8/77.

See previous
papers.

Copy Opinion.

Let an information for making a false declaration be laid against Cameron by the Police at Tamworth, and Mr. Bedwell may be employed to conduct the case.—W.C.W., A.G., 1/8/77.

No. 37.

The Commissioner of Conditional Purchases to The Inspector General of Police.

Sir, Department of Lands, Conditional Sales Branch, Sydney, 7 August, 1877.

I am directed to forward you the accompanying papers respecting the conditional purchase noted in the margin, and to call your attention to the Attorney General's advising thereon.

I have, &c.,

A. O. MORIARTY,
Commissioner.

Tamworth,
C.P. 75/238, 100
acres, 4 March,
1875, F. Cameron
Papers to be
returned

Forwarded to Superintendent Garland for his attention.—EDMUND FOSBERY, I.G.P., 7/8/77.

Submitted to Mr. Bedwell for his perusal and guidance, who will perhaps be good enough to return the papers to this office when the case is disposed of. The Police will render every assistance in their power.—J. W. GARLAND, Superintendent, N.W. District.

No. 38.

Mr. C. Bedwell to Superintendent Garland.

Sir, Tamworth, 5 September, 1877.

I have the honor to inform you, that the defendant in the case named in the margin has been committed for trial at the Circuit Court, to be holden at Tamworth on the 2nd day of October next. I therefore return you the papers forwarded to me herein, with the exception of the defendant's declaration before W. H. Wood, Esq., J.P., and his deposition before John Delaney, Esq., Commissioner for Conditional Purchases, which documents are exhibits, and annexed to the Depositions herein, a copy of which I send herewith.

Regina v. Francis
Cameron.

See enclosure A
to No. 29 and
see No. 22.

I beg most respectfully to state, that in my opinion the defendant should not be tried at the Circuit Court, Tamworth, aforesaid, for the following reasons, viz.:—That the fact of the defendant being tried for making a false declaration respecting land conditionally purchased by him from the Crown in a district where free selection so largely obtains, may materially affect the due and impartial administration of justice, it being most probable that the persons, or the majority of them summoned to serve as jurors at the said Court, will be holders of conditional purchases of Crown lands, and whose claims have been or may be reported upon by two of the material witnesses in this case, holding responsible appointments in the Civil Service.

That I have been creditably informed that in accordance with a report of one of the witnesses in this case, that improvements to the full amount required by law had been made upon this land, a Crown grant was issued, and that the land is now freehold.

That the person who acted as the agent for the defendant in making application to conditionally purchase this land is a witness in this case, and states in his deposition that he advised the defendant to make the declaration that the land was unimproved notwithstanding the aforesaid report, and that his present position in the district is calculated to prejudice this case and cause a miscarriage of justice and thereby jeopardise the reports of Government officers in respect to improvements on Crown lands and conditional purchases in the said district.

I therefore most respectfully suggest that the trial of this case be removed from Tamworth aforesaid to some circuit or other Court, where the above objections do not exist.

I have, &c.,
CHAS. W. BEDWELL.

Minutes on above.

In returning these papers to the Inspector General I have to report that I entirely concur with Mr. Bedwell's suggestions as to the trial taking place at some other Court than Tamworth—J. W. GARLAND, Superintendent of North-west District, 12/9/77. The Inspector General of Police, Sydney.

This being an important case, and the Attorney General's instructions not having been conveyed to me through the ordinary channel, I think it proper to submit the papers to the Colonial Secretary for his information, before transmission to the proper officer.—EDMUND FOSBERY, I.G.P. B.C., Principal Under Secretary, 14 Sept., /77. May be forwarded to the Minister for Lands. The Under Secretary for Lands, B.C., 15/9/77.—H.H. Seen by the Minister for Lands, and now returned to the Principal Under Secretary, B.C., 22 Sept., /77.—W.W.S. See Mr. Bedwell's letter herewith. The Crown Solicitor, B.C., 27/9/77.—H.H.

[Enclosure.]

DEPOSITIONS.

Police v. Francis Cameron, for making false declaration.

THIS deponent, *Arthur Dewhurst*, on his oath saith as follows:—I am District Surveyor residing in Tamworth; I know the defendant Cameron; I know a portion of land at Moore Creek defendant selected on 4th March, 1875; it is, I think, a portion containing 96 acres 2 roods; it is lying north and east of Thomas Taylor's conditional purchase, or at the back of Thomas Taylor's conditional purchase; it is on Attunga Run and in the parish of Attunga; I was on the land selected by defendant frequently before the 4th March, 1875; I measured the land selected by defendant from the selection; the defendant was present with me on the land several times before the date of selection; he was in my employment; he was at work for me prior to the date of selection, fencing the 96 acres 2 roods referred to, and clearing the lines; I could not say how long he was fencing; it was some months; the boundaries of the 96 acres 2 roods were pointed out to the defendant by me; the land selected by the defendant is within the boundaries pointed out to him by me; the description given by the defendant was identical with the land I have described and could not refer to any other portion; the defendant took up the land under the 13th clause of the Land Act, and as unimproved Crown land; I paid defendant at the rate of £68 10s. a mile for erecting the fence, and £2 10s. for clearing the line; I paid £18 for wire, £3 for gates, £2 10s. for extra boring of posts; all the improvements described by me were on the land prior to the date of selection; defendant was paid for the work prior to the date of selection; I have had conversation with defendant after the date of selection; I went to him to ask him to give up possession; this was about three months or perhaps four months after he selected; on that occasion he said he was sorry he took it, and that he knew he had done a dishonest action in taking it as he had been paid for improving it; I don't recollect anything more that was said about the land; I reported on the value of the improvements on the land and I estimated the value of the improvements at £100; I am aware that Licensed-Surveyor Elliott reported on the value of the improvements; his report passed through my hands, and that he reported the land selected by defendant as fully improved; I believe the signature to the document shown to me is that of the defendant; I have seen the defendant write; I believe the signature to the document produced is that of Dr. Wood; I believe Dr. Wood was a Magistrate; if the defendant has declared that there were no improvements on the land purchased by him at Tamworth, on 4th March, 1875, as reported by Mr. Licensed-Surveyor Elliott, it is untrue; I was present at a Court of Inquiry, held by Mr. Delaney on the 1st December, 1876; defendant was at the Court; I was at the Court of Inquiry in reference to this very land.

By the Bench: Defendant was not aware in whose interest the fence was put up; I don't think he was; I employed him and paid him; I believe all the improvements described by me were made prior to date of selection—more than a month before the date of selection; it was £2 10s. a mile I paid defendant for clearing the line, and not £2 a mile.

By defendant: To the best of my knowledge all the improvements described by me were made prior to selection; you did the fencing and clearing.

A. DEWHURST.

THIS deponent, *John Delaney*, on his oath saith as follows:—I am Commissioner for conditional purchases for the District of Liverpool Plains, residing in Tamworth; I held a Court of Inquiry last year but I can't recollect the date; on referring to the proceedings I find it was on the 19th December, 1876—a case referring to a selection made by Francis Cameron, near Attunga, was before the Court; the defendant appeared

See No. 22.

19 December.

See enclosure A to No. 29.

appeared before me in that case to give evidence ; the defendant signed the deposition now shown to me on that day ; defendant made the deposition before me ; he was duly sworn ; the jurat was signed by me ; the deposition was taken before me and read over to defendant before he signed it ; I believe the nature of the inquiry was as to the improvements on the land ; the declaration made by Francis Cameron, dated 21st April, 1876, before W. H. Wood, J.P., was before me when I held the Court of Inquiry on the 19th December, 1876.

JOHN DELANEY.

This deponent, *Hanley Bennett*, on his oath saith as follows :—I reside in Tamworth, and am Member for Liverpool Plains ; I know the defendant in this case ; I know that he selected a portion of land on the 4th March, 1875 ; I filled up the application for him ; I don't know defendant's signature ; I don't know it is his signature that is on the paper shown to me ; the document was written by me, but I did not see him sign it ; I either gave it to him or sent it to him ; I don't remember the 21st of April, 1876, particularly ; I don't remember seeing the paper after I sent it to him ; I forwarded a letter to the Minister for Lands and it appears after reading the letter the declaration accompanied the letter but I don't remember getting the declaration from the defendant or sending it to the Minister for Lands ; I don't remember any conversation with the defendant on the 21st of April, 1876, respecting the land ; I went on the land with the defendant in, I think, April 1877, and within the four corners of the land there was not a pound's worth of improvements, except a kind of a house erected by the defendant himself and some trees cut down to prevent them falling on the fence ; the fence I saw was the boundary-line between reserve No. 16 and the land selected by Cameron ; there is a line of fence between the land selected by Cameron and Blair's selection, and that fence forms part of the improvements on Blair's selection ; there is a third line of fence along a road separating the land from the road ; I saw no improvements whatever on the land ; Cameron told me he put the whole of the fences up for Mr. Dewhurst and that Mr. Dewhurst paid him ; the land was not enclosed by a fence ; I do not know how long the fence had been up ; when I made the application for the land there was nothing mentioned as to fences on the land, and the defendant said at the time there were no improvements on the land ; I believe I received a refund notice from the Government, as agent for Cameron, stating the selection was declared void in consequence of improvements made by Mr. Sydney Burdekin, and in consequence of that notice the declaration was made and forwarded by me as defendant's agent—the declaration now produced and shown to me.

By the Bench :—In making the declaration the defendant acted under my advice ; I advised him not to consider the fences as improvements ; I advised him to treat fences as no improvements ; I say now that in April 1877, there were no improvements whatever on the land within the four corners of the land ; I don't consider the fences any improvements to bar Cameron's selection.

Taken and sworn before me, this 18th }
August, 1877, at Tamworth. }

HANLEY BENNETT.

Case postponed until the 22nd August, 1877. Defendant allowed bail in his own recognizance of £20.

This deponent, *William Henry Wood*, on his oath saith as follows :—I am a Magistrate of the Colony of New South Wales ; in April, 1876, I was a Magistrate of the Colony of New South Wales, and I am still a Magistrate ; I know the defendant Cameron by sight, but I don't recollect his making the declaration produced before me ; I only know the declaration was made by seeing my signature to it, but I would not declare the defendant is the person who made it ; I have no recollection of the particular declaration.

Taken and declared, 5th September, 1877.

W. H. WOOD.

This deponent, *Hanley Bennett*, on his oath saith as follows :—I have heard my former evidence^{Exhibit B. See enclosure A to No. 29.} road and it is correct ; the paper now shown to me marked B is the paper referred to in my former evidence as the declaration.

HANLEY BENNETT.

No. 39.

The Crown Solicitor to The Principal Under Secretary.

Sir,

Crown Solicitor's Office, 28 September, 1877.

I have the honor to return herewith Mr. Bedwell's letter of date 5 Sept., 1877, to the Superintendent of Police, North-western District, Tamworth, respecting the prosecution of Francis Cameron for making a false declaration, and the other papers forwarded therewith, and to state that I cannot find out for what purpose these papers have been sent to me. See No. 33.

I may mention that I find upon inquiry that the Attorney General on the 17th instant declined to place Cameron upon his trial in respect of the offence for which it is mentioned in Mr. Bedwell's letter that Cameron has been committed for trial at the Circuit Court, to be holden at Tamworth on 2nd October next.

I have, &c.,

JOHN WILLIAMS,

Crown Solicitor.

The Under Secretary for Lands, B.C., 28/9/77.—H.H.
further action appears to be necessary.—C. N., 28/3/78.

Mr. Blackman, 1 Oct., /77. No

[Plans.]

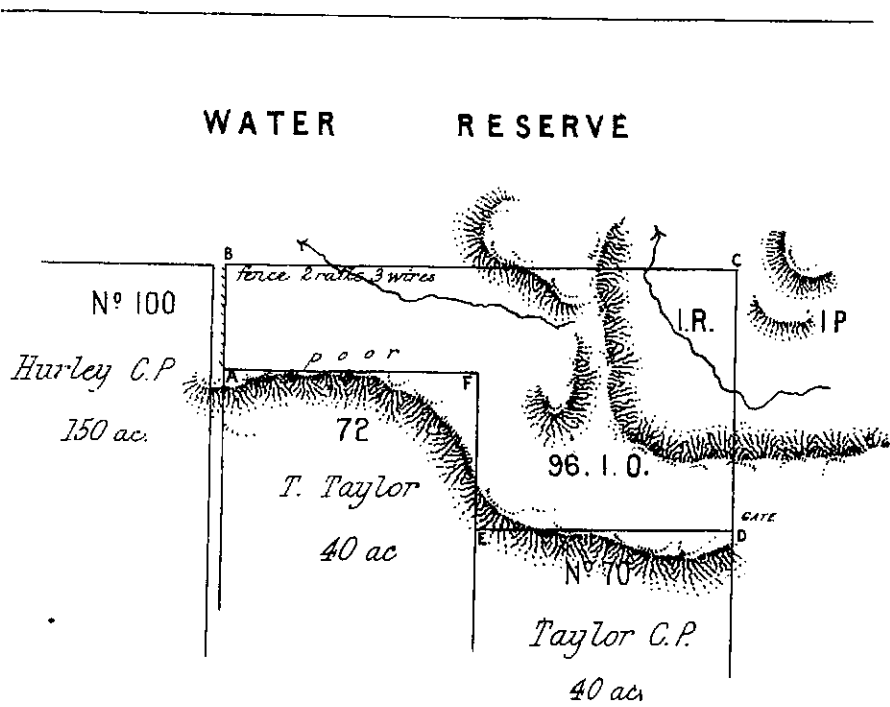
TRACING

Showing portion 50 in the

Parish of Attunga, County of Inglis,

Applied for by Francis Cameron, under the 13th Clause of the C.L.A. Act of 1867.

Scale, 20 Chains to an Inch



References to Corners.

Corner	Bearing	From	Links	N° on Tree
A	353°	BOX	75	72-59
B	S. 26° W	"	48	59
C	S. 43° W	"	15	59
D	328° 40'	"	16	59-70
E	146° 30'	"	23	72-69
F	280	"	32	72-59

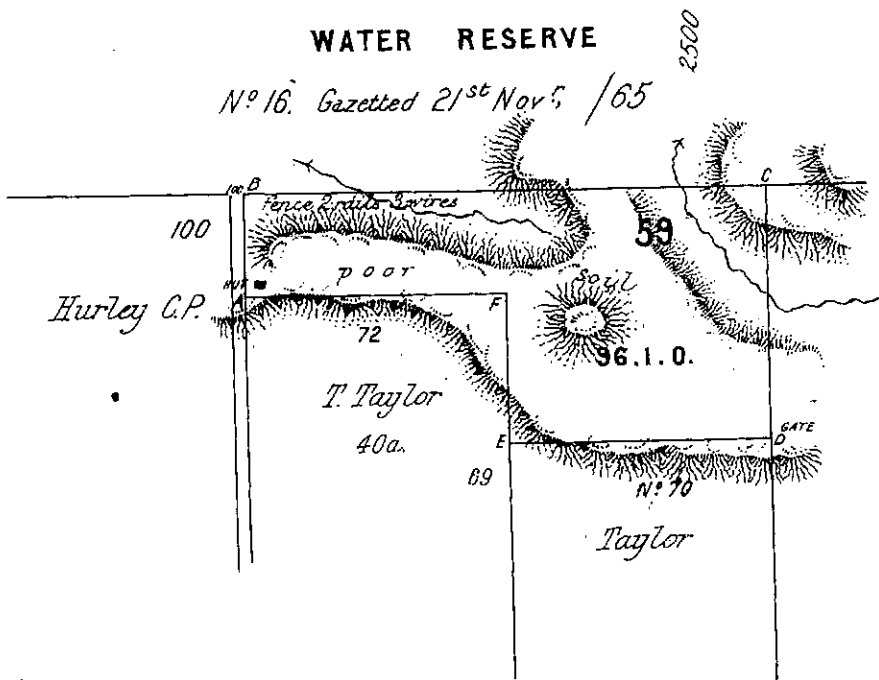
Date of Survey, August, 2nd, 1873.

Value of Improvements, £100.

A. Dewhurst, Surveyor.

Enclosure to N^o 4.

*Francis Cameron's Conditional Purchase
at Tamworth.*



*To accompany my letter of 19th July.
Arnold Elliott.*

(Sig. 419)

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

WILLIAM RYMAN'S CONDITIONAL PURCHASE.

(APPLICATIONS, LETTERS, DOCUMENTS, AND PAPERS.)

Ordered by the Legislative Assembly to be printed, 15 May, 1878.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, on 15th March, 1878, That there be laid on the Table of this House,—

“Copies of all Applications, Letters, Documents, and other Papers with reference to, and connected with, the Conditional Purchase of Crown land, made at Murrurundi, by William Ryman, on the 31st August, 1876.”

(Mr. Bennett.)

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WILLIAM RYMAN'S CONDITIONAL PURCHASE.

No. 1.

Application by Mr. W. Martyn to The Land Agent, Murrurundi.

District of Murrurundi. (Alienation Act, section 13.)

Application by William Martyn for the conditional purchase without competition of 180 acres unimproved Crown land, under section 13 of the "Crown Lands Alienation Act of 1861."

RECEIVED by me, with a deposit of £45, this 11th day of February, 1875, at 10 o'clock.

G. G. BRODIE,

Agent for the Sale of Crown Lands at Murrurundi.

Sir,

11 February, 1875.

I am desirous of purchasing without competition, under the 13th section of the "Crown Lands Alienation Act of 1861," the portion of unimproved Crown land hereunder described, containing 180 acres; and I herewith tender the sum of £45, being a deposit at the rate of 5s. per acre on the area for which I apply, and on which it is my intention to reside.

I am, &c.,

To the Agent for the

WILLIAM MARTYN,

Sale of Crown Lands at Murrurundi.

Per ANDREW LODER.

DESCRIPTION.

County of Buckland, parish of Warrah, 180 acres, adjoining the west side of A. Loder's freehold of 320 acres, being No. 4 on Borambil Creek, and to the south of A. Loder's 318 acres, being No. 5 on same creek.

Minute on No. 1.

Mr. Licensed-Surveyor Wyndham to measure, if unobjectionable.—G.R.P. (for Surveyor General), B.C., 28 April, 1875.

No. 2.

Application by Mr. W. Martyn to The Land Agent, Murrurundi.

(Alienation Act, section 21.)

Application by William Martyn for the conditional purchase without competition of 40 acres unimproved Crown land, under section 21 of the "Crown Lands Alienation Act of 1861."

RECEIVED by me, with a deposit of £10, this 18th day of March, 1875, at 10 o'clock.

G. G. BRODIE,

Agent for the Sale of Crown Lands at Murrurundi.

Number of Applications made under 22nd clause.	Land Agent's number.	Dates of previous Conditional Purchases.	Area of each Conditional Purchase.
Freehold (if any) contains per deed.			
C.P.		Month, Year.	
1	75/102	11 Feb., /75	180
2	153	18 March, /75	40
Total area applied for, including freehold (if any) and last conditional purchase			220 acres.

Sir,

18 March, 1875.

I am desirous of purchasing without competition, under the 21st section of the "Crown Lands Alienation Act of 1861," the portion of unimproved Crown land hereunder described, containing 40 acres, which adjoins my conditional purchase of 180 acres, made on the 11th February, 1875; and I herewith tender the sum of £10, being a deposit at the rate of 5s. per acre on the area for which I apply.

I am, &c.,

For W. MARTYN,

ANDREW LODER,

Agent, Murrurundi.

To the Agent for the

Sale of Crown Lands at Murrurundi.

DESCRIPTION.

County of Buckland, parish of Warrah, 40 acres, being to the west of his original 180 acres, and south of Meer's conditional purchase of 320 acres.

Minutes on No. 2.

Mr. Licensed-Surveyor Wyndham,—If first conditional purchase is satisfactory, to measure, if unobjectionable.—T.F.C. (for Sur. Genl.), B.C., 11 August, /75.

No. 3.

Application by Mr. W. Martyn to The Land Agent, Murrurundi.

(Alienation Act, section No. 21.)

Application by William Martyn for the conditional purchase without competition of 100 acres unimproved Crown land, under section 21 of the "Crown Lands Alienation Act of 1861."

RECEIVED by me, with a deposit of £25, this 18th day of March, 1875, at 10 o'clock.

G. G. BRODIE,

Agent for the Sale of Crown Lands at Murrurundi.

Sir,

Number of Applications made under 22nd clause.	Land Agent's number.	Dates of previous Conditional Purchases.	Area of each Conditional Purchase.
Freehold (if any) contains per deed.			
C.P.		Month. Year.	
1	75/102	11 Feb., 1875	180
2	75/158	18 Mar., "	40
3	75/159	" "	100
Total area applied for, including freehold (if any) and last conditional purchase			320 acres.

Sir,

18 March, 1875.

I am desirous of purchasing without competition, under the 21st section of the "Crown Lands Alienation Act of 1861," the portion of unimproved Crown land hereunder described, containing 100 acres, which adjoins my conditional purchase of 40 acres, made on the 18th March, 1875; and I herewith tender the sum of £25, being a deposit at the rate of 5s. per acre on the area for which I apply.

I am, &c.,
For W. MARTYN,
ANDREW LODER,
Agent, Murrurundi.

To the Agent for the
Sale of Crown Lands, Murrurundi.

DESCRIPTION.

County of Buckland, parish of Warrah, 100 acres, being to the south of his original conditional purchase of 180 acres, and to the south of his additional conditional purchase of 40 acres, taken this day.

Minutes on No. 3.

Mr. Licensed-Surveyor Wyndham,—If first conditional purchase is satisfactory, to measure, if unobjectionable.—T.F.C. (for Sur. Genl.), B.C., 11 Aug., /75.

No. 4.

Mr. Licensed-Surveyor Wyndham to The Surveyor General.

Sir,

Murrurundi, January 12, 1876.

I have the honor to transmit to you herewith the plan* of three portions, Nos. 119 to 121, in the parish of Warrah, county of Buckland, applied for as a conditional purchase, under the 18th and 21st sections of the Crown Lands Alienation Act, by William Martyn, which I have surveyed in accordance with your instructions of 5th May and 21st August.

When I measured the land the applicant was residing thereon, but I do not think he resides there usually.

His improvements consisted of a hut, value £20, and ring-barking, £16.

I was unable to find two of the corners of Mr. Darby's surveys adjoining, but have determined the positions as nearly as practicable by intersection of lines, though in so doing I cannot make the lengths quite the same as given by Mr. Darby. This is probably owing to the old measurements having been made by circumferentor.

The date of survey was 5 November, 1875.

I have, &c.,
EDWD. S. WYNDHAM.

Minutes on No. 4.

Applicant to prove residence.

Circulars to applicant and Land Agent.—18 October, 1876.

Thos. Argent, Inspector of Conditional Purchases, for report.—25 November, 1876.

*Appen lix A.
See Nos. 12 & 13.

No. 5.

Application by Mr. W. Ryman to The Land Agent, Murrurundi.

(Alienation Act, sections 13, 14, and 19.)

Application by William Ryman for the Conditional Purchase without competition of 100 acres unimproved Crown land.

RECEIVED by me, with a deposit of £25, this 31st day of August, 1876, at 11 o'clock.

G. G. BRODIE,
Agent for the Sale of Crown Lands at Murrurundi.

Sir,

31 August, 1876.

I am desirous of purchasing, without competition, under the "Crown Lands Alienation Act of 1861," the portion of unimproved Crown land hereunder described, containing 100 acres; and I herewith tender the sum of £25, being a deposit at the rate of 5s. per acre on the area for which I apply.

To the Agent for the
Sale of Crown Lands at Murrurundi.

I have, &c.,
WILLIAM RYMAN,
Quirindi.

DESCRIPTION.

County of Buckland, parish of Warrah, 100 acres, adjoining the western boundary of portion No. 5, part of the northern boundary of portion No. 115, the eastern boundary of portion No. 121, and part of the southern boundary of portion No. 4.

Minutes on No. 5.

Mr. A. Loder states that there are £200 worth of improvements upon the above conditional purchase. This fact should be ascertained at once to prevent further complication arising. Licensed-Surveyor Wyndham could, Mr. Loder says, report at once.—T.G., 7/9/76.

Mr. Landers,—Send telegram to Mr. Licensed-Surveyor Wyndham to report at once on Mr. A. Loder's improvements on a recent conditional purchase, parish of Warrah, of 100 acres, by Wm. Ryman, said to be of the value of £200.—R.D.F., 8 Sept., /76.

No. 6.

5

No. 6.

Telegram from Deputy Surveyor General to Mr. Licensed-Surveyor Wyndham.

Sydney, 8 September, 1876.

REPORT at once on Mr. A. Loder's improvements on a recent conditional purchase, parish of Warrah, of 100 acres, by W. Ryman, said to be of the value of £200.

No. 7.

Mr. Licensed-Surveyor Wyndham to The Surveyor General.

Sir,

Murrurundi, 22 September, 1876.

Referring to your telegram, dated September 8th, but only received by me on September 19th, See No. 6. directing me to inspect the improvements existing on certain land in the parish of Warrah, county of Buckland, recently selected by W. Ryman,—

I have the honor to report that I have inspected the land in question and find it contains the following improvements:—

Well, 8 feet square 90 feet deep, value	£135
About 15 acres cleared	30
Hut, 21 feet by 12, sawn slabs	30

Total value	£195
--------------------	------

The well and the clearing were made by Mr. A. Loder, the hut was erected by Barber, an adjoining selector, but not included in his conditional purchase. I may add that I saw Ryman on the land and cautioned him against making any improvements.

I have, &c.,

EDWD. S. WYNDHAM.

Report required by the Honorable the Minister for Lands is now submitted.—R. D. FITZGERALD (for the Surveyor General), 26 September, 1876.

The conditional purchase must under this report be declared void, subject to appraisalment if disputed.—W. W. STEPHEN, 26/9/76.

No. 8.

The Under Secretary for Lands to Mr. W. Ryman.

Sir,

Department of Lands, Sydney, 26 September, 1876.

I am directed to inform you that the application made by you at Murrurundi on the 31st August, 1876, for the conditional purchase of 100 acres of land, is void, owing to the land containing No. 5. improvements, the property of A. Loder.

2. Enclosed is a form which, on being filled up in accordance with the instructions thereon, and forwarded to the Treasury, Sydney, will enable you at once to obtain the refund of your deposit.

I have, &c.,

WM. BLACKMAN,
(Pro Under Secretary.)

[Enclosure to No. 8.]

(Series C.—Special Payments Form No. 2.)

NEW SOUTH WALES.

Revenue refunded.

Department of Lands, Conditional Purchase Branch, Dr. to William Ryman,—

26 September, 1876.

	Amount to be refunded.
For the following refund, viz. :—	£ s. d.
Land Office at Murrurundi; date of selection, 31st day of August, 1876; deposit paid on 100 acres; selection void; contains valuable improvements; deposit to be refunded on 100 acres	10 0 0

I certify that the amount charged in this voucher as to computation, casting, and rate is correct, and that the refund is duly authorized in terms of the Audit Act.

W. W. STEPHEN,
Under Secretary for Lands.

No. 9.

The Under Secretary for Lands to The Land Agent, Murrurundi.

Sir,

Department of Lands, Sydney, 26 September, 1876.

I am directed to inform you, that the application of William Ryman of the 31st August, 1876, for the conditional purchase of 100 acres of land, has been cancelled owing to the land being improved.

2. A form for refund of deposit has been forwarded for the signature of the applicant, the nature of which you will be so good as to explain to him, if required.

I have, &c.,

W. BLACKMAN,
(For the Under Secretary.)

No. 10.

No. 10.

The Under Secretary for Lands to The Under Secretary for Finance and Trade.

Sir,

Department of Lands, Sydney, 26 September, 1876.

District—
Murrurundi.
Name—William
Ryman.
Date of selection—31 August,
1876.
Area—100 acres.
Deposit—£25.

I am directed to inform you that the conditional purchase noted in the margin being void, you will be good enough to refund to the selector the sum of £25, being the deposit money paid thereon.

2. I am to add, that a receipt form for the disposal of the money has been forwarded to the applicant with instructions to fill up same and transmit it to the Treasury.

I have, &c.,

W. BLACKMAN,
(Pro Under Secretary.)

No. 11.

The Under Secretary for Lands to Mr. A. Loder.

Sir,

Department of Lands, Sydney, 26 September, 1876.

I am directed to inform you, that the application of William Ryman, of the 31st August, 1876, for the conditional purchase of 100 acres of land has been cancelled, as the same contained improvements (your property) at date of selection of sufficient value to bar conditional purchase.

2. A form for refund of deposit has been forwarded for the signature of the applicant.

I have, &c.,

W. BLACKMAN,
(For the Under Secretary.)

No. 12.

The Under Secretary for Lands to The Land Agent, Murrurundi.

Sir,

Department of Lands, Sydney, 18 October, 1876.

See No. being
similar.

The conditional purchase specified in the accompanying schedule having been reported non-resident, I am directed to forward for your information a copy of the circular addressed to William Martyn on the subject.

You will be good enough to note the action taken in this Department in the registers of your office, and should any transfer of the purchase referred to be forwarded to you, or lodged in your hands, after receipt of this communication, you are to take special care to inform the alienee of the position in which he will stand, in terms of the last paragraph of the circular in question, viz. :—"That the land will be dealt with at his risk, and that should the condition of residence not have been fulfilled by the alienor, he (the alienee) will not be recognized as having any claim on the land, or any additional purchases made in virtue thereof."

I am to add that when the proposed further inquiry has been concluded you will be duly apprised of any decision which the Minister for Lands may give in the matter.

I have, &c.,

W. BLACKMAN,
(Pro Under Secretary.)

SCHEDULE REFERRED TO.

Alien. No.	Land Agent's No.	Selector's Name.	Date of Selection.	Area.
.....	William Martyn	11 February, 1875.	a. r. p. 180 0 0

No. 13.

The Under Secretary for Lands to Mr. W. Martyn.

(Circular.)

Sir,

Department of Lands, Sydney, 18 October, 1876.

It having been reported to this Department by Surveyor Wyndham that at the time of his visit you were not resident on your conditional purchase of 180 acres, made at Murrurundi on the 11th day of February, 1875, I am directed to apprise you that should the surveyor's report be borne out by such further proceedings as the Secretary for Lands may consider it necessary to institute to ascertain whether the land has been from the date of occupation, and within the meaning of the "Crown Lands Alienation Act of 1861," your *bonâ fide* continuous residence, your original application, together with any additional selections made in virtue thereof, will be forthwith referred for inquiry as to your alleged non-residence to the Commissioner, pursuant to the "Lands Act Amendment Act of 1875," and immediately declared forfeited in the Government Gazette should the evidence elicited at such inquiry warrant that course. I am further to apprise you that any notification of transfers made by you of the land in question will be dealt with at the risk of your alienee, and special instructions have been given to the Land Agent to warn him that should the condition of residence not have been fulfilled by you he will not be recognized as having any claim on the land or any additional purchases he may have made in virtue thereof.

I have, &c.,

WM. BLACKMAN,
(For the Under Secretary.)

No. 13a.

H. Bennett, Esq., M.P., to The Secretary for Lands.

Sir,

Tamworth, 25 October, 1876.

From a letter of complaint now lying before me, if true, however unpleasant it may appear, I deem it my duty to submit the same for your consideration, which if true the sooner the principal actors in the matter are brought to book the better.

1st. It appears a person by name of William Ryman selected 100 acres at Murrurundi in September last, and had occasion to impound some cattle belonging to A. Loder, of Colly Creek. Loder rescued the cattle and used the fellow rather roughly, as also threatened to shoot him. Ryman informs me that he applied to G. G. Brodie, J.P., Murrurundi, for a warrant, who refused to grant the same. 31 August.

2nd. On the 27th September last Ryman made application for an additional conditional purchase of 50 acres, but was refused by the Land Agent, who stated at the same time that he would not accept the application as he had been informed by the Government that the 100 acres previously taken up had been cancelled.

3rd. Ryman then asked the Land Agent if he could make a fresh application, who replied, "Yes," but when Ryman presented the fresh application the Land Agent refused to accept the same, stating at the same time that he would not accept any application from him for land adjoining portions 119, 120, 121, and 122, and threw back the application to Ryman, and told him to be off.

4th. It is further stated that the same land that Ryman had taken and the land he subsequently applied for, viz., on the 27th, was the following Thursday allowed by the Land Agent to be taken up by Loder's dummys. I have instructed him to hold on to the land until I receive a reply to this letter. Waiting reply as soon as possible.

Yours, &c.,

HANLEY BENNETT.

No. 14.

H. H. Brown, Esq., to The Secretary for Lands.

Sir,

27 November, 1876.

On behalf of my client, Mr. William Ryman, I beg to call your attention to the following case:—

On the 31st of August, 1876, he selected the land noted in the margin. A few days after he was informed by Mr. Surveyor Wyndham, who came with the overseer of the lessee (Mr. Loder), that the land was sufficiently improved to bar selection, and the overseer threatened him with action for trespass.

On September 25th, Mr. Loder himself came, attended by his overseer and six men, and threatened to shoot him if he did not give up the selection; he then pulled down the slip-rails, and let out the cattle from a temporary stock-yard erected by Ryman, and in which they had been yarded until claimed by their owner, as they were straying about my client's land apparently unclaimed. The overseer caught hold of Ryman's arm, and severely twisted it, saying that he would sew it off if he offered any resistance.

The only improvements on the land at the time of selection was a well, dug some fourteen years back, but never used, on account of there being no permanent spring; so that the only water collected in it was from the surface during the time of rain. The sides had fallen in, and it was not safe to go near. I am informed that Mr. Loder has since had fresh timbers put, and the surrounding land cleared.

My client has received a refund voucher, dated September 26th, but this he declines to accept, and I have instructed him to retain possession of his land until the matter has been inquired into.

I therefore beg that the Inspector of Conditional Purchases may be at once communicated with, and instructed to note particularly the nature and value of improvements at the date of selection, irrespective of those since erected by the lessee.

I have, &c.,

H. H. BROWN,

(For Wm. RYMAN.)

W. Ryman,
Murrurundi,
31 August, 1876,
100 acres,
C.P. 76/168.

See enclosure to
No. 8.

Minutes on No. 14.

Under this protest the question as to the nature and value of the improvements at date of conditional purchase may be referred to the Commissioner for inquiry as soon as possible, and all parties should be so informed. The voiding of the conditional purchase had better be revoked, pending result of the inquiry now directed to be held.—T.G., 28/11/76.

Mr. Cohen,—Has refund been made in this case?—J.R.Y., 1/12/76.

Not yet.—V.C., 1/12/76.

Applicant, agent, and Treasury informed, voiding revoked, pending result of inquiry.—7 Dec., 1876.

Included in Gazette.—6/2/77.

Selector informed by circular.—6/3/77.

Commissioner Bolding, B.C., 6/3/77.

See Nos. 13, 19,
and 20.

See No. 32.

See No. 33.

No. 15.

H. H. Brown, Esq., to The Secretary for Lands.

Sir,

27 November, 1876.

On behalf of my client, Mr. Mark Ryman, I beg to call your attention to the following facts:—

On 28th September, 1876, he applied at Murrurundi Land Office, in company with his brother William, whose case you have already before you, for the land noted in the margin, but Mr. Brodie informed him that the block had not been gazetted forfeited; therefore, was not open to selection.

My client, about an hour after this, applied for 40 acres adjoining western boundary of blocks Nos. 120 and 121, and part of the southern boundary of No. 122; but Mr. Brodie threw the application down (together with William's, presented at the same time), saying, "I won't have you squibbing about like this—I'll take no applications for land adjoining blocks 121, 120, 119, 122, and 115." I am informed that

Mark Ryman,
40 acres, county
of Buckland,
parish of Warrah
portion 122,
being forfeited
conditional
purchase of
W. Chadban.

that this same land has since been taken up by Mr. Loder's (the lessee's) men—particulars as follows. Although this information is supplied me by my client, and in the absence of a map, it is impossible for me to say in which portion it is included:—

Benjamin Barber, Murrurundi, about 200 acres. Conditional purchase 76/180.

Edward Donohoe, additional conditional purchase, 60 acres. Conditional purchase 76/182.

This is an adjoining conditional purchase, transferred from W. Martyn to E. Donohoe, 320 acres, in three portions. Conditional purchase 75/102-158-159.

John Meer, additional conditional purchase, 80 acres, Oct. 5. Conditional purchase, 76/181.

I therefore beg that the matter may be investigated, and the Land Agent called upon to explain the circumstances; as, if Mr. Loder has been allowed to take up the land, my client most undoubtedly has a prior claim.

I have, &c.,

H. H. BROWN,
(For MARK RYMAN.)

I attach the applications, which I beg may be returned me.

No. 16.

H. H. Brown, Esq., to The Secretary for Lands.

Sir,

27 November, 1876.

On behalf of my client, Mr. William Ryman, I beg to call your attention to the following facts:—

On September 28th he applied at Murrurundi Land Office for 50 acres, as an additional conditional purchase to his land noted in the margin, but the agent, Mr. Brodie, informed him that he had received a notice from the head office that this selection was void; he therefore could not accept the application for an addition to it. Ryman asked him if he could re-select; he replied yes, and gave him the necessary form to fill up. This my client got a Land Commission Agent (Mr. Brook) to do, and presented it at the Land Office within an hour. Particulars are noted in the margin.

Mr. Brodie would not then accept the application, but threw it down, saying, "I won't have you squibbing about like this; I'll take no application for land adjoining blocks 121, 120, 119, 122, and 115."

I am informed that the same land has since been taken up by Mr. Loder's men, particulars of whose selections, which are supposed to take it in, are as follows:—

Benjamin Barber, Murrurundi, about 200 acres, C.P. 76/180.

Edward Donohoe, additional C.P., 60 acres, C.P. 76/182.

This is an adjoining C.P.—

Transfer from W. Martyn to E. Donohoe, 320 acres in three portions, October 15/75, C.P. 75/102, 75/158, 75/159.

John Meer, a C.P., 80 acres, October 5/76, C.P. 76/181.

This information is supplied me by my client, but it is impossible in the absence of a map to state in which the land in question is included.

I therefore beg that the matter may be investigated, and the Land Agent called upon to explain the circumstances, as if Mr. Loder has been allowed to take up the land my client has most undoubtedly a prior claim.

I have, &c.,

H. H. BROWN,
(For WM. RYMAN.)

N.B.—I attach the applications, which I beg may be returned to me.

No. 16A.

Memo. by Mr. Rutter.

WITH reference to the rejected conditional purchase application of 28th September, under the 21st section, it will be seen upon reference to the copy of the first conditional purchase that the original was declared void on the 26th preceding, on which date the Land Agent was informed. Consequently it is quite possible for him to have been aware of that action, and hence his rejection of the defendant's conditional purchase. Wm. Ryman's conditional purchase, under 13th clause, said to have been tendered just after that before referred to, is very indefinite. (See Memo. on sketch.)*

Mark Ryman's application of 28th September, for unmeasured land, is shown in sketch, as also that for measured portion 122.

It is impossible to tell which is the twenty-first application, as both are on the file for 13, 14, and 19 sections.

The latter accepted applications of 5th October are shown on the tracing. It is doubtful if conditional purchase 76/182 should be accepted, as the transferee is reported non-resident. May, however, await Conditional Purchase Inspector's report.

F.W.R.,

29 Nov., 1876.

No. 17.

Minute by The Secretary for Lands.

Mr. Brown's letters herewith as to Wm. and M. Ryman's applications being rejected should be referred to Land Agent for report.

As to O'Donoghue's conditional purchase application for part of the 100 acres, applied for by W. Ryman (76/153), as W. Ryman's application was rejected on the ground that the land applied for was improved by Loder, so O'Donoghue's application should be held over until the matter is further investigated.

T.G., 6/12/76.

No. 18.

W. Ryman,
Murrurundi,
August 31/76,
100 acres C.P.,
76/168.

See No. 9.

William Ryman,
40 acres, Sep.
23/76, county
Buckland, parish
Warrab, adjoining
southern
boundary of
portion No. 121.

? 11 February.
13 March, 1875.

*Appendix B.

9

No. 18.

The Under Secretary for Lands to Mr. W. Ryman.

Sir, Department of Lands, Sydney, 7 December, 1876.
 I am directed to inform you that the voiding of your conditional purchase, noted in the margin, has been revoked, and the purchase stands now in your name, as before, pending result of inquiry. 100 acres, Murrurundi, 31 August, 1876.
 I have, &c.,
 WM. BLACKMAN,
 (For the Under Secretary.)

P.S.—You are requested to return the refund voucher, forwarded to you on the 26th September last.

No. 19.

The Under Secretary for Lands to The Land Agent, Murrurundi.

Sir, Department of Lands, Sydney, 7 December, 1876.
 I am directed to inform you that the cancellation, notified to you by my letter of the 26th September last, of William Ryman's conditional purchase of 100 acres, on the 31st August, 1876, has been revoked, pending result of inquiry, and the purchase stands now in his name as before. See No. 9.
 I have, &c.,
 WM. BLACKMAN,
 (For the Under Secretary.)

No. 20.

The Under Secretary for Lands to The Under Secretary for Finance and Trade.

Sir, Department of Lands, Sydney, 7 December, 1876.
 I am directed to state, for your information, and for notation in the Treasury Books, that the cancellation, notified to you on the 26th September last of William Ryman's conditional purchase of 100 acres, made at Murrurundi on 31 August, 1876, has been revoked, pending result of inquiry, and the purchase stands now in his name, as before.
 I have, &c.,
 W. BLACKMAN,
 (For the Under Secretary.)

No. 21.

The Under Secretary for Lands to H. H. Brown, Esq., M.P.

Sir, Department of Lands, Sydney, 7 December, 1876.
 Referring to your letter of the 27th ultimo, on behalf of Mr. W. Ryman, requesting that an inquiry may be made respecting the nature and value of the improvements said to have been made by Mr. A. Loder on the land noted in the margin, previous to its conditional purchase by Mr. Ryman, which purchase was declared void on the 26th September last, I am directed to inform you that the Minister for Lands has decided that the question as to the nature and value of the improvements at date of Ryman's conditional purchase be referred to the Commissioner for inquiry as soon as possible; and that the voiding of the selection in question be revoked, pending the result of the inquiry. No. 14. Murrurundi, C.P. 76/108, 100 acres, 31 August, 1876. W. Ryman.
 I have, &c.,
 W. W. STEPHEN.

No. 22.

The Under Secretary for Lands to Mr. A. Loder.

Sir, Department of Lands, Sydney, 7 December, 1876.
 Mr. W. Ryman, the applicant for the conditional purchase noted in the margin, having by his agent protested against the voiding of this selection on the ground that the improvements at the date of his application were not sufficient to bar conditional purchase, I am directed to inform you that the Minister for Lands has decided that the question as to the nature and value of the improvements at the date of Ryman's selection be referred to the Commissioner for inquiry as soon as possible, and that the voiding of his selection be revoked, pending the result of the inquiry. Murrurundi, C.P. 76/108, 100 acres, 31 August, 1876. W. Ryman.
 I have, &c.,
 W. W. STEPHEN.

No. 23.

The Under Secretary for Lands to The Land Agent, Murrurundi.

Sir, Department of Lands, Sydney, 11 December, 1876.
 I am directed to forward you the accompanying letter from Mr. H. H. Brown, on behalf of Mr. W. Ryman, complaining that after refusing his application on the 28th September last, to select 40 acres adjoining the southern boundary of portion 121, parish of Warrah, you subsequently, on the 5th October, allowed this land to be taken up by E. Donoghue, as part of his conditional purchase noted in the margin, and I am to request that you will at once furnish me with a report thereon, for submission to the Minister for Lands. See No. 16. Murrurundi, C.P. 76-182, 60 acres, 5 October, 1876. E. Donoghue.

Murrurundi,
C.P. 76-163, 100
acres, 31st Aug.,
1876.
W. Ryman.

I am also to add that as Ryman's conditional purchase, noted in the margin, was declared void as containing improvements, belonging to Mr. Loder of sufficient value to bar selection, E. Donoghue's conditional purchase application for part of this land must be held over until the matter is further investigated by the Commissioner, to whom it has been referred for inquiry.

I have, &c.,
W. W. STEPHEN.

No. 24.

The Under Secretary for Lands to The Land Agent, Murrurundi.

Sir,

Department of Lands, Sydney, 11 December, 1876.

See No. 15.

I am directed to forward you the accompanying letter from Mr. H. H. Brown, on behalf of Mr. Mark Ryman, complaining that after refusing his application on the 23rd September last to select 40 acres adjoining the western boundaries of portions 120 and 121, and part of the southern boundary of portion 122, parish of Warrah, county of Buckland, you subsequently, on the 5th of October, allowed this land to be included partly in an application from J. Meere, to conditionally purchase the land noted in the margin, and I am to request that you will at once furnish me with a report thereon for submission to the Minister for Lands.

I have, &c.,
W. W. STEPHEN.

Murrurundi.
C.P. 76-181, 80
acres, 5 October,
1876.
J. Meere.

No. 25.

The Under Secretary for Lands to H. H. Brown, Esq., M.P.

Sir,

Department of Lands, Sydney, 11 December, 1876.

No. 16.

Referring to your letter of the 27th ultimo, on behalf of Mr. W. Ryman, complaining of the conduct of the Land Agent, Murrurundi, in accepting an application from E. Donoghue to conditionally purchase the land noted in the margin, after having previously refused an application from W. Ryman for the same land, I am directed to inform you that the Land Agent has been called upon to furnish a report on the allegations contained therein.

Murrurundi.
C.P. 76-182, 60
acres, 5 October,
1876.
E. Donoghue.

I am also to add that the Minister for Lands has decided that as Donoghue's application is for part of the 100 acres applied for by W. Ryman on the 31st August last, which was declared void as containing improvements belonging to Mr. Loder of sufficient value to bar selection, his application must be held over until the matter is further investigated by the Commissioner, to whom it has been referred for inquiry.

I return as requested W. Ryman's applications, which were refused by the Land Agent.

I have, &c.,
W. W. STEPHEN.

No. 26.

The Under Secretary for Lands to H. H. Brown, Esq., M.P.

Sir,

Department of Lands, Sydney, 11 December, 1876.

No. 16.

Referring to your letter of the 27th ultimo, on behalf of Mr. Mark Ryman, complaining of the conduct of the Land Agent, Murrurundi, in accepting an application from John Meere, to conditionally purchase the land noted in the margin, after having previously refused an application from Mark Ryman, for part of the same land, I am directed to inform you that the Land Agent has been called upon to furnish a report on the allegations contained therein.

Murrurundi.
C.P. 76-181, 80
acres, 5 October,
1876.
J. Meere.
Not with the
papers.

I return, as requested, Mr. Ryman's applications, which were refused by the Land Agent.

I have, &c.,
W. W. STEPHEN.

No. 27.

The Under Secretary for Lands to Mr. E. Donoghue.

Sir,

Department of Lands, Sydney, 11 December, 1876.

Murrurundi,
C.P. 76-181, 80
acres, 5th Oct.,
1876.
E. Donoghue.

Referring to your application to conditionally purchase the land noted in the margin, I am directed to inform you that, as your application is for part of the 100 acres applied for by Mr. W. Ryman, on the 31st August last, which was declared void, as containing improvements belonging to Mr. Loder of sufficient value to bar selection, the Minister for Lands has decided that it must be held over until the matter is further investigated by the Commissioner, to whom it has been referred for inquiry.

I have, &c.,
W. W. STEPHEN.

No. 28.

The Land Agent, Murrurundi, to The Under Secretary for Lands.

Sir,

Land Office, Murrurundi, 14 December, 1876.

See No. 23.

Herewith

Referring to the annexed letter I have the honor to report, for the information of the Honorable the Secretary for Lands, that on the 31st August, 1876, Mr. William Ryman conditionally purchased 100 acres of land, as described in the annexed paper, marked A. On the 26th September I received a notice from the Lands Department, stating that the application for this C.P. was void, as the land contained sufficient improvements to bar selection. On Thursday, the 28th of September, Mr. Ryman presented an application for the conditional purchase of 40 acres adjoining No. 121, in the parish of Warrah. As this was precisely the same land for which he had previously applied, and which had been declared void in consequence of improvements, I informed him that it could not be taken up, and that if I accepted his application it would put the Lands Department and himself to a great deal of trouble for no useful purpose.

My

My reasons for declining to accept Mr. Ryman's application were that I believed the land to be improved; that I had on the previous day received a letter (annexed, marked B) from Mr. Loder, stating that it was improved; and further, that I had only a few days before been reprimanded by the Lands Department for allowing Mr. Thomas Ryman to select land on the 22nd June, 1876, at Quirindi, which belonged to Mr. Loder. I certainly did not use the expression alleged by Mr. Ryman, as I do not know the meaning of the words he has stated. I simply declined to accept his application for the reasons before mentioned. On Thursday, the 5th of October last, a man named Edward Donohue lodged an application for the conditional purchase of 60 acres, as per description annexed (marked C.) This land, so far as I know, does not adjoin No. 121, and I am informed by a person well acquainted with the locality that it is not the portion applied for by Mr. W. Ryman. I would further beg to state that the map I had in the office was about 12 months old, and did not show lots 120 and 121; it was therefore impossible for me to know, in the absence of a tracing, the exact locality of Mr. Donohue's land.

I would further beg to state that I did not refuse to accept an application for land adjoining blocks 120, 119, 122, and 115; I merely mentioned No. 121. I very much regret that any mistake should have happened with regard to this conditional purchase, but if it be the case I would submit that it accidentally occurred in consequence of the defective condition of the map then in the office.

I have, &c.,
G. G. BRODIE,
Land Agent.

[Enclosure A to No. 28.]

(D.)

[Alienation Act, sections 13, 14, and 19.]

Application for the conditional purchase without competition of unimproved Crown land.

District of Murrurundi. No. 168 of 1876.

Application by William Ryman for the conditional purchase without competition of 100 acres unimproved Crown land.

RECEIVED by me, with a deposit of £25, this 31st day of August, 1876, at 11 o'clock.

Agent for the Sale of Crown Lands at Murrurundi.

Sir,

I am desirous of purchasing without competition, under the "Crown Lands Alienation Act of 1861," the portion of unimproved Crown land hereunder described, containing 100 acres; and I herewith tender the sum of £25, being a deposit at the rate of 5s. per acre on the area for which I apply.

To the Agent for the Sale of Crown Lands at Murrurundi.

31 August, 1876.

I am, &c.,

DESCRIPTION.

County of Buckland, parish of Warrah, 100 acres, adjoining the western boundary of portion No. 5, part of the northern boundary of portion No. 115, the eastern boundary of portion No. 121, and part of the southern boundary of portion No. 4.

[Enclosure B to No. 28.]

Mr. A. Loder to The Land Agent, Murrurundi.

My dear Sir,

27 September, 1876.

I send you herewith documents showing that Ryman is in unlawful occupation of the 100 acres he selected in county of Buckland, parish of Warrah. I may state that many years since, when I held the license of South Quirindi Station, I sunk a well there which cost me over £150, and having become a large freeholder I applied for pre-leases, having 2,000 acres alone at that particular place. Subsequently I gave up the license of the run, for I was aware that what with freehold, pre-leases, C.P.'s, and their grass rights, there was no ground left. I then applied to the Minister for Lands to purchase the well and other improvements, but was refused on the ground that I did not lease the land surrounding it. I then, for the first time, discovered that they (the Lands Office) had not given me my pre-lease behind my freehold, but in a different direction, and it was only this month that I succeeded in getting the matter settled to my satisfaction. I now intend to apply for 200 acres so soon as you send me the proper form (I.P.) which will take in all the land open alongside of No. 121.

I am, &c.,

ANDREW LODER.

[Enclosure C to No. 28.]

(G.)

[Alienation Act, sections 21 and 22. No. 182/76.]

Application by Edward Donoghue for the conditional purchase without competition of 60 acres unimproved Crown land, under section 21 of the "Crown Lands Alienation Act of 1861."

RECEIVED by me, with a deposit of £15, this 5th day of October, 1876, at 10 o'clock.

Agent for the Sale of Crown Lands at Murrurundi.

Sir,

5 October, 1876.

I am desirous of purchasing without competition, under the 21st section of the "Crown Lands Alienation Act of 1861," the portion of unimproved Crown land hereunder described, containing 60 acres, which adjoins my conditional purchase or freehold property of acres, upon which I am now residing, or upon which I have resided for three years; and I herewith tender the sum of £15, being a deposit at the rate of 5s. per acre on the area for which I apply.

This is the selection made by me in virtue of my conditional purchase or freehold of acres.

I am, &c.,

To the Agent for the Sale of Crown Lands at Murrurundi.

DESCRIPTION.

County of Buckland, parish of Warrah, 60 acres, to the south of my A.C.P., and to the west of Mr. Loder's improvement purchase, known as Johnson's Well.

No. 29.

The Land Agent, Murrurundi, to The Under Secretary for Lands,

Sir,

Land Office, Murrurundi, 14 December, 1876.

See No. 24.

Referring to the annexed letter, I do myself the honor to state that on the 28th September last Mr. Mark Ryman made an application for a piece of land previously selected by Mr. William Ryman, and which had been declared void, as it contained improvements sufficient to bar selection. I told Mr. M. Ryman, when he presented his application, that the land adjoining No. 121 contained improvements, and that it would put the Department to needless trouble if he were to select it over again.

Herewith.

I certainly did not use the words alleged by him, as I do not know the meaning of the term. I merely declined to take his application for the reason above mentioned. On the 5th October a man named John Meere conditionally purchased 80 acres, as per copy of application annexed. This land, so far as I know and believe, does not include any portion of that for which Mr. Ryman applied, as alleged by him. I would further beg to state that I did not refuse to accept an application for land adjoining Nos. 120, 119, 122, and 115. I merely mentioned 121 as I had reason to believe that all the land adjoining that portion was improved. I would also desire to add that the map I had in the office was an old one, and did not show the portions above-mentioned; it was therefore most difficult to determine the exact position of the land applied for by J. Meere.

See No. 28.

I very much regret if an error has been committed in this matter, but I have every reason to believe that John Meere's application does not contain any of the land applied for by Mr. M. Ryman, and which, I was instructed, contained improvements to bar selection. For further particulars permit me to refer to my letter and papers enclosed, relative to Mr. W. Ryman's case.

I have, &c.,
GEO. BRODIE,
Land Agent.

[Enclosure to No. 29.]

(G.)

[Alienation Act--Sections 21 and 22.]

Application by John Meere, for the conditional purchase without competition, of 80 acres unimproved Crown land under section 21 of the "Crown Lands Alienation Act of 1861."

RECEIVED by me, with a deposit of £20, this 5th day of October, 1876, at 10 o'clock.

Agent for the Sale of Crown Lands at Murrurundi.

Sir,

5 October, 1876.

I am desirous of purchasing without competition, under the 21st section of the "Crown Lands Alienation Act of 1861," the portion of unimproved Crown land hereunder described, containing 80 acres, which adjoins my conditional purchase or freehold property of 320 acres, upon which I am now residing, or upon which I have resided for three years; and I herewith tender the sum of £20, being a deposit at the rate of five shillings (5s.) per acre on the area for which I apply.

This is the selection made by me in virtue of my conditional purchase or freehold of acres.

To the Agent for the Sale of Crown Lands at Murrurundi.

I am, Sir,
Your obedient servant,

DESCRIPTION.

County of Buckland, parish of Warrak, 80 acres, south of my original selection of 320 acres, No. 122, being 80 acres situated to the west of Martin (now Donahough's) 320 acres, Nos. 119, 120, and 121, and to the east of No. 123.

No. 30.

Mr. J. P. Abbott to The Under Secretary for Lands.

Sir,

Haydonton, 15 December, 1876.

No. 22.
Murrurundi,
C.P., 76/168, 100
acres, 31st
August, 1876.
W. Ryman.

Mr. Andrew Loder has handed to me your letter to him of the 7th instant, in reference to the application of William Ryman for the conditional purchase noted in the margin, in which you inform Mr. Loder that Ryman by his agent having protested against the voiding of that selection on the ground that the improvements were not sufficient to bar conditional purchase, and that the Minister for Lands had decided that the question as to the nature and value of the improvements at the date of Ryman's selection should be referred to the Commissioner for inquiry as soon as possible, and that the voiding of Ryman's selection should be revoked, pending the result of the inquiry, I am instructed by Mr. Loder to draw the attention of the Minister for Lands to the section "Land Act Amendment Act of 1875," under which the Minister has directed the reference.

The 25th section of that Act appears to me only to authorize the Minister for Lands to refer any matter to the Commissioner for inquiry in the event of two things happening.

In the first case he may refer "In case of dispute or question of the claim of any conditional purchaser or his alienee to a grant under the provisions of the 18th section of the 'Crown Lands Alienation Act of 1861,' or under the amended Act; or, secondly, he may refer every information or complaint made to him by any person, that any conditional purchaser or his alienee is not fulfilling or has not fulfilled the conditions as to residence or improvement on the land conditionally purchased."

It appears to me that as neither of the events above-mentioned and contemplated by the Act have happened, that the Minister for Lands has no power or authority to send the question of the value of the improvements at the date of the selection by Ryman to the Commissioner to be inquired into, nor is there any law to warrant such a course.

The 13th section of the "Crown Lands Alienation Act of 1861" enacts that any improved land cannot be taken as conditional purchase, so that if, as Mr. Loder alleges, and as has been reported by the District Surveyor, Mr. Wyndham, to the Surveyor General, that there were improvements to the value of £195 upon the land at the time when it was taken up by Ryman, his selection was never otherwise than void, and there is no authority by which it can be made otherwise.

I may mention that Ryman has been attempting to impound Mr. Loder's stock from the land said to have been selected by him, but Mr. Loder acting upon my advice directed his servants to take from him any cattle seized for that purpose, and some of Mr. Loder's servants having done so were yesterday summoned under the provisions of the Impounding Act, before the Bench of Magistrates at Wallabadah, for having rescued the cattle so seized, the evidence then given by Mr. Loder, Mr. Licensed-Surveyor Wyndham, and others, upon oath so clearly showed to the Magistrates that Ryman had no title to the land that they at once dismissed the complaint.

I beg to enclose for the perusal of the Minister for Lands a copy of the depositions given in the case mentioned above, and I trust that the Minister will be satisfied that there is sufficient evidence upon those depositions to warrant him in directing Ryman to be informed that he has no title to the land in question.

Mr. Loder has no desire to commence an action of ejectment against this Ryman, but he will be forced to do so should Ryman continue to occupy the land any longer.

I have, &c.,
JOS. PALMER ABBOTT.

DEPOSITIONS.

Police Office, Wallabadah, 14th December, 1876.

Before John M. L. McDonald, Esq., J.P., Charles P. Gruggen, Esq., J.P., and Edward Underwood, Esq., J.P.

Wm. Ryman v. Benjamin Barber—Pound Reserve.

Mr. J. P. Abbott appears for defendant—Defendant pleads not guilty.

William Ryman, being duly sworn, saith as follows: I am a selector, and I reside near Quirindi; on the 31st of August last I selected 100 acres of land in the county of Buckland, parish of Warrah, and on the 3rd day of October I seized twelve head of cattle for the purpose of impounding them; the defendant rode up to me, and asked if I was going to impound those cattle; I said, "Yes, provided I found no owner"; defendant then said, "I have orders to rescue them, which I am going to do"; I asked defendant if he owned the cattle, and he said he did not; the defendant then took the cattle and turned them on the same land from which they were seized, saying, if I seized them again he would make it a bad job for me; I did not seize the cattle again in consequence of what he said.

By Mr. Abbott: The 100 acres of land referred to is about half a mile back from Borambil Creek; I don't know if the land is on Mr. Loder's run; I swear that I don't know if it is on any pre-emptive leases held by Mr. Loder; I was not on the land before I selected it; I went on the land within a week after selecting it; there was a shaft on it, something like a well; there is water in the shaft I speak of; I have not tried the depth of it; I have not tried the depth of the shaft; the shaft I speak of is 6 or 8 feet square, but I cannot say exactly; I have not seen any one try to ascertain the depth of this shaft; it is slabb'd for a short distance down; I cannot tell whether it is solid rock from the slabbing to the water; it might be about 30 feet to the water; at the time I went on to the selection there was neither windlass nor cover on the well; I received a letter from the Lands Office, informing me that the selection was void, in consequence of improvements, and at the same time was informed that I could contest the value of improvements in the usual way—by arbitration; I have taken steps to arbitrate, and I have since got information that the matter has been referred to the Commissioner; there were no improvements, in my opinion, on the land, when I went on to it; there was no clearing at that time, but some has been done since; I am not aware that I informed any one that I had made a selection on Mr. Loder's land, which took in a well worth £100; Herewith, there were no troughs about the well when I went on to it. (Document marked A produced in evidence.)

By the Bench: The cattle were close to the shaft when I seized them.

Sworn at Wallabadah this 14th December, }
1876, before us,—

JOHN M. L. McDONALD, J.P.
CHAS. P. GRUGGEN, J.P.
EDWARD UNDERWOOD, J.P.

WILLIAM RYMAN.

[Document marked A.]

(Al. 76/42,149.)

Ryman v. Barber.

(C.P. 76/168.)

Sir,

I am directed to inform you that the voiding of your conditional purchase, noted in the margin, has been revoked, and the purchase stands now in your name as before, pending result of inquiry.

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

Mr. W. Ryman.

P.S.—You are requested to return the refund voucher forwarded to you on the 26th September last.

100 acres,
Murrurundi,
31st August,
1876.

Andrew Loder, being duly sworn, saith as follows:—I reside at Colly Creek; I know the complainant William Ryman; I know 100 acres of land conditionally purchased by him on the 31st August, 1876, at Murrurundi; this land originally formed part of my South Quirindi Run, and still is considered so in the Land Office; during my tenure of the South Quirindi Run I made some improvements on this portion of 100 acres selected by William Ryman; I sunk a well on the ground; the well is 8 feet square; it is ten or fifteen years since I made the well; it was 101 feet deep, all but 2 inches; the well cost me 30s. per foot to sink, and now I do not believe I could get it done for less than £3 per foot; on the day when Ryman selected the land the well was as serviceable as the day it was made, and there was and now is 80 feet of water in the well; about 16 feet of the well is through earth, and slabb'd with ironbark slabs not less than 3 inches thick, and the remainder through hard sandstone rock; I have a large tract of country in the neighbourhood of the well; I have no other permanent water in the vicinity, and, except in a dry season, it is only used for the hut; about 30 or 40 acres of the 100 acres selected by Ryman was last winter cleared and stumped at my expense, and the stump-holes filled in and sown with prairie grass in the spring; I paid Barber 8s. per acre for stumping the land and clearing the ground; there is also a new hut on the 100 acres, put up about fifteen months ago, which cost me about £50; there was a shepherd living in the hut till September or the beginning of October; the improvements on the 31st of August last on the land selected by Ryman were worth fully £200; when I sunk the well, in consequence of the hardness of the rock I had to use a good deal of blasting-powder, which I had to find, as also all tools requisite; my cattle, horses, and sheep were depasturing on the 100 acres, and I still claim to be the owner of that 100 acres, and as such I instructed Barber, the defendant, to rescue any stock seized; the 100 acres are in the centre of a large paddock of 7,000 acres, in which my stock run loose.

Examined by complainant: I sent an application to the Government more than two years ago to purchase the land in virtue of improvements; the land has not been measured yet; I am in possession of it, and I claim it in virtue of improvements.

ANDREW LODER.

Sworn at Wallabadah, this 14th December, }
1876, before us,—

JOHN M. L. McDONALD, J.P.
CHAS. P. GRUGGEN, J.P.
E. UNDERWOOD, J.P.

No. 6.

Edward Sandford Wyndham, being duly sworn, saith as follows:—I am a licensed surveyor in the Murrurundi district; I know Mr. Andrew Loder, but I am not sure if I know the complainant; I received a telegram from the Surveyor-General to report on a selection made by William Ryman, at Murrurundi, in August or September, 1876; in consequence of receiving that telegram I went on to the land; I saw there a party who said his name was Ryman, and said the selection was his; I then inspected the improvements on the land; I saw a well, of which I measured the depth; I found it to be 90 feet; it was slabbed for a short distance, and then it was sunk through rock, and the water was within about 25 feet from the top; I also saw a hut which I thought would come in within 100 acres; there was also some land cleared, the extent of which I did not measure; I value the well alone at £135, and the hut at £30; the clearing appeared to be worth about £30; I have received instructions from the Surveyor-General to measure for Mr. Loder such an extent of ground as the value of improvements will warrant; I told Ryman, the person I saw on the ground, that the land was improved within the meaning of the Act, and that the selection was illegal; he said to me he would have to remain on till his deposit was refunded, or words to that effect.

Examined by complainant: I had no particular orders to inform you of this, but I did so in accordance with my general instructions; the hut referred to by me is not on a road.
Sworn at Wallabadah, this 14th December, }
1876, before us,—

EDWD. S. WYNDHAM.

JOHN M. L. M'DONALD, J.P.
CHAS. P. GRUGGEN, J.P.
E. UNDERWOOD, J.P.

Joseph Wolfe, being duly sworn, saith as follows:—I reside at Quirindi; I have been all my life connected with railway works, and have had great experience in sinking both in the earth and in rock; I have heard the description of the well on Ryman's land read, and from the description of it I value the sinking at £3 per foot.

Sworn at Wallabadah, this 14th day of }
December, 1876, before us,—

JOSEPH WOLFE.

JOHN M. L. M'DONALD, J.P.
CHAS. P. GRUGGEN, J.P.
E. UNDERWOOD, J.P.

Case dismissed. Costs against complainant, £2 2s.; professional costs and witnesses' costs and expenses, £1 8s. In default of payment to be levied by distress; in default of sufficient distress, to be imprisoned for fourteen days in Murrurundi Gaol.

JOHN M. L. M'DONALD, J.P.
CHAS. P. GRUGGEN, J.P.
E. UNDERWOOD, J.P.

I hereby certify the above to be a true copy.—WM. ROBSON, Acting C.P.S.
Wallabadah, 18th December, 1876.

Minute on No. 30.

As there is some reason to believe that the principal object in this case of one of these disputants is to obtain delay, let the Inspector of Conditional Purchases hasten his inspection.—JOHN R.

No. 31.

Messrs. H. H. Brown & Co. to The Secretary for Lands.

Sir,

February 15, 1877.

7. Ryman, conditional purchase 3/168. Murrurundi, 31 August, 1876.

With reference to the correspondence that has already taken place in the matter of our client, Mr. William Ryman's conditional purchase, noted in the margin, we beg further to call your attention to the fact that his property having been set fire to during his absence to get stores at Quirindi, he summoned two of lessee's men, with a view of stopping further violence, but he lost the case through Mr. Loder claiming the land, and Mr. Surveyor Wyndham swearing that he had been instructed to survey it for Mr. Loder as an improvement purchase. Our client was therefore obliged to pay the costs, £3 10s., or suffer fourteen days imprisonment, and on account of the past violence of the lessee and his men, and their threats if he should continue to reside on the land, he has been afraid to return to it. An official letter from the Department, stating that the forfeiture of his conditional purchase was revoked, pending the inquiry as to nature and value of improvements at time of selection, was tendered by him as evidence as to his right to hold the land, but which the Bench very unjustly refused to return to him.

Under these circumstances we would beg that the matter of the report may be expedited. This is a case of very great hardship, and having now been before the Department some little time, we trust that it may be dealt with without further delay.

We have, &c.,

H. H. BROWN & CO.

cc No. 33.

Papers sent to Commissioner Bolding, and applicant informed, 6 March, 1877.—C.N., 12/3/77. Mr. Brown should be apprised, 12/3/77.

No. 32.

Gazette Notice.

Extract from Government Gazette of 26th February, 1877.

Department of Lands, Sydney, 26 February, 1877.

It is hereby notified, for the information of all parties interested, that information having been received to the effect that the conditions as to residence or improvements have not been or are not being fulfilled, in respect to the undermentioned conditional purchase, the claim of the holder of such purchase has been referred to Commissioner of Inquiry, pursuant to the "Lands Acts Amendment Act, 1875."

Due notice will be given by the Commissioner of the time and place appointed by him for holding such inquiry.

E. A. BAKER.

Alt. No.	C.P. No.	Name of Selector.	Date of Selection.	Area.	District.	County.	Parish.	Address.	Commissioner to whom referred.
76-42129	76-168	Ryman Wm. ...	1876. 31 August	Acres. 100	Murrurundi	Buckland..	Warrarah ...	Quirindi...	Henry Jas. Bolding, Esq.

15

No. 33.

The Commissioner of Conditional Purchases to Mr. W. Ryman.

(Circular.)

(C.P., 76/168.)

Sir,

Department of Lands, Conditional Sales Branch, Sydney, 6 March, 1877.

I am directed to invite your attention to the notice in the *Government Gazette* of the 26th ultimo, by which you will perceive that your claim to the conditional purchase made by you at Murrurundi on the 31st August, 1876, has been referred by the Minister for Lands to Commissioner Bolding for inquiry in accordance with the 25th clause of the "Lands Act Amendment Act of 1875" and the Regulations relating thereto, as to the alleged non-fulfilment by you of the conditions of residence and improvement. See No. 32.

2. I am to inform you that due notice of the time and place appointed for the purpose will be given you by the Commissioner referred to.

I have, &c.,

WM. BLACKMAN,
(For the Commissioner.)

No. 34.

The Commissioner of Conditional Purchases to H. H. Brown, Esq., M.P.

Sir,

Department of Lands, Conditional Sales Branch, Sydney, 14 March, 1877.

In reference to your communication of the 15th ultimo, respecting the conditional purchase of 100 acres, made by William Ryman, at Murrurundi on the 31st August, 1876, I am directed to apprise you, that the papers in the case were sent to Mr. Commissioner Bolding on the 6th March instant, for his report, and on receipt thereof you will be further communicated with. See No. 31.

I have, &c.,

WM. BLACKMAN,
(For the Chief Commissioner.)

No. 35.

M. Fitzpatrick, Esq., M.P., to The Secretary for Lands.

Sir,

251 George-street, 27 March, 1877.

I do myself the honor to invoke your special interference in the following case:—A person named Ryman selected 100 acres of land, including valuable improvements, the property of the lessee of the land, Mr. Andrew Loder. I endeavoured to have this case settled during the incumbency of Mr. Garrett, but I failed. I am given to understand that the case has been referred, or is to be referred, to an inspector of conditional purchases.

Now I desire to point your attention to the illegality of this course. The Inspectors and Commissioners created by the Land Act of 1875 are appointed to inquire into the fulfilment of conditions by the conditional purchaser, but there is in this case no question of that kind. Again, the law has made specific provision for the question in Ryman's case, which is nothing more or less than the value of the improvements. Of this value you have abundant evidence in the report of Mr. Surveyor Wyndham, and in the sworn depositions in the case *Ryman versus Barber*, which were lodged in your office. It is very hard on Mr. Loder that this intrusion on his run should be countenanced by office delay illegally prolonged.

I have, &c.,

MICHL. FITZPATRICK.

The decision on 76/45,668 Alm., and that on 77/11,593 C.S., are conflicting, and is pointed out with reference to this letter.—T.W.R., 14 Dec., /77. See No. 30.
See No. 36.

No. 36.

SCHEDULE of cases under 39 Vic., No. 13, Regulations 44, 47.

Name of Respondent.	Matter for Inquiry.	Remarks.
Matthew H. Hall; Fitz Henry Hall	Non-residence	Forfeiture.

Scone, 4 April, 1877.

H. J. BOLDING,
Land Commissioner.

Also herewith, papers received. William Ryman gazetted, 26 Feb., 1877, returned as desired.—H. J. BOLDING.

Mr. Ryman should be informed, if he disputes the value of the improvements the same will be determined by appraisement. In the meantime the cancellation should stand.—R.D., 6/4/77.

No. 37.

The Commissioner of Conditional Purchases to H. H. Brown, Esq., M.P.

Sir,

Department of Lands, Conditional Sales Branch, Sydney, 10 April, 1877.

Referring to the revocation of the cancellation of Ryman's conditional purchase, noted in the margin, pending inquiry by Commissioner as to the value of the improvements on the land selected, I am directed to inform you that this reference to Commissioner was made in error, that officer not being empowered to act in such cases, and the papers have therefore been withdrawn from him. 100 acres, 31
August, 1876.
Murrurundi.

I

I am to add that if Ryman disputes the value of the improvements the same will be determined by appraisement, for which purpose a fee of £1 1s. should be paid into the Treasury, but in the meantime Mr. Secretary Driver has decided that the purchase should stand as cancelled. The revocation of cancellation has therefore been rescinded, and the purchase again noted in the books of this office as cancelled.

On return of the refund voucher originally issued a fresh document will be prepared and issued to your client, or the original will be available on presentation.

I have, &c.,
A. O. MORIARTY,
Commissioner.

No. 38.

The Commissioner of Conditional Purchases to J. P. Abbott, Esq.

Sir, Department of Lands, Conditional Sales Branch, Sydney, 10 April, 1877.

In reply to your letter of the 15th December last, respecting the revocation of the cancellation of Ryman's conditional purchase, noted in the margin, pending the result of inquiry before a Commissioner as to the value of the improvements on the land selected, I am directed to inform you that it having been found that the reference to Commissioner was irregular, that officer not being empowered to act in such cases, the papers have been withdrawn, and the case being before the Minister for Lands he has decided that the selection should be again cancelled, on account of the improvements, but that Mr. Ryman should be allowed the privilege of appealing to appraisement, to which effect the selector has been informed.

I have, &c.,
A. O. MORIARTY,
Commissioner.

No. 30.
100 acres, 31
August, 1876,
Murrurundi.

No. 39.

The Commissioner of Conditional Purchases to Mr. A. Loder.

Sir, Department of Lands, Conditional Sales Branch, Sydney, 10 April, 1877.

Referring to the revocation of the cancellation of Ryman's conditional purchase, noted in the margin, pending result of inquiry by Commissioner as to the value of the improvements on the land selected, I am directed to inform you that it having been found that this reference to the Commissioner was a mistake, that officer not being empowered to act in such cases, the papers have been withdrawn, and the Minister for Lands has given a decision to the effect that Ryman's selection should again be cancelled on account of the improvements, but that he (Ryman) should have the option of appealing to have the matter determined by appraisement, and Ryman has been advised accordingly.

I have, &c.,
A. O. MORIARTY,
Commissioner.

100 acres,
31 August, 1873
Murrurundi.

No. 40.

The Commissioner of Conditional Purchases to The Land Agent, Murrurundi.

Sir, Department of Lands, Conditional Sales Branch, Sydney, 17 May, 1877.

I am directed to inform you, that the application of William Ryman, of the 31st August, 1876, for the conditional purchase of 100 acres of land has been cancelled owing to the land being improved.

2. A form for refund of deposit has been forwarded for the signature of the applicant, the nature of which you will be so good as to explain to him if required.

I have, &c.,
A. O. MORIARTY,
Commissioner.

No. 41.

The Commissioner of Conditional Purchases to The Under Secretary for Finance and Trade.

Conditional Purchase—Revenue Refunded.

Sir, Department of Lands, Conditional Sales Branch, Sydney, 17 May, 1877.

I am directed to inform you that the conditional purchase noted in the margin, being void, you will be good enough to refund to the selector the sum of £25, being the deposit money paid thereon.

2. I am to add that a receipt form for the disposal of the money has been forwarded to the applicant, with instructions to fill up same and transmit it to the Treasury.

I have, &c.,
A. O. MORIARTY,
Commissioner.

District—
Murrurundi.
Name—William
Ryman.
Date of selection—31 August,
1876.
Area—100 acres.
Deposit—£25.

[Two plans.]

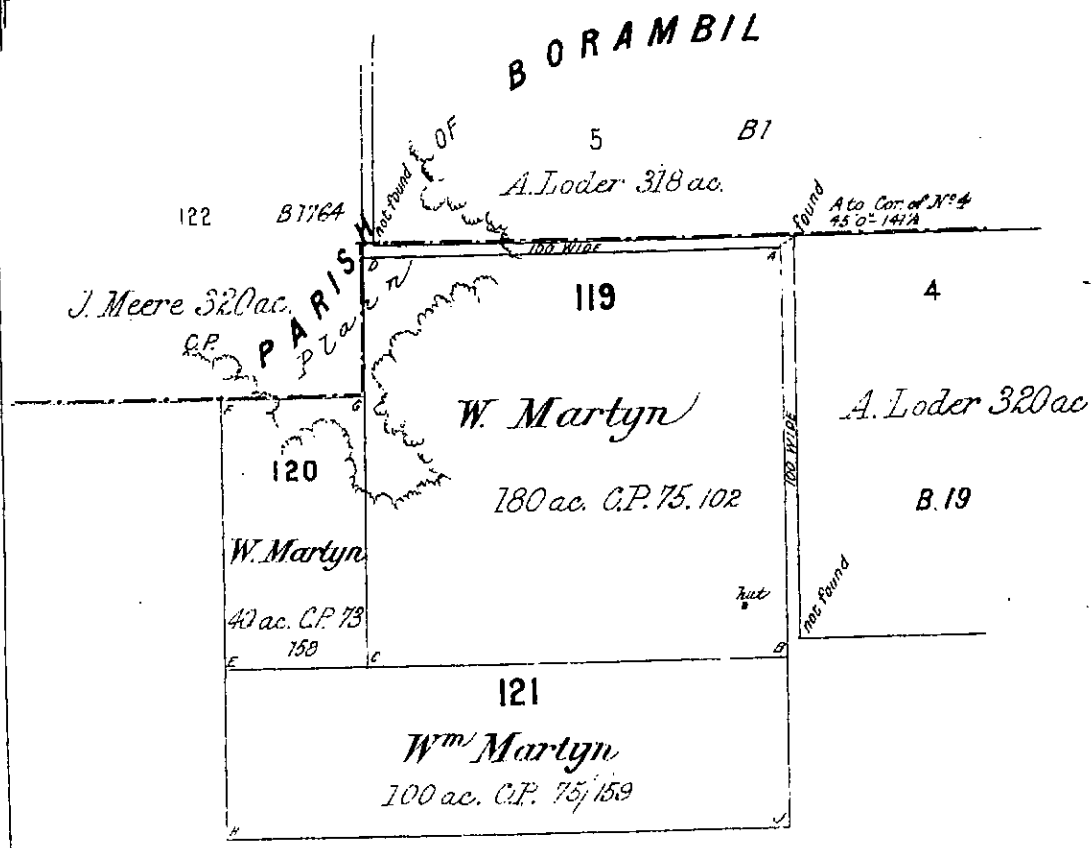
TRACING

of portions N^{os} 119 to 121

Parish of Warrah, County of Buckland

Applied for by William Martyn, under the 13th & 21st clauses
of the C.L.A. Act of 1861.

Scale, 20 Chains to an Inch.



Reference to Corners.

Corner	Bearing	From	Links	N ^o on Tree
A	123°	APPLE	64	119
B	30° 45'	YEL. BOX	129	119 121
C	235°	DRY BOX	14	119 120
D	POST	---	---	119
E	47°	DRY BOX	8	120 121
F	310° 30'	BOX	26	120
G	231° 40'	DRY YEL. BOX	146	120 122
H	57° 20'	DRY BOX	35	121
J	351°	DRY BOX	132	121

Date of Survey, 5 Nov^r 1875.

With my letter of the 12th June, 76/78

Edw^d S. Wyndham,

Licensed Surveyor.

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

KENNETH M'LEAN'S CONDITIONAL PURCHASE AT CASINO.

(APPLICATIONS, LETTERS, AND PAPERS.)

Ordered by the Legislative Assembly to be printed, 21 May, 1878.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 2 April, 1878, That there be laid upon the Table of this House,—

“Copies of all Applications, Letters, and Papers, having reference to or connected with the Conditional Purchase of 500 acres at Casino, on the 6th April, 1876, by Kenneth M'Lean.”

(Mr. Bennett.)

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3.	From Under Secretary for Lands to the Land Agent, Drake, respecting withdrawal from selection of certain land in the District of Drake. 15 June, 1876	2
4.	Schedule of Land, District of Drake, withdrawn from selection. 30 June, 1876	2
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8.	From Kenneth M'Lean to the Minister for Lands, with reference to his (M'Lean's) conditional purchase (see No. 1), with Enclosure. 24 November, 1876	4
9.	From Ernest O. Smith to the Under Secretary for Lands, with reference to disputed claims of Kenneth M'Lean and C. H. E. Chauvel to above land (Nos. 1 and 5, 6 and 7), with Minutes thereon. 5 December, 1876	4
10.	Kenneth M'Lean to the Minister for Lands, with reference to his claim. 16 December, 1876	5
11.	From the Under Secretary for Lands to Kenneth M'Lean, informing that his conditional purchase (see No. 1) is void, with Enclosure. 28 December, 1876	5
12.	From Under Secretary for Lands to Land Agent, Casino, conveying above information. 28 December, 1876	5
13.	From Under Secretary for Lands to Under Secretary for Finance and Trade, respecting same. 28 December, 1876	6
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15.	From Under Secretary for Lands to C. H. E. Chauvel, informing that his selections (see Nos. 5, 6, and 7) have been cancelled. January, 1877	6
16.	From Under Secretary for Lands to Under Secretary for Finance and Trade, conveying above information. January, 1877	6
17.	Application by Kenneth M'Lean for the conditional purchase of 500 acres at Tenterfield, with Minutes thereon. 11 January, 1877	6
18.	Ernest O. Smith to the Under Secretary for Lands, in reference to his (E. O. Smith's) letter of the 5th December, 1876 (see No. 9), with Minutes thereon. 26 March, 1877	7
19.	From Kenneth M'Lean to the Minister for Lands, further respecting his conditional purchase, with Minutes thereon. 27 March, 1877	7
20.	From Under Secretary for Lands to E. O. Smith, in reply to letter No. 18. 17 April, 1877	7
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27.	From Under Secretary for Lands to Kenneth M'Lean, respecting the cancellation of his conditional purchase (see No. 1). 26 September, 1877	9
28.	From Smith and Cope to the Minister for Lands, with reference to improvements made by M'Lean on his conditional purchase, with Enclosure. 30 October, 1877	9
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KENNETH M'LEAN'S CONDITIONAL PURCHASE AT CASINO.

No. 1.

Application by Mr. Kenneth M'Lean.

(D.)

[Alienation Act, sections 13, 14, and 19.]

Application for the Conditional Purchase, without competition, of unimproved Crown Land.

District of Richmond River. No. 57 of 1876.

Application by Kenneth M'Lean for the Conditional Purchase without competition of 500 acres unimproved Crown Land, under Section 13.

RECEIVED by me, with a deposit of £125, this 6th day of April, 1876, at 11 o'clock.

M. M. CAMPBELL,

Agent for the Sale of Crown Lands at Casino.

Sir,

Casino, 6 April, 1876.

I am desirous of purchasing without competition under the "Crown Lands Alienation Act of 1861," the portion of unimproved Crown Land hereunder described, containing 500 acres; and I herewith tender the sum of £125, being a deposit at the rate of 5s. per acre on the area for which I apply.

I am, &c.,

KENNETH M'LEAN,

Tooloom.

To the Agent for the Sale of Crown Lands at Casino.

DESCRIPTION.

County of Buller, parish of Kangaroo, 500 acres, commencing at the south-west corner of measured portion No. 3, extending west about 20 chains, then north 80 chains, then east to Kangaroo Creek, to include measured portions Nos. 3, 4, and 5 of that parish.

Minutes on No. 1.

Forwarded to Mr. District Surveyor Greaves with the view of obtaining report on residence.—D.H., for Surveyor General, 21 June, 1876.

Mr. Licensed Surveyor Barling.—W. A. B. GREAVES, 10 July, 1876.

Transferred to Mr. Licensed Surveyor Hyndman, according to instruction from District Surveyor.—J. BARLING, L.S., 13/7/77.

This conditional purchase having been applied for in wrong Police District, the land was afterwards purchased by Mr. C. H. E. Chauvel, and on 2 January, 1878, Kenneth M'Lean was residing upon his conditional purchase of 500 acres, made 11th January, 1877, plan* of which is transmitted with my letter, 4 March, '78.—R. A. HYNDMAN, 4 March, 1878.—Mr. District Surveyor Donaldson.

See No. 17.
* Plan unnecessary, as this application is not disputed.

No. 2.

EXTRACT from List of Lands to be withdrawn from Selection.

Cat. No.	Lot.	Portion.	Place of Sale.	Date of Sale.	County.	Reason of Withdrawal.
B 231 1741	C. D. E.	(99 ¹ / ₂ a.) 3. (106a.) 4. (101a.) 5.	Drake.	9 August, 1875.	Buller	Conditionally purchased by Kenneth M'Lean, C. P., 76/57, Casino.

No. 3.

The Under Secretary for Lands to The Agent for the Sale of Crown Lands, Drake.

Sir,

Department of Lands, Sydney, 15 June, 1876.

I have to request that you will withdraw from the list of Crown Lands open to selection in the District of Drake the lands described in the annexed Schedule, and which you are requested to sign and return to this office with as little delay as possible.

I am, &c.,

W. C. EDWARDS,

(For the Under Secretary).

For Schedule, see No. 4.

No. 4.

SCHEDULE of Crown Lands in the District of Drake to be withdrawn from Selection.

County.	Lot.	Date of Sale.	Extent.	Remarks.
Buller	C	9 August, 1875.	a. r. p. 99 3 0	Conditional purchase by Kenneth M'Lean, 76/57, Casino.
Do.	D	" "	106 0 0	Do. do.
Do.	E	" "	101 0 0	Do. do.

The lands described in the above Schedule have been noted by me as withdrawn from the list of Crown Lands open to selection in the district of
30 June, 1876.

M. M. CAMPBELL,

Agent for the Sale of Crown Lands, Casino.

No. 5.

3

No. 5.
Application by Mr. C. H. E. Chauvel.

(L.)

Application by Charles Henry Edward Chauvel, of Tabulam, to select Crown Lands.

RECEIVED, this 27th day of October, 1876, at 11 o'clock, by me,—

JOHN SIMONS,

Agent for the Sale of Crown Lands.

Sir,

Police District of Tenterfield, 27 October, 1876.

I hereby tender the sum of £100 15s., as the price by selection (and deed fee) of the Crown Lands hereunder described :—

Place of sale—Drake.

Date on which last advertised—2 July, 1875.

Date on which last offered for sale—9 August, 1875.

Lot at last sale—C.

County—Buller.

Parish or place—Kangaroo.

Portion—3.

Extent of the lot—99 acres 3 roods.

Price of the lot—£99 15s.

Fee on the deed—£1.

I am, &c.,

C. H. E. CHAUVEL.

To the Agent for the Sale of Crown Lands at Tenterfield.

Police District of Tenterfield, 27 October, 1876.

RECEIVED by me, this day, from the above-named Charles Henry Edward Chauvel, the sum of £100 15s., being the price by selection (and deed fee) of the Crown Lands above described.

JOHN SIMONS,

Agent for the Sale of Crown Lands at Tenterfield.

Minute on No. 5.

The auction selections of Lots C, D, and E herein should, I presume, be cancelled.—H.O.R.,

6/12/76.

No. 6.

Application by Mr. C. H. E. Chauvel.

(L.)

Application by Charles Henry Edward Chauvel, of Tabulam, to select Crown Lands

RECEIVED, this 27th day of October, 1876, at 11 o'clock, by me,—

JOHN SIMONS,

Agent for the Sale of Crown Lands.

Sir,

Police District of Tenterfield, 27 October, 1876.

I hereby tender the sum of £107, as the price by selection (and deed fee) of the Crown Lands hereunder described :—

Place of sale—Drake.

Date on which last advertised—2 July, 1875.

Date on which last offered for sale, 9 August, 1875.

Lot at last sale—D.

County—Buller.

Parish or place—Kangaroo.

Portion—4.

Extent of the lot—106 acres.

Price of the lot—£106.

Fee on the deed—£1.

I am, &c.,

C. H. E. CHAUVEL.

To the Agent for the Sale of Crown Lands at Tenterfield.

Police District of Tenterfield, 27 October, 1876.

RECEIVED by me, this day, from the above-named Charles Henry Edward Chauvel, the sum of £107, being the price by selection (and deed fee) of the Crown Lands above described.

JOHN SIMONS,

Agent for the Sale of Crown Lands at Tenterfield.

No. 7.

Application by Mr. C. H. E. Chauvel.

(L.)

Application by Charles Henry Edward Chauvel, of Tabulam, to select Crown Lands.

RECEIVED, this 27th day of October, 1876, at 11 o'clock, by me,—

JOHN SIMONS,

Agent for the Sale of Crown Lands.

Sir

Sir, I hereby tender the sum of £102, as the price by selection (and deed fee) of the Crown Lands hereunder described:—

Place of sale—Drake.

Date on which last advertised—2 July, 1875.

Date on which last offered for sale—9 August, 1875.

Lot at last sale—E.

County—Buller.

Parish or place—Kangaroo.

Portion—5.

Extent of the lot—101 acres.

Price of the lot—£101.

Fee on the deed—£1.

I am, &c.,

C. H. E. CHAUVEL.

The Agent for the Sale of Crown Lands at Tenterfield.

Police District of Tenterfield, 27 October, 1876.

RECEIVED by me, this day, from the above-named Charles Henry Edward Chauvel, the sum of £102, being the price by selection (and deed fee) of the Crown Lands above described.

JOHN SIMONS,

Agent for the Sale of Crown Lands at Tenterfield.

No. 8.

Mr. Kenneth M'Lean to The Secretary for Lands.

Sir,

Toooloom, 24 November, 1876.

I beg to enclose herewith a letter from Mr. M. M. Campbell, Crown Lands Agent at Casino, having reference to land conditionally purchased by me on 6th April, 1876, which will be sufficient explanation without me going any further in the matter, as you will observe by Mr. Campbell's letter that Mr. Chauvel has purchased the land in the Tenterfield Office. Will such purchase in any way endanger my title to my conditional purchase? Your reply to foregoing would oblige at your earliest convenience.

I am, &c.,

KENNETH M'LEAN.

[Enclosure to No. 8.]

The Crown Lands Agent, Casino, to Mr. Kenneth M'Lean.

Dear Sir,

Crown Lands Office, Casino, 22 November, 1876.

Not with papers

In reply to your letter of the 20th, I have to state that, in reply to a telegram from me, the Land Agent at Tenterfield informs me that Mr. Chauvel took up a few days ago, by selection after auction, Nos. 3, 4, and 5 of Kangaroo.

1. Lots 1, 2, 3, 4, and 5, county of Buller, parish of Kangaroo, were offered by me for sale by public auction, at Drake, on 9th August, 1875, as land within this district—when there was no bid.

2. Mr. C. H. E. Chauvel selected, after auction, 6th December, 1875, No. 2 at this office.

3. You (K. M'Lean) conditionally purchased, at this office, 6th April, 1876, Nos. 3, 4, and 5.

4. C. H. E. Chauvel, as agent for Mrs. Marianna Chauvel, selected, after auction, at this office, 14th August, 1876, No. 1; and it appears now, that while knowing you took up Nos. 3, 4, and 5, he has selected them at Tenterfield after auction, under the plea that the land is outside the boundary of this district, and that consequently your conditional purchase is illegal. It appears to me that if your conditional purchase is illegal, so I should think must be Chauvel's purchases of Nos. 1 and 2, and also his selection after auction of Nos. 3, 4, and 5; because, if the land is not in this district, the offer to sell it at auction, 9th August, 1875, in this district, was illegal; and if the offer to sell was illegal, the lots cannot be now in the position of having passed auction sale. Without its having been legally offered and passed at auction sale no legal selection after auction could be made. You may recollect that when you made the conditional purchase, the portions were not shown on the chart in this office; and that we looked at an older chart of the whole district, which, from the position you pointed out, showed the lots to be within the bounds of this district. This chart is still in the office, and on reference to the Gazette description of the district boundary, it appears correct. Certainly, the new chart, now in the office, shows the approximate position of the land outside the boundary; but I have not seen a proclamation altering the boundary to the present indicated position. I think, under the circumstances, the best course for you to adopt is to at once write to the Hon. the Minister for Lands, giving him particulars, and asking for an early reply as to whether the land is in this district or not. If it is in this district your conditional purchase must stand. If not in this district, the most simple way to correct the matter will be for the Lands Department to declare your conditional purchase void, and send you a refund voucher, with which you can go to Tenterfield first Thursday after receipt and conditionally purchase over again; and should the Land Agent demur to accept your application, leave it with him along with the refund voucher, as he has no power to refuse your application on the refund voucher in satisfaction of the deposit. If you tender the refund voucher for deposit, make it payable to the Under Secretary for Finance and Trade.

Even should the land not be in this district, I would consider it a great hardship were you deprived of it, as I can testify to your *bona fides* in the matter.

Yours, &c.,

M. M. CAMPBELL.

No. 9.

Mr. Ernest O. Smith to The Under Secretary for Lands.

Sir,

5 December, 1876.

On the 9th August, 1875, five portions of land were submitted to auction at Drake, but not then sold; subsequently portions 1 and 2 were selected by payment of the full price thereof, and on 27th October last Mr. C. H. E. Chauvel selected portions 3, 4, and 5, by payment at the rate of £1 per acre to Agent for the Sale of Crown Lands at Tenterfield, in whose district the lands are shown to be situated, both on the chart in your department and that lodged for the information and guidance of the public at the Office for the Sale of Crown Lands, Tenterfield.

I understand that it is contemplated by your department to disallow the selection of portions 3, 4, and 5, in County of Buller, parish of Kangaroo, upon the grounds that the land had been previously conditionally purchased at Casino or some other Land Office. Against this contemplated action, on behalf of Mr. Chauvel, I most respectfully protest, because he purchased the land at the office of the district in which it is situated, as has always been the required and recognized practice of the Lands Department for many years—in fact I believe I am correct in saying, ever since the Colony was divided into Crown Land Agencies.

Mr.

Mr. Chauvel journeyed from Tabulam to Tenterfield personally to select these portions, because when in Sydney he found that they were situated in that district; he paid £1 per acre, and holds the receipt of your Agent. Under these circumstances, I most respectfully submit that his purchase ought not and cannot legally be interfered with, as he has fully complied with the requirements of the department and of the Land Law, and become properly possessed of the land by purchase, at the office of the district wherein it is situated and was entered as open to selection.

Yours, &c.,
ERNEST O. SMITH.

Minutes on No. 9.

Survey Office,—Are the portions selected by Mr. Chauvel situated within the Police District of Tenterfield or Casino?—W.C.E., 20/12/76. District of Tenterfield.—J.W.E., 20/12/76.

It is submitted that Mr. Chauvel's selections be maintained, he having selected in the Police District in which the land is situated, viz., Tenterfield. The conditional purchase of Kenneth M'Lean of the same land having been made in the Casino District, should probably be cancelled.—W.C.E., 20/12/76. For approval.—W.W.S., 20/12/76.

As it appears from these papers that the lands referred to had been withdrawn from selection in pursuance of the 25th clause of Crown Lands Alienation Act, these selections must be cancelled. The conditional purchase should be declared void, and the conditional purchaser informed that he must conditionally purchase again at Tenterfield. Refund form to be sent with letter.—T.G., 22/12/76.

No. 10.

Mr. Kenneth M'Lean to The Secretary for Lands.

Sir, Tooloom, Clarence River, 16 December, 1876.

Will you kindly reply to a letter of mine written last month concerning my conditional purchase made 6th April, 1876, county of Buller, parish of Kangaroo, embracing lots 3, 4, and 5 of that parish, which I hear have since been selected by a person named Chauvel, in the Tenterfield Office, on the grounds that my application was informal, being taken up in the wrong office, namely, Casino. As I wish to proceed with improvements, I should like to know if there is any possibility of me losing the ground. Please to reply.

I am, &c.,
KENNETH M'LEAN.

No. 11.

The Under Secretary for Lands to Mr. Kenneth M'Lean.

Sir, Department of Lands, Sydney, 28 December, 1876.

I am directed to inform you that the application made by you at Casino, on the 6th April, 1876, for the conditional purchase of 500 acres of land, is void, as the land applied for is situated within the Police District of Tenterfield.

2. Enclosed is a form which, on being filled up in accordance with the instructions thereon, and forwarded to the Treasury, Sydney, will enable you at once to obtain the refund of your deposit.

I have, &c.,
WM. BLACKMAN,
(Pro Under Secretary).

P.S.—You will therefore have to conditionally purchase again at Tenterfield.

[Enclosure to No. 11.]

NEW SOUTH WALES.

Revenue refunded.

Department of Lands, Conditional Purchase Branch: Dr. to Kenneth M'Lean.

28 December, 1876.

	Amount to be refunded.
	£ s. d.
For the following refund, viz. :—	
Land Office at Casino; date of selection, 6th day of April, 1876; deposit paid on 500 acres; selection void, being within the Police District of Tenterfield; deposit to be refunded on 500 acres.....	125 0 0

I certify that the amount charged in this voucher, as to computation, casting, and rate, is correct, and that the refund is duly authorized in terms of the Audit Act.

W. W. STEPHEN,
Under Secretary for Lands.

No. 12.

The Under Secretary for Lands to The Crown Lands Agent, Casino.

Sir, Department of Lands, Sydney, 28 December, 1876.

I am directed to inform you that the application of Kenneth M'Lean, of the 6th April, 1876, for the conditional purchase of 500 acres of land, has been cancelled, as the land applied for is situated within the Police District of Tenterfield.

2. A form for refund of deposit has been forwarded for the signature of the applicant, the nature of which you will be so good as to explain to him if required.

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

No. 13.

No. 13.

The Under Secretary for Lands to The Under Secretary for Finance and Trade.

Conditional Purchase—Revenue refunded.

Sir,

District—
Casino.
Name—Kenneth
M'Lean.
Date of selection
—6 April, 1876.
Area—500 acres
Deposit—£125.

Department of Lands, Sydney, 28 December, 1876.
I am directed to inform you, that the conditional purchase noted in the margin being void, you will be good enough to refund to the selector the sum of £125, being the deposit money paid thereon.
2. I am to add, that a receipt form for the disposal of the money has been forwarded to the applicant, with instructions to fill up same and transmit it to the Treasury.

I have, &c.,

WM. BLACKMAN,
(Pro Under Secretary).

No. 14.

The Under Secretary for Lands to Mr. Ernest O. Smith.

See No. 1.

Sir,

Department of Lands, Sydney, 28 December, 1876.
I am directed to inform you that the application of Kenneth M'Lean, of the 6th April, 1876, for the conditional purchase of 500 acres of land, has been cancelled, as the land applied for is situated within the Police District of Tenterfield.

2. A form for refund of deposit has been forwarded for the signature of the applicant.

I have, &c.,

WM. BLACKMAN,
(For the Under Secretary).

No. 15.

The Under Secretary for Lands to Mr. C. H. E. Chauvel.

Sir,

£309 15s.

Department of Lands, Sydney, January, 1877.
I am directed to inform you, that the Colonial Treasurer has been authorized to refund to you the sum of £309 15s., being the amount paid by you for lots C, D, and E of sale at Drake, 9 August, 1875, the sale having been cancelled, as the land in question had been previously conditionally purchased.

2. I am to add, that when the money is ready for payment, notice to that effect will be forwarded to you from the Treasury.

I have, &c.,

W. C. EDWARDS,
(Pro Under Secretary).

No. 16.

The Under Secretary for Lands to The Under Secretary for Finance and Trade.

Revenue refunded.

Sir,

£309 15s.

Lands Department, Sydney, January, 1877.
I am directed to request that you will be good enough to refund to Mr. Charles Henry Edward Chauvel, of Tabulam, the sum of £309 15s., credited at the Treasury on the 4th November, 1876, being the amount paid by him for lots C, D, and E of sale at Drake on 9 August, 1875, the sale having been cancelled, as the land in question had been previously conditionally purchased.

I have, &c.,

W. C. EDWARDS,
(Pro Under Secretary).

No. 17.

Application by Mr. Kenneth M'Lean.

(D.)

[Alienation Act, sections 13, 14, and 19.]

Application for the Conditional Purchase without competition of unimproved Crown Land.

District of Tenterfield. No. 8 of 1877.

Application by Kenneth M'Lean for the conditional purchase without competition of 500 acres unimproved Crown Land.

RECEIVED by me, with a deposit of £125, this 11th day of January, 1877, at 10 o'clock.

JOHN SIMONS,

Agent for the Sale of Crown Lands at Tenterfield.

Sir,

(Qu. £125.)

11 January, 1877.
I am desirous of purchasing, without competition, under the "Crown Lands Alienation Act of 1861," the portion of unimproved Crown Land hereunder described, containing 500 acres; and I herewith tender the sum of £250, being a deposit at the rate of 5s. per acre on the area for which I apply.

I am, &c.,

KENNETH M'LEAN,
Tooloom.

To the Agent for
the Sale of Crown Lands at Tenterfield.

DESCRIPTION.

County of Buller, parish of Kangaroo, 500 acres, situated on the eastern bank of Kangaroo Creek, starting from a tree marked N, and running from thence east, with frontage to the creek, and running up the creek.

Minutes

Minutes on No. 17.

Mr. Licensed Surveyor J. Barling to measure if unobjectionable.—D.H., for Surveyor General. B.C., 25 April, 1877.

Transferred to Mr. L.-S. Hyndman., 13 July, 1877.

The Surveyor General, with my letter, 4 March, /78.—R. A. HYNDHAM, L.-S.

No. 18.

Mr. Ernest O. Smith to The Under Secretary for Lands.

Sir,

26 March, 1877.

I ask the favour of a reference to my letter of the 5th December last, and that the deeds of the lots of land selected after auction by Mr. C. H. E. Chauvel at Tenterfield, on the 27th October, 1876, may now be prepared without any delay, to which I presume there can be no possible objection, seeing that on the 23rd January last M'Lean, who had erroneously selected the same land, but at the wrong office, has received back his deposit money. See No. 9.

May I request early attention and reply hereto.

Yours, &c.,

ERNEST O. SMITH.

Submitted.—The conditional purchaser having accepted the refund of his deposit, it is submitted that the cancellation of the selections after auction by Mr. Chauvel be revoked.—W.C.E. Approved.—W.W.S., 17/4/77.

No. 19.

Mr. Kenneth M'Lean to The Secretary for Lands.

Sir,

Tooloom, 27 March, 1877, *via* Tabulam.

This being the third letter that I have written concerning this same question, I hope this time to get an answer, as in my case it is rather hard to be kept in ignorance on the matter, as it seems to me to be done on purpose to suit other persons. The following are the points of the case again described:—In April, 1876, I conditionally purchased 500 acres of land in the Casino Office, parish of Kangaroo, county of Buller; I held undisputed possession of it until January 7th, 1877, when I received a remit voucher from your office, informing me that my application was void, as the said land was in the district of Tenterfield, where I applied on 11th January to repurchase it, when I was informed by the Agent there (who would not receive my application) that the land was bought by a person named Chauvel. Now, as I have improvements to great value on the ground, will you let me know if I will have to forfeit the same, which Chauvel gave me notice not to remove.

I have, &c.,

KENNETH M'LEAN.

Conditional Sales Branch.—30/5/77.

Submitted.—That the cancellation of C.P. 76/57, Richmond River (which was declared void because taken up in wrong district), be revoked, and the selection be transferred to Tenterfield District as in other cases.—W.B., 11/6/77.

No. 20.

The Under Secretary for Lands to Mr. Ernest O. Smith.

Sir,

Department of Lands, Sydney, 17 April, 1877.

In reference to your letter of the 26th ultimo, requesting, on behalf of Mr. C. H. E. Chauvel, that the deeds of the lots noted in the margin may be prepared in his favour, I am directed to inform you that the conditional purchaser, Kenneth M'Lean, having waived his claim, and accepted a refund of the deposit paid by him, the cancellation of the selections made by Mr. Chauvel will be revoked, and the deeds prepared in his favour accordingly. No. 18.
Lots C, D, and E
of the 9th
August, 1875.

I have, &c.,

W. W. STEPHEN.

No. 21.

Minute by the Surveyor General.

A FURTHER reference has been made to the surveyor, and his report shows that the portions referred to are within the Police District of Tenterfield.

The former papers referred to in the Chief Commissioner's minute are now herewith, having been obtained from the Deeds Branch. The case is now submitted for further consideration; if necessary, in view of the Land Agent's letter and the first paragraph of this memo.

P. F. ADAMS.

B.C., 7 August, 1877.

No. 22.

Memo. by Mr. Moriarty.

THE attention of the Survey Branch is specially directed to the enclosed letter of the Land Agent at Casino, dated 22 November, 1876, which ought to have been addressed to this department, and discloses a case calling for immediate attention. See No. 8 and its
enclosure.

These papers are like many similar—incomplete—but seem to embody the facts of the matter, which are too important to escape attention by reason of the mislaying of papers.—A.O.M., 14/8/77.

Urgent. Papers are all herewith, having been placed with 77/2,468 A/n. (obtained at Deeds Branch), but not carried on at Records. Papers now carried on.—C.E.F., 21 Aug., 1877. See No. 18.

No. 23.

No. 23.

J. McElhone, Esq., M.P., to The Secretary for Lands.

Sir,

Sydney, 1 September, 1877.

Enclosed I have the honor to forward you letter from Mr. Kenneth M'Lean, of Tooloom, Clarence River, in reference to land selected by him. I some time ago handed this letter to Mr. Moriarty, who promised to make the necessary inquiries.

This seems to be a very hard case, and is similar to *Frost v. Harris*, in which you decided that Harris was to have the land. This land was passed auction lots which M'Lean selected, resided on, and improved to the extent of £400. It appears the proper district was Tenterfield. M'Lean selected at Casino, as it had previously been offered at auction at Casino.

I trust you will have the necessary inquiries made into this case without delay. I think M'Lean should have this land, as it was offered for sale at Casino, and the Land Agent misled him by taking his

I have, &c.,

J. McELHONE.

[Enclosure to No. 23.]

Mr. Kenneth M'Lean to J. McElhone, Esq., M.P.

Sir,

Tooloom, 15 July, 1877.

You will, I trust, forgive me for addressing a letter to you; but I am given to understand that you are prepared to take up the cause of any selector within your district or not. If such is the case, I trust that you will, if there is anything to be done in my affairs, see into it. I give herewith the particulars of it, as well as I can:—On August 9th, 1875, there were five lots of land advertised to be sold by the Casino Office, at a place in the Richmond River district named Drake, which was offered by the Land Agent of the district (Mr. M. M. Campbell), and passed without offer. On 9th December, 1875, lot 2 was selected by a person named Chauvel, the owner of the station. On 6th April, 1876, I went to the Casino Office and conditionally purchased 500 acres to take in portions 3, 4, and 5. I went to reside thereon, and improved to the amount of £400. Kept possession until 7th January, 1877, not having any idea that there was any mistake in the affair, when on that date (7th January) I got notice from the Lands Department that my application was void, as the land in question was in the Tenterfield District, where I again applied for it on 11th January, when the Agent there would not receive my application, as the same land had been sold to Mr. Chauvel, so with refund voucher I selected 500 acres more land in the same parish, namely, Kangaroo, county of Buller. I removed all my loose timber and other property that could be done in a reasonable time, and left a man in charge of the improvements, buildings, crop, &c., for a few days, when C. H. E. Chauvel called and gave him notice to leave or pay rent. In two days he left, and Chauvel put some servants in charge, who still hold possession. I have written several letters to the Minister for Lands; none of them have been answered. I have also engaged an agent—Mr. Harold Brees, 143, Pitt-street—who informed me that he made application to the Lands Office, who refused to give my advice on the subject. I also engaged a solicitor, but I am of opinion that he has seen Mr. Chauvel, he having left the district after getting £8 from me to get counsel's opinion, without getting it. With the above particulars, do you think there is anything to be done in it? If so, I trust that you will use your best endeavours to do so. I enclose stamps to defray any expense, if you wish to ask any questions; and all other expenses I will pay, or whatever cost or charges. Trusting to hear from you,—

I remain, &c.,

KENNETH McLEAN.

Minutes on No. 23.

Mr. Blackman.—M'Lean cannot now get the land originally taken by him at Casino instead of Tenterfield, as he not merely took back his deposit, but actually made another conditional purchase of 500 acres at Tenterfield, on 1 January, 1877.—W.B., 18 Sept., 1877.

I agree with above, but as it was by the erroneous action of the Government in first offering the land for sale at the wrong Land Office, and subsequently repeating the error of withdrawing it from selection at the wrong place, that M'Lean was led into the mistake of conditionally purchasing the land, and afterwards lost the chance of getting it by a correct application,—I think he is fairly entitled to be compensated for the actual loss he has sustained. This he should be called upon to state, and after examination a sufficient sum should be placed upon the Estimates as such compensation.

The sale to Chauvel should be maintained, but he should be required to undertake to pay either to the Crown or to M'Lean the value of the improvements made by the latter upon the land sold to him (Chauvel).

T.G., 19/8/77.

No. 24.

Précis of the Case.

THE facts of this case are as follows:—

1. On the 6th April, 1876, Kenneth M'Lean conditionally purchased 500 acres at Casino (the Land Office for the Richmond River District). This application was declared void, as the land had not been selected in the District in which the land was situated.

2. On the 28th December, 1876, M'Lean's deposit was refunded to him; and on the 11th January last he selected an equal area, but in a different locality.

3. On the 27th October, 1876, Mr. Chauvel selected, after auction, at Tenterfield, the land which was claimed by M'Lean. These selections were cancelled, as the lands had been withdrawn, as forming part of M'Lean's purchase. This cancellation of Chauvel's selections was afterwards revoked on the conditional purchaser accepting the refund of his deposit and selecting elsewhere; and under the circumstances stated, it is submitted that the action with regard to Chauvel's selections be sustained.

J. S. UNWIN.

Mr. E.—See decision noted on 77/31,541 C.S. Inform quickly.—W.W.S., 19 Sept., 1877. Let the deeds issue to Mr. Chauvel.—J.S.F., 18/1/1878. After the deeds have issued to Mr. Chauvel, the Minister wishes to see these papers respecting the matter of compensation.—W.C.E., 18/1/78.

No. 25.

The Under Secretary for Lands to Mr. Ernest O. Smith.

Sir,

Department of Lands, Sydney, 19 September, 1877.

In reference to your letter of the 26th March last, requesting that the deeds of the land selected by Mr. C. H. E. Chauvel on the 27th October last at Tenterfield may be prepared in his favour,

I

See No. 11.

See No. 17.

See No. 17.

See No. 23.

See No. 18.

I am directed to inform you that, after due consideration of the claim urged to this land by Kenneth M'Lean, a conditional purchaser, the Minister for Lands has decided that Chauvel shall be maintained in his claim to the land in question, but upon the condition that he undertakes to pay either to the Crown or M'Lean the value of the improvements effected by M'Lean.

I have, &c.,
W. W. STEPHEN.

No. 26.

The Under Secretary for Lands to J. M'Elhone, Esq., M.P.

Sir,

Department of Lands, Sydney, 26 September, 1877.

In reference to your letter of the 1st instant, on the subject of the conflicting claims of Kenneth M'Lean and C. H. E. Chauvel to certain land in the County of Buller, I am directed to inform you that M'Lean cannot now get the land originally applied for by him at Casino instead of Tenterfield, as he has accepted a refund and selected a like area at Tenterfield. No. 23.

2. I am, however, to inform you that M'Lean has been called upon to state the amount of loss he has sustained, in order that compensation may be awarded to him.

I have, &c.,
W. W. STEPHEN.

No. 27.

The Under Secretary for Lands to Mr. Kenneth M'Lean.

Sir,

Department of Lands, Sydney, 26 September, 1877.

I am directed to inform you, with reference to the land in the County of Buller, the ownership of which is disputed by yourself and Chauvel, that the Minister for Lands has decided, after due consideration of all the facts of the case, that Mr. Chauvel must be maintained in his claim to the land in dispute.

2. I am, however, to inform you that Mr. Chauvel has been allowed to retain this land only on the condition that he pays to the Crown or to you the value of the improvements effected by you.

3. Should the amount be paid to the Crown, a sufficient sum will be placed on the Estimates as compensation to you.

I have, &c.,
W. W. STEPHEN.

P.S.—You will, therefore, be good enough to state what amount of loss you have actually sustained.

No. 28.

Messrs. Smith & Cope to The Secretary for Lands.

M'Lean's selection, 500 acres, Richmond River District.

Sir,

179, Pitt-street, 30 October, 1877.

We have the honor to enclose, as recommended, a statement of improvements made by Kenneth M'Lean upon the above, and their value, together with a certificate by James Kerry, of Tooloom, as to the correctness thereof.

We have, &c.,
SMITH & COPE.

[Enclosure to No. 28.]

STATEMENT.		£	s.	d.
50 rod of fencing, 20s. per rod		50	0	0
9 gates, 20s. each		9	0	0
54 rod fencing, 4s. 6d.		12	3	0
Calf-pen, shingled		6	5	0
Three milking bails, 24s.		3	12	0
One six-roomed cottage		113	0	0
One three "		87	0	0
One hut, 10 ft. by 8 ft.		6	10	0
Log fence paddock		15	0	0
Clearing 4 acres of land, at 125s.		25	0	0
Cultivation		15	10	0
Value of crop and fruit-trees		35	0	0
Timber left on hand		6	0	0
		<u>£384</u>	<u>0</u>	<u>0</u>

I, James Kerry, of Tooloom, do hereby certify that the above is a true statement of loss sustained by Mr. K. M'Lean.

No. 29.

Mr. Kenneth M'Lean to H. Copeland, Esq., M.P.

Sir,

Tooloom, Clarence River, 12 February, 1878.

I am about to ask you to do me a favour by calling at the Lands Office, or by any other means that you might think of, to advance a certain claim of mine for compensation for the loss of certain land here, particulars as under:—In April, 1876, I conditionally purchased 500 acres of land at the Richmond River Office, Casino, the said land, or a portion of it, having been offered at auction there. I remained in undisputed possession of it until January, 1877, when I got a remit voucher from the Lands Department, with a note to the effect that my purchase was void, as the land in question was in the Tenterfield District, where I applied to re-purchase the land, when I was informed by the Land Agent there that the land was already sold to a person named Chauvel, after auction, and he refused to take my application. I have improvements on the land to the amount of nearly £400. I wrote several letters to the different Ministers for Lands since then, but got no reply from any of them until September last, when, through See enclosure.

See No. 27.

Mr. McElhone, who I was advised to apply to, I received a letter asking me to state the amount of loss that I had sustained, in order that compensation may be awarded to me. Although I at once sent in a claim, I have not as yet got any reply to it. I may also state that Chauvel, who is a large station-owner, is allowing the improvements to go to ruin, used spare timber and crop, and is now running a large flock of sheep on it, in order, I am told, to make the property less valuable, and also intends to get a refund of his money, in order that I will have no claim for compensation. You will excuse me for addressing you on the matter, I trust, as it is with the greatest reluctance; but having written many letters, and also employed a land agent, I could get no satisfaction until a solicitor and Mr. McElhone at the same time made the application on my behalf, but it appears to me that there is no limit to the time in which compensation will be withheld. A solicitor (Mr. E. W. Allingham), of Lisimore, has kindly promised to see the Minister for Lands on the matter; but, being a stranger, little notice I am afraid will be taken of him there above a promise. Trusting that you will do what you can in the matter,—

I remain, &c.,

KENNETH M'LEAN.

P.S.—I have also written to Mr. McElhone, M.L.A.

Presented by Mr. Copeland, M.P.

[Enclosure to No. 29.]

Situation of land and number of lots: Portions 3, 4, and 5, parish of Kangaroo, county of Buller, advertised to be sold by auction, and offered by the Casino Land Agent, on August 9th, 1875, at a place named Drake, in Richmond River Land District.

No. 30.

Mr. Kenneth M'Lean to The Secretary for Lands.

Sir,

Toooloom, Clarence River, 16 February, 1878.

I wish you would take into consideration my claim as regards 500 acres of land purchased by me (conditionally) at the Lands Office, Casino, Richmond River, on the 6th April, 1876, which was sold afterwards at the Tenterfield Office to a person named Chauvel, and my purchase declared void on account of being taken up in the wrong office, and compensation having been promised to me. Since Chauvel's purchase he has caused all the timber on the land to be destroyed, and otherwise damaged my property that he took possession of on the land, with a view (it is said) to destroy my claim for compensation, as he intends to have his money refunded. I pray you to consider this as early as possible, as it has ruined me, considering that it cost me upwards of £500, I having possession of the land for nine months.

I remain, &c.,

KENNETH M'LEAN.

P.S.—There was a purchase made of 2 acres of land, on the Toooloom Gold Field, by a Donald M'Lean, who I am acting for. Although the money (£16) was paid, nothing further can be heard of it. I wish you could give some account of it, as it is very annoying to me—money lying in the Government hands for years, and, after all, the only satisfaction is a refund.

Yours, &c.,

K. M'LEAN,

(FOR DONALD M'LEAN).

Minute on No. 30.

See Minute on No. 23 for decision.

It is intended that the papers are to go for noting and preparation of deeds before the last paragraph of the decision of the 19th August, 1877, has been carried into effect—*i.e.*, that Mr. Chauvel should be required to pay for the improvements at a valuation.—C.E.F., 21st March, 1878.

Mr. Edwards (Auction Branch).

1877-8.

—
LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

—
REPORT FROM THE SELECT COMMITTEE

ON

PATRICK NUGENT'S CONDITIONAL PURCHASE;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE,

AND

MINUTES OF EVIDENCE.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,
3 April, 1878.

SYDNEY: THOMAS RICHARDS, GOVERNMENT PRINTER.

—
1878.

1877-8.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

VOTES No. 43. TUESDAY, 19 MARCH, 1878.

10. PATRICK NUGENT'S CONDITIONAL PURCHASE (*Formal Motion*):—Mr. Day moved, pursuant to Notice,—
- (1.) That a Select Committee be appointed, with power to send for persons and papers, to inquire into and report upon the Conditional Purchase made by Patrick Nugent.
 - (2.) That such Committee consist of Mr. Farnell, Mr. Hurley (*Hartley*), Mr. W. C. Browne, Mr. Murphy, Mr. Thompson, Mr. Copeland, Mr. Leary, Mr. Baker, Mr. F. B. Suttor, and the Mover.
 - (3.) That the Return to Order in reference to the case, laid upon the Table on 2nd July, 1877, be referred to the Committee.
- Question put and passed.
-

VOTES No. 52. WEDNESDAY, 3 APRIL, 1878.

4. PATRICK NUGENT'S CONDITIONAL PURCHASE:—Mr. Day, as Chairman, brought up the Report from, and laid upon the Table the Minutes of Proceedings of, and Evidence taken before, the Select Committee for whose consideration and report this subject was referred on 19th March, 1878. Ordered to be printed.
-

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1877-8.

PATRICK NUGENT'S CONDITIONAL PURCHASE.

 REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, appointed on the 19th March, 1878,—“with power to send for persons and papers, to inquire into and report upon the Conditional Purchase made by Patrick Nugent,” and to whom was referred, on the same date, “the Return to Order in reference to the case,”—have agreed to the following Report:—

1. Your Committee having examined the witness* named in the margin, and fully considered the printed papers referred to them, find that Patrick Nugent was deprived of his conditional purchase to make way for pre-emptive purchases under the Orders in Council, the position of which had not been defined, either on application or afterwards, prior to such conditional purchase, and which had lain dormant for eight years.
2. That the said Patrick Nugent thereby lost improvements to the extent of £628 10s. 11d., in addition to which he incurred very heavy law costs in defending his right to the said conditional purchases.
3. Your Committee being of opinion that the said Patrick Nugent lost his selections through no fault of his own, recommend his case to the favourable consideration of the Government.

GEORGE DAY,
Chairman.

No. 3 Committee Room,
Sydney, 2nd April, 1878.

4

PROCEEDINGS OF THE COMMITTEE.

TUESDAY, 26 MARCH, 1878.

MEMBERS PRESENT:—

Mr. Day, | Mr. Murphy,
 | Mr. Hurley (*Hartley*).

Mr. Day called to the Chair.
Entry from Votes and Proceedings appointing the Committee, and referring Return to Order in reference to this case,—*read* by the Clerk.

Return to Order referred, before the Committee.

Committee deliberated.

Ordered,—That Mr. Patrick Nugent be summoned to give evidence next meeting.

[Adjourned to To-morrow, at *Eleven* o'clock.]

WEDNESDAY, 27 MARCH, 1878.

MEMBERS PRESENT:—

Mr. Day in the Chair.
Mr. Leary, | Mr. Murphy,
 | Mr. Hurley (*Hartley*).

Mr. Patrick Nugent called in and examined.

Witness withdrew.

Committee deliberated.

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

TUESDAY, 2 APRIL, 1878.

MEMBERS PRESENT:—

Mr. Day in the Chair.
Mr. Copeland, | Mr. Murphy,
 | Mr. Hurley (*Hartley*).

Chairman submitted Draft Report.

Same read and agreed to.

Chairman to report to the House.

1877-8.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON

PATRICK NUGENT'S CONDITIONAL PURCHASE.

WEDNESDAY, 27 MARCH, 1878.

Present:—

MR. DAY,	|	MR. LEARY,
MR. HURLEY (<i>Hartley</i>),	|	MR. MURPHY.

GEORGE DAY, Esq., IN THE CHAIR.

Mr. Patrick Nugent examined:—

1. *Chairman.*] You live at Tareutta? Yes.
2. Did you make an application, in 1864, to purchase a block of land on the Tareutta Creek? Yes; on the 7th April, 1864, I made an application to purchase 120 acres on the Tareutta Creek, on the west bank, and gave a true description of it.
3. Were there any improvements on that land you applied to purchase? Not one stick.
4. On whose run was that land? Mr. Thomas Hodges Mate's.
5. Had Mr. Mate any purchased land on that creek at that time? Yes, 2,916 acres in a block.
6. Was that land taken up under pre-emptive right, or was it auction sale land? It was taken on pre-emptive right, or under some special purchase regulation, I cannot say which—it was taken up in right of his lease.
7. How long was it after you entered into possession before any objection was raised against your possession of it? I took up the ground in April, when Mr. Mate was in Sydney in attendance upon the Legislative Assembly, of which he was then a Member, and he came home in June, when he said to me that he had applied for the ground there. It was three months after I took it up.
8. Did he tell you you had to give the land up? He did, but I told him I had paid the Government for my land, and it remained with the Government to give it to him or to me. I asked him if he had paid for it, and he said he had applied for it, but that the applications were lost.
9. That was the first time you received any word about the land being in dispute at all? Yes.
10. How long after that did you receive any notification from the Government, or did you receive any notification from the Government at all? The first word I received after that was in the month of November, when the licensed surveyor from Albury, Mr. Thos. Berry, came to Tareutta, and he told me he had instructions to measure the land for Mr. Thomas Hodges Mate, and that he also had instructions to measure the land for me, and that if Mr. Mate's application overlapped mine, I would have to shift; if not, he would measure my land also. When Mr. Berry measured the same land, I do not know whose it was, but he measured a portion of land which he said was for Mr. Mate, and left a gap of 8 chains between my application and the measured portion. Next morning Mr. Mate came up to the surveyor, and told him he would not take the land as it was measured. I then found there was a dispute about the land, and saw Mr. Macleay in November. I told him to make inquiry in Sydney if I was to get the land or Mr. Mate. On the 6th January, Mr. Macleay wrote me word back saying that he had made inquiry into the difficulty, and that my claim for the land as a selection in no way interfered with Mr. Mate's claim for land under pre-emptive right; that he found upon inquiry being made into the matter, that the one application did not interfere with the other in any way whatever. That was all I heard at that time, and I considered then that my claim was right.

Mr. P.
Nugent.
27 Mar., 1878.

Mr. P.
Nugent.
27 Mar., 1878.

11. Did the surveyor after measuring this portion measure your land? He only measured one portion—he did not measure mine at all.
12. Why? He said Mr. Mate would not let him; he said he would not have the land unless he got all. The next thing was, the same surveyor came again some months after, and he measured another block on the south of the first block, and he then overlapped my block by 12 chains.
13. Then it took in the whole of your land? It took in 120 acres and 12 chains over.
14. What took place then? Mr. Woods came then to look over this land. Mr. Mate was not satisfied then because I had some ground improved then on the 120 acres—some improved on the Government ground on the south. I asked Mr. Woods then if the ground outside on the south was claimed by Mr. Mate, and he said no, it was not claimed then. I thought if it was not claimed I would not lose what improvements I had made—some huts, some cultivation, and the grave of my mother—and went to Wagga Wagga and selected 90 acres; this just overlapped Mr. Mate's second claim by 3 chains. He got a surveyor to come afterwards and extended the south line 2 chains till the line went between two huts. As Mr. Mate was not satisfied, the surveyor came again some months or it may be twelve afterwards and extended the line of the land, until he took in grave, huts, improvements and all.
15. What took place then? That is so far as I know with regard to the ground measured. Several letters passed between myself and the Government upon the subject. I addressed a memorial to the Governor, in which I stated my case fully. I said that the land had been taken from me through no fault of my own, that before taking the ground I had gone to the Land Office, that I had obtained a map of the county, and found that there was nothing to stop my taking the land up; that at the second time when I took up the 90 acres I had a lawyer with me, Mr. Willans, who examined the maps, and made every inquiry and found there was nothing to stop me from taking up the land. I took that as an additional conditional purchase adjoining the first.
16. You were under the impression that no line would satisfy him on Tarcutta Creek unless it embraced your land? Yes, so it seemed; and the Government allowed him to extend the lines chain after chain.
17. As soon as your land was embraced he was satisfied? Yes, he stopped there.
18. After this measurement did you get any notice from Mr. Mate to give up possession? Yes, he came to me and wanted me to come to some arrangement with him. He said "What arrangement are you willing to make?" I was at dinner at the time, and he called me outside. I said I had taken the land for the purpose of making a home of my own, and I did not want to make any arrangement with him or any other person.
19. What did he offer to do? He did not offer to do anything. Yes, at first he offered to pay me for any improvements that would be of any value to him.
20. What was the value of the improvements then? £90 or over.
21. Had you at this time received any communication from the Government stating that you had taken up land belonging to Mr. Mate? The first letter I received was from Mr. Adams, the Surveyor General, saying that the land I had taken up was on ground claimed by Mr. Mate, and that Mr. Mate would pay me for all improvements if I would consent to shift. I said I would not consent to shift for Mr. Mate—as I had taken up the land, had paid for it, I would keep it. That was the only letter I received from Mr. Adams; whatever others I had came from the Lands Department.
22. Did Mr. Mate enter an action against you in the Supreme Court to recover the land? Yes. When Mr. Mate found he should have a Government guarantee to pay his law expenses, he told me he should go to law, and I said the sooner he did so the better, as the sooner I should get the land.
23. He commenced proceedings? Yes.
24. At the Supreme Court? Yes.
25. To eject you from the land? To eject me from the land.
26. Where was the case tried? At Wagga Wagga.
27. Before what Judge? Judge Faucett.
28. What was the verdict? The verdict was in my favour, pending the decision of the full Court in Sydney.
29. Then the verdict was in your favour at first? Yes, but Mr. Mate appealed against the decision to the full Court in Sydney, which was again in my favour; Mr. Mate then appealed to the Privy Council, but withdrew that appeal, and entered a fresh action of ejectment against me at Wagga Wagga, relying on some old applications instead of his deed. He relied on his deed at first, and on his old applications afterwards.
30. In what year was that case tried? The last time in 1868.
31. Before a Judge and Jury? Before a Judge and Jury, Judge Cheeko.
32. What was the result of that trial? The same as the first, only on Mr. Mate's side leaving it open for decision by the full Court in Sydney, when it was decided in Mr. Mate's favour, and I was dispossessed by force.
33. After this last suit of ejectment against you were you ejected from the land? I was ejected from the land by force; I was living on my own 90 acres, which was not allowed to be tried for in the Court.
34. Who put you off the land? A bailiff from Wagga Wagga, named Inglis. He came to the place and asked me if I would give up peaceable possession, I said no, I would not give up possession except by force. He asked me whether if he laid his hand upon me that would do, and I said yes. He had a policeman with him, and put his hand upon me, asking if that satisfied me, and I said yes.
35. What was the value of the improvements at the time you were ejected from the land? The value of the improvements, according to my declaration, was £500 on both lots. Some of the improvements stand there yet.
36. Did you leave that part of the country then? No, I made a selection on the roadside where my things were put by the Sheriff. I had no way of shifting at the time.
37. Did you then make any application to the Government for compensation or redress? Afterwards I sent a memorial to the Governor, and received an answer that the Government could not admit that I had any claim for relief. I then wrote back to the Minister for Lands, saying that if I were to get compensation it must be through the Parliament, and that I had not applied to the Governor for relief, as the memorial had, by the mistake of my attorney, Mr. Windeyer, been addressed to the Governor instead of to the Legislature. That I had sustained loss by the neglect of the Government, and was entitled to compensation. The matter has laid over ever since.

38. Did you ever get any promise from the Government that compensation should be granted? Mr. Macleay, when he was a Member, just before the Parliament broke up, wrote me that Mr. Farnell had said he would come to some determination on the matter when the Estimates were being drawn up, or something to that effect—that is all the promise I ever had.
39. Did the question of compensation to you or to Mr. Mate ever come before the Parliament? Yes. Mr. Mate put in his claim to the Government for his law expenses, and a sum of £550 odd was put upon the Estimates; and, I think, when the question came under the consideration of Parliament, there were twenty-seven Members in favour of giving me compensation, and seven or eight on Mr. Mate's side.
40. What you mean to say is, that twenty-seven Members were in favour of your name as well as Mr. Mate's being included in the vote for compensation, and seven against it? Something of that kind. I know that a majority of the House were in favour of giving me something as well as Mr. Mate.
41. The House would not consider Mr. Mate's claim for compensation without your case was taken into consideration at the same time? Yes.
42. Have you had a copy of this paper (*referring to the papers referred to the Committee*)? Yes.
43. Have you read them? Yes.
44. Was anything done by the former Minister for Lands with reference to compensation to you? I think you will see, by looking at the latter end of the papers, that the matter was referred to the Crown Solicitor to see what I was duly entitled to, and that he said he had not time to look up the papers.
45. At the top of page 33 there is a note signed J.S.F.—“Mr. Mate was informed in 1871, by direction of the late Minister, that the amount would be placed on the Estimates, but it appears to have been afterwards struck off. Submitted, 1st Dec. The matter will be considered with the view of placing the amount on a future Estimate. The amount was withdrawn from the Estimates of 1872, while under discussion in the House, upon the ground that Nugent also should receive compensation.” Is that the decision of the House to which you have referred? I suppose so.
46. In a letter to the Minister for Lands, signed Patrick Nugent, you have given a list of improvements and their value, upon the land when you were ejected? Yes.
47. That amounts to more than £500? £500 was what I made the declaration for; the total value of the improvements was £628 10s. 11d. This, with the cost of the two actions, made £858 1s. 11d.
48. Did you ever receive any answer from the Minister for Lands after you sent in this application for compensation to the amount of £858 1s. 11d.? I had no answer to that, except from Mr. Macleay.
49. You received a letter from Mr. William Macleay, dated 10th June, 1874? Yes.
50. In which he said that Mr. Farnell, the Minister for Lands, would consider your claim in the preparation of the next Estimates? Yes.
51. Did you receive no reply to this memorial? No.
52. Then on the 4th March, 1875, you addressed another letter to the Minister for Lands? Yes.
53. In fact you represented your case fully in that letter? Yes, and I got no answer to that letter. (*The Chairman read the notes appended to the letter referred to.*)
54. Do you notice upon your letter No. 114, that your claim for compensation was admitted by the Under Secretary? I never received any answer from any Government officer.
55. I am speaking with reference to the papers now before the Committee? I see the note made on my letter, and I believe the Government considered that I was entitled to get compensation.
56. Did you send a petition to the Governor in reference to this case? I authorized Mr. Windeyer, the Solicitor, to write a petition to Parliament, and he addressed it to the Governor, and I received an answer that the Governor did not see that I was entitled to any consideration.
57. Does that petition appear in these papers? Yes.
58. How many petitions are there? One is a memorial, and the other a petition.
59. Will you point them out? (*The witness referred to the papers Nos. 102 and 109.*)
60. In your petition to the Minister for Lands, you stated that you considered you were entitled to £800 compensation? Yes.
61. Do you consider now that you are entitled to the same amount? I consider that it would not half pay me.
62. You consider that you were misled by the Government—? I was misled by the Government, and put to loss from the day I took the ground to the present time.
63. There was nothing to lead you or anybody else to believe when you took up this land that it was not open to conditional purchase? I thoroughly believed it to be open, and I made every inquiry about it from the Land Agent. I bought a map of the county and examined it. I thoroughly described the land when I bought it and paid the deposit on it.
64. Then you took every precautionary measure to protect yourself, and to guard against taking up land that was not open to selection? I took every step that a man could take to guard against any contrariness.
65. *Mr. Hurley.*] Did Mr. Mate warn you against intrusion upon the property at the time or before you had made any improvements? No, Mr. Mate was in Sydney attending on Parliament at the time I took up the land.
66. He did not warn you? He did not till he came home; and he then came to me and said I was on land he had applied for. I asked him to show me the boundaries and he could not.
67. At this time you speak of, when Mr. Mate came to you, had you made improvements on the land to the value of £10? I had made more than that.
68. At the time of Mr. Mate's return from Sydney, had you made improvements on the land to the value of £20? I had made improvements to the value of over £90. I had been three months on the ground, and had employed seven men besides my brother and myself; 9 acres had been cleared and stumped ready for the plough.
69. Did Mr. Mate promise to pay you for your improvements if you would retire from the land? Mr. Mate told me that if I would give up the land he would pay me for any improvements that were of any value to him.
70. When did you make application for these 90 acres of land? On the 12th April, 1866.
71. Who was the agent you refer to who informed you that the Government was about to place a sum on the Estimates? An agent named Withers.
72. Did you receive a letter from Mr. Withers in relation to it? Yes, to say that the Minister was going to place a sum on the Estimates; and he sent in a bill for fifteen guineas.

Mr. P.
Nugent.
27 Mar., 1878.

Mr. P.
Nugent.
27 Mar., 1878.

73. Is that account in the printed papers? No, but it is in the department; I enclosed it to Sir John Robertson.
74. You are aware that when Mr. Farnell stated that he would take into consideration the propriety of reimbursing you when he considered the case of Mr. Mate, he did not make an absolute promise that a sum should be placed upon the Estimates? I could not state what was said, except from Mr. Macleay; I received no word from Mr. Farnell myself. I state nothing but what I know myself.
75. Mr. Farnell stated only that he would take it into consideration? So I understand.
76. You are aware that the Secretary for Lands informed Mr. Mate that the Government were prepared to support him or should support him in ejecting you from the land? Mr. Mate told me that the Government had guaranteed to pay his expenses if he went into Court.
77. You are aware that a letter from the Under Secretary for Lands was addressed to Mr. Mate, in which it is stated, "I am directed to inform you that the Honorable the Attorney General has advised that the Government ought to support you in this matter, as you paid for and obtained the grant of the land in question"—Is that the grant of land now referred to by you? That is the grant of land I was dispossessed of.
78. *Mr. Leary.*] When Mr. Mate told you that the land which you had taken up had been applied for by him, did he say how it had been applied for? No, he did not.
79. Did he say when it had been applied for? He did not.
80. Did you not seek any further information? I asked him to show me the boundary-mark and he could not. He said—"That fence across the creek is on my run," that was on the east bank. I said—"Is this fence on the west bank, running south, on your line?" "Yes," he said, "I declare to my God it is." I said—"It is not—those fences do not run with the cardinal points."
81. *Chairman.*] Then if you had been 2 or 3 miles further down the creek he could have claimed in the same way? He could have claimed in the same way, as the Government allowed him to amend his applications.
82. *Mr. Leary.*] When did the Government allow Mr. Mate to alter his applications? After I was on the ground—after the first measurement of Mr. Berry for me.
83. *Mr. Mate.*] How do you prove that? It is shown by these papers, I believe.
84. That after you had selected and was living on this land Mr. Mate amended his applications, made some years before, so as to take in your land—is that so? By these papers it appears that Mr. Mate had applied years before for two sections, not describing them except as on Tarentta Creek; and when I was on the ground and the matter came to be disputed, he made a more distinct application for two sections on the east and two on the west bank, two of them to be 320 and two 160 acres each. Instead of getting these four sections he gets six.
85. Though he applied only for four? Though he applied only for four, according to my reading of these papers.
86. Did these four sections, or any portion of them, that he applied for in this amended form, take in the whole of your land? Two or three of them took in the whole of my land, according to my opinion, and I was with the surveyor every day while the ground was being measured.
87. After the conversation you have mentioned with Mr. Mate, did you go to the Survey Office and state that Mr. Mate had claimed your land by virtue of some previous application? I went to the office of the land agent at Wagga Wagga.
88. And Sydney? Not to Sydney, except through Mr. Macleay, to whom I wrote in November, and he replied on the 6th January.
89. To what effect? He said that the claim of Mr. Mate did not interfere with mine.
90. *Mr. Murphy.*] It was the amended application put in by Mr. Mate that took in your ground? Yes, according to my opinion.
91. An application made subsequently to your taking it up? After I took up my land.
92. What improvements had you upon the ground when you first became aware from Mr. Mate that he had a claim to it? I had three huts, and £90 worth of cleared ground.
93. And this calculation made by you of your improvements on the 120 acres of £347 19s. 11d. you believe is the actual value to you? That is the actual value according to my declaration.
94. On the 90 acres what do you value the improvements at? I brought it up to £500 at the time I made the declaration, but that was a long time before I was dispossessed of the ground.
95. What I want to know is, what was the value of the improvements on the 90 acres returned by you to the Government? I could not give it exactly now. I put it down at the time I made the calculation, but I have not a very good memory for figures.
96. *Mr. Hurley.*] You say you have read these papers? I have read these papers, but not so as to commit them to memory. What I have stated here has been from my own memory, and not from these papers.
97. Refer to No. 66—Mr. T. H. Mate to the Surveyor General: "Although I most respectfully demur to such a condition, having warned Nugent of his intrusion before he had made improvements to the value of £10, yet as I had promised to pay him a fair value for any improvements serviceable to me, I have in fulfilment of that promise proffered to pay for the improvements effected by him; but Nugent most positively refuses to accede to any proposals."
98. Is that letter correct or untruthful? There is not one word of truth in it, because the improvements were on the ground when Mr. Mate came to me.
99. How long had you been in possession of the land at the time Mr. Mate refers to as having made this proposal to you? I do not know, for he was there every week after he came home; but he told me at one time that he would pay me for any improvements that were of any value to him.
100. How long after you had taken possession of the land was it before Mr. Mate came home? Three months.
101. Were you on the land yourself for those three months? Yes, myself, my brother, and other men whom I employed from the day I took possession. Mr. Mate came in front of the door on his horse while I was at dinner —
102. *Mr. Leary.*] This application of yours is dated 12th April, 1866? That is for 90 acres additional conditional purchase.
103. What is the date of the first? 7th April, 1864.
104. This letter read by Mr. Hurley, 14th May, 1866, was written two years after you had applied for and been on the land—you had been two years in possession of the land at the time this letter was written? Yes.

Mr. P.
Nugent.

27 Mar., 1878.

105. *Mr. Hurley.*] You had been only three months in possession at the time this conversation took place, and this proposal was made by Mr. Mate? Yes; it was about the 20th June if I recollect rightly.
106. When about £90 worth of improvement was made upon the land? Yes.
107. And he proffered——? To pay for any improvements that were of any value to him.
108. Did Mr. Mate amend his written application after you had possession of the land? I cannot speak of the date of Mr. Mate's application further than these papers say. I refer to letters No. 9 and No. 28. The lines applied for were allowed to be shifted after.
109. *Mr. Leary.*] Did any of these descriptions given by Mr. Mate to purchase by virtue of his pre-emptive right cover the land you applied for under conditional purchase? When I first took up the land they did not; it was by extending his lines south that he took in my land.
110. *Mr. Hurley.*] You took up the land in April, 1864? Yes.
111. Do you remember whether there was any application from Mr. Mate prior to this? I do not know.
112. You are sure the date upon which the surveyor came was the 8th November? The 8th November—I am positive about that, because I wrote at once to Sydney about it to Mr. Macleay, when I thought there was likely to be a dispute. (*The witness referred to No. 37.*) That was three months after I took up the land, the 7th June, 1864.
113. The first application of Mr. Mate was eight years prior to this letter? For two sections, but not for four.
114. Then your argument is that Mr. Mate had taken up the land indefinitely? He had no title to it.
115. Does he not, in making this application, make reference to certain improvements? That is as to the 2,916 acres—not the land I was dispossessed of.
116. *Chairman.*] Which run did you select on? Umutbee.
117. What length of frontage has that run to the east and west bank of Tarcutta Creek? About 13 miles frontage to the creek on both sides—the creek is in the centre of the run.
118. Then, in point of fact, if you had taken up your land on any portion, he could have shifted you under this ambiguous description? He could have shifted me for 20 miles on the creek, as both Tonga and Umutbee extend 20 miles along the creek.
119. Have you any witnesses you would wish to have examined? I have no witnesses excepting Mr. Macleay, and if he were wanted he would speak to the facts.
120. *Mr. Leary.*] Are the only descriptions given by Mr. Mate those in No. 1 and No. 9 in the papers? Those are the only two descriptions; there are only two applications based on these last ones.
121. *Chairman.*] The Committee wish to know definitely and distinctly, as nearly as possible, the amount of loss you have sustained by being ejected from this land? Taking everything into consideration, I am at over £2,000 loss. If I were put on my oath I would not go through the same for £2,000.
122. *Mr. Hurley.*] Have you seen this property lately? Yes.
123. Is the vineyard improved? It is lying waste—not a hand's turn has been done since I left; the only thing Mr. Mate has done is to remove part of the fence.
124. *Mr. Leary.*] I suppose your petition comprehends the losses you have sustained? The value of the improvements and the law expenses—not any of the rest.
125. How much did this amount to? £358 1s. 11d.
126. You were then out of possession of the land? I was then dispossessed of the land.
127. How could you claim more than that? I am not claiming more than that, but Mr. Day asked me what I considered was the whole loss I had sustained. This is the mere value of the improvements and law costs, but does not include loss of time, travelling expenses, and other things.
128. *Chairman.*] The money paid into the Treasury is not included? No, that has been refunded.

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

ROBERTSON BROTHERS *v.* GEORGE DAY.

(PETITION FROM CONDITIONAL PURCHASERS.)

Ordered by the Legislative Assembly to be printed, 16 May, 1878.

To the Honorable the Speaker and Members of the Legislative Assembly of the Colony of New South Wales.

The humble Petition of the undersigned Conditional Purchasers of unimproved Crown Lands,—
SHOWETH:—

That from judgment of the Supreme Court in Banco in favour of defendant in the case of Robertson Brothers *v.* George Day the Younger, brought to by the construction of 31st clause of the "Lands Act Amendment Act of 1875," the plaintiffs have appealed to the Privy Council.

That an Association of Pastoral tenants has been formed in the Riverine District to prosecute this and similar cases, and plaintiffs have been supplied with funds to carry on this case.

That the defendant is not possessed of means to be represented before the Privy Council.

That in the event of the Privy Council reversing the said judgment a great number of selectors will be wholly ruined, as a great many cases depend on the result of this one.

That your Petitioners, and others have selected land on the faith of the opinion of the Attorney General, acted on by the Minister for Lands, and which opinion has been upheld by the said judgment.

That your Petitioners, under the circumstances before set out, humbly submit that this is a case in which your Honorable House should take such steps as would enable the defendant to be represented before the Privy Council on the hearing of the said appeal case, and so that the case may be fully argued on both sides before that final tribunal, and that right may be done by a number of selectors, and thereby probably save them from ruin.

Your Petitioners therefore humbly pray that your Honorable House will be pleased to take such steps in reference to the said appeal case as to your Honorable House may seem expedient, and your Petitioners will ever pray.

[Here follow 119 signatures.]

1877-8.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

INTEREST DUE BY CONDITIONAL PURCHASERS.

(PETITION FROM CONDITIONAL PURCHASERS AT KAYUGA.)

Ordered by the Legislative Assembly to be printed, 29 January, 1878.

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

The Petition of the undersigned conditional purchasers under the "Crown Lands Alienation Act of 1861," residing at Kayuga, and its vicinity, near Muswellbrook,—

HUMBLY SHOWETH:—

1st. That the unprecedented continuance and severity of the present drought in this district has entailed such losses upon your Petitioners by causing their agricultural crops to be light and in many cases utter failures; and also their stock, cattle and horses, to perish for want of grass and water; that your Petitioners are deprived of their usual means of livelihood, and are unable to meet the interest now due upon the balance of their purchase money.

2nd. Your Petitioners humbly pray that your Honorable House will take the premises into your favourable consideration, and remit the interest now due, or extend such other relief to your Petitioners as in your wisdom may seem fit.

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

[Here follow 51 signatures.]

1877-8.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

MR. PATRICK GORMAN'S PRE-LEASE.

(PETITION FROM RESIDENTS OF LIMBKILNS.)

Ordered by the Legislative Assembly to be printed, 30 April, 1878.

To the Honorable the Legislative Assembly of New South Wales.

Whereas the following, the subject of this Petition, has been notified by the Honorable the Minister for Mines, as Member of the District, that a pre-lease of nine hundred and sixty (960) acres of land, in the parish of Jessc, county of Roxburgh, and Electorate of East Macquarie, applied for, on the 18th day of July, 1876, by Mr. Patrick Gorman, and gazetted in his favour on the 13th day of December, 1876, also on the 9th day of February, 1877, and paid for up to September, 1878, has of late been cancelled by virtue of a conditional purchase held by Mr. Henry Melton, or some member of his family, purchased from Mr. John Fogarty, the latter having a right of pre-lease joining this conditional purchase, and measured (we believe) by a licensed surveyor; but by Mr. Thos. Melton and others selecting therefrom has greatly decreased its size.

We, your humble Petitioners, consider it an injustice and breach of the Lands Act to cancel Mr. P. Gorman's pre-lease; but also to allow a transfer of Mr. John Fogarty's pre-lease (after being surveyed several years) to a distance of about one mile, thereby crossing the Limekilns and Upper Turon Road, and also two conditional purchases of Mr. Patrick Gorman's, merely to join and enlarge a pre-lease of two hundred (200) acres applied for by Mr. Melton, and gazetted in his favour on the 9th day of February, 1877.

Such being the subject of this Petition, we, your humble Petitioners, pray your Honorable House for a just and impartial investigation of this case, that no injustice may be done; and by doing so, we, your humble Petitioners, by the grace of God, will ever pray.

[Here follow 71 signatures.]

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

PATRICK RYAN.

(PETITION OF.)

Ordered by the Legislative Assembly to be printed, 14 March, 1878.

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

The humble Petition of Patrick Ryan, of Mousehole Creek, near Molong,—

RESPECTFULLY SHOWETH :—

1. That your Petitioner conditionally purchased certain portions of land at Mousehole Creek, near Molong, and occupied the same in compliance with the provisions of the Lands Act of 1861.

2. That a female infant named Smith, only about one year of age, also conditionally purchased on the same creek but never occupied her land. That when our respective lands were surveyed the creek was crossed and re-crossed for her so as to take in my house and cultivation paddock, her land being surveyed with six sides and six angles, depriving your Petitioner of the use or access to water.

3. That one portion of your Petitioner's land, after about twelve months labour on it, which stumped and cleared about twenty-five acres, was taken for a Reserve, situate at the Spring, and gazetted on the 3rd of August, 1866, but which spring and Reserve is fully one mile from your Petitioner's land.

4. That in both instances your Petitioner has suffered heavily in pecuniary matters; therefore your Petitioner prays that your Honorable House may be pleased to take these premises into your favorable consideration, and grant relief.

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

PATRICK RYAN.

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

MR. ANDREW M'DOUGALL.

(PETITION OF.)

Ordered by the Legislative Assembly to be printed, 13 February, 1878.

Unto the Honorable the Members of the Legislative Assembly, in Parliament assembled.

The Memorial of Andrew M'Dougall, of Kelso Place, Singleton,—

HUMBLY SHOWETH:—

That in the year 1822, His Excellency Major-General Sir Thomas Brisbane, K.C.B., Governor of the Colony, promised to your Memorialist a grant of 2,000 acres of land on condition that your Memorialist took twenty convict servants.

That your Memorialist was unable to take the twenty convict servants, but got 1,000 acres of land with ten convict servants.

That His Excellency was pleased to promise that the remaining 1,000 acres of land would be reserved for your Memorialist when he should be in a position to take ten convict servants.

That your Memorialist, after the departure of His Excellency, came into a position to take the ten convict servants, as above.

That your Memorialist thereupon applied to the Colonial Secretary for the grant of the remaining 1,000 acres of land.

That the Colonial Secretary wrote to your Memorialist offering the said 1,000 acres of land at five shillings per acre. That your Memorialist declined to accept the grant on these terms, on the ground that it had been promised as a free grant.

That the Colonial Secretary promised to look into the matter, but that as far as your Memorialist is aware, did not do so, although repeatedly applied to.

That your Memorialist never got the land in question, nor any compensation for the same.

Your Memorialist, therefore, humbly prays that your Honorable House may be pleased to take these premises into favourable consideration, and grant to your Memorialist such relief as to your Honorable House may seem meet.

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

ANDREW M'DOUGALL.

Kelso Place, Singleton, 6th February, 1878.

1877-8.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

RESERVES FROM FREE SELECTION ON RUNS.
(PARTICULARS RESPECTING.)

Ordered by the Legislative Assembly to be printed, 4 April, 1878.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales on 13th July, 1875, That there be laid upon the Table of this House,—

A Return showing,—

“ The number of acres reserved from Free Selection, specifying the number
“ of acres reserved from Free Selection on each Run, and giving the name
“ of the Run and the name of the Lessee.”

(*Mr. Buchanan.*)

SUMMARY.

Name of Pastoral District.	Estimated Area of Reserves.
	Acres.
Albert	348,466
Bligh	1,191,428
Clarence	469,106
Darling	376,310
Gwydir	497,595
Lachlan	1,130,517
Liverpool Plains	854,053
Macleay	4,642
Monaro	40,862
Murrumbidgee	2,460,729
New England	268,723
Warrego	783,116
Wellington	1,259,963
Total	9,685,510

Exclusive of Gold Reserves and Reserves in the First-Class Settled Districts.

T. WARRE HARRIOTT,
Chief Officer, Occupation of Lands,
4 April, 1878.

RESERVES FROM FREE SELECTIONS ON PASTORAL RUNS.

Name of Run.	Name of Lessee.	Estimated area reserved.
Albert District.		
		Acres.
Albemarle (Outer)	J. J. Phelps	4,800
Basin Bank	Finlay & Allan Campbell	2,240
Berawinia, East	Honorable Alex. Hay & Simpson Newland	1,920
Blenalben, No. 1	T. L. S. L., and A. J. L. Learmonth	320
Bonley	D. M'Rae	5,120
Booborowie	Finlay & Allan Campbell	640
Boongumyarra	James Tyson	720
Brainerd	S. T. & S. G. Staughton	6,720
Do. (Outer)	Do.	7,680
Budda	W. H. Suttor	2,240
Butha Butha, No. 1	W. Wilson & S. Lindsay	224
Do. No. 3	Do.	416
Bunker's Creek	R. B. Smith	640
Blenheim Back Plains	J. J. Phelps	4,800
Clear Water, West	A. Tobin, R. Feehan, and M. P. Fitzgerald	3,840
Coonbaralla	H. B. Hughes	80
Coonbilly	A. Wilson & A. C. Wilson	1,375
Corega	Walter Duffield	10,560
Corallic, East	Sir Francis Murphy	1,920
Do. West	Do.	640
Do. Far West	Do.	640
Do. Lower East	Do.	640
Do. do. West	Do.	640
Cowary, East	T. L. & S. L. Learmonth	640
Culpaulin	D. M'Rae	10,400
Do. East	Thos. Chirnside	10,400
Do. do. (Outer)	Do.	5,760
Curranyale	Do.	8,580
Do. (Outer)	Do.	5,760
Do. Outer, Block B	Do.	640
Do. Outer Back Plains	Do.	5,440
Daubeny, North	Joseph Clarke	640
Dilkoosha, North	R. B. Smith	1,280
Dunlop, South-west	Samuel Wilson	9,600
Effluence, No. 3	The New Zealand Loan and Mercantile Agency Company (Limited).	960
Do. No. 4	Do.	1,130
Far West	James Blackwood & Chas. Ibbotson	1,920
Gambool	Alex. Middleton & Murray Rogers	1,280
Gipps (Mount)	James M'Culloch & R. Sellar	160
Goonerry	Samuel Wilson	1,920
Kambula (Outer)	R. B. Smith	320
Keilmun	R. M'Kenzie Ayre & F. Martin	4,050
Keiss	Do.	1,100
Kelly, Block No. 1	The Commercial Banking Company	1,440
Do. No. 2	Do.	1,600
Do. No. 3	Do.	1,120
Do. No. 4	Do.	1,600
Kenmare	Do.	320
Mary Mary	E. H. Acres	3,200
Do. Back	Do.	5,391
Manara North, No. 3	T. L. Learmonth & S. L. Learmonth	320
Merry	G. T. Suttor & F. W. Suttor	1,440
Do. (Outer)	Do.	640
Mere	Samuel Wilson	3,200
Minden	G. T. Staughton & S. G. Staughton	640
Do. (Outer)	Do.	8,000
Do. (Beyond Outer)	A. J. L. Learmonth	4,060
Mootwingee	Henry Raines	2,880
Moorabin	R. B. Smith	6,920
Mount Macpherson, East	Finlay and Allan Campbell	5,120
Do. Outer	Do.	640
Mucross	James Tyson	2,400
Mulyenery	Walter Duffield	8,320
Myali	Honorable Alex. Hay & Simpson Newland	5,120
Narrawa	The London Chartered Bank of Australia	1,280
Nettallie	D. M'Rae	7,720
Newfoundland, No. 2	Samuel Wilson	1,920
Do. No. 1	The Commercial Banking Company	3,200
Onondoo	G. T. & F. W. Suttor	1,920
Pamamaroo	H. B. Hughes	5,600
Do. (Outer)	Do.	2,560
Parkungi	R. B. Smith	2,560
Peery	The London Chartered Bank of Australia	1,920
Pelican Ponds, No. 1	A. Tobin, R. Feehan, & M. P. Fitzgerald	960
Do. No. 2	Do.	3,840
Do. No. 3	Do.	960
Peri, East	The London Chartered Bank of Australia	320
Potacingoga	S. T. & S. G. Staughton	9,120
Rostravor	R. B. Smith	640
Shannon Mount, No. 1	E. S. Bonney	960
Stony Ridge, No. 1	A. Tobin, R. Feehan, & M. P. Fitzgerald	320
Do. No. 2	Do.	3,200
Do. No. 3	Do.	3,200
Do. No. 4	Do.	4,160
Sturt's Depot Glen	The London Chartered Bank of Australia	1,920

Name of Run.	Name of Lessee.	Estimated area reserved.
Albert District—continued.		
		Acres.
Tallyawalka	T. L., S. L., & A. J. L. Learmonth	4,800
Do. Back	Do. do.	4,800
Do. Lower	J. J. Phelps	4,800
Do. South	Do.	4,800
Tankarook	Finlay & Allan Campbell	1,120
Teryaweynia	A. J. L. Learmonth	4,000
Thoulcauna, East	Honorable Alex. Hay & Simpson Newland	1,440
Do. West	Do. do.	1,440
Tungo North	Sir James M'Culloch & R. B. Smith	320
Do. South	Do. do.	960
Ularara East, No. 1	Sir Francis Murphy	960
Do. West, No. 1	Do.	960
Do. East, No. 2	Do.	640
Do. West, No. 2	Do.	640
Ullollo	The London Chartered Bank of Australia	2,560
Victoria, Block D	W. Peterson, J. Blyth, F. T. Sargood, & J. S. Peterson	1,400
Walker's 22 Camp	Alex. Hay & Simpson Newland	7,680
Wallandra	W. H. Suttor	3,200
Wambah	W. L. Reid & R. T. Reid	4,800
Do. East	Do. do.	4,800
Do. Outer	Do. do.	4,800
Warramutty, East	W. Wilson & S. Lindsay	160
Do. West	Do. do.	480
Weinteriga	Walter Duffield	6,080
Werimbela	S. T. & S. G. Staughton	6,350
Weelong	W. H. Suttor	3,200
Woytchugga	D. W. H. Patterson	160
Do. East	Thos. Chirnside	6,190
Do. do. Outer	Do.	8,640
Yaucowiuna Creek, South	The London Chartered Bank of Australia	240
Youngariguia	James Tyson	2,160
	Total area	348,466
Bligh District.		
Applepie	The Commercial Banking Co.	3,200
Armitree	George Richardson	3,200
Back Creek	Cary Perry	640
Baiagula	Jane Fletcher	4,800 } 53 } 4,853
Ballimore	Edward Flood	2,560
Barbigel	James Heane	256
Bearbung	George Rouse	640
Bebrue	John & Thos. Egan	1,280
Beery	Andrew Brown	1,280
Belabigil	Chas. M'Phillamy	1,433
Belar	Martin Shanahan & P. A. Jennings	770
Belgoreen	Francis Todhunter	10,228
Benana Rock	Robert Robinson	1,920
Biambil	Peter Luckie	2,540
Do. Old	Edmond Harvey	1,900
Bibbejibbery, Back	John & Thos. Egan	640
Bickanbeenie	Chas. M'Phillamy	40
Billibla	George Rouse	6,320
Bimble	H. B. Tomkins	3,200
Binnia	Duncan M'Master	3,210
Black Stump	D. M'Lean, W. Barker, & J. Barker	2,803
Bobrah	Richard Jackson	3,200
Bodangorry	The Bank of New South Wales	2,712
Bolaro	William Lowe	720
Bonebone	G. Rouse	2,560
Boonley	Isaac & George John Blekmore	3,380
Booranda	E. M'Guire & John Cafe	260
Boothaguy	George Rouse	3,840
Borgara	R. G. Higgins	3,840
Botheroe	Sir D. Cooper & Thos. Buckland	8,320
Breclong, New	F. W. Buchanan	8,991
Do. East	Alex. M'Ewen	2,600
Do. West	Mary Ann Mills	1,680
Bucker No. 2	The Australian Joint Stock Bank	640
Budgeong	do.	2,520
Buguldi	James Leslie	640
Buggil	Wm. Alison	9,472
Bugabada	The Commercial Banking Co.	1,280
Do. Upper	John Balfie	320
Bulgah	Wm. Alison	8,960
Bulgeraga	A. Cruickshank	2,560
Bulgogar	Edward Keep, Francis Day, & Wm. Murdock Ronald	2,560
Bulorora	Wm. Alison	7,840
Bundy	S. D. Gordon	6,620
Bundilla	Richard Nancarrow	4,160
Do. New	H. R. C. Bird	960
Bundenar	W. W. Brocklehurst	1,600
Bungebar	E. L. Moore	2,500
Burdenda	G. T., T. B., G. H., & T. Hunt	800

Name of Run.	Name of Lessee.	Estimated area reserved.
Bligh District—continued.		
		Acres.
Burran	Chas. Lowe	120
Burway (Gumalgadine)	The Commercial Banking Co.	7,668
Caigan	Andrew Brown	7,680
Calerivi	Geo. Rouse	1,920
Camboogle Cambang	The Commercial Banking Co.	497
Carl ganda	Thos. Wrigley	4,480
Carlingoingoi	Edward Caequin	3,280
Carrabear Back Block B	John M'Lean	320
Do. Back	Edward Flood	610
Carwell	Henry Wadge	1,753
Do. No. 2	Do.	1,280
Cobra	John Jones	1,496
Collembarawang	James Richmond	4,800
Do. New, No. 1	Do.	3,200
Colliburl	Alex. Cruickshank	6,400 } 3,200 } 9,600
Combarrah	The Australian Joint Stock Bank	4,000
Combogolong	Henry Bell	240
Coonanimon	M. Shanahan & P. A. Jennings	534
Coocynab Warrah	William Alison	4,188
Cookerbingle or Corarobingle	David Watt	6,888
Cookydown	A. Cruickshank	5,440
Coolaburragundy		84
Coonabarabran	J. B. Watt, W. O. Gilchrist, & J. Gilchrist	1,930
Coonamoona	Edward Keep, Francis Day, & W. M. Ronald	5,090
Cullengally	W. Ostler & S. Meers	47
Curianawa	Shanahan & Jennings	3,200 } 12,160 } 15,360
Cuttabulla	Andrew Brown	1,440
Dahomey	Wm. Alison	4,160
Do. No. 2	Do.	5,440
Dubbo	J. H. Stewart	4,535
Elong Elong	James Yeo	4,480
Emogandry	The Commercial Banking Co.	2,080
Eringanering	Geo. Rouse	3,720
Do. New	Do.	3,200
Eulawang	H. R. C. Bird	640
Euromedah	Ryrie & Alexander	3,447
Euroka	The English, Scottish, and Australian Chartered Bank	10,560
Fancy Ground	David Watt & Duncan M'Master	1,280
Galuragambone	Geo. Tailby, junr.	4,853
Gamber Gamber	G. Rouse	3,200
Geamoney		4,000
Geurie	The New Zealand Loan & Mercantile Agency Co.	83
Gewah Cowell	J. Jones	1,280
Gidginbilla, East	W. Alison	427
Gidgenbar	Do.	1,920
Gillawamah or Kollawarecnah	The Commercial Banking Co.	6,000
Gotta Rock	Robert Robertson	662
Grahway	J. Rutherford, W. B. Bradley, F. Whitney, & W. R. Hall	3,200
Do. Creek	Australian Joint Stock Bank	4,160
Guabothoc	John M. M'Quade	1,280
Do. No. 2	G. E. Trugnair, W. Bromfield, T. Bromfield, R. Bromfield, & Isabella Georgina Richmond.	1,600
Gungahma	Wm. Alison	3,440
Do. North	Do.	3,200
Do. East	W. Richards, junr.	3,200
Do. West	J. Rawsthorne	3,200
Gunning	J. G. Francis	2,560
Harbour, Old	John Samuel Smith	1,280
Hoblingrah (Manguil)	J. Richardson, W. Richardson, & P. Richardson	2,560
Honeysuckle	Duncan M'Master	3,036
Illurmagalia, West	Jane Harvey	7,200
Do. East	Alex. Ferguson	4,000
Inglega	James Richmond	7,040
Kickerbell	Thos. Cadell & Richard Weaver	640
Kirban or Curban	Edward Flood	2,560
Lagoons (Talbragar)	David Watt	1,090
Magometon	W. F. Buchanan	7,680
Manguil	R. Robertson	7,840
Marthaguy	J. Jones & E. Byrnes	2,560
Marthaguy Creek	John & Thos. Egan	640
Medaway	Thos. Paterson	1,931
Mandooran	T. Diggs & J. A. Cameron	2,240
Merebone	Mary Perry	2,400
Merrigala	James, Francis, & Henry Chas. White	320
Merrigal Marthaguy	J. H. Stewart	1,280
Merrimba	J. Taylor, S. Taylor, & W. G. Taylor	4,480
Merriossay	Wm. Alison	3,840
Do. Lower	Do.	3,200
Do. Upper	Mrs. Alison	3,200
Merry	J. Taylor, S. Taylor, & W. G. Taylor	4,480
Mickeygunnagal	Francis Conder	3,860
Mobala	J. Taylor, S. Taylor, & W. G. Taylor	7,889
Do. No. 2	Do. do.	1,952
Mogie Melori	A. Brown	2,560
Molle	John M. M'Quade	640

Name of Run.	Name of Lessee.	Estimated area reserved.
Bligh District—continued.		
		Acres.
Molyan Munning	G. Rouse	2,560
Moonal	C. M'Phillamy	1,920
Moorambilla	W. F. Buchanan	4,000
Mowlma	Julius Hellman	5,860
Mowlma No. 2, or Willanga	Do.	3,840
Mullingundry	The Commercial Banking Co.	2,240
Mumbcdah	Sir Danl. Cooper, Bart., & Thos. Buckland	5,120
Murrumbidgee	M. C. Maehardy	5,814
Murrungindy	The Commercial Banking Co.	3,840
Naran	Dugald M'Vicar	1,280
Narromine	J. Hughes & M. E. Maher	640
Neebel	John M'Master	640
Nimbia	P. H. Osborne	3,520
Ningear	J. B. Rundle & E. Parsons	3,600
Do. Lower	P. H. Osborne	3,520
Ningee	Do.	3,520
Nirangarie or Pine Ridge	David Watt	3,520
Noonbah	J. Taylor, S. Taylor, & W. G. Taylor	5,760
Oaky Creek, Large (Gundare)	Duncan M'Rae	6,110
Do. Little	J. M. Allison	4,800
Opposite Coonamble	The Australian Joint Stock Bank	3,300
Orandlbenia	G. Rouse	2,880
Parmidman	W. N. Kennedy, S. J. Kennedy, & M. T. Kennedy ..	1,280
Pekobutta or Pilkabutta	Robert Robertson	1,920
Peter Duffity	John & Thos. Egan	3,200
Pibbon	Geo. Rouse	1,280
Pier Pier, East	Wm. Alison	3,200
Do. West	Grant Morris	2,560
Pine Scrub	G. D. Lane	3,453
Quambone	J. M. M'Quade	2,240
Quondong	Andrew Brown	1,920
Queensborough Flats	D. M'Lean, W. Barker, & J. Barker	5,280
Rocky Station	M. C. Maehardy	2,795
Sussex	The English, Scottish, & Australian Chartered Bank ..	1,440
Tahrone	Wm. Alison	5,180
Tarrawinda	W. & A. Town	2,895
Tenandra	J. Richmond	9,240
Do. New, No. 1	Do.	3,200
Do. New, No. 3	Do.	3,200
Terembone N. & S.	G. W. Allen	2,560
Terranungamine	C. M'Phillamy	5,232
Tharambone	G. W. Allen	2,560
Tonderburn	A. Brown	3,513
Tongamba	Mary Perry	3,840
Do. West	Do.	640
Toolaman Flats	A. Brown	1,280
Tooolora	The English, Scottish, and Australian Chartered Bank ..	1,440
Toorawoonah	A. Brown	2,560
Tournable	W. Alison	3,560
Do. New	Do.	1,280
Troy	C. M'Phillamy	460
Tucklan Creek	James Atkinson	1,920
Thunder	James Edrop	1,280
Turawandie	A. J. Burcher	1,920
Turrigere	Blackwood & Ibbotson	7,040
Ulamabri	Shanahan & Jennings	5,720
Ulinda Creek	John M'Master	137
Ulomogo	Blackwood & Ibbotson	3,491
Ulundry or Ulandry	W. F. Buchanan	2,520
Umanga and Nauran	G. Rouse	5,040
Urabrile	Shanahan & Jennings	2,354
Urawilkey	Duncan M'Rae	2,560
Do. West	Do.	1,920
Urobulla	H. R. C. Bird	7,845
Walla Walla	The Commercial Banking Co.	3,200
Wallambrawang	Geo. Rouse	1,280
Wallangolong	Do.	3,200
Wallenani	E. M'Guire	1,600
Do. New	Do.	1,600
Wanbandry	H. R. C. Bird	9,920
Warran Creek, No. 1	R. G. Higgins	640
Do. No. 2	Do.	640
Warran Downs	Do.	5,120
Warree	James Patrick	760
Warrien	J. J. Capp & C. G. M. Capp	6,080
Weemoba	H. R. C. Bird	5,440
Weetaliba	John M'Master	2,062
Weribide	R. G. Higgins	640
Werigi	Ryrie & Alexander	3,200
Willera	John Flynn	8,480
Wollongong or Wallenbillen	Susannah Phillips	1,280
Wombobby	H. R. C. Bird	4,857
Do. New	Do.	1,440
Woorooboomi	M. C. Maehardy	2,880
Yalcogrin	Alfred Borden	3,200
Yamba Yamba	John Kenneth Mackay	2,880
Yarragrin	Geo. Rouse	2,560
Yarraman	W. Alison	1,600

Name of Run.	Name of Lessee.	Estimated area reserved.
Bligh District—continued.		
		Acres.
Yarrowall	A. Cruickshank	3,200
Yarrow Creek	J. Atkinson	1,344
Yooloomogo	Alfred Barden	280
Youie	G. D. Lane	3,468
Youlangra	Geo. Rouse	1,020
	Travelling Stock Reserves	475,290
	Total area	1,191,428
Clarence District.		
Acacia Creek	J. de V. Lamb	80
Ashby	Commercial Banking Company	4,060
Blake's Creek	J. & W. Zuill, junior	4,000
Bookookoorara	W. Pascoe	534
Broadmeadows	Commercial Banking Company	17,920
Bunalbo	M. C. Machardy	1,280
Bungawaulbin	Commercial Banking Company	1,760
Camira	Henry Bell	720
Cangi	C. J. Walker	2,958
Coaldstream	Australian Joint Stock Bank	7,680
Cunglebung	N. Maclean & J. Cowan	14,960
Dome Mountain	H. Barnes & T. H. Smith	1,160
Dyraaba	Do.	1,493
Eatonswill	G. & W. Mylne	19,240
Ellangowan	Commercial Banking Company	1,512
Ellerby	E. Atkinson	120
Ermington	C. G. Tindal	19,645
Etrick Forest	Barnes & Smith Bros.	1,658
Fairfield	Smith Bros. & G. Ware	15,680
Fairymount, now Kogle	Alexander M'Kellar	973
Gordon Brook	Barnes & Smith	3,200
Gurgarrow	G. W. Neale	320
Glen Ferneigh	R. Hargrave	6,720
Glenugie	S. Cohen	8,320
Head of Richmond	T. H. Sherwood	8,416
Kangaroo Creek	Peter Shea	175
Llanark Lodge	Australian Joint Stock Bank	4,000
Levenstruth	J. H. Munro	476
Lismore	M. C. Machardy	4,114
Little River	J. K. Howe	1,278
Maryland	M. H. Marsh	1,606
Mongogery	W. & F. Fanning	40,640
Murwulumbah	M'Manus & Healey	481
Newbold Grange	C. J. Walker	8,867
Newtown Boyd	Bank of New South Wales	640
Nymboida (Pandemonium)	S. Buchan	2,971
Ramornie	C. G. Tindal	14,080
Rosehill	E. Flood	572
Runnymede	E. Atkinson	2,483
Sandilands	M. C. Machardy	1,600
Southgate	J. Zuile	1,916
St. Cloud	J. D. & W. Brown	25,600
Strathden	Barnes and Smith	1,657
Tabulam	Mrs. M. Chauvel	20,172
Tempe	Barnes & Smith	640
Toumarah	J. E. Wolfe	3,793
Travellers' Rest	Commercial Banking Company	4,000
Tunstal	E. Flood	239
Tyalgrum	S. W. Gray & J. Bray	2,860
Tyringham	J. Perrott	18,000
Virginia	E. Atkinson	2,153
Wiangaree	W. C. Bundock	540-28,160
Winterville	J. Hann	19,200
Woorooloolgan	Griffiths & Fanning	3,070
Wyandah	Do.	41,740
York	Do.	833
Yugilbar	E. D. S. Ogilvie	27,200
Do. East	Do.	38,941
	Total	469,106
Darling District.		
Albemarle	J. J. Phelps	1,860
Albemarle, Outer	Do.	9,440
Albemarle East, Block C.	Do.	1,280
Albemarle East, Block D.	W. L. & R. T. Reid	1,280
Ana Branch	J. Crozier	960
Ana Branch, North	J. Crozier, Sen.	1,493
Ana Branch, East	D. & D. H. Cudmore	2,133
Arnel	J. Whyte	640
Arlington Plains, Block C.	J. J. Phelps	1,920
Arlington Plains, Block D.	Do.	960
Bengallow	J. Whyte	2,400
Bintullia	J. Dunne	960

Name of Run.	Name of Lessee.	Estimated area reserved.
Darling District—continued.		
Birrie	J. M'Donald, E. M. Bagot, and W. H. Chanock	640
Blenalben, No. 3	J. J. Phelps	2,880
Do. 4	Do.	2,240
Do. 5	Do.	2,880
Do. 6	Do.	2,880
Do. 7	Do.	1,280
Do. 8	Do.	2,560
Do. 10	Do.	1,920
Do. 11	Do.	4,480
Do. 13	T. L., S. L., and A. J. L. Learmonth	160
Blenheim	J. J. Phelps	3,880
Blenheim Back Plains	Do.	15,040
Boomancoll	W. Taylor	1,920
Boundary	J. H. Robertson	5,120
Bruce's Plains, No. 1	J. J. Phelps	3,200
Do. 2	W. L. and R. T. Reid	1,920
Do. 3	Do. do.	2,560
Burtundy, North	J. M'Donald, E. M. Bagot, and W. H. Chanock	2,880
Do. South	Do. do. do.	3,200
Clare, Block A.	W. Campbell	10,240
Do. B.	Do.	15,360
Do. C.	Do.	20,480
Clare North, Block A.	Do.	12,800
Do. B.	Do.	10,240
Coonahugga	J. Dunne	6,400
Culputerong	G. Fairbairn	1,920
Dolmorene	Do.	640
Eurilla	J. Crozier	853
Gail Gall	T. L. Brook, J. Service, and J. Ormonde	6,840
Henley	T. L., S. L., and A. J. L. Learmonth	17,660
Huco	W. L. and R. T. Reid	640
Illingerry	J. M'Donald, E. M. Bagot, and W. H. Chanock	4,480
Juanbung Back Run	J. Tyson	2,080
Kilfera, Block A.	W. Taylor	640
Do. K.	J. M'Donald and J. Matheson	3,200
Do. Q.	Do. do.	640
Do. P.	Do. do.	640
Do. Q.	Do. do.	2,560
Loocalle	W. J. T. Clark	640
Magenta	R. and A. Landale	3,200
Mallard	J. T. and R. Gibson	6,400
Mallee Cliffs	P. M'Farlane and K. M'Donald	640
Maine Lower	W. J. T. Clarke	1,600
Maine Upper	Do.	1,280
Matalong	J. Whyte	480
Meilman	Trust and Agency Company Australasia (Limited)	3,523
Moona	J. Crozier	5,280
Moorpu	J. Crozier	640
Nalaira	H. B. Hughes	2,560
Neilpo or Grand Junction	D. and D. H. Cudmore	1,440
Paika	W. Webster	480
Palinor	D. Cudmore and D. H. Cudmore	853
Paringi	P. Macfarlane	3,640
Paringa West, Block A.	T. C. Brooke	3,000
Parra	J. M'Donald, E. M. Bagot, and W. H. Chanock	2,560
Pelwalka	D. Macpherson	1,280
Police	M. Looman and J. Macintosh	5,440
Pooncaree	J. L. Phelps	9,782
Sturt's Billabong	D. H. Cudmore	2,560
Talyawalka	T. L., S. L., and A. J. L. Learmonth	5,920
Do. South	J. J. Phelps	3,640
Do. Back	T. L., S. L., and A. J. L. Learmonth	4,800
Do. Lower	J. J. Phelps	13,860
Tapio	T. C. Brooke	1,920
Tarcoola	J. L. Phelps	9,720
Tarrangara	J. M'Donald, E. M. Bagot, W. H. Chanock	1,920
Teryaweyna	A. J. L. Learmonth	7,840
Do. South	Do.	1,920
Do. Inner or West	Do.	2,240
Teltao	T. C. Brook	6,029
Tooran	J. Crozier	640
Toorincaca	W. L. and R. T. Reid	640
Turlee	E. Cohen and J. F. Maguire	5,390
Urntah	J. Pile	512
Do. South	W. M'Lean	1,792
Do. West	Do.	1,792
Waltragle	J. Crozier, Sen.	640
Wambah	W. L. & R. T. Reid	4,800
Wambah, Outer	Do.	4,800
Wambah, East	Do.	4,800
Westbrook	D. M'Pherson	3,413
Whitminbah	J. M'Donald and J. Matheson	3,200
Willilbah	W. Webster	640
Do. North	R. and A. Landale	640
Willotia	J. Pile	3,200
Yaltolka	Do.	1,920
Yarlialla	F. Taylor and J. & W. Brooks	1,365
Yarrowal	W. Webster	4,300

Name of Run.	Name of Lessee.	Estimated area reserved.
Darling District—continued.		
Yarrowal Back	W. Webster	480
Yartla	W. McLean	3,840
Yelkeer	G. Fairbairn	640
Total		376,310
Gwydir District.		
Argowan Plains	J. & T. Cooper	33
Banghect	J. Coongan	5,098
Beebo	W. Lalor	3,200
Bengalla	Do.	640
Big Leather	A. Town, M. Town, J. Onus, sen., & A. Benson	2,560
Bingera	A. McIntosh	12,240
Bimmgly	D. Eaton	830
Bingerang	J. W. Jackson & A. Harris	320
Blue Nobby	W. Russell	640
Booloroo	R. N., E. N., & F. King	3,370
Boonal	S. B. Dight	4,300
Boonaldoon	B. Richards, and J. & G. Williams	1,920
Boonangar	Right Rev. W. Tyrrell	1,280
Boonoona	A. Town, J. Onus, & A. Benson	1,280
Bugobilla	J. Brown	5,096
Bullerana	B. Richards, John and James Williams	650
Bulleme	Munro Bros.	6,624
Bumble and Gurley	C. Smith	3,277
Bunarbra, North, A	John Town	640
Do. B	Do.	640
Bunarbra, South, A	Do.	640
Do. B	Do.	640
Burradoon	The Bank of New South Wales	1,920
Cagildool	J. Single	1,920
Caidmurra	J. F. McMullen	2,560
Callyn or Umbug	The Bank of New South Wales	10,240
Carbucky	R. L. Jenkins	960
Carore	A. Town, M. Town, J. Onus, sen., & A. Benson	4,972
Carraa	S. Hoskisson	5,640
Cobbidah	W. Crowley	640
Collymangool	W. Pearse	1,920
Coolatie or Mandoe	C. & G. Codrington	4,000
Cootar	S. Hoskisson	1,760
Coppymurrambil	J. Browne	1,045
Coubal	T. Parnell	800
Cowmerton	Do.	320
Cropper Creek, Back Block	T. A. Adams	1,280
Cumbadello	T. W. Smart	3,456
Currangandi	J. Arndell	1,212
Derra	J. B. Watt	5,793
Derra Derra	J. R. Jones	4,538
Dundeen or Turrawa	J. Town	1,920
Eena	W. Russell	1,280
Eulourie	R. McDonall	1,280
Gunerai	T. A. Adams	6,014
Gengham	The Bank New South Wales	640
Gourable	Cooper Bros.	5,280
Gowinama	C. Bloxome	2,400
Goonal (Meroo)	J. B. Watt	2,626
Gragin	H. Gordon	4,250
Graman	H. Gordon	4,620
Gunnee	T. A. Stratford	4,580
Gunyer Wirldi	S. Cox	18,040
Gurrygedah	Bowman Bros.	1,500
Keera	D. Munro	2,120
Kelo	W. Pearse	640
Kenengobeldie	W. J. Dangar	680
Kunopia	Right Rev. W. Tyrrell	1,280
Lay Green	J. Gill	4,880
Lindesay	A. Cohen	1,280
Medgin or Merkin	A. Town, M. Town, J. Onus, sen., & A. Benson	4,659
Meroe	S. Burdekin	200
Merawa	R. Dines	4,852
Minna Minnane	T. W. Smart	1,480
Molroy	J. Coongan	11,040
Mungyer	E. Vickery	12,880
Morce	B. Richards, J. & G. Williams	640
Mosquito Creek	J. & T. Cooper	480
Mungie Bundie	Bank New South Wales	5,544
Myall Creek	W. J. Dangar	4,095
Murgo	Dangar Bros.	7,462
Noonah	A. Town, M. Town, J. Onus, sen., & A. Benson	3,840
Nepickallina	T. W. Smart	480
Oregon	A. McMillan	452
Pallal	A. Tange, H. L. Cousens, & G. E. Austen	4,163
Piedmont	D. Capel	640
Rocky Creek	J. Arndell	960
Singapore	A. A. Adams	3,280

Name of Run.	Name of Lessee.	Estimated area reserved.
Gwydir District—continued.		
		Acres.
Tanlari	Australian Joint Stock Bank	3,018
Telleraga	J. D. Single	4,480
Terry Mic-hic	Bowman Bros.	3,511
Trigamon	J. Campbell	2,650
Tukka Tukka	S. B. Dight	4,031
Tulloon	J. Gill	5,600
Tycanah	J. Pearce	960
Tyrreel	B. Richards, J. & G. Williams	8,565
Ulumbarecla	King Bros.	960
Wallangra	W. Russell	6,240
Wallonal	J. Pearce	480
Walbundunga	T. Parnell	640
Wee Bolla Bolla	Munro Bros.	2,845
Weeweelange	J. B. Watt	2,520
Welbon	A. A. Adams	320
Werrinah	Commercial Banking Company	1,280
Do. Upper	J. F. Doyle	1,280
Whaland	Doyle Bros.	1,280
Wirrah	J. F. M'Mullen	2,420
Wirrir	W. Pearce	7,920
Wyemo	W. Lalor	640
Yagobi	J. & T. Cooper	480
Yallaroi	Dangar Bros.	2,154
Yarrouah	Bank New South Wales	2,560
Yetman	S. B. Dight & E. M. Dight	9,969
	Travelling Stock Reserves	177,471
	Total	497,595
Lachlan District.		
Abbotsford	F. W. Armytage	640
Ann's Vale or Cungera	W. D. Campbell	1,510
Balabla, Lower	S. Caldwell	640
Do. Upper	Do.	320
Banglala, B.	M. Conway	160
Barralong	J. Gordon	480
Beabula	J. Rutherford, J. M'Culloch, and R. Sellar	12,085
Bellingerambil	R. A. Molesworth, T. W. Ware, and C. Muckennon	17,906
Do. Lower	R. A. Molesworth and T. W. Ware	1,600
Bena	J. Cox	2,600
Bendick Murall	J. Fring	1,024
Benduck	Severne Bros.	6,460
Bongerabijong	D. Ramsay	338
Berambah	T. Baillie	65,989
Berrembed	The Australian Joint Stock Bank	4,590
Benangaroo	B. M. Osborne	640
Billabong	Ricketson & Ghinn	4,139
Billabong Back	Do.	1,920
Billibong	H. Ricketson	3,200
Bunbajingel	D. M'Kellar & J. Holt	3,200
Borrema or Reedy Creek	M. Ryan	640
Black Range	W. J. & A. H. M'Bean	480
Bland Chisholms	J. Chisholm	213
Bland, West	R. Power, H. Power, A. Rudd, & T. J. Finlay	640
Bland	A. F. Gibson	1,478
Bland Plains, East	J. Chisholm	4,260
Do. West	R. Power, H. Power, A. Rudd, & T. G. Finlay	3,200
Blowclear	Broad Bros.	3,200
Boberoy	Smith Bros.	6,400
Bogandillon	J. Miller	640
Boga Bogalong	Gibson Bros.	1,793
Bogularo	S. Barber & J. Dale	160
Bogolong Julians	R. Julian	2,267
Bolagamy Gullman	M. N. Callaghan	4,480
Bolamble	The Trust and Agency Company Australasia (Limited)	3,200
Bonar	G. Lee	2,560
Do. South	Do.	2,100
Bolaro, North	Bank New South Wales	896
Bong Bong	G. Campbell	1,770
Boolegal	W. Campbell	3,200
Boolorree	D. M'Kellar	3,200
Booroowa	G. Allman & T. Laidlaw	792
Bonyco	W. Cottee & W. Allan	3,328
Bowring	P. Menchan	903
Brawlin	J. Fitzpatrick	2,560
Breakfast Creek	The Commercial Banking Company	4,336
Bribera Creek, head of	S. Caldwell	320
Bungergee	S. L. Learmonth	11,653
Brundah	B. Buchanan & H. Mort	3,404
Burrangong	J. White	4,937
Bundaburra	J. Strickland	3,963
Bundidgery	The Aust. Mortgage, Land, & Finance Comy. (Limited)	3,647
Bungaclofo (Pinpara Plains)	J. Tyson	7,588
Bungumbil	J. C. Welman	2,580

Name of Run.	Name of Lessee.	Estimated area reserved.
Lachlan District—continued.		
		Acres.
Burrangong, Little	The City Bank	631
Burthong	J. Gibb	2,378
Bygones	S. Tout & T. Kelly	320
Cadow	E. Jones	2,560
Cain (Uranoway)	J. F. M'Mullen	3,200
Calabash	W. Kelly & S. Parkman	2,762
Cannowly	R. A. Molesworth & T. W. Ware	320
Cargelligo	The Bank New South Wales	4,800
Carilla	J. Brewer & F. P. Hines	4,800
Carigabal	F. F. Gibson	1,203
Chidowla	E. Carroll	640
Clear Ridges	Ricketson & Flinn	1,920
Cold Water or Corong	Peter Tyson	6,290
Cumbamurra	S. K. Salting	700
Combisingi	J. & A. Broad	1,920
Condoulin	G. Lee	5,296
Coonon Point	Blackwood & Ibbotson	6,400
Coolegong Upper	The Commercial Banking Company	37
Cooraberrima	The City Bank	1,280
Cootamundra	J. Hurley	3,846
Copperbella	J. Lehaue	829
Coree	E. Evans	640
Cota	G. Campbell	1,280
Cowarby	The Australian Mortgage, Land, & Finance Company (Limited.)	7,040
Cowal	A. Stokes, J. Rawsthorne, & W. Richards	640
Cowra Rocks	G. Campbell	1,920
Craigengullen	H. K. K. Darlot	640
Crowther Creek	J. Pring	470
Cuba, now Kooba	W. Stanbridge & J. McGaw	12,626
Cucumla	J. Fitzpatrick	6,180
Cudgelong, or Paddy's Plains	The City Bank	2,901
Cunningham's Creek	H. Copeland	594
Currawang	J. Roberts	367
Curianga	H. Brown	640
Dananbilla	J. Chew	640
Demondrile	F. Johns	1,217
Derengabal	W. B. Onions	2,880
Duggan	M. & J. West	5,106
Dunderaligo	E. Allman & M. Murray	533
Euabalong	G. Frew	3,200
Knocks	The Australian Joint Stock Bank	4,480
Eubindery	W. Martin	4,480
Euglo	C. H. Barber & C. Burcher	108
Eunonyarcena	H. B. Ronald & G. M'Bain	5,872
Five-mile Creek	T. Drummond	640
Golong, East	Henry Brow	2,143
Do. West	E. Ryan	2,143
Gannain	The Bank of New South Wales	16,894
Geraldra	Davidson Bros. & A. Robertson	320
Goba Creek	P. Maloney, jun.	100
Gobagomlin	A. Booth	5,011
Gebarralong	Crowe & Carberry	2,240
Gogeldrie	Hebden Bros.	21,540
Do. East	Messrs. M'Neil	1,280
Gonowlia	J. & A. Broad	3,840
Goolagong	M. & G. West	930
Grogan Creek	W. O'Brien, jun.	960
Grong Grong, or Heifer Station	C. & H. Morgan	4,480
Grange, East	A. J. L. Learmouth	9,280
Do. West	Do.	541
Guagong	R. & T. Smith	6,400
Guyong	J. Moulder	2,080
Gulyo	Australian Joint Stock Bank	5,440
Gumud	Loughnan Bros.	3,200
Gundibendal	W. O'Brien	610
Gundewalla	J. P. Ryan	550
Honuna	R. Chirnside	1,920
Houlahan's Creek, South	J. Hurley	1,733
Do. North	M. Comans & P. Hefferman	1,733
Howlong	Messrs. Rudd	14,131
Hyandra, East	G. Budd	1,600
Do. West	E. G. Owens & T. Keely	4,800
Illalong	H. Brown	1,398
Iron Bong	The Australian Joint Stock Bank	3,200
Island	The Hon. J. Francis	2,560
Jemelong	C. M'Phillamy	2,300
Jeralgambeth	Australian Joint Stock Bank	100
Jollingryong	J. Dickson	3,200
Jugrong	W. M. Osborne	1,512
Junce	T. W. Hammond & J. Johnstone	2,880
Do. North	J. J. Donnelly	5,367
Kangaroooby	R. C. Ambrose	1,091
Keginni	J. Younghusband	2,560
Kener	J. Chisholm	1,600
Kikiama	P. Walsh	5,760
Kokibertoo South	The Trust and Agency Company of Australasia	6,510

Name of Run.	Name of Lessee.	Estimated area reserved.
Lachlan District—continued.		
		Acres.
Kolangan	The Commercial Banking Company	480
Kuryong	H. Browne	640
Kymo	J. Robinson	2,781
Manna, East	E. Jones	800
Marar	J. Cox	3,840
Marengo	J. T. Beaumont	3,389
Marrowie, North	J. Smith	5,440
Do. South	H. Cunningham & J. K. Smith	3,200
Maurleballe Creek	The Commercial Banking Company	1,280
Maudry	J. B. Watt & W. O. Gilchrist	2,880
Malonga, North	Australian Mortgage Land & Finance Company	1,920
Mea Mia	W. Cumming, F. Cumming, T. Armstrong, R. Grace Armstrong, & J. Armstrong	6,400
Memagong	A. Mackay	631
Morriganowry	J. Grant, jun.	581
Merrimerrigal	J. Brewer & F. P. Hines	1,600
Merrowee Back	J. Smith	3,200
Do. Beyond Back	Do.	2,560
Merrybandinah	S. White	8,760
Mickabil	The Hon. W. Campbell	4,800
Milbey	The Australian Joint Stock Bank	2,560
Milong	The Commercial Banking Company	505
Mungay	P. J. O'Donnell	2,032
Merool Creek	Messrs. Rankin	1,920
Moonbie or Block No. 9	The Hon. J. G. Francis	1,280
Moon Moon Curra	W. & C. M'Evoy	320
Moony Moony	E. J. Keane	6,645
Monbandool	J. Holloway, J. Holloway, jun., & E. Holloway	1,280
Moora Moora	C. M'Phillamy	3,520
Mooral Lower	R. A. Molesworth & T. W. Ware	640
Morangoral	The Oriental Bank Corporation	2,013
Mopperty	Do.	330
Morongla .....	.....	535
Mossgiel	J. Simson	1,280
Mugga Swamp	H. Ricketson	1,920
Mungolia	J. & A. Broad	2,880
Murelebale	G. M'Donald	2,560
Muttama	T. Broughton	4,108
Mylora	J. J. Garry	864
Nangus	J. Jenkins	8,448
Nanima	M. & G. West	2,880
Naradhan	J. Brewer & F. P. Hines	40
Narra Allan	J. Pring	640
Narraburra	Bank of New South Wales	320
Do. Creek	The Oriental Bank Corporation	1,280
Narrandarral	E. Flood	16,322
Native Dog Creek	The Commercial Banking Company	640
Nubba	J. F. M'Mullen	800
Ooma	O. Hinchcliff	4,980
Oura	J. F. M'Mullen	6,176
Papakura, No. 3	J. Simson	640
Pimpayimba	Blackwood & Ibbotson	8,000
Pinnacle	R. Feehily	640
Police Point	J. Rutherford, J. M'Culloch, & R. Sellar	7,440
Rookery	John Hurley	640
Sawyer's Flat	W. Grogan	1,120
Do. Creek	T. Scantan	160
Sebastopol, Block A	F. C. Brodribb	1,281
Sheep Station Creek	J. Loomes & J. Loomes, junr.	693
Stockimbingal	W. O'Brien	960
Terra Wonga	F. C. & K. E. Brodribb	1,280
Thelangering, East	The Australian Mortgage, Land, and Finance Co.	4,800
do. West	T. Darchy	14,720
Temora	J. Muepherson	640
The Rocks	Do.	640
Thononga, North, Upper	J. & A. Broad	5,440
do. Lower	W. Campbell	7,640
do. Upper, Outer	J. & A. Broad	5,440
Thononga, South	R. Chirnside, J. Bell, & R. Edgar	640
Tom's Lake	J. Wilkinson & R. A. Lidwell	640
Stockimbingall	William O'Brien	1,600
Tommabit	The City Bank	3,200
Tooyal	J. Holloway	16,640
Toopnick	J. Tyson	6,400
Towyel	C. M'Phillamy	3,200
Trigalana	O. F. Gibson	1,785
Do. East	Gibson Bros.	160
Unbalong	The Bank of New South Wales	11,000
Uabba	J. Dickson	2,560
Uar	The Trust and Agency Company of Australasia (Limited)	150
Uardry	W. Wragge, J. Hearne, & Jas. Hearne	7,700
Uglo, Block A	C. H. Barber & C. Burcher	6,720
Ulong	W. E. Stanbridge & J. M'Ghaw	3,840
Ulonga	D. Whittle, H. Paterson, & F. Paterson	4,800
Wayourigang	A. Stokes	6,817
Wedgegallong	B. M. Osborne	830

Name of Run.	Name of Lessee.	Estimated area reserved.
Lachlan District—continued.		Acres.
Wogan	T. M. Stuart	4,800
Wagonga	R. A. Molesworth & T. W. Ware	3,200
Do. Back	Do do	320
Waiko	Trust and Agency Company of Australasia (Limited)	722
Walandra, North	F. J. M'Mullen	3,200
Do. South	Loughnan Bros.	6,400
Walgie's Lake	J. Peter	9,600
Wallaby	E. L. Moore	2,540
Do. Block A	W. Moore	640
Wallamundry	Trust and Agency Company of Australasia (Limited)	1,920
Wallaroy	Do do	1,280
Walla Walla	The City Bank	3,520
Wallenbeen	A. Mackay	1,440
Wangegong	Trust and Agency Company of Australasia (Limited)	2,064
Wontabadgery	W. O. Windeyer	6,624
Wardry	R. Y. Cousins	3,200
Waroo	C. Macphellamy	3,200
Warry	D. Ramsay	1,920
Warrowrie	G. Campbell	640
Wattawindera	W. Hood	640
Whealbah	J. & A. Broad	4,160
Do. A	Do	4,160
Do. B	Do	4,480
Do. C	Do	7,680
Wecogo	A. G. Jones	320
Whooy	F. Shepperd	3,200
Do. Back	Do	3,840
Whilbetroy	C. M'Phillamy	960
Willandra	F. K. & K. E. Brodribb	6,462
Woombine	Ricketson & Ghinn	1,280
Wongagong	The Trust and Agency Company of Australasia (Limited)	480
Woolongough	J. King	2,880
Woonongeragong	A. Stokes	800
Wooyeo	D. M'Kellar & J. Holt	3,200
Yaddra	J. Moulder	3,200
Yanko	J. Younghusband	22,500
Woolondool	W. & C. M'Eroy	7,771
	Travelling Stock Reserves	221,293
		1,144,917
	Deduct	14,400
	Total	1,130,517
Liverpool Plains.		
Attunga	M. A. Burdekin	7,502
Baan Baan, North	Hon. A. Campbell & Hon. J. Hay	5,910
Do. South	J. Scott	2,068
Bald Hill	J. F. & H. C. White	3,378
Bando Plains	Do	19,143
Baradean	M. Shanahan & P. A. Jennings	1,920
Barraba	A. Witten	9,096
Berryaba, North	T. J. Sumner & J. Beau	4,500
Do. South	J. B. Rundle	320
Benary	A. Cohen	360
Bellyecna	G. Cross	200
Booballa Creek	W. & A. Town	4,480
Boggobric	E. Vickery	6,647
Bohena or Thurradulba	F. Y. Woolseley	1,280
Bomera	W. & A. Town	2,969
Bone	Bank New South Wales	40
Boobadil	J. Sivil	1,233
Bull	E. Vickery	780
Burindi	The Commercial Bank	2,124
Breeza	Wm., Geo., Saml., & J. Clift	1,863
Bubbogullion, North	R. Pringle	4,992
Do. South	Do	5,828
Bugilbone	T. J. Sumner & J. Benn	720
Bulgarrie	G. Loder	160
Bullumbulla	F. Lassetter	1,920
Bullerawa	J. B. Rundle	480
Bullsori	Dangar Bros.	456
Bundalla	W. & A. Town	4,166
Bugaldi	J. Leslie	1,920
Bullarora, New	A. Tobin	5,600
Bundulla	D. & G. M'Master	3,495
Bungle Gully or Myall Lowry	M. Evans	960
Buburgate, North	E. Vickery	5,265
Do. South	Do	4,765
Burrell	R. G. Higgins & C. Smith	3,151
Carroll	S. B. Dight	4,926
Coghill	C. Capp	1,480
Collybluc	G. Clive & H. G. Hamilton	852
Cooma	J. Scott	1,165
Cowmore	E. Vickery	2,084
Cumoo Cumoo	R. Pringle	6,102

Name of Run.	Name of Lessee.	Estimated area reserved.
Liverpool Plains District—continued.		
		Acres.
Cubbaroo	T. Cook	1,440
Currindi	T. P. Willis-Allen	8,170
Currububula	Christian Bros.	10,197
Dinnwirindi	O. Baldwin	8,994
Doonoo Range	Clift Bros.	1,920
Doughboy Hollow	A. Loder	4,217
Drildool	T. Cook	1,120
Dripping Rock	E. Vickery	1,120
Dungowan	J. J. Cadell	1,720
Duri	Christian Bros.	8,383
Galathra	E. Vickery	2,965
Do. North	Do.	280
Gidgenbar	W. Allison	320
Girrawillie	M. Shanahan & P. A. Jennings	3,720
Glen Quinn	J. Mosely	640
Goangra or Qeungarra	R. H. Blomfield	4,800
Gundename	E. Vickery	9,808
Gunnaundilly	Christian Bros. & G. Thornton	640
Gunnedah, East	T. A. Johnston	3,273
Do. West	Do.	4,880
Henryandie	J. K. Clark	846
Ironbark Creek	W. L. Spencer	800
Jacob & Joseph	Christian Bros.	5,680
Keepit	The Commercial Banking Co.	12,176
Kiambir	D. Cohen, L. W. Levey, G. J. & M. Cohen	2,200
Kickerbell	T. Cadell & R. Weaver	785
Long Point, East	E. Vickery	1,280
Do. West	Christian Bros.	3,200
Long Point, East	Do.	4,360
Malaraway	J. Eckford	1,500
Manilla, South	J. K. Mackay	9,028
Melville Plains	J. K. Clark	10,087
Mendebric, North	Commercial Bank	1,520
Do. South	J. Brown	512
Mornh	G. Loder	480
Merrigala	Jas. Fk. & H. C. White	13,128
Merrinymbono	T. Cook	725
Milchomi	J. B. Rundle	160
Mickengowrie	A. Town	2,453
Mulle, South	Dangar Bros.	960
Molly	S. Hoskisson	902
Mooki, West	R. Fitzgerald, W. Bowman, T. Arndell, W. Walker, & R. Ridge.	4,256
Do. East	The City Bank	3,125
Do. River	Clift Bros.	20,790
Do. Springs	The City Bank	857
Moonbi	J. Gill	10,153
More Devic	R. J. Trail	772
Mundowey	J. P. Willis-Allen	3,640
Namoi Hut	J. K. Clerk	2,517
Narrabry	A. J. Doyle, T. Cadell, A. J. F. Doyle, & A. Cadell	6,908
Neminga	S. W. Cook	1,605
Nomeby	M. Shanahan & P. A. Jennings	7,347
North Oree	T. Cook	1,680
Oree, South	Do.	1,100
Pagan Plains	E. J. Glass	9,020
Piallmore	J. Gell	330
Piallawang, East	Christian Bros. & G. Thornton	5,920
Do. West	Do. do.	3,520
Piliga	J. B. Rundle	1,320
Pokataroo	T. Cook	5,760
Premer	Bank New South Wales	3,611
Pullaming	J. Browne	11,440
Ranger's Valley	S. & G. Swain	510
Swamp Oak Creek	J. Gill	6,360
Summer Hill	S. Single	766
Talluba	J. B. Rundle	1,480
Tarecla	A. Hincheliff	4,864
Tarrian	The Hon. A. Campbell & Hon. J. Hay	80
Theribry	G. Cross	4,160
Tiberenah	The Hon. A. Campbell & Hon. J. Hay	1,538
Toleduna	W. H. Moseley	960
Tory Wee Wha	J. Crowley	3,840
Tunkey	T. & W. Vivers	14,694
Tulcumbah	J. Winter	15,989
Turrawan	J. Mosely	2,719
Ulambe	The Commercial Bank	3,471
Vale of Sighs	G. Cross	280
Walgett	E. J. Glass	1,440
Walhallow	Christian Bros.	11,013
Wallabadah	L. W. Levy & G. J. Cohen	5,524
Wallah	The Hon. A. Campbell & Hon. J. Hay	3,075
Wallala, Back	Clift Bros.	300
Wangon	C. M'Kenzie	160
Warrah	The Australian Agricultural Co.	737
Wee Waa, North	E. Vickery	740
Do. South	J. Fletcher	1,280
Weera Weera Creek	Clift Bros.	6,960

Name of Run.	Name of Lessee.	Estimated area reserved.
Liverpool Plains District—continued.		Acres.
Woeta Waa	G. Loder	640
Woolabra	The New Zealand Loan and Mercantile Agency Co.	320
Woolloomoon	F. H. Williams & T. M. Hole	1,120
Wollomol	J. Dowe	482
Woombromura	The Australian Joint Stock Bank	4,229
Wondoobar	J. Gill	3,844
Yainuba	M. Shanahan & P. A. Jennings	640
Yurraman	W. Alison	1,199
Yarraldool	B. Richards	640
Yeurunan	A. Brown	960
	Travelling Stock Reserves.....	353,729
		864,053
	Deduct.....	10,000
	Total	854,053
Macleay District.		
Belimbayung	F. H. & P. E. Cheers	480
Carangula	G. & J. Kesby	640
Clybucca	S. Verge, H. & C. Christian	640
Cougarini	Carl Bashe	755
Five Day's Creek	T. & H. C. White.....	640
Kulatyne	T. Clark, senr., & M. Clark.....	116
Toorooka	W. W. Panton	920
Wabbra	The Bank of New South Wales	80
Yarrabandini	S. Verge.....	320
Yessabah	H. Salway	51
	Total.....	4,642
Monaro District.		
Adamindumec	John Cosgrove	118
Arable	Jeanette Margaret Hamilton	46
Bald Hills	Ronald Campbell	197
Bibenluke	The late Wm. Bradley	1,600
Billylingera	John Cosgrove	2,090
Bobundra	T. O'Mara	4,260
Boco Rock	Wm. Bradley	5
Bolero	Thos. Chippendale	103
Bombala	Ronald Campbell	628
Bredbo	P. J. Clifford	311
Bredbatowra	Robert Adams	331
Bukalong	John Boucher	414
Bungarby	Joseph Peters	70
Burnima	An Campbell.....	1,449
Cambalong	Ronald Campbell	483
Cobbin.....	J. Thompson	5
Congwarra	A. Cunningham	37
Coolamatong	R. Hepburn	479
Coolrington	A. & D. Rylie	695
Cooma Creek	Geo. King	2,100
Coonboonbala or Snowy River.....	H. J. Eccleston.....	14
Cooper (Mount)	J. Campbell & A. M'Keachie	550
Cudgee	C. J. Byrne	41
Cuppacumbalong	L. F. De Salis	1,200
Delegate	H. Hayden	1,580
Doodle	Wm. Bradley	43
Dry Plains	Wm. Grahame	145
Dry River	Wm. Tarlinton	640
Dundundra	Moses Joseph	90
Eucumbean	Mary Harnett	58
Gillamatong	A. & D. Rylie	3,242
Gennong	Wm. Bradley	511
Gejdzerrick	The Commercial Bank	1,036
Do. West	A. Gunning	102
Glenbog	The Commercial Bank	960
Gunningrath	Wm. Grahame	1,726
Ironmongee	Amos Crisp	672
Do. Major	The Bank of New South Wales	676
Juttabah or Tuttabah	J. Campbell & A. M'Keachie	960
Kameruka	Fredk. Tooth	1,265
Little Plains	John Nicholson	880
Maffra	Wm. Bradley	80
Macleay Flat	H. A. Nicholson	420
Maharatia	Moses Joseph	262
Mila or Boggy Creek	John Nicholson, junr.	106
Micalago	Rylie Brothers	308
Middling Bank	Wm. Pendergast	480
Mount Marshall.....	Margaret Stewart	30
Murrnunbala	The Mercantile Bank	480
Mullion	John Ledger & C. F. Walker	213
Myalla	The Commercial Bank	70
Narira	W. D. Tarlinton	524

Name of Run.	Name of Lessee.	Estimated area reserved.
Mon o District—continued.		
		Acres.
Native Dog Creek	Augus Rankin	320
Numaralla	A. Montague	173
Numbala	H. & J. A. Watson	64
Rosebrook	M. Harnett	158
Rose Valley	P. J. J. Clifford	10
Stockyard	Sir Wm. Manning & T. S. Mort	960
Taylor's Flat	Margaret Stewart	9
Thoko	Sir D. Cooper, Bart., & Thos. Buckland	10
Tombong	James O'Hare	811
Urayarra	J. McDonald, J. Webb, & Wm. Webb	213
Wambook	J. M. Hassall	540
Wangellic or Manjellick	Wm. Bradley	810
Windella	W. D. Tarlinton	114
Wog Wog	Wm. Bradley	190
Woolway	Jeannette Margaret Hamilton	973
Yumbera	Chas. Hall	213
	Total	40,862
Murrumbidgee District.		
Adelong	C. D. Bardwell	1,345
Adginbilly	W. K. Smith	2,045
Arajoc	H. H. Osborne, P. H. Osborne, A. Osborne, & B. M. Osborne.	4,000
Baalpool	M. & W. Bryant	22,346
Bingagong Back Plains	C. M. Lloyd	4,592
Bago	J. Goldsmith	640
Bald Hills	M. Curtain	3,630
Banandra	John Peter	12,640
Bangus	W. Bootes	4,870
Baratta	H. Ricketson	12,200
Barham	J. B. Chirnside & J. G. Dougharty	27,200
Bcabula	J. Blackwood & C. Ibbotson	9,969
Belubla	J. F. McMullen	8,651
Benongal	W. J. T. Clarke	3,680
Beregan	H. & J. Osborne	1,280
Beremegaa	Thos. Wragge	16,345
Berryjerry	H. H., P. H., A., & B. M. Osborne	12,766
Billybong	B. Buchanan & H. Mort	5,255
Billabong or Yarra Yarra	James M'Laurin	11,896
Do. Forest	H. & J. Osborne	3,200
Do. do.	G. Lyell & G. F. Simpson	3,840
Do. Little	W. H. Williams	3,355
Do. Back Block	The Trust and Agency Co. of Australasia	2,560
Bingagong	John Peter	3,680
		4,000
Black Springs or Reedy Flat	Robert Downey	315
Book Book	The Australian Joint Stock Bank	4,205
Boomanoomana	R. Grice, T. J. Sumner, & J. Benn	13,011
Boonoke	Miles Patterson	4,931
Do. North	Do.	3,481
Boramula	John Donnelly	9,950
Bourk's Creek	Bank of New South Wales	10
Brewarrina	W. P. Faithfull	11,805
Brookong	H. H., P. H., & B. M. Osborne, & G. Hebden	29,824
Bowna	J. Peter	4,000
Brown's Springs	T. H. Mate	160
Brooklesby	The London Chartered Bank of Australia	12,760
Brungle	A., J., R., & G. Rankin	660
Bringenbrong	J. H., & C. H. Douglas	1,920
Bukaginga	J. J. Donnelly	3,785
Buckingbong cum Gillenba	Francis Jenkins	9,535
Bulgandrie	T. J. Gibson	2,730
Bull Plains	J. & H. Osborne	1,280
Bundure	The New Zealand and Australian Co. (Limited) of Glasgow.	19,146
Bundylamblah	H. K. H. Darlot	21,026
Bungawannah	D. J. O'Neill	5,386
Bullenbung	The Commercial Banking Co.	7,120
Bumbowlec	J., G., A., & R. Rankin	2,425
Burrabogie	J. McGaw, J. Cochran, J. M. Loughnan, H. M. Loughnan, J. Wilson, & S. Bruah.	6,404
Do. Block A.	Do.	5,325
Do. do. B.	Do.	4,958
Burrongong	W. R. Looker	16,571
Burrowang	The Trust and Agency Co. of Australasia	3,965
Burrumbuttock, West	The Bank of Victoria	297
Butherwa	T. J. Sumner & W. Faed	8,594
Burrooga	R. B. Ronald & J. MacBain	14,477
Burryjae	R. Goldsbrough & H. Parker	1,760
Carabost	J. F. McMullen	2,920
Carabobala	E. Heriot	3,124
Caroonboon	J. Dickson	13,440
Do. North	H. K. H. Darlot	9,490
Cavan	J. F. Castle	544
Chah Sing	J. Childs, E. C. Grant, & S. C. Craig	10,553

Name of Run.	Name of Lessee.	Estimated area reserved.
Murrumbidgee District—continued.		
		Acres.
Childowla	The Commercial Banking Co.	640
Chowar	The Bank of New South Wales.	7,840
Clear Hills	The Hon. Wm. Wilson	7,406
Cookcup	John Hay	1,410
Collendina	Wm. Hay	8,250
Couradigby	S. Barber	1,120
		320
Conallo	H. Ricketson	28,568
Coolingully	The Bank of New South Wales.	3,234
Coreen	R. B. Ronald & J. MacBain	7,179
Cobran	F. Y. Wolseley, E. A. Wynne, S. M. Gibbs, & R. B. Gibbs.	17,633
Coonong	Samuel M'Caughey	4,039
Cocketgedong	G. Watt & H. Thomson	5,895
Coppabella Creek	R. Blackwood	9,840
Coree	John Wilson	21,283
Cooblondonga	C. D. Bardwell	132
Colombo Plains	J. J. Rudd	1,008
Do. Creek	J. Osborne, junr., & H. Osborne	5,676
Colkaminamanau	John Peter	2,240
Cowpasture	J. & H. Osborne	640
Cowrabyra	E. Ashcroft & C. D. Bardwell	3,200
Conargo	M. Patterson	13,142
Do. Block A.	W. Campbell	25,945
Do. do. B.	Do.	28,800
Do. Back Run, Block C.	Do.	7,040
Do. Block D.	Do.	2,560
Do. do. E.	F. Campbell	2,560
Cotway	N. & M. Carberry	640
Cumbaroona	John Hore	3,339
Currabunganung, North	R. Blackwood	4,640
Do. South	Do.	5,120
Cunninggro	John Donnelly	4,670
Derulamein	H. Ricketson	18,340
Deniliquin	R. & A. Landale	33,520
Do. Lower	Do.	18,621
Do. South	The Melbourne Banking Corporation	6,173
Dora Dora	R. B. Ronald & J. MacBain	6,500
Dudal Corner	T. Keighran	2,130
Dry Plains	J. Blackwood & C. Ibbotson	11,511
Dutzon	T. U. Elliott	5,720
Egan Creek	J. Donnelly	1,280
Ellerslie	W. Petersen & F. T. Sargood	8,213
Eli Elwah	J. Russell & J. Shaw	17,455
Do. Block A.	Do.	1,280
Do. do. B.	Do.	1,280
Emu Plains	J. Jackson	520
Eughranna	W. Chapman	3,200
Four-mile Creek	G. Day	2,400
Gadara	R. Broughton	2,051
Gerogery	S. Watson	3,543
Gilmore	Thos. Boyd	640
Goonambil	The Honble. Wm. Wilson	11,340
Do. North	H. Cunningham & F. K. Smyth	4,590
Goree	A. Robertson, D. Robertson, junr., & D. S. Robertson	8,753
Gorm	R. Youl & J. Graham	15,280
Gotla	F. Y. Wolseley, E. A. Wynne, S. M. Gibbs, & R. B. Gibbs.	3,340
Glenken	A. Elmslie & A. D. Strachan	7,680
Glenroy	P. Craven & J. M'Auliffe	2,460
Grubbin Plains	John Cox	1,280
Grogado	A. B. Morgan & C. Nixon	1,037
Greenhills	A. Watson & J. Real	640
Gunnly Gumly	J. Donnelly	5,791
Gumbargama	The Bank of New South Wales	3,815
Hanging Rock	John King	4,480
Headford	R. B. Ronald & J. MacBain	2,600
Hillside	B. Buchanan & H. Mort	1,340
Howlong	J. H. M'Vean	12,274
Humula	The New Zealand and Australian Land Co. of Glasgow	5,944
Icombo West	T. Brown & A. Macfarlane	4,800
Jecgar	J. Childe, E. C. Grant, & S. C. Craig	640
Jellingroo	R. Whiticker	4,496
Jingellic	R. S. Gabbett	5,440
Jerildrie, North	Samuel Wilson	7,802
Do. South	W. Peterson & F. T. Sargood	6,394
Jerra Jerra	John Burns	838
Kentucky	The Bank of New South Wales	640
Kilmyana	R. Grice, T. J. Sumner, & J. Benn	640
Kirarbirri	The Australian Mortgage Land and Finance Co.	10,960
Kyalite	H. Creswick & Colonel W. F. Hutton	8,140
Kyeamba	John Smith	3,988
Lalute	J. & H. Osborne	2,880
Little Swamp	F. Jenkins	3,840
Mangoplah	John Cox	5,096
Do. North-east	Do.	640
Mathowra	The Melbourne Banking Corporation (Limited)	33,524

Name of Run.	Name of Lessee.	Estimated area reserved.
Murrumbidgee District—continued.		
		Acres.
Maragle	John Cox	4,480
Maracket	J. Strachan	90
Melool	W. H. Brown & T. B. Hunt	8,661
Mittagong	R. J. Gilman, junr.	4,710
Do. East	Do.	1,220
Miranda, Block A	H. K. H. Darlot	5,120
Morago	G. & F. Peppin	20,240
Mohungu	R. Rand	11,182
Moira	The Honorable J. O'Shanassy	38,805
		4,000
Morocco	A. M'Laurin	24,328
Mountain Creek	John Morrice	1,360
Moonbria, West	J. Reid & A. S. Balcombe	3,680
Moolpar	H. Creswick & Colonel W. F. Hutton	8,320
Do. Back	G. A. & P. Mein	6,981
Mooloomoon	John M'Vean	13,032
Moulamein, Block A	G. A. & P. Mein	9,280
Do. do. B	Do.	14,015
Momalong Plains	J. & H. Osborne	2,560
Morundah	F. Jenkins	3,770
Murray Downs	S. H. Officer	21,600
Murruma	J. Lawrence	2,400
Mungadingadel	C. W. Simson	8,534
Do. Back B	Do.	6,970
Mullungandra	J. Morrice	1,080
Murray	The Australian Mortgage Land & Finance Company	5,730
Mulberrygong	J. M'Gaw, J. Cochran, J. M. Loughnan, H. N. Laughnan, J. Wilson, and S. Brush.	9,100
Do. Block A	Do.	800
Do. Block B	Do.	640
Murgah	The Australian Mortgage Land and Finance Co.	9,723
Mundewaddery	Do.	6,080
Mulwhely	Alex. Sloane	6,880
Myall Plains	G. H. Green	1,439
Narrabulla or Wannock	H. Ricketson	10,720
		6,000
Nangunia	H. Godfrey	640
Nowrairie	G. Lyell & G. F. Simpson	13,440
Nyang	R. J. Everett & T. Watson	18,160
Nyangay	M. Curtain	3,721
Oak Forest	J. M'Vean	8,960
Oberne	C. D. Bardwell	4,132
O'Brien's Creek	G. Wilson	2,407
Perricoota	A. W. Robertson & J. Wagner	16,432
Pervensey	E. R. Godfrey & Hugh Frank A'Beckett Chambers	10,400
Do. Back Block	Do.	5,728
Piney Range	R. Goldsbrough & H. Parker	3,600
Poon Boon	James Lawrence	25,201
Pullitop	E. W. Westby	9,838
Puckawidgee	The Trust and Agency Co. of Australasia	640
Quat Quatta	The Honorable J. A. Wallace	14,517
Quiamong	H. Cunningham & F. K. Smyth	4,920
Red Hill	The Bank of New South Wales	605
Red Plains	R. Blackwood	9,149
Rose Bank	T. Mara & R. Downing	146
Round Hill	James Balfour	6,789
Rushy Grass Flat	The Melbourne Banking Corporation (Limited)	1,493
Salisbury Plains	G. A. & P. Mein	29,295
Salt Plains	W. Officer	6,180
Sandy Creek	E. C. Pearson	5,883
Savernake	Alex. Sloane	3,200
Singoramba	G. Macleay	54,976
Spring Creek	The Bank of New South Wales	640
Tarentia	J. Donnelly	640
Tatnala	A. W. Robertson & J. Wagner	6,240
Tantonan	F. Y. Wolsley, E. A. Wynne, S. M. Gibbs, and R. B. Gibbs.	11,680
Tala	The Trust and Agency Company of Australasia	8,895
Taemas	The Australian Joint Stock Bank	24
Ten-Mile Creek	John Purtil, senr.	7,187
Terrarie	J. F. Maguire & E. Cohen	2,270
Thalaka	J. K. H. Darlot	6,920
Thule	F. Y. Wolsley, E. A. Wynne, S. M. Gibbs, & R. B. Gibbs.	4,142
Thurrowa	Samuel Wilson	65
Toogoombie	G. Hope & R. Scott	6,400
Tooma	G. H. Greene	1,520
Tootool	E. Ashcroft	5,702
Tool's Creek	Thos. Maloney	1,280
Toorangabby	A. W. Robertson & J. Wagner	7,200
Turramia	J. C. Whitty, H. F. Whitty, & R. H. Ramsden	11,336
Tuppall Creek	T. Brown & A. Macfarlane	11,650
Do. South	Do.	1,920
Tumudgery	J. Hardie & W. T. Miller	18,906
Tamut Plains	E. G. Brown & H. L. Harris	166
Ugobit, or Ugoble	W. & A. Macleay & W. Clarke	25,977
Unutbec	T. H. Mate	12,780

Name of Run.	Name of Lessee.	Estimated area reserved.
Murrumbidgee District—continued.		
		Acres.
Urana	G. Watt & H. Thomson	2,208
Uratta	Clarke & M'Leay	7,360
Do. Back Block	Do.	10,560
Uroly	John Peter	15,852
Urangeline	R. Rand	15,736
Uranginty	The Bank of New South Wales	7,396
Wangamong Plains	John Creed	1,816
Wagara	H. Copeland	383
Walla Walla	J. H. & C. H. Douglas	9,865
Warbreccan	M. Shanahan, P. A. Jennings, & Mary Anne Jennings	16,130
Wallcrangang	Basil Gray	3,630
Wagga Wagga	E. C. Pearson	4,550
Walbundry	R. Goldsbrough & H. Parker	5,938
Wallandool	John Blyth	1,066
Wogangoberamby	James Rudd	6,160
Wagrabibilly	W. K. Smith	1,600
Wangandgery	Thos. Armstrong	17,992
Wanwatta	Henry Godfrey	640
Wakool Creek	The Australian Mortgage Land and Finance Co.	9,280
Wagoora	The Trust and Agency Company of Australasia	3,200
Wangonella, Block B	R. B. Ronald & J. M' Bain	13,284
Do. D	Do. do.	4,588
Wangonella North, or Boobah	J. Blackwood & C. Ibbotson	6,110
Do. South	G. F. & G. H. Peppin	11,911
Westcombe	J. Brown & A. Macfarlane	1,920
Werkenbergal, Block A	Wm. Lang	5,222
Do. do. B	T. Lang & W. F. Cape	12,810
Werni	H. Gwynne	18,826
Windoomal	J. F. Maguire & E. Cohen	1,410
Willakool	S. H. Officer	8,800
Windouran	L. M'Bean	11,740
Do. Block A	D. W. H. Patterson	7,920
Winter	G. A. & P. Mein	5,330
Widgieva	J. Cochran	12,928
Willie Ploona	The Bank of New South Wales	1,440
Woomergama	Thos. Mitchell	1,534
Wooroona	L. M'Bean	8,213
Wunumurra	W. Petersen & F. T. Sargood	1,920
Yathong, North	W. Wilson	2,170
Do. South	J. Marchison	7,836
Yarrawa	H. Cunningham & J. K. Smyth	2,960
Yabreec	R. F. Horsley	1,487
Yanga	The Trust and Agency Company of Australasia	15,592
Yarrabee	A. Robertson, D. Roberton, jun., & D. S. Robertson	14,510
Yanko	Francis Jenkins	6,629
Do.	Samuel Wilson	15,000
Do. Block B	S. M'Caughy	1,920
Do. do. C	Do.	640
Do. do. D	Do.	1,280
Do. do. F, East	C. M. Lloyd	640
Yarce	H. Cresswick & Colonel W. F. Hutton	1,520
Zara	W. Officer	11,510
		2,127,124
	Deduct	20,000
		2,107,124
	Travelling Stock Reserves	353,605
		2,460,729
		Total
New England District.		
Abington	W. H. & G. P. Morse	3,772
Auburn Vale	A. Murray	2,617
Balala	Morse & Tourle	2,514
Balblain	W. A. B. Greaves	960
Bannockburn	The Commercial Banking Company	960
Bendemeer	T. A. Perry	1,920
Bergen-op-Zoom	E. B. Boulton	2,720
Black Swamp	A. Bowman	52
Blair Hill	C. Legh	320
Bolivia	E. Irby	158
Booroolong	M. H. Marsh	6,840
Bukkulla	O. Dodds & B. Lee	4,280
Byron Plains	C. A. Fraser & P. W. Anderson	2,770
Clairvaux	F. A. Stratford	300
Clerkness	The Bank of New South Wales	2,731
Clifton	J. B. Watt & W. O. Gilchrist	1,440
Cooplacurripa	J. K. Macleay	234
Cope's Creek	E. G. Swinton	377
Deepwater	J. Windeyer & J. D. Macansli	350
Dumdee	O. Bloxsome	32
Edgerton	J. H. Keys & F. White	4,800
Elsnore	C. Campbell	1,325
Emu Creek	G. R. Gill	1,280
Enmore	E. Crawford	800

Name of Run.	Name of Lessee.	Estimated area reserved.
New England District—continued.		
		Acres.
Europambella, North	C. D. Fenwick	2,161
Do. South	Do.	930
Eversleigh	A. H. Belfield & Rev. S. Hungerford	856
Falconer, West	The Bank of New South Wales	2,640
Frazer's Creek	Do.	8,763
Gara	D. Cohen, S. Cohen, and S. W. Levi	1,926
Gostwyck	H. Dangar	1,063
Graham's Valley	The English, Scottish, and Australian Chartered Bank	640
Gay Faux	J. Browne	592
Gyra, East	J. Smith	1,120
Do. West	W. Millis	2,548
Gyra, North	D. S. Anderson & C. Legh	20
Do. South	Do.	20
Inverell	C. Campbell	1,975
Karoola, South	E. S. Wyndham & P. P. Wright	640
Kentucky	J. Fletcher	1,069
King's Plains	The Australian Joint Stock Bank	2,260
Kulki	M. C. Maclardy	5,783
Kuthi	J. Williams	370
Laura	The Australian Joint Stock Bank	1,568
Lindsay	A. H. Belfield & Rev. S. Hungerford	718
Loanga	The Commercial Banking Company	1,280
Longford	G. S. Gibson	2,150
Maidenhead	Bowman Bros.	1,178
Mihi Creek, South	F. R. White	1,550
Do. North	Do.	1,160
Mengooh	R. Logan	1,000
Mount Mitchell	The City Bank	20
Mole River	J. F. M'Mullen	647
Moredun	A. Wauchope	2,330
Mullamanna	A. Dodds & B. Lee	5,062
Nowstead	M. S. Anderson	3,945
Nuandle	C. Blaxland	4,425
Nowendoc	J. Laurie	65
Ollera	C. J. & E. Everett	2,240
Paradise Creek	Dangar Bros.	341
Pindari	P. C. Campbell & J. J. R. Gibson	640
Ranger's Valley	O. Bloxsome	1,506
Rock Creek	H. Gordon	1,360
Retreat	R. Pringle	3,200
Rimbandia	The Commercial Banking Company	2,367
Rock Vale	J. Gill	960
Salisbury	M. H. Marsh	3,354
Shannon Vale	The Bank of New South Wales	23
Stonehenge	The English, Scottish, and Australian Chartered Bank	856
Stoney Batter	A. W. Blaxland & Messrs. Hays	2,280
Strathbogie	H. Gordon	2,501
Sugarloaf or The Peek	J. Gill	960
Swamp Oak	The Australian Joint Stock Bank	1,365
Tenterden	Everett Bros.	560
Tenterfield	The Commercial Banking Company	1,968
Texas	R. A. A. Morehead & M. Young	3,200
Tengah	S. H. Darby	407
Tilbuster	G. Cross	1,145
Toryburn	C. Blaxland	1,884
Walcha	J. Fletcher	347
Ward's Mistake	W. Nowland	1,600
Waterloo	The Commercial Banking Company	2,860
Wellingrove	P. C. Campbell & J. J. R. Gibson	664
Wellington Vale	R. R. C. Robertson	1,048
Winterbourne	G. R. Gill	800
Yarrowich	H. Dangar	2,748
	Travelling Stock Reserves	117,493
	Total	268,723
Warrego.		
Aripilis	The Hon. J. O'Shanassy	1,600
Ballanbinya	The Australian Joint Stock Bank	1,280
Bannockburn	A. D. Macleay & W. Beaumont	1,280
Bend	Do.	348
Birie East, No. 2	J. B. Watt	3,200
Block A (or Cockerarina)	The Commercial Banking Company	2,560
Do. B	J. B. Watt & W. O. Gilchrist	1,600
Bokhara, Upper	J. B. Watt	3,200
Bogan East, No. 11	W. & T. Richardson	480
Do. No. 15	The Australian Joint Stock Bank	1,280
Do. No. 20	The London Chartered Bank of Australia	1,920
Do. No. 23	G. Hope & R. Scott	3,200
Do. No. 24	Do.	1,280
Do. No. 25	Do.	1,280
Do. No. 26	Do.	1,566
Do. No. 29	Do.	1,920
Do. Back	Walter Douglas	1,280
Bogan West, No. 11	W. & T. Richardson	960
Do. No. 18	Wm. Kite	3,104

Name of Run.	Name of Lessee.	Estimated area reserved.
Warrego District—continued.		
		Acres.
Bogan West, No. 23	G. Hope & R. Scott	3,200
Do. No. 24	Do.	4,960
Do. No. 25	Do.	5,560
Do. No. 26	Do.	3,200
Do. No. 28	Do.	3,200
Bogeira, East, A.	W. Taylor & A. D. Macleay	640
Do. Block A	S. Cliff	1,280
Do. B	B. Burrell	1,260
Bogonderra, West	The Right Rev. Wm. Tyrell	2,880
Boomangabah, South	G. A. & P. Mein	3,200
Bonny, or Darling No. 1	G. C. Hawker	1,600
Booroomugga	D. J. O'Neill	100
Do. West, No. 1	Do.	3,480
Do. do. No. 2	John Cox	1,450
Do. do. Back, No. 2	D. J. O'Neill	665
Boorooderra	Do.	640
Do. South	Thos. Mathews	320
Boundary, Old	Rutherford, Wagner, & Robertson	2,660
Bowra	The Hon. J. O'Shanassy	1,600
Buckwaroon	The Commercial Banking Co.	320
Do. South	Owen Ryan	320
Do. East	D. J. O'Neill	2,560
Bundabulla East, No. 1	The Commercial Banking Co.	8,960
Do. No. 2	Do.	7,680
Do. No. 3	R. Cape, Mrs. T. Orr, W. Sawers, & W. A. Wilson	1,920
Bundabulla West, No. 1	Do. do. do.	2,560
Do. No. 2	Do. do. do.	3,840
Do. No. 3	Do. do. do.	1,920
Bundinbarina	John Campbell	1,920
Buina Wunna	J. F. M'Mullen	3,200
Do. West	G. C. Hawker	5,120
Buric	J. F. M'Mullen	3,200
Boyong	Honble. J. O'Shanassy	4,160
Cambo Cambo	J. C. Bagot	605
Combaddery Back	W. E. Sparke	640
Cooghan or Coonhan } Coonghan	The Australian Joint Stock Bank	{ 3,200
		{ 5,760
Cumborah Springs	W. O. Gilchrist	2,560
Curraweena	The Australian Joint Stock Bank	880
Darling, No. 2	G. C. Hawker	4,480
Do. No. 33	Do.	1,280
Darling North Back, No. 4	A. & A. C. Wilson	1,920
Do. No. 5	A. C. Wilson	1,600
Do. No. 6	A. & A. C. Wilson	3,520
Do. No. 7	The Honorable J. O'Shanassy	3,520
Do. No. 18	C. M'Kenzie	600
Do. No. 25	A. Wilson	320
Do. No. 29	The Commercial Banking Company	{ 2,560
Do. No. 32	G. C. Hawker	{ 610
		320
Derrina (Mount)	A. Tobin & C. Henderson	320
Diamonga	A. D. Macleay & W. Beaumont	640
Drumdelang	J. B. Watt & W. O. Gilchrist	3,000
Dunglear	H. Rourke	27,520
Dunlop's Range (Back)	A. Tobin	320
Dural or Dooral	P. Comerford	1,410
Extremity Back, No. 1	W. E. Sparke	610
Georgy	G. C. Hawker	3,200
Giggen	Walter Douglas	3,200
Do. Back	Do.	1,920
Gingi	W. E. Sparke	4,772
Do. Lower Back	Do.	610
Do. Upper Back	Do.	1,280
Gungolgen, No. 1	The London Chartered Bank of Australia	640
Do. No. 2	Do. do.	{ 768
		{ 640
Gooraway	Henry Rourke	320
Grawin Addendum	W. O. Gilchrist	960
Humumbah	H. Rourke	3,200
Jandra Back	G. Armytage	1,330
Keirangundah	A. Moffat & R. Brown	1,600
Kigwigil	G. A. & P. Mein	3,200
Kunreeberce	The Commercial Banking Company	3,200
Do. East	J. F. M'Mullen	3,200
Llanillo or Llanalto	W. O. Gilchrist	1,120
Looden or Block C	J. B. Watt & W. O. Gilchrist	4,800
Maroona	G. Armytage	1,330
Marwarre	J. Becker	320
Mead, West	W. O. Gilchrist	320
Milroy	J. B. Watt & W. O. Gilchrist	4,480
Do. North	Do.	3,200
Moodana	J. Rutherford, J. Wagner, & A. W. Robertson	8,440
Do. Back	Do. do. do.	640
Moguilamba, South	D. Ramsay	540
Morven	J. B. Watt & W. O. Gilchrist	5,920
Nurcabun	G. A. & P. Mein	3,200
Nayena	R. Cape & Mrs. T. Orr	4,240
Neo, West	Catherine M'Kenzie	320

Name of Run.	Name of Lessee.	Estimated area reserved.
Warrego District—continued.		Acres.
Neo, Back	The Hon. J. O'Shanassy	9,796
Peika	Do.	1,600
Polo & Pera	Do.	4,880
Do. Back	Do.	3,280
Plumbolah, No. 1	W. E. Sparke	3,520
Do. No. 2	Do.	640
Do. No. 5	W. O. Gilchrist	640
Do. No. 6	Do.	960
Do. No. 7	Do.	480
Staffa	J. B. Watt & W. O. Gilchrist	640
Tindayrey or Morrere Back	D. Ramsay	1,600
Thulby Springs	Caroline & Arthur Colless	1,280
Towndy	J. C. Bagot	640
Turee	G. C. Hawker	1,245
Do. Upper	Do.	3,200
Ulambic	The Commercial Banking Company	1,600
Warrego, No. 4	Samuel Wilson	1,530
Do. No. 6	Do.	640
Do. No. 7	Do.	3,200
Do. No. 9	Do.	3,206
Do. No. 10	Do.	820
Do. No. 11	A. & A. C. Wilson	320
Do. No. 12	Do.	3,200
Do. No. 15	Do.	320
Do. No. 16	Do.	743
Warrego West, No. 3	Samuel Wilson	800
Do. No. 5	Do.	700
Do. No. 8	A. & A. C. Wilson	640
Do. No. 9	Do.	640
Do. No. 12	G. Hope & R. Scott	160
Weo Warm	W. O. Gilchrist	480
Warrabilla or Willabilla	O. Bloxsome	1,664
Wylerie	W. Douglas	2,560
Do. Back	Do.	640
Woola Woola	J. T. Smith	3,840
Yerrenba	The Australian Joint Stock Bank	3,920
Do. West	Do.	3,920
Do. North	Do.	3,200
		330,996
Travelling Stock Reserves		443,120
Total		783,116
Wellington District.		
Airedale	R. Goldsbrough & H. Parker	80
Babathernile Creek	Do.	1,398
Badgerribong	The Hon. J. G. Francis	4,440
Baker's Swamp	D. A. & A. W. B. Ferguson	213
Bald Hills	John Smith	640
Buldarudgerly	M. C. Machardy	1,280
Ban Bau or Canalgan	W. S. Chapman	2,100
Bartley's Creek	Thomas Tom	2,880
Beardinia or Coolee	A. Cruickshank	8,960
Belar Cowell	John Brown	4,800
Beleringha or Garule Garule	Thomas Baird	2,432
Belubula	John Grant, jun.	8,320
Berewombonia	The Hon. J. G. Francis	1,600
Billabong	B. Buchanan & H. Mort	6,145
Blowclear	T. A. Hindmarsh	5,571
Do. South	The Commercial Banking Company	320
Do. Back	R. F. Horsley	320
Bocabidgle (Bugabagil)	The Commercial Banking Company	160
Bogan (Boree)	James Keenan	597
Bogan East, No. 1	J. Brown	3,200
Do. East, No. 2	W. & T. Richardson	3,200
Do. East, No. 9	W. W. & T. L. Richardson	6,400
Do. West, No. 2	The Commercial Banking Company	2,880
Do. West, No. 3	Do.	10,240
Boomagril	J. Brown	10,400
Do. Back	Do.	1,920
Booramble	The Trust and Agency Company of Australasia	3,200
Boree	John Smith	1,600
Do. Nyrang	Do.	8
Do. Cabonne	Do.	1,320
Do. Nore	Do.	556
Brewon	J. K. & C. B. Mackay	140
Brogan Plains	J. Rawsthorne	720
Brymedura	The Trust and Agency Company of Australasia	2,250
Buckinbah	Thos. McCulloch	7,879
Buggabuda, Upper	John Balfe	2,560
Bandaburra, New	The Hon. J. G. Francis	3,200
Bungle Gumbie	M. C. Machardy	640
Burdenda	G. T., T. B., G. H., & T. Hunt	3,427
		3,035

Name of Run.	Name of Lessee.	Estimated area reserved.
Wellington District—continued.		
		Acres.
Burrawang	The Hon. J. G. Francis	4,454
Booral or Ten-mile Creek	Wm. Forlonge	8,000
Byong	The Hon. J. G. Francis	320
Do. South	Do.	640
Camboogle Cambang	The Commercial Banking Company	1,757
Cannonbar, West	John Brown	915
Do. West	Do.	2,560
Do. East	J. Ashcroft	{ 1,600
Do. Lower West	John Brown	{ 915
Do. Lower East	J. Ashcroft	3,000
Cardington	J. M'Niven	2,400
Carrowobbity	J. Rawsthorne	4,900
Cheeseman's Creek	J. Keenan	4,056
Colane	A. H. M'ulloch	100
Condobolin	H. Rickatson	7,650
Conalgan, Back	John A. Gardiner	3,242
Cookandoon	Ryrie & Alexander	2,880
Do. Back	Do.	6,400
Coper	R. Ridge	610
Corrodgery	Bray & Palmer	1,280
Cullemburrawang	E. H. Lane	2,816
Currah Creek	Thos. M'ulloch	167
Dandaloo	F. Martel	640
Daroubalgie, Back	J. J., D. T., & B. Newell	1,345
Do. Back	Do. do.	640
Do. Lower	Mary Hibberson, H. A. Maynard, & J. Nichol	5,822
Darouble, East	John Brown	63
Do. West	Do.	640
Davy's Plains	The Commercial Banking Company	3,840
Derriwong	The Hon. J. G. Francis	3,840
Dooran	Ryrie & Alexander	2,301
Draggy	R. J., H., & W. Strahorn	1,856
Dubbo	J. H. Stewart	3,200
Duck Creek, No. 12	W. R. & T. L. Richardson	6,464
Dulhunty Back, Upper	R. F. Horsley	847
Do. Upper	The Hon. J. G. Francis	3,200
Dumdullinal	Thos. Baird	1,280
Ellengerah	J. A. Gardiner	248
Kenaweena	Ryrie & Alexander	5,440
Euromeda	Do.	6,400
Engowra	C. & J. M'Phillamy	3,300
Eurimbola	Edward Lord	8,090
Fifteen-mile Waterhole	G. & J. Palmer	1,040
Gamboola	John Smith	4,209
Ganoo	Francis Lord	400
Garule Garule, Back	Thomas Baird	1,980
Geary	D. M'Killop	320
Gennaniguy	J. N. Gilmour	2,101
Ginge	The City Bank	1,280
Do. Back	Do.	6,080
Glencoe	James Keenan	3,520
Goan Creek	The Commercial Banking Company	3,200
Goimbla	Clus. Icely	8,320
Gobondry or Cullenbine	The Hon. J. G. Francis	545
Goobang }	-----	2,172
Goobong } or West Cobong	-----	1,280
Googong }	-----	1,280
Gorothong or Timmie	Thos. M'ulloch	1,288
Graddel	A. C. & A. Strahorn	4,276
Graway	J. Rutherford, W. B. Bradley, W. F. Whitney, & W. Hall	3,989
Do. Upper or Upper Genaway	A. Cruickshank	1,280
Do. Back	Do.	1,920
Gradool	J. K. & C. B. Mackay	4,440
Gradgery	The Hon. J. G. Francis	3,520
Gulgo	The Commercial Banking Company	720
Gundy	The Hon. J. G. Francis	3,960
Gunning	Do.	2,560
Do. East	J. Rawsthorne	533
Gunningbar	Ryrie & Alexander	1,600
Do. Upper	The Commercial Banking Co.	640
Guningbland	The Hon. James G. Francis	1,280
Gunningeldra	The Commercial Banking Co.	320
Half-moon Plain	Thomas Brown	1,830
Hermitage, East	Richard Ridge	1,000
Kerryong Hills	The Hon. J. G. Francis	1,280
Kyargurthur	The Commercial Banking Co.	640
Lankey's Plains	Do.	5,400
Little River	M. C. Maehardy	640
Loombah	G. & J. Bruce	7,920
Manwanga	The Hon. J. G. Francis	40
Mara Creek	J. Rutherford, W. B. Bradley, W. F. Whitney, & W. R. Hall	600
Merryanbone	Richard Hill	1,596
Mickabil	The Commercial Banking Co.	14,080
		6,700

Name of Run.	Name of Lessee.	Estimated area reserved.
Wellington District—continued.		
		Acres.
Milpose	R. F. Horsley	1,190
Minore	W. Dugan	233
Mobeila	J. Rutherford, W. B. Bradley, W. F. Whitney, & W. R. Hall	1,160
Molong	Andrew Kerr	80
Do. Swamp	Thomas Kite	320
Moodado	Richard Ridge	1,280
Monomie Plains	The Hon. J. G. Francis	1,280
Mountain	Do.	4,500
Mount Foster	The Commercial Banking Co.	4,880
Do. New	Richard Hill	4,880
Mudall	John Brown	6,176
Do. Lower, West	Do.	7,040
Do. Upper, West	John Balfe	3,200
Mulgathary	The Hon. J. G. Francis	1,600
Mullah Mullah	The Commercial Banking Co.	2,500
Do.	Do.	4,000
Mulla Mulla	John Brown	3,200
Mumblebone	Chas. Smith	5,280
Do. Back	Do.	4,000
Murrabugga	Mary Keenan	6,400
Nanima	J. S. Campbell	1,760
Narandandary	Do.	960
Narramine	J. Hughes & M. E. Maher	6,400
Narroogal	John Smith	2,560
Nevertire Back	Thomas Baird	320
Newra or Noary	R. McPhillamy	213
Ninia	G. & J. G. Gibson	1,603
Nyingan Back	John Brown	3,200
Nyingan	C. McPhillamy	5,120
Oaks, The	R., J. H., & W. Strahorn	800
Obella	G. T., T. B., G. H., & T. Hunt	677
Pentagon	The Bank of New South Wales	10,500
Plains, The	James Keenan	3,200
Ruby	John Brown	3,200
Sebastopol	The Hon. J. G. Francis	640
Tabratong	The New Zealand Loan and Mercantile Agency Co.	13,348
Tharangun, East	James Lee	3,200
Teroble (Tourable)	W. Allison	3,200
Timberabongain	Duncan M. Killop	8,960
Tomingly, North	J. N. Gilmour	100
Toogong	F. J. Smith	4,118
Tragenie	J. S. Campbell	6,130
Triangle	J. C. Ryrie	8,320
Triangle	J. Brown	5,280
Do. A.	J. Ashcroft	3,221
Trundle	The Hon. J. G. Francis	2,720
Turrabong	A. T. Kerr	900
Ulowrie	The City Bank	2,560
Do. Back	Do.	610
Wallaba	E. H. Lane	5,000
Walla Wallah	The Commercial Banking Co.	3,200
Wambangalong	E. H. Lane	545
	Do.	187
Wandoo Wandong	John Strahorn	1,320
Waughandry	J. Rutherford, W. B. Bradley, W. F. Whitney, & W. R. Hall	14
Warren	W. S. Chapman	6,400
	Do.	1,280
Warrigal	Samuel Smith	1,930
Waterholes	The Commercial Banking Co.	640
Weatherwaugh	M. C. Machardy	160
Weimabah	J. C. Ryrie	6,286
Wharfdale	John Balfe	2,560
Whylandra	The Commercial Banking Co.	860
Willondra	Charles Iccly	1,736
Willary, East	The Bank of New South Wales	2,400
Do. West	Do.	2,370
Willie	R. Ridge	1,920
Wolloi	The City Bank	3,200
Do. Back	Do.	3,200
Worebugga Back Cowle	John Brown	1,920
Wullungumbone	G. & J. G. Gibson	1,600
Wyabray	The City Bank	3,200
Wylecree	J. K. & C. B. Mackay	2,560
Yamma	The Australian Joint Stock Bank	2,465
	Do.	180
Yarralumbone	Richard Hill	5,246
Yarrandidgen	F. Martel	1,345
Yarrabunda	The Hon. J. G. Francis	640
Yahnbong	John Brown	2,400
		594,631
	Travelling Stock Reserves	665,332
	Total area	1,259,963

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

THE MINING ACT.

(PETITION FROM COMMITTEE OF PUBLIC MEETING HELD AT VEGETABLE CREEK, TENTERFIELD.)

Ordered by the Legislative Assembly to be printed, 29 January, 1878.

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

This, the Petition of the undersigned members of Committee appointed at public meeting, holden at Vegetable Creek, Electoral District of Tenterfield, for the purpose of forming a Mining Association,—

HUMBLY SHOWETH:—

That the present Mining Act is in the opinion of your Petitioners inequitable in its provisions and in its adjustment of the method of occupying mineral lands.

The majority of mining leases are held for purely speculative purposes, or as traps to ensnare the unwary but energetic miner who may be in search of mineral deposits, and whose fortune or misfortune it may be to make such discovery on what may be truly termed "dummy holdings." The misfortune would arise in this way:—that upon the discovery of remunerative deposit the lessee immediately steps in, pays up the arrears of rent, ousts energy and enterprise, enriches himself with that which but for such energy would lie an unproductive waste.

The mineral licensee is bound to occupy and work the area allotted him by law continuously after the expiration of fourteen days from first occupancy, or forfeiture ensues. This provision is both mandatory and explicit, and precludes any possibility of evasion, consequently unobjectionable.

We therefore respectfully request that the Legislative Assembly may in its wisdom cause so much of the "Mining Act" as is repugnant to the following provisions to be repealed, with the view of introducing them as amendments which we venture to say will be productive of much good to the mining community, and an incalculable benefit to the Colony at large, and are as follows:—

- 1st. That the granting of conditional mineral purchase is highly injurious and should be abolished, such tenures tending in many instances to lock up large arrears of land from the *bonâ fide* miner, being simply held without any attempt at prospecting or otherwise improving them.
- 2nd. That a map of all conditional mineral purchases in this district, together with a list of the names and dates to whom and when granted, be supplied to the Mining Registrars for the convenience of those making inquiries.
- 3rd. That on the application of any lease being favourably considered no time should be lost by the Mining Department in forwarding the lease for execution and delivery, which would leave lessees no excuse for non-compliance with the labour conditions.
- 4th. That on the rent of any lease not being paid immediately after it is due such lease to be at once gazetted as forfeited by the Mining Department.
- 5th. That any person laying complaint for non-fulfilment of labour or other conditions on a lease, such lease being cancelled through the complaint made, the person laying the information to be considered the first applicant for the lease in question.
- 6th. That when an inquiry is held in any complaint for non-fulfilment of labour conditions, no work done from the date of complaint to the day of inquiry be recognized as fulfilling the conditions of the lease.
- 7th. That within fourteen days after the execution and delivery of any lease not less than at the rate of one man to every 4 acres be employed continuously on such lease, otherwise cancellation to ensue.

That the proposals and amendments herein set forth may meet with your favourable consideration is the respectful prayer of your Petitioners; and your Petitioners, as in duty bound, will ever pray.

[Here follow 12 signatures.]

1877-8.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

PROSPECTING CROWN LANDS.

(PETITION FROM RESIDENTS OF PARKES AND BILLABONG GOLD FIELDS.)

Ordered by the Legislative Assembly to be printed, 9 April, 1878.

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

The Petition of the undersigned Residents of the Town of Parkes and Billabong Gold Fields,—
HUMBLY SHOWETH:—

1st. That an immense amount of mineral wealth lies undiscovered in this and other districts, in consequence of the auriferous areas not having been thoroughly prospected.

2nd. That the individual exertions of small parties of miners, unaided with capital, have been found quite inadequate to fairly prospect the large extent of known auriferous country in this and other districts.

3rd. That your Petitioners humbly suggest that the expenditure of a sum of money, say fifty thousand pounds (£50,000), from the Consolidated Revenue of the Colony, to equip and maintain parties to test the waste lands of the Colony, would prove a profitable investment, inasmuch as the discovery of new auriferous deposits would attract a desirable class of colonists, and materially add to the national wealth.

4th. Your Petitioners therefore humbly pray that your Honorable House will be pleased to give the matter your earnest and favourable consideration, and give effect to the desire of your Petitioners by the establishment of a few well-organized prospecting parties to test the waste lands of the Colony as aforesaid.

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

[Here follow 253 signatures.]

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

MINERAL SELECTION AT MILBURN CREEK.

(PETITION FROM SHAREHOLDERS OF THE MILBURN CREEK COPPER-MINING COMPANY.)

Ordered by the Legislative Assembly to be printed, 5 February, 1878.

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

The humble Petition of the undersigned Shareholders in the Milburn Creek Copper-mining Company—Limited.

HUMBLY SHOWETH :—

That on the third day of September, 1872, Messrs. Thorn, Baker, and party applied to the Secretary for Lands in Sydney, for a mineral lease of forty acres of land for mining for copper at a place situate near Milburn Creek, about thirty miles from Carcoar, and paid the required amount for rent, and did (which is not disputed) all that was required to entitle them to a lease of that land.

That a few weeks after Thorn, Baker, and party had made their application, two different parties laid claim to the land in question, the one (Joseph Martin and party) alleging that they applied for the land by mineral lease three weeks before Thorn, Baker, and party's application, and the other party (Robert Martin, R. Neville, and party) alleging that they applied for the land by mineral conditional purchase, on the nineteenth of September, 1872, being sixteen days after Thorn, Baker, and party's application.

That the dispute between the three different claimants to the land was referred to the then Minister for Lands, Mr. Farnell, who after having made full inquiry and having heard the statements of each of the three different parties and causing surveys to be made, decided that Joseph Martin and party, though first in point of time with their application, had really applied for land a considerable distance from the land claimed by Thorn, Baker, and party, and that they must take the land they had applied for. The Minister next decided that Thorn, Baker, and party were entitled to a lease of the land in question under their application of the third of September, 1872.

That upon this decision of the Minister, a lease was prepared of the land in question to Thorn, Baker, and party, but on the eleventh of March, 1873, Robert Martin and party petitioned His Excellency the Governor, praying that he would withhold the issue of the lease to Thorn, Baker, and party till further inquiry was made; and thereupon His Excellency referred the matter for the consideration of the Cabinet, and the Cabinet advised His Excellency that the lease should issue to Thorn, Baker, and party, under the Great Seal of the Colony; and accordingly a lease of the forty acres of land in question, dated the seventeenth day of March, 1873, was issued to Thorn, Baker, and party, for thirteen years and two hundred and ninety days, for the purpose of mining for minerals other than gold, after reciting that Thorn, Baker, and party, under and by virtue of "The Crown Lands Occupation Act of 1861," and the Regulations made thereunder, became entitled to a lease thereof from the third day of September, 1872, for the purpose of mining for minerals other than gold.

That upon the issue of the lease, Thorn, Baker, and party went into quiet possession of the land and worked and developed a valuable copper mine, and subsequently erected three copper-smelting furnaces for the mine, and by their efforts and enterprise and the expenditure of capital, large quantities of copper ore were produced and a township of about five hundred people was established, and land selected in the vicinity by shareholders, and houses erected thereon.

That upon the faith of the lease from the Crown, a Joint Stock Company, called "The Milburn Creek Copper-mining Company" was formed upon a large scale, and many persons bought shares and invested capital in it.

That on the twenty-fifth of May, 1875, Robert Martin and party obtained a Committee of the Legislative Assembly to inquire into their alleged right to the land. The Committee took voluminous evidence, and reported declining to recommend a reversal of the Minister's decision which had been given in favour of Thorn, Baker, and party.

That after nearly another year and a half had elapsed, Robert Martin commenced an action of ejectment in the latter end of December, 1876, against the Legal Manager of the Milburn Creek Copper-mining Company to recover possession of the forty acres of land in question.

That in April 1877, the action of ejectment was tried at Bathurst, when a verdict was found for the plaintiff, whereby it was decided that the lease granted by the Crown was of no avail.

That Robert Martin was then put in possession of the forty acres of land in question, and the Milburn Creek Copper-mining Company were ejected therefrom, and were put to much expense in the action, and have otherwise sustained great losses through the result of the action.

That an appeal was made to the Full Court to set aside the verdict, but without avail.

Your Petitioners would respectfully submit and pointed out to your Honorable House that the Minister of the day, after the fullest inquiry, decided that Thorn, Baker, and party were entitled to the land, and still more that, at the request of His Excellency, the Cabinet reconsidered this matter and reported that they concurred in the decision which had been arrived at, and a lease having accordingly been issued, that therefore the Government in the most formal manner accepted Thorn, Baker, and party as their tenants, and have for upwards of six years taken rent from them and the Milburn Creek Copper Company.

That during the years which have elapsed since the issue of the lease in question, the lessees have expended the required money on the land, and in every other way fulfilled the clauses and conditions of the lease.

Your Petitioners submit that in the lease of the land in question from the Crown thus being set aside and their leasehold rights taken from them, they have suffered a grievous hardship and loss, and that they are entitled to consideration from the Government on account of the Government not fulfilling their part of the contract with the lessees.

Your Petitioners further submit to your Honorable House that, unless amends are made to the lessees and your Petitioners for the loss of their leasehold rights to the land in question, and due consideration shown them, and their leasehold rights protected, a great blow will be struck to enterprise in the country, by reason of the insecurity that will be felt in regard to the investment of capital on the faith of leases made by the Crown to the public.

Your Petitioners therefore pray that your Honorable House will take the premises into your favourable consideration, and grant such relief to your Petitioners as may be deemed advisable.

And your Petitioners will ever pray, &c.

[Here follow 20 signatures.]

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

REPORT FROM THE SELECT COMMITTEE

ON

MINERAL SELECTION AT MILBURN CREEK ;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE,

MINUTES OF EVIDENCE,

AND

APPENDIX.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,

5 *April*, 1878, A.M.

SYDNEY: THOMAS RICHARDS, GOVERNMENT PRINTER.

1878.

1877-8.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

VOTES NO. 32. TUESDAY, 26 FEBRUARY, 1878.

12. MINERAL SELECTION AT MILBURN CREEK:—Mr. W. Davies moved, pursuant to *amended* Notice,—
- (1.) That a Select Committee be appointed, with power to send for persons and papers, to consider and report upon the Petition of the Shareholders of the Milburn Creek Copper-mining Company, complaining of injury and loss of property sustained by them on account of the deprivation of their rights under a certain Mineral Lease from the Crown to them.
- (2.) That such Committee consist of Mr. Gray, Mr. Pileher, Mr. McElhone, Mr. W. C. Browne, Mr. Coonan, Mr. Thompson, Mr. W. H. Suttor, and the Mover.
- Question put and passed.
-

VOTES NO. 41. THURSDAY, 14 MARCH, 1878.

5. MINERAL SELECTION AT MILBURN CREEK:—Mr. W. Davies (*by consent*) moved, without Notice, That the Return to Order laid upon the Table of this House on 13th February, 1874, the Report from the Select Committee brought up on 4th August, 1875, and the Petition from Shareholders of the Milburn Creek Copper-mining Company presented on 1st February last, in reference to "Mineral Selection at Milburn Creek," be referred to the Select Committee now sitting on that subject.
- Question put and passed.
-

VOTES NO. 53. FRIDAY, 5 APRIL, 1878, A.M.

6. MINERAL SELECTION AT MILBURN CREEK:—Mr. W. Davies, as Chairman, brought up the Report from, and laid upon the Table the Minutes of Proceedings of, and Evidence taken before, the Select Committee for whose consideration and report this subject was referred on 26th February, 1878; together with Appendix.
- Ordered to be printed.
-

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1877-8.

 MINERAL SELECTION AT MILBURN CREEK.

 REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, appointed on the 26th February, 1878,—“with power to send for persons and papers, to consider and report upon the Petition of the Shareholders of the Milburn Creek Copper-mining Company, complaining of injury and loss of property sustained by them on account of the deprivation of their rights under a certain Mineral Lease from the Crown to them,”—and to whom was referred, on the 14th March, 1878, “the Return to Order laid upon the Table of the House on 13th February, 1874, and the Petition of the Shareholders of the Milburn Creek Copper-mining Company,”—have agreed to the following Report:—

Your Committee have examined the witnesses named in the List*, and *Sec List, page 5. fully considered the printed papers referred to them; and it appears the Petitioners held the land claimed by them under a lease issued in their favour under the Great Seal of the Colony, and that they incurred large expenses in mining operations on the said land.

That they were dispossessed of their land through an adverse verdict in the Supreme Court, and have lost their land with the improvements thereon; and your Committee recommend their case to the favourable consideration of the Government.

WILLIAM DAVIES,

Chairman.

No. 2 Committee Room,

Sydney, 4th April, 1878.

PROCEEDINGS OF THE COMMITTEE.

THURSDAY, 7 MARCH, 1878.

MEMBERS PRESENT:—

Mr. W. Davies,	|	Mr. W. H. Suttor,
Mr. Thompson,		Mr. Coonan.

Mr. W. Davies called to the Chair.

Entry from Votes and Proceedings, appointing the Committee, *read* by the Clerk. Committee deliberated.

Re-assembling of the Committee to be arranged by the Chairman.

[Adjourned.]

THURSDAY, 14 MARCH, 1878.

MEMBERS PRESENT:—

Mr. W. Davies in the Chair.

Mr. Coonan,	|	Mr. W. H. Suttor,
		Mr. W. C. Browne.

Ezekiel Alexander Baker, Esq., M.P., called in and examined.

Witness *produced* original application for a Mineral Conditional Purchase, made by Robert Martin and others, and *handed in* certified copy of the same. (*See Appendix A.*)

Witness withdrew.

Committee deliberated.

[Adjourned to To-morrow, at half-past *Two* o'clock.]

FRIDAY, 15 MARCH, 1878.

MEMBERS PRESENT:—

Mr. W. Davies in the Chair.

Mr. Gray,		Mr. W. C. Browne.
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Ezekiel Alexander Baker, Esq., M.P., called in and examined.

Witness *produced* copy of the Judge's Notes in the case of *Martin v. Baker*.

Witness withdrew.

Mr. John Wiseman (*Clerk, Lands Department*), called in and examined.(See *Appendices B 1 to 4.*) Witness *handed in* certified copies of certain documents, which were ordered to be appended.

Witness withdrew.

William Russell, Esq., called in and examined.

Witness withdrew.

Committee deliberated.

Re-assembling of the Committee to be arranged by the Chairman.

[Adjourned.]

THURSDAY, 28 MARCH, 1878.

MEMBERS PRESENT:—

Mr. W. Davies in the Chair.

Mr. Coonan,	|	Mr. W. C. Browne,
		Mr. Thompson.

John Creagh, Esq., called in and examined.

Witness withdrew.

George Walker Waddell, Esq., called in and examined.

Witness withdrew.

Mr. Michael Casey called in and examined.

Witness withdrew.

William Russell, Esq., called in and further examined.

Witness withdrew.

Committee deliberated.

Ordered,—That the Hon. James S. Farnell, Esq., M.P., be requested to give evidence next meeting.

[Adjourned to To-morrow, at *Eleven* o'clock.]

FRIDAY,

FRIDAY, 29 MARCH, 1878.

MEMBERS PRESENT:—

Mr. W. Davies in the Chair.

Mr. Thompson, | Mr. Gray,
Mr. Pileher.

The Hon. James Squire Farnell, Esq., M.P., called in and examined.
Witness withdrew.
Committee deliberated.

[Adjourned to Wednesday next, at *Three* o'clock.]

THURSDAY, 4 APRIL, 1878.

MEMBERS PRESENT:—

Mr. W. Davies in the Chair.

Mr. Cōnan, | Mr. W. C. Browne.

Chairman submitted Draft Report.
Same *read* and *agreed to*.
Chairman to report to the House.

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1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE.

ON

MINERAL SELECTION AT MILBURN CREEK.

THURSDAY, 14 MARCH, 1878.

Present:—

MR. W. C. BROWNE,
MR. COONAN,MR. W. DAVIES,
MR. W. H. SUTTON.

WILLIAM DAVIES, Esq., IN THE CHAIR.

Ezekiel Alexander Baker, Esq., called in and examined:—

1. *Chairman.*] You are a member of the Company claiming a certain lease at Milburn Creek? I am a large shareholder; I was the Managing Director for some years—I am so now, I suppose. E. A. Baker,
Esq.
2. And the Company of which you are a member hold the lease? They hold a lease from the Crown, which I produce. I also produce a receipt for the rent of the ground for 1878. 14 Mar., 1878.
3. Has the Company any particular title? The Milburn Creek Copper-mining Company. I may state that the Company was formed some time after the issue of the lease. The transfer was made by the lessees to the trustees for the Company in the usual way.
4. The receipt you produce for rent for 1878, is for the lease numbered 1298, and is in the names of the lessees? Yes. I have not produced receipts for rent for previous years, because I did not think it was necessary, although I can produce them if they are required.
5. It would perhaps be better for you to make a statement to the Committee as to how the lease was obtained? The position of the matter, I think, is just this: On the 3rd September, 1872, I, in conjunction with other persons, applied for a mineral lease of certain lands at Milburn Creek, about thirty miles from Carcoar. The other persons I speak of were William Crane, Charles Bennett, and George Thorne. About the same time two other parties alleged to the then Minister for Lands, Mr. Farnell, that they had a right to the land, the names of those persons being Messrs. Joseph Martin, with whom was associated Mr. Scott, of Burrowa. There was also Robert Martin and party, who are now in possession of the land. About the time these persons laid claim to the land in question, they disputed our right to it before the Minister. Joseph Martin said to the Minister for Lands that he had marked out the land about a month before, and that therefore the land was his before we marked it out. Robert Martin says he marked it out about sixteen days after, and applied for it as a mineral conditional purchase, and that we had marked out land to the south of his land, and not the identical land in question. Upon this, Mr. Farnell caused inquiry to be made, and took some five months to investigate the matter. He caused two surveys to be made—one by Mr. Licensed Surveyor Machattie, and another by the District Surveyor, Mr. Fisher. The result of the investigation was, that Mr. Farnell decided that Joseph Martin, who alleged that he had applied for the land a month before, had no right to this particular land in question, inasmuch as the land he had applied for was about a mile away from the Milburn Creek Company's land. Joseph Martin appeared to be satisfied, and did not take further proceedings. The Minister for Lands then investigated the land as between ourselves and Robert Martin, and he decided that Robert Martin having sent in his application sixteen days after us, and we having complied with the conditions and regulations under the law, we, and not Robert Martin, were entitled to the land; and he recommended the Government to issue a lease to us. The lease was prepared, and signed by the Governor, and then Robert Martin petitioned the Governor to stay the

E. A. Baker,
Esq.
14 Mar., 1878.

the issue of the lease until further inquiry had been made into the circumstances of the case. Robert Martin alleged that the Minister for Lands had not taken due precautions in the investigation of the matter. The Governor referred the petition to the Cabinet for consideration and report. The Cabinet, after considering the petition, reported that they could see no reason to advise that their colleague had given a wrong decision. Thereupon the lease which I now produce to the Committee was issued to us by the Government. We then went into quiet and undisputed possession of the land, and commenced to develop the mine. We developed the mine to a considerable extent, and had commenced to erect copper-smelting furnaces, when, in May, 1875, Robert Martin applied to the Legislative Assembly for the appointment of a Select Committee to investigate the matter again, he not being satisfied with the decision of the Minister for Lands, the Cabinet, and the Governor. A Committee was appointed, and considerable investigation took place. Witnesses were examined on both sides. I was a witness, and was examined at considerable length. The Committee reported that they saw no reason for departing from the decision of the Cabinet in the matter. We then formed a Joint Stock Company, with a nominal capital of £72,000. The public bought shares. We erected furnaces at considerable cost, and went on developing the mine and producing large quantities of copper ore of a very valuable kind. In December, 1876, Robert Martin commenced an action of ejectment against us. The case was tried at Bathurst, before His Honor Sir William Manning, in April, 1877, and a verdict was given against us. We moved for a new trial. The motion was heard in September, 1877; but we were ejected by a writ of execution from the Supreme Court, and were compelled to leave the mine and hand it over to these other people. They are now in possession of all the property. That, Mr. Chairman, is briefly the history of the case.

6. They took it without giving you any compensation? They gave us no compensation. Whilst the action for ejectment was going on, we applied, through our attorney, to the Attorney General, that the Government, as lessors, should come forward and defend the rights of the Crown in the matter. We considered that the Crown was interested, inasmuch as the Government were lessors, and had guaranteed certain rights, and we requested the Attorney General to co-operate with us in some way. The Attorney General refused, and we had to proceed entirely at our own cost. We exhausted all our resources in meeting the heavy costs of the action. We retained the best legal talent we could get, and did all we possibly could to defend our rights. I may state that the rent has been taken for the ground by the Government up to September of the present year. I have produced the receipt for it. We have complied with the covenants of our lease, and have spent considerably more than was required by law—in fact there was no obligation on our part that was not fulfilled. We now ask the Government to fulfil their part of the agreement as lessors, and either put us in possession of the land or give us compensation.

7. *Mr. Coonan.*] Do you produce the notes of the Judge before whom the motion for a new trial was heard? No, but I can produce them.

8. *Mr. Sullor.*] Was a new trial refused? It was hardly a new trial; certain points which had been reserved were determined.

9. *Mr. Coonan.*] Certain points were reserved for decision by a full Court, and that decision was against you? Yes, that is it.

10. *Chairman.*] If you held the lease at the time of the action, on what evidence was the action against you? It appeared to me that the verdict was given against us on these grounds—it was alleged by Martin that we had not marked out the ground which we said we had marked out. I may state that this question of marking out the ground was fully gone into by Mr. Farnell.

11. Under the Crown Lands Alienation Act, a prior application gives a right to the ground? That was the essence of the right to the ground. It was understood in those days that if you intimated, however remotely, that you had selected certain land, and your application for it was first, you had that land.

12. You actually had possession of the land by making improvements? Yes, and by marking the trees.

13. In what way were the markings undefined? Unfortunately we had but one man who marked the land out—one of our partners. As is very customary in mining matters, a man does not get a number of witnesses to see him mark out the land he intends to take up, he does it as secretly as he can, in order to prevent the land being taken up by other persons, and we have only this one witness for us. When the rich nature of the ground had been disclosed—for blue and green carbonate of ore was found there—other persons came after it; and although their application was made sixteen days after ours, they claimed the land, on the ground that it was vacant Crown land, and also on the ground, as they alleged, that we had taken up some distance further south. In reply to that, we say it is exceedingly improbable, in fact almost impossible, that we could have marked out land to the south of that now in question. Mr. Thorne is a miner of twenty years standing, and he marked out the land at the place where the blue and green carbonates were disclosed. They say we marked out land in the bush where no trace of copper ore was seen. They took advantage of our discovery to make a conditional mineral purchase, thinking that to be a better title than an application for a mineral lease. The Court seemed to believe those three men in preference to our one man, and hence, I take it, the verdict was against us. Then again, I may state that these people allowed between four and five years to pass before they brought an action for ejectment; they allowed us to develop the mine and erect costly works, costing over £2,000, and make the property valuable before they brought an action of ejectment against us.

14. *Chairman.*] They never took possession of the land during those three or four years? Yes, they did this,—after they had made application for a mineral conditional purchase they disputed the right to the ground with our man who was there at work. There were several settlers and free selectors living about there, and those who claimed the land threatened to turn our man off by main force. He came to me and asked me what he should do; I said that the matter was before the Minister for Lands, and we must simply let the land remain until the Minister had decided. We left the matter to Mr. Farnell to decide as he thought fit, and when he gave his decision we went into possession; we could not go into possession before the decision, because the other claimants threatened to eject us by main force, unless we had a greater force or a police force to oppose against them. They were therefore in possession of the land after they had made their conditional mineral purchase, in the same way as we had been in possession after making our application for a mineral lease.

15. How long after your getting your lease was it that they abandoned the ground? They abandoned the ground quietly immediately Mr. Farnell gave instructions to the surveyor to survey the land for us, which was leased to us on the 17th March, 1873. I think Machattie made the survey in January. I was up there in January for the first time, and I then saw Machattie there by instructions from the Minister for Lands. He made a survey, and they left the ground at once; they appeared to me to acquiesce in the decision of the Minister.

16. And after that how long was it before they took further steps? Not until 1875; they took no further steps until they moved for the appointment of a Select Committee.
17. And that Select Committee reported that it saw no reason to disturb the decision of the Minister? Yes; they then waited from September 1875 to September 1876 before they made any movement. Robert Martin then bought his three partners out for £20 each, and got the thing into his own hands. His partners each accepted £20, and allowed Robert Martin to get the right, whatever that might be, in his own hands. Robert Martin then went about Sydney, getting subscriptions, and commenced an action. So little did his partners think of his chance that they parted with their interest for £20.
18. *Mr. Coonan.*] Has a lease of this land ever been issued to Martin? Never.
19. Then what title does he hold it by? By title as a free selector. He made a mineral selection under the 19th clause of the Crown Lands Alienation Act. Had it been a question between rival lessees, no doubt we should have had the ground without any difficulty whatever; but the Court seemed to hold that a mineral conditional purchase was a better title than a mineral lease. I cannot understand it I confess.
20. *Chairman.*] You say that three men testified to having seen some marks on trees to the southward of the land in question—but did they testify to having seen this man Thorne mark trees to the southward? No. I would point out to the Committee how this ground came to be marked out. We allege that we marked the ground out by marking a tree in the centre. We marked out 40 acres. There was another lease of 80 acres not far away from our ground, which had been marked out by a person named Jordan. There were 40 acres of ground between Jordan's 80-acre lease and our 40 acres; and before Martin made his mineral conditional purchase we took up the additional 40 acres lying between our ground and Jordan's; it was applied for on our behalf by Mr. Fitzpatrick; the application is amongst the papers I have brought with me. Our making application for this additional ground shows that before Martin made his mineral conditional purchase we supposed there were 40 acres between our lease and Jordan's 80 acres. Two or three days after we sent in our application, Martin made his mineral conditional purchase. That was on the 19th September, we having made our second application on the 17th September. The trees came to be marked in this way: we had applied for leases in all directions; we marked our second 40 acres, and we marked elsewhere those applications I am still interested in. The ground appearing to be valuable, we naturally enough applied for leases all around, and amongst others marked out this additional 40 acres.
21. *Mr. Suttor.*] Does Martin's conditional purchase comprise the same land as that claimed by your Company? When he brought his action he claimed that, but his application does not show it; in fact I may state something further to show what an extraordinary case it is. When R. Martin made his mineral conditional purchase he applied to go to the south of the 80 acres. Martin's original application will be produced by a clerk from the Lands Office.
- [A clerk from the Lands Office produced the original application for a mineral conditional purchase made by Robert Martin and others. See Appendix A.]
22. *Mr. Coonan.*] Your description bears south, too? Our description is north of Jordan's.
23. *Chairman.*] The application specifies land running in a southerly direction from Markham and West's copper lease? When Martin made his application on the 19th September, he asked to go to the south of Markham and West's lease—the application states that; but he found his mistake out after eight or ten days—he found he had gone in the wrong direction. He then applied to the Minister to get the word "southerly" altered to "northerly." So little did he know about the land that he first of all applied to go southerly, and then when he found he was wrong he endeavoured to get his application altered by changing the word "southerly" to "northerly." The Minister for Lands replied to the effect that if it was vacant Crown land the word might be altered as Martin had requested. But Mr. Farnell, after investigating the matter, found that it was not vacant Crown land—that it had been applied for by us. That shows how little Martin knew about it. The clerk from the Lands Office will produce the second application for the additional 40 acres, which will show that we thought there were 40 acres between our first lease and Jordan's. Our first application was made on the 3rd September; the second application for the adjoining land to the south was made on the 17th September, and Martin's application for a mineral conditional purchase was made on the 19th September.
24. *Mr. Suttor.*] A previous Committee decided that the matter was beyond their power, and ought to be decided by the Supreme Court? Yes.
25. What do you consider is the value of the leasehold? Perhaps I can best answer that question by stating that I was offered, eighteen months back, by Mr. Lloyd, Managing Director of the Esk Smelting Company, if I could get all the shares, £9,000 for the mine. I have since been informed by Mr. Lloyd that he made that offer on the understanding that he could at once have got £15,000 for it.
26. Has much copper been raised from the mine? Very large quantities. Martin, in his evidence before the Select Committee, estimated the value of the mine at £70,000; he also estimated it at that before the Supreme Court. Our Company would not hear of Mr. Lloyd's offer of £9,000, and so the matter dropped.
27. Is the copper all of good quality—does it yield a high percentage? Yes; it extends for about 120 feet in depth, by about 6 or 7 feet in width, without a speck of spar in it.
28. *Chairman.*] You say you formed a Company with a nominal capital of £72,000? Yes.
29. *Mr. Coonan.*] Was that alone to work the 40 acres? Yes.
30. All your machinery is on the 40 acres? No, we could not erect the copper-smelting furnaces on the 40 acres, because the mine is on the top of a hill, and you must have smelting furnaces where you can get water. So we applied for a special lease of 20 acres, about a mile beyond our 40 acres, and upon that we erected our three furnaces. I may state to the Committee that after the decision of the Supreme Court, and after these people had been put in possession, they had a claim against us for costs; and we were advised that they could bring an action against us for mesne profits. Their costs were £500 or so; and had they brought an action for mesne profits, it would have been a serious matter for the Company, as its resources were exhausted. We had only just recovered ourselves from the cost of erecting furnaces and plant. We therefore found ourselves in this position—we had no funds, we found that execution would be issued for the costs and an action was about to be brought against us for mesne profits. We therefore gave up our furnaces to satisfy the claims against us for mesne profits and costs; otherwise we should have been personally pursued for a very large amount.

- E. A. Baker, Esq.,
14 Mar., 1878.
31. *Chairman.*] You abandoned the furnaces and machinery too? We abandoned the plant in order to avoid an execution for costs and an action for mesne profits. So they have the mine and the furnaces and plant. There was no help for it; we had no funds or resources. We should have been wound up, and those who could have paid would have been proceeded against. We were about four and a half years in quiet possession of the mine.
32. Are there many shareholders connected with your Company? Yes, I think there are about thirty.
33. The Company has never been wound up? It has never been wound up—it is still in existence.

FRIDAY, 15 MARCH, 1878.

Present:—

MR. W. C. BROWNE, | MR. GRAY.

WILLIAM DAVIES, ESQ., IN THE CHAIR.

Ezekiel Alexander Baker, Esq., M.L.A., further examined:—

- E. A. Baker, Esq., M.L.A.,
15 Mar., 1878.
34. *Chairman.*] We left off at the point where you were to produce some papers from the Court? Yes; the Judge's notes of the evidence at the trial of *Martin v. Baker*, which Mr. Coonan asked for; I produce a copy of them. (*Copy produced.*) Perhaps I may state that when this land was applied for by us in 1872, it was necessarily taken under the Occupation Act of 1861, the Mining Act not being then in existence. It was then held to be a rule of the department, and was the practice with the public, that applications were made merely for permission to select land at any time within a year; not as now, when they have to mark out the ground. It was simply an application for permission to select. You paid your money and you got this permission, and you then had the whole year to roam about the Colony and make a mineral selection. Having made the selection, the practice was to indicate in some way the land chosen, whether by marking trees, cutting trenches, or digging holes, or in any way you chose to indicate that you wanted 40 acres of land in a certain locality; and from that it was held that having indicated the land, and no one having applied for it before you, you were entitled to a lease. This was just what we did. On the 3rd of September we applied for permission to select 40 acres of land for mining for copper. It was not necessary for us to mark out the land in any way—there was no occasion to do so; we say, however, that we did mark a tree as the centre of the land.
35. Great stress was laid upon the evidence of Martin, that he saw no trees marked? You will find that Mr. Machattie, the surveyor, says he saw a tree marked.
36. *Mr. Gray.*] Who was Martin? The plaintiff in the action against us.
37. Who was Machattie? A licensed surveyor.
38. Had Machattie any interest in this matter? I cannot say.
39. *Chairman.*] He had no interest in your Company? No.
40. *Mr. Gray.*] If he had any interest it must have been adverse to you? He had none with us at all events.

Mr. John Wiseman called in and examined:—

- Mr. J. Wiseman,
15 Mar., 1878.
41. *Chairman.*] Where do you come from? From the Lands Department.
42. Do you produce copies of applications for 40 acres of land at Milburn Creek? I produce copies; the original applications were deposited in the Supreme Court, and I could not get them; but I produce certified copies from the Mining Department. (*Handed in. See Appendix B 1.*) One is dated 3rd September, 1872, from Crane, Bennett, Baker, and Thorne; and the other, 17th September, from Baker and Thorne.
43. Have you not some other papers to produce? Yes. This is a letter from Neville & Co., dated 15th August, 1873, applying for a refund of their deposit. (*Attested copy handed in. See Appendix B 2.*) This is an extract from the Lands Department respecting the application of Richard Neville, Thomas Neville, James Lynch, and Robert Martin, which shows that the application was cancelled by special permission. (*Certified copy handed in. See Appendix B 3.*) This is a writ of summons in ejectment in the case of *Martin v. Baker*, dated 28th December, 1876, judgment having been signed on 30th October, 1877. (*Certified copy handed in. See Appendix B 4.*)

William Russell, Esq., called in and examined:—

- W. Russell, Esq.,
15 Mar., 1878.
44. *Chairman.*] You were solicitor for the defendants in the action *Martin v. Baker*? I was.
45. What were the points reserved? Of the points reserved for a nonsuit, one was that the description of the land was void for uncertainty, and put them to the south, and that the Crown had no right to amend; and the other was that the land reverted to the Crown because the balance of the purchase money had not been tendered by the plaintiff within fifteen months after selection, which seems to be absolutely necessary by the 18th clause in the Crown Lands Alienation Act of 1861.
46. These points were argued, and the verdict was not disturbed? Yes.
47. Was the verdict maintained on all points? Yes.
48. You are quite clear about that? Yes; the decision upon all points was in favour of the plaintiff.
49. You applied for a new trial, and that was refused? Yes.
50. Who was the Judge who tried the case? Sir William Manning tried the case at Bathurst. We wanted to have it tried in Sydney, and before a special jury of twelve, and we used every means to have it so, but we failed.
51. The application for a new trial was made before the Court in Sydney? Yes, before the full Court, upon the evidence that appeared before the Court at Bathurst. I may mention that the two Whittys, who accompanied Thorne in taking up the selection, were subpoenaed for the plaintiff, and were in Court at the trial at Bathurst, but they were not examined.
52. Why did not the defendant examine them? They were the plaintiff's witnesses, subpoenaed by the plaintiff; it was for the plaintiff to prove his case. I was informed that immediately after the selection
the

the Whittys threw Thorne over. In fact there was an agreement produced in Court between Thorne and Whitty, by which Thorne was to give them a certain share of the proceeds of the mine; but that was never acted upon. They threw Thorne over, and acted with Neville, Martin, and party. That is in evidence in Mr. William Ramsbottom's declaration, which will be found in the Appendix to the evidence taken by the Select Committee that sat in 1875. I may say that I spoke to the managing clerk of plaintiff's attorney, who attended the trial, and commented upon his not having called the Whittys, and he said he was afraid to call them. I may also mention that on the second day of the trial the child of one of the jurymen died, and I presume that that prevented that jurymen from giving that attention to the case which the case deserved.

W. Russell,
Esq.
15 Mar., 1878.

THURSDAY, 28 MARCH, 1878.

Present:—

Mr. W. C. BROWNE,

Mr. COONAN,

Mr. THOMPSON.

WILLIAM DAVIES, Esq., IN THE CHAIR.

John Creagh, Esq., called in and examined:—

53. *Chairman.*] Are you a shareholder in the Milburn Creek Copper-mining Company? I am.
54. Were you one of the original shareholders, or did you buy in? I bought in in 1875.
55. Could you say how you came to buy in? Mr. Waddell, Manager of the Joint Stock Bank at Orange, mentioned this mine to me as a good investment. He said the shares were low at the time, the original holders not having had much capital to start with, and the money they got from the mine having been invested in developing it, sinking shafts, and so forth; he told me also that he had examined the mine himself, that he had had a good deal of experience in copper mines in Queensland, at Copperfield, Peak Downs, and he thought it a good investment, as there was a probability of its being a lasting mine.
56. Did you, at the time you bought in, know anything about rival claimants to the mine? Yes, Mr. Waddell told me there were other parties who claimed it.
57. Knowing of these rival claimants, what induced you to purchase shares? The knowledge that the Government, the Minister for Lands first and the Parliament afterwards, had investigated the respective claims, and had decided to grant a lease to the parties who formed the Milburn Creek Copper-mining Company.
58. You understood that a lease had been granted at the time? Yes.
59. Were you, before you bought, or did you afterwards make yourself acquainted with the mine itself? After I purchased, there was a general meeting of the shareholders at Milburn Creek, and I went over there. There was some dispute affecting the management, and we got two competent men to inspect the mine, Mr. Veal, a mining engineer from Grenfell, and Mr. Snee, Government Inspector of Mines. They were employed to go over the mine and report upon it and upon the management, and they spoke very highly of it indeed.
60. Of the mine itself or of the management? Of the mine. Mr. Veal did not seem to think much of the management, Mr. Snee did; but both agreed that the mine itself was a capital one.
61. What occurred then? I bought some more shares then, having seen the place and observed that it was getting on so well. We then wanted police protection and a public school, and we have got them since.
62. Do you hold shares in the Company now? I hold 500 now; I sold some to Mr. Casey afterwards.
63. Had the value of them increased or decreased when you sold? Increased greatly. I sold at what I considered equal to 4s. 6d. a share. We expected a dividend of 6d. a share, and I made an arrangement with Mr. Casey that if he gave me 4s. cash I was to get the dividend.
64. Do you know of any sales of shares besides your own? Yes, Dr. Tennant bought some at 3s. 9d., and I know Mr. Heap, the brewer, in Orange, offered Mr. Goddard, a large shareholder, 6s. a share for 1,000 shares, which Mr. Goddard refused.
65. What was the value of them at the time? The nominal value on the certificate was £1.
66. I mean the price of the shares: you say the price had considerably increased from the time you bought? Yes.
67. After you bought, more money was spent upon the mine? Yes, all the money that came out of it. We got a dividend of 4d. a share, or something of that kind, but everything else that came out of it went into it again to develop it.
68. How many shares were there in the Company? 72,000.
69. *Mr. Coonan.*] Have you any idea of the value of the improvements made at the mine? I have not; I did not keep the balance sheets.

J. Creagh,
Esq.
28 Mar., 1878.

George Walker Waddell, Esq., called in and examined:—

70. *Chairman.*] Are you a shareholder in the Milburn Creek Copper-mining Company? Yes.
71. And a director? Yes.
72. And trustee? Yes.
73. Did the Company hold a lease of the ground from Government? Yes.
74. You were not one of the original proprietors of the mine? No.
75. You bought in? Yes.
76. When? About June, 1874.
77. Do you still hold your shares? I do, most of them; I have sold a few.
78. Did you sell them at a profit? Yes, a slight profit—not very much.
79. When you bought in, did you know there were rival claimants? Yes.
80. What induced you to buy in, knowing of the dispute as to the ownership of the mine? Simply that I knew the case had been investigated by the Government, and by a Select Committee of the Assembly, and a decision given in favour of the party I bought from, and that they held a lease from the Crown; I saw the lease—in fact it was deposited with the Bank of which I was in charge.

G. W.
Waddell, Esq.
28 Mar., 1878.

- G. W. Waddell, Esq.
28 Mar., 1878.
81. Do you know of other people who bought shares on the same grounds? I do; I know of a great number who bought after they found that I owned shares in this mine.
82. Was it generally known that there was a dispute? It was, although some of the shareholders did not know of it till after they bought; but it was generally known amongst the majority of the shareholders.
83. Did any of those who bought apply to you to know what was the right of the Milburn Creek Company to the mine? I was questioned, not exactly on that point, but generally upon the safety of the investment, both as Manager of the Bank at Orange, where I came in contact with a great many people, and as a shareholder in the mine, getting dividends from it as I was at the time. They naturally made inquiries of me, and I gave them all the information I could.
84. Did any of them apply to you to know the state of the ownership of the mine? No, they never applied to me directly upon that point.
85. You said it was generally reported that there were rival claimants? Yes, it was known generally amongst the public around Careoar, Grenfell, and Blayney, that there had been a dispute as to the ownership, but it was supposed that it had been finally decided in favour of the then holders of the mine.
86. It was well known that the case had been decided by the Government in their favour? Yes, it was thought that it was beyond question; in fact, when the action was brought, the idea was simply laughed at—we did not think it possible to upset a lease from the Crown.
87. How long did your Company hold possession of the ground? For about three years after the Company was formed.
88. The lease is dated in 1872? I am speaking of the time since it was formed into a Company with 72,000 shares.
89. Was it being worked all that time? Yes.
90. Was much copper got out of it? Yes; from March 1876 to July 1877, ore to the value of £10,830 16s. 9d., was got out. Previously, ore to the value of £1,000 had been raised by the old Company, and we produced copper ourselves at our own smelting works to the value of about £6,000—altogether £17,830 16s. 9d. I may mention that the mine was opened out as well as possible for working in future years; and as a proof of that, a lode of yellow ore we had there, we were paying 18s. a ton for getting out, and since then we hear they are getting it out for 7s.
91. Do you remember the visit of Mr. Slec to the mine? Yes.
92. Was he consulted as to the working? Yes.
93. Was the mine worked on any recommendation of his? I forget exactly. I recollect that we had two or three recommendations from practical men.
94. Can you say whether he reported generally favourably upon the mine? Yes, he bought into the mine himself.
95. After he had inspected the mine? It was before the time I saw him at the mine; but he had been there previous to buying.
96. What is the highest price you know to have been given for the shares? About 4s. 6d.; but I know one or two cases where more was refused.
97. I think you said you still hold your shares? I hold the greatest portion of them.
98. You have had some experience in mining yourself? Yes, I lived close to the Peak Downs Copper Mine in Queensland, and I have had a great deal to do with copper mines.
99. What is your opinion of the character and commercial value of this Milburn Creek Copper Mine? I was so favourably impressed with it the first time I saw it that I determined to take shares in it. I took two specimens and sent them to Bathurst to be assayed; one went 30½ and the other 42 per cent. of copper. I then bought into the mine. I never saw a better show of ore; and in addition to that, we had all the advantage of close railway communication, which we had not in the interior of Queensland.
100. Do you know what was the percentage of the ore that you sold to the Esk Company? The ore raised at first went 25 per cent.
101. What was the average percentage of the ore you sold to the Esk Company? I think about 12 or 13 per cent., perhaps more; I could find out and add the information to my evidence.*
102. Do you know what was the average percentage of the ore the Milburn Creek Company smelted at their own works? Average 20 per cent.
103. Mr. Coonan.] What do you suppose the mine is worth? I have had many estimates. I know Mr. Lloyd told me himself he would give £9,000 for it, and I believe it would have been re-sold for £15,000 if that offer had been accepted.
104. What is the highest amount you have heard of being offered for shares? 6s.
105. 72,000 shares at 6s.? £21,600.
106. That is the highest you have ever heard offered for the shares? Yes; that was refused.
107. Mr. Thompson.] Do you know that of your own knowledge? Yes, I heard it both from the person who proposed to buy and the person who refused to sell. We all at that time held on to the shares, believing that ultimately we should see them at 10s. or 15s. each, as the mine was then beginning to pay dividends.

Mr. Michael Casey called in and examined:—

- Mr. M. Casey
28 Mar., 1878.
108. Chairman.] Are you a shareholder in the Milburn Creek Copper Company? Yes.
109. Were you an original holder, or did you buy in? I bought in.
110. Do you hold your shares yet? Yes.
111. From whom did you buy them? From Mr. Wood and Mr. Creagh.
112. At the time you bought, did you know there was a dispute as to the ownership of the mine? I do not remember that I did—I do not think I did, but Mr. Creagh says he told me.
113. You knew afterwards that there was a dispute? Yes.
114. What action did you take when you knew there was a dispute? None whatever.
115. Did you not ascertain for yourself what the rival claims were? I saw the case went against us in the Court.
116. Did you ascertain from anybody what grounds the Milburn Creek Company had for holding the land? The impression was that there was no fear as to our title—that they could not dispossess us.
117. Why? Because we had a lease from the Government.

118.

* ADDED (on revision):—I find the average to be fully 13 per cent.

118. Did you at any time try to sell your shares? No. I have offered them since the case went against us. Mr. M. Casey.
119. And did not meet a purchaser? No; it was more in joke than in earnest. 28 Mar., 1878.
120. *Mr. Coonan.*] What did you pay for your shares? 4s. for some, and 3s. 6d. for others.
121. Did you get a dividend? No; I bought some with the right of the next dividend to the seller.
122. Have you seen the mine yourself? No. I did all I did on the representation of Mr. Waddell and other gentlemen. Mr. Waddell being Manager of the Bank up there, we had every confidence in it.
123. *Chairman.*] You were satisfied in your own mind that the claim of this Company was a good one? Yes.
124. How did you know they had a lease? Mr. Waddell told me—he told me the lease was in existence, and that it was a good investment. I understood Mr. Baker was Manager of the mine, and he being a Member of Parliament, that gave confidence at once in the affair.

William Russell, Esq., called in and further examined:—

125. *Mr. Coonan.*] You acted as solicitor in this case at Bathurst? Yes, for the defendants. W. Russell,
Esq.
28 Mar., 1878.
126. The case went against the Company? Yes.
127. You have seen the mine yourself? Yes, about twelve months ago.
128. You went up to see it specially? Yes.
129. Whom did you go with? With Mr. Baker.
130. Whom did you find in possession of the 40 acres of land mentioned in the lease? The Milburn Creek Company.
131. At that time was anybody else in occupation? Not to my knowledge; I did not hear of anybody being in occupation except the Milburn Creek Company and their employes.
132. Do you know that this same piece of land is claimed by Robert Martin, Neville, and party? Yes.
133. Do you know what description they put in the writ of ejectment? The identical description in the lease to Thorne, Baker, and party.
134. You have seen the description Martin and party gave when applying for 40 acres in 1872? Yes.
135. Does that description in any way agree with the description contained in the lease? It is wholly different in all respects.
136. Do you know Martin, Neville, and party's application of the 19th September, 1872? I have read it.
137. Is that the description under which they claim to hold these 40 acres of land? It is.
138. The description given by Richard Neville for self and party on the 19th September, 1872, in taking up this land, reads as follows:—"County of Bathurst, parish of Bracebridge, 40 acres, about 1 mile east of the road from Spring Vale to James Park, and about a mile in a southerly direction from Markham and West's copper lease. To be taken as marked by applicants." That is the description under which they claim to be entitled to these 40 acres of land? Yes.
139. In suing in the Supreme Court to issue a writ of ejectment, they did not use that description in their writ, but used the very description in the lease to Thorne, Baker, and party? Yes, word for word.
140. You are a shareholder in the Milburn Creek Company? Yes.
141. They used the exact description that was given in your lease? Yes.
142. In what parish is the 40 acres of land you claim? Dunleary.
143. In a different parish altogether from the land they applied for? Yes; they asked for land in the parish of Bracebridge.
144. The land included in your lease was in the parish of Dunleary? Yes; and it was surveyed for Thorne, Baker, and party's application of 3rd September, 1872.
145. The writ of ejectment was not for land applied for by them on the 19th September, 1872, in the parish of Bracebridge, but for land in the parish of Dunleary? Precisely so; they now describe it as in the parish of Dunleary.
146. Do you know of any document or decision allowing them to change their description from the parish of Bracebridge to the parish of Dunleary? Not to change the parish.
147. Was Richard Neville called to give evidence in the case at Bathurst? No. I may say that if they were allowed to amend their description by using the word "northerly" instead of "southerly," they would be in the parish of Bracebridge.
148. What evidence did the plaintiffs give of ownership of these 40 acres in Dunleary? They said they had marked it roughly.
149. Was not their application the application made by Richard Neville for self and party? Yes, that was produced.
150. Do you know anything about the plaintiffs Martin, Neville, and party, agreeing to a refund of their money? Yes, there is a letter from Neville & Co. to that effect amongst the papers. When the Minister decided against them they applied to have their deposit money refunded.
151. Did they ever get that refund? No. I am told they relinquished that application for it. The Government cancelled their application for the land.
152. They took the land up under the Alienation Act, and you took yours under the Occupation Act? Yes; under the 13th and 19th sections of the Crown Lands Alienation Act of 1861.
153. Acting as solicitor for the defendants, did you make any search as to whether the conditions required under those sections had been fulfilled by Neville and party? Yes, I inquired at the Treasury, and found that the plaintiff's party had never tendered the balance of the purchase money, although the time had expired. We took up a witness from the Treasury to prove that, but the plaintiff, Robert Martin, acknowledged that he had not tendered it, that he had not been to the Treasury at all about it; he went to the Lands Office and made some inquiries, but he had not been to the Treasury.
154. Did you find out whether any declaration had been made as to the fact that not less than £2 per acre had been expended in mining operations? There was no such declaration.
155. Has there been anybody in occupation working this land since 1872 but the Milburn Creek Company? Not since March, 1873.
156. Since the floating of the Company? No, from March, 1873, up to the time of the Sheriff putting the plaintiff in possession under the judgment, there has been no person in possession except Thorne, Baker, and party, and the Milburn Creek Company, to the best of my knowledge.

- W. Russell, Esq.
28 Mar., 1878.
157. Has there been a grant of this land to Martin and party under the 19th section? No; there had been no grant issued long after the verdict in ejection, and I believe it has not yet been issued.
158. *Chairman.*] Subsequently to Thorne, Baker, and party applying for the 40 acres in dispute they applied for another portion of ground? Yes, on the 17th September, 1872.
159. In what direction from the first portion did they apply for the second portion? South of the first portion, to fill up the gap between their 40 acres and Jordan and Ash's 80 acres.
160. It extended southerly to Jordan and Ash's ground? Yes.
161. *Mr. Coonan.*] The second application would be evidence beyond all doubt where you meant to have the first? Yes, the second application expressly refers to the 40 acres applied for on the 3rd September as being on the north of it; Neville & Co.'s application was on the 19th September.
162. Knowing where Markham and West's copper lease is, where would a mile in a southerly direction from that put the 40 acres applied for under this description of Neville's? It would put it about a mile and three-quarters south of the Milburn Creek Company's 40 acres.
163. If they got the land according to their amended description—a mile in a northerly direction from Markham and West's lease—where would that put it? Just half a mile north of the north boundary of Thorne, Baker, and party's 40 acres, and in the parish of Braccbridge.
164. Have you any idea as to the value of this mine? I am not sufficiently versed in mining to give a good estimate of its value.
165. Did you look upon it as a very good speculation when you went up and saw it? As a speculation it seemed a very good one—it seemed a very good mine. I was very well satisfied with what I saw. I believe it to be the best copper mine in New South Wales.
166. *Chairman.*] When you bought in, were you aware of these conflicting claims? Not when I first bought.
167. Did you buy any shares after you became acquainted with them? I bought some before the action was commenced; after the action was commenced we got an injunction quashed.
168. *Mr. Coonan.*] Just tell us about the injunction being quashed? The action was commenced in the latter part of December, 1876. In the early part of the long vacation the plaintiff got an *ex parte interim* injunction. To prevent loss, we got the Primary Judge to allow us to show cause against the injunction during vacation. Cause was shown upon affidavit, and the Primary Judge dissolved the injunction with costs; in the early part of January, 1877, that was. Then we heard no more of the action until the early part of April, when, on the last day for giving notice of trial for Bathurst, I was served with notice.
169. Is it usual to go fully into the merits of a case when an application is made to dissolve an injunction? Yes, the defendants went very fully into the merits, and all the proceedings before the Minister, and the directions of the Government for the issue of a lease.
170. The case was in fact tried upon its merits before the Primary Judge, and the injunction dismissed with costs? Yes, with liberty to the plaintiffs to apply for a fresh injunction if they thought fit, which they did not do. As they lay by so long, we did not suppose they intended to proceed with the action, until I was served with notice of trial.
171. *Chairman.*] You went on with the work? Yes.
172. *Mr. Coonan.*] You worked the mine while the action was going on? Yes, until the full Court sustained the verdict.

FRIDAY, 29 MARCH, 1878.

Present:—

MR. GRAY, | MR. PILCHER,
MR. THOMPSON.

WILLIAM DAVIES, Esq., IN THE CHAIR.

The Honorable James Squire Farnell, Esq., M.P., examined:—

- The Hon. J. S. Farnell, Esq., M.P.
29 Mar., 1878.
173. *Chairman.*] You gave evidence in 1875, before the Select Committee on the Mineral Selection at Milburn Creek? I did.
174. You are aware that the Supreme Court has decided in favour of the people now in possession? Yes, I know an action of ejection was brought by Neville and party against Baker and party; it was tried at Bathurst, and a verdict was given for the plaintiff. There was an appeal to the full Court on some points of law that were reserved, and the Court decided in favour of Neville and party.
175. Do you, notwithstanding the decision of the Court, still hold your former opinion as to the rights of the parties? Assuming that Thorne's evidence is true, I am still of opinion that Baker and party are entitled to the land. The Jury in the case disbelieved Thorne's evidence, and believed the evidence of Neville's party.
176. Could you in any way reconcile Neville and party possessing this particular 40 acres, in virtue of their application, or amended application? No, they are most certainly not entitled to the land under their description of it; and I will point out now where I think the Supreme Court, or some of the Judges, when some of the reserved points of law were determined in Banco, were in error. One of the Judges pointed out that they were entitled to the land, although the description was defective in other respects, because it said "the ground to be taken as marked." Now I think the Judge took an erroneous view of the land in that respect, because the Crown Lands Alienation Act particularly points out the way in which land should be taken up, namely, by a particular form of description; Form D "County of parish of acres." Then it states—"Add here the name of river, creek, or road on which the land is situated, also its distance and direction from the nearest portion of private property, of which state the area, and the original purchaser or grantee, or distance and direction from nearest crossing-place of creek, or confluence of creeks or rivers, or other determinate point." The error the Court fell into was this,—that they confounded the mode of taking up land under the Occupation Act with that of taking up land under the Alienation Act. The law under the Occupation Act does not prescribe any particular mode of taking up the land, or even for measuring it, and it was usual, during the period of the

the rush in taking up mineral leased lands, for persons to describe their lands taken as marked; but the description of application of Neville and party is what is called in the department a tentative description. The Hon. J. S. Farnell, Esq., M.P.
 177. It says here "from the nearest portion of private property." Neville and party do in their application describe the land relatively to a piece of private property? Yes. I hold, and it has been held in the Supreme Court, in O'Shannassy's v. Joachim, Nesbit's case *in re* prohibition, and Emery and Barsley's case, and in nearly every case where the point has been tried, that the description was binding upon the purchaser. 29 Mar., 1878.

178. *Mr. Gray.*] These are all the principal cases that have been tried? Yes. In accordance with their description their land is certainly not in the position decided by the Court.

179. *Chairman.*] That is to say, it is neither a mile northerly nor a mile southerly of Jordan and Ash's 80 acres? Yes; which were the data from which these selections were taken. I may state that my former evidence upon this matter was very full, but there is one thing I should like to correct: in the evidence, in referring to a certain map, the county of Georgiana is named, whereas it should be the county of Bathurst.

180. *Mr. Thompson.*] Neville's party were allowed to amend their description, by substituting the word "northerly" for "southerly"? Yes.

181. Does not the parish given in their first application—the parish of Bracebridge—afford some evidence that the word "southerly" was a clerical error? It is quite clear it was not.

182. Southerly from Markham and West's would be reaching further into the parish of Dunleary? Yes.

183. Does not the application state that the land was in the parish of Bracebridge? Yes.

184. Does not, then, the mention of the parish of Bracebridge afford some evidence that the word "southerly" was a clerical error? I should say rather that the error lay in their not knowing the exact parish in which the land was situate.

185. Do you know whether Jordan and Ash's 80 acres was measured at the time this land was taken by Neville and party? It was not.

186. Do you know whether the parish boundary is marked—distinctly marked on the ground? I believe not.

187. Then all these applications appear to have been merely approximations—the parties could not give anything like precise descriptions at the time? No, they could not give the precise position, because the position of Jordan and Ash's had not been fixed, still I think they could have given a more precise description than they did, if they actually wished to describe the land they now have, for it will be seen that the southern boundary of this land which is now Neville and Martin's is 20 chains from the northern boundary of Jordan and West.

188. *Chairman.*] How far across in mileage is Jordan and West's? It is 28 chains and 28 links.

MINERAL SELECTION AT MILBURN CREEK.

APPENDIX.

[To the Evidence of E. A. Baker, Esq., M.P., 14 March, 1878.]

A.

Weekly Extract from the Register of Conditional Purchases made on the 19th September, 1872, in the Police District of Carcoar.

No.	Names in full of Conditional Purchasers.	Nearest Post Town to the residence of the Purchaser.	Hour.	Area of Selection.	Section of the Act.	Description in full of Land selected.	Deposits on additional area.	Deposit paid.
60 of 1872.	Richard Neville Thomas Neville James Lynch Robert Martin, sen Richard Neville	Woods Flat, viâ Cowra...	10 a.m.	40	19	County Bathurst, parish Bracebridge, 40 acres, about 1 mile east of the road from Springvale to James Park, and about 1 mile in a southerly direction from Markham and West's copper lease. To be taken as marked by applicants	£	s. d. 20 0 0
			Total	40		Total	£	20 0 0

I certify that the above is a true extract from the Register of Conditional Purchases made in the Police District of Carcoar, on the 19th September, 1872, as required by the 15th section of the Act 25 Victoria No. 1; and that the deposits paid upon the above purchases, amounting to £20, were transmitted to the Under Secretary for Finance and Trade, on 24th September, 1872.

EDW. J. C. NORTH,

Agent for the Sale of Crown Lands.

We certify that this is a true copy of the original document, and that we have examined the same and find it to be correct.

Lands Department, 18th March, 1878.

J.W.
C.D.

[To the Evidence of Mr. John Wiseman, 15 March, 1878.]

B 1.

Certified correct copy.—T. C. BINNY, Registrar, Dept. of Mines.

M.L. No. 12,988.

Wm. Crane, Chas. Bennett, E. A. Baker, Geo. S. Thorne.

40 acres. On a hill at the back of the Bald Hill, which lies about $\frac{1}{4}$ mile from the head of Markham's Creek, distant from the town of Cowra some 20 miles. The above land desired to be leased is in close proximity to a mineral lease applied for recently by Messrs. Jordan, West, and J. J. Ash, and is distant about $3\frac{1}{2}$ miles from Spring Vale, and 3 miles from Milburn Creek, which empties into the Lachlan River.

For silver and copper.

Date of Treasurer's receipt for first year's rent—3rd Sept., 1872.

Date of authority to select—3rd Sept., 1872.

Date of selection—3rd September, 1872, 2:17 p.m.

Certified correct copy.—T. C. BINNY, Registrar, Dept. of Mines, 15/3/78.

M.L., No. 13,971.

E. A. Baker and G. S. Thorne.

40 acres. On a hill at the back of the Bald Hill, which is about $\frac{1}{4}$ a mile from the head of Markham's Creek; bounded on the north by 40 acres selected on or about the 3rd instant in the names of Bennett, Crane, and Baker, and on the south by the selection of West and Ash, as per rough sketch.

For copper.

Date of Treasurer's receipt for first year's rent—17th Sept., 1872.

Date of authority to select—17th Sept., 1872.

Date of selection—17th Sept., 1872, 10:26 a.m.

B 2.

Attested copy.

Min. Leases, 73/6,807, 23 Aug., 1873.

No. 73/4,506.

To the Hon. the Minister for Lands, Sydney.

Sir,

In reply to your letter of the 26th instant, informing us that the ground adjoining our disallowed conditional mineral purchase at Milburn Creek is open to selection to others—not intending to select other ground, we now apply to have our deposit money refunded.

Aug. 15, /73.

Yours obediently,

NEVILLE & CO.

Sheet of Bark, Cowra.

Submitted that these papers be transmitted to the Mines, in connection with 73/2,921 Ministerial, lent to that Department on the 20th May last.—16/9/75.—The Under Secretary for Mines.—W. W. STEPHEN,—B.C., 19/10/75.

We certify that this is a true copy of the original document, the same having been examined by us.—J.W., E.H.S., Department of Lands, 16 March, 1878.

B 3.

B 3.

Attested copy.

Mines, 75/6,910. C.P., 72/6,000. 60.

RICHARD Neville, Thomas Neville, James Lynch, and Robert Martin, 40 acres at Carcoar, on 19th September, 1872, under 19th section, county of Bathurst, parish Braccbridge.

Cancelled by 73/2,888. Special permission, *vide* 73/1,687, Leases.

Action taken.

Appln. with 72/13,140 to M. Bl., 12/10/72. Appln. and 72/13,140 Alu. to D. S. Fisher, 19/11/72. Retd. for further information by 73/2,888. MacLattie—Applicants with refund form to care of Wilson and Ranken, and agent infd.—23/9/73, 75/24,887.

Mineral lease 12,988—Crane, Bennett, and ors. This lease was delivered on the 2nd April, 1873, and the rent has been paid for 1875.—H. W., 6/11/75. The Under Secretary for Lands.—B.C., 8th Nov., 1875.

We certify that this is a true copy of the original document, the same having been examined by us.—J.W., E.H.S., Department of Lands, 16 March, 1878.

B 4.

Attested copy.

C.S. 78/2,674, 24 January, 1878.

In the Supreme Court of New South Wales.

On the twenty-eighth day of December, in the year of our Lord one thousand eight hundred and seventy-six.

Bathurst, }
to wit. }

ON the day and year above written, a writ of our Lady the Queen issued from this Court in these words, that is to say:—

Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, &c., &c.

To Ezekiel John Baker, of Grenfell, Manager of the Milburn Creek Copper-mining Company, Limited, and all persons entitled to defend the possession of all that parcel of land, containing 40 acres, situate in the county of Bathurst, parish of Dunleary, and Colony of New South Wales, portion 20. Commencing at a point bearing north 38 degrees 45 minutes east, and distant 32 links; and thence east 6 degrees 33 minutes south and distant 36 chains 33 links from a box-tree marked broad-arrow over 72; and bounded thence on part of the west by a line bearing south 10 chains; on the south by a line bearing east 20 chains; on the east by a line bearing north 20 chains; on the north by a line bearing west 20 chains; and on the remainder of the west by a line bearing south 10 chains to the point of commencement; to the possession whereof, Robert Martin claims to be entitled and to eject all other persons therefrom. These are to command you, or such of you as deny the alleged title, within sixteen days after service hereof, to appear in person, or by attorney, in our Supreme Court at Sydney, to defend the said property, or such part thereof as you may be advised, in default whereof judgment may be signed and you turned out of possession.

Witness the Honorable Sir James Martin, Knight, the Chief Justice of our said Court, at Sydney, the twenty-eighth day of December, in the fortieth year of our reign, A.D. 1876.

For the Prothonotary,

T. W. GARRETT, (L.S.)

Fourth Clerk of the said Supreme Court.

And the said Ezekiel John Baker has, on the sixth day of February, one thousand eight hundred and seventy-seven, appeared by William Russell, his attorney, and defended for the whole of the land therein mentioned. Therefore let a Jury come, &c.

Afterwards, on the twenty-fifth day of April, in the year of our Lord one thousand eight hundred and seventy-seven, before His Honor Sir William Montagu Manning, come the parties within mentioned, and a Jury being sworn to try the matters in question between the said parties upon their oath, swore that Robert Martin, within-mentioned, on the twenty-eighth day of December, one thousand eight hundred and seventy-six, was and still is entitled to the possession of the land within-mentioned as in the writ alleged. Therefore it is considered that the said Robert Martin do recover against the said Ezekiel John Baker the possession of the said land in the said writ mentioned, with the appurtenances, and the sum of £458 14s. 4d. for costs.

Judgment signed the thirtieth day of October, in the year of our Lord one thousand eight hundred and seventy-seven.

For the Prothonotary,

C. J. BURNS,

Second Clerk of the Supreme Court.
(L.S.)ROBERT WILLIAM ROBERDS,
Plaintiff's Attorney.

Let me have declaration and other papers as soon as possible.—A.O.M., 23/2/78.

We certify that this is a true copy of the original document, the same having been examined by us.—J.W., E.H.S., Department of Lands, 16 March, 1878.

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

MINERAL SELECTION AT MITCHELL'S CREEK.

(PETITION OF THOMAS COX.)

Ordered by the Legislative Assembly to be printed, 1 February, 1878.

To the Honorable the Legislative Assembly of New South Wales,

The humble Petition of Thomas Cox, of No. 148, Riley-street, Sydney,—

SHOWETH:—

That on the 21st day of June, A.D. 1872, authority was given to your Petitioner to select mineral land at Sunny Corner, near Mitchell's Creek, in the Colony of New South Wales.

That your Petitioner selected land under the authority given to him, and paid rent for the said land up to the month of December, A.D. 1875.

That on the 14th day of June, A.D. 1875, your Petitioner's lease was gazetted as having been cancelled without your Petitioner's knowledge and consent, and contrary to law and equity; and in consequence of which your Petitioner's land was taken up and worked by other persons under the authority of the then Minister for Mines, to the great disadvantage and prejudice of your Petitioner's legal rights and interests.

That full particulars of your Petitioner's case are disclosed in papers printed in Return to an Order of your Honorable House, on the 15th day of August, A.D. 1876.

That your Petitioner, having invoked the aid and exhausted the powers of the Supreme Court of this Colony, without obtaining any satisfaction or relief (that Honorable Court having no jurisdiction in the matter at issue.)

In consequence of the foregoing, your Petitioner now therefore humbly prays your Honorable House to take his case into your favourable consideration, and appoint a Select Committee of your Honorable House to inquire into the particulars of the matter hereinbefore set forth, in order that your Petitioner may receive restitution of his rights, or such other relief as to your Honorable House may seem meet.

Your Petitioner, as in duty bound, will ever pray.

THOMAS COX.

31st January, 1878.

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

PROGRESS REPORT FROM THE SELECT COMMITTEE

ON

MINERAL SELECTION AT MITCHELL'S CREEK ;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE,

MINUTES OF EVIDENCE,

AND

APPENDIX.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,

8 *May*, 1878.

SYDNEY: THOMAS RICHARDS, GOVERNMENT PRINTER.

1878.

1877-8.

EXTRACTS FROM THE VOTES AND PROCEEDINGS OF THE
LEGISLATIVE ASSEMBLY.

VOTES, No. 24. TUESDAY, 12 FEBRUARY, 1878.

6. MINERAL SELECTION AT MITCHELL'S CREEK (*Formal Motion*):—Mr. Macintosh moved, pursuant to Notice,—
- (1.) That a Select Committee be appointed, with power to send for persons and papers, to inquire into and report upon the injury sustained by Thomas Cox, as alleged in his Petition to this House, relative to the cancellation of a Mining Lease at Mitchell's Creek.
- (2.) That such Committee consist of Mr. Cameron, Mr. Lucas, Mr. W. H. Suttor, Mr. Farnell, Mr. Stephen Brown, Mr. Jacob, Mr. Day, Mr. Murphy, Mr. J. Davies, and the Mover.
- Question put and passed.
-

VOTES, No. 28. TUESDAY, 19 FEBRUARY, 1878.

2. MINERAL SELECTION AT MITCHELL'S CREEK:—Mr. Macintosh (*by consent*) moved, without Notice, That the Return to Order laid upon the Table of this House on 22nd August, 1876, the Correspondence laid upon the Table of this House on 20th February, 1877, and the Petition of Thomas Cox, presented to this House on 31st January last, in reference to a Mineral Selection at Mitchell's Creek, be referred to the Select Committee now sitting on that subject.
- Question put and passed.
-

VOTES, No. 69. WEDNESDAY, 8 MAY, 1878.

15. MINERAL SELECTION AT MITCHELL'S CREEK:—Mr. Macintosh, as Chairman, brought up a Progress Report from, and laid upon the Table the Minutes of Proceedings of, and Evidence taken before, the Select Committee for whose consideration and report this subject was referred on 12th February, 1878; together with Appendix.
- Ordered to be printed.
- * * * * *
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1877-8.

 MINERAL SELECTION AT MITCHELL'S CREEK.

 PROGRESS REPORT.

THE SELECT COMMITTEE of the Legislative Assembly, appointed on 12th February, 1878,—“with power to send for persons and papers to inquire into and report upon the injury sustained by Thomas Cox, as alleged in his Petition to this House, relative to the cancellation of a Mining Lease at Mitchell's Creek,” and to whom was referred, on the 19th February, 1878,—“The Return to Order laid upon the Table of this House on 22nd August, 1876, the correspondence laid upon the Table of this House on 20th February, 1877, and the Petition of Thomas Cox, presented to this House on 31st January last, in reference to a Mineral Selection at Mitchell's Creek,”—have agreed to the following Report:—

Your Committee having examined the Witnesses named in the List* have resolved to report the evidence already taken to your Honorable House and to recommend that the inquiry be resumed next Session.

JOHN MACINTOSH,
Chairman.

No. 2 Committee Room,
Sydney, 8th May, 1878.

PROCEEDINGS OF THE COMMITTEE.

FRIDAY, 15 FEBRUARY, 1878.

MEMBERS PRESENT:—

Mr. Macintosh,	|	Mr. Day,
Mr. W. H. Suttor,	|	Mr. Murphy.

Mr. Macintosh called to the Chair.

Entry from Votes and Proceedings appointing the Committee, *read* by the Clerk.

Committee deliberated.

Ordered,—That Harrie Wood, Esq., and Mr. Thomas Cox be summoned to give evidence next meeting.

[Adjourned to Wednesday next, at *Two* o'clock.]

WEDNESDAY, 20 FEBRUARY, 1878.

MEMBERS PRESENT:—

Mr. Macintosh in the Chair.

Mr. Day,	|	Mr. W. H. Suttor,
Mr. J. Davies,	|	Mr. Murphy.

Entry from the Votes and Proceedings, referring Papers, *read* by the Clerk.

Printed copies of Papers referred, before the Committee.

Mr. Thomas Cox called in and examined.

Witness *handed in* certain documents which were ordered to be appended. (*See Appendices A1 to 4.*)

Committee deliberated.

Ordered,—That Harrie Wood, Esq., and Mr. H. G. Brown be summoned to give evidence next meeting.

[Adjourned to Wednesday next, at *Two* o'clock.]

WEDNESDAY, 27 FEBRUARY, 1878.

MEMBERS PRESENT:—

Mr. Macintosh in the Chair.

Mr. Day,	|	Mr. W. H. Suttor,
	|	Mr. Murphy.

Mr. Henry Gyles Brown called in and examined.

Witness withdrew.

Mr. Thomas Cox called in and further examined.

Witness withdrew.

Mr. Henry Gyles Brown called in and further examined.

Witness withdrew.

Ordered,—That Harrie Wood, Esq., be summoned to give evidence next meeting.[Adjourned to Wednesday next, at half-past *Two* o'clock.]

WEDNESDAY, 6 MARCH, 1878.

MEMBERS PRESENT:—

Mr. Macintosh in the Chair.

Mr. W. H. Suttor,	|	Mr. Murphy,
Mr. Jacob,	|	Mr. Day.

Thomas C. Binny, Esq. (*Department of Mines*), called in and examined.

Witness withdrew.

Mr. Thomas Cox called in and further examined.

Witness withdrew.

Peter Drummond, Esq. (*Draftsman, Department of Mines*), called in and examined.Witness *produced* map of the county of Roxburgh.

Witness withdrew.

Harrie Wood, Esq. (*Under Secretary for Mines*), called in and examined.

Witness withdrew.

Committee deliberated.

Ordered,—That Harrie Wood, Esq., be summoned to give evidence next meeting.[Adjourned to Wednesday next, at half-past *Two* o'clock.]

WEDNESDAY,

WEDNESDAY, 13 MARCH, 1878.

MEMBERS PRESENT:—

Mr. Macintosh in the Chair.

Mr. W. H. Suttor,	Mr. J. Davies,
Mr. Murphy,	Mr. Farnell.

Chairman laid before the Committee the evidence of Mr. Drummond with memorandum thereon, submitting a plan of the locality of the leases under investigation.

Plan ordered to be appended. (*See Appendix B.*)

Harrie Wood, Esq. (*Under Secretary for Mines*), called in and further examined.

Witness handed in the plan of Cox's leases put in with Mr. Byrnes's application, and the form of Lease issued to Mr. Cox, which were ordered to be appended. (*See Appendices C 1 & 2.*)

Witness withdrew.

Committee deliberated.

Re-assembling of the Committee to be arranged by the Chairman.

[Adjourned.]

WEDNESDAY, 8 MAY, 1878.

MEMBERS PRESENT:—

Mr. Macintosh in the Chair.

Mr. Day,	Mr. Jacob.
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Chairman submitted Draft Report.

Same read and agreed to.

Chairman to report to the House.

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1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

MINUTES OF EVIDENCE

TAKEN BEFORE

THE SELECT COMMITTEE

ON THE

MINERAL SELECTION AT MITCHELL'S CREEK.

WEDNESDAY, 20 FEBRUARY, 1878.

Present:—

MR. J. DAVIES,		MR. DAY,
MR. MACINTOSH,	|	MR. MURPHY,
		MR. W. H. SUTTON.

JOHN MACINTOSH, ESQ., IN THE CHAIR.

Thomas Cox, Esq., was called in and examined:—

1. *Chairman.*] What is your name? Thomas Cox.
2. What are you by profession? I am an upholsterer.
3. Did you take up a mineral selection at Sunny Corner, Mitchell's Creek? Yes.
4. What was the nature of it? It was a mineral selection for copper.
5. Had you a miner's right when you took it up? Not when I took it up, but I obtained one afterwards.
6. When? I took out several miners' rights, and I have several; but here is one that has been in dispute.
7. When did you take it up? On the 21st of June.
8. *Mr. Day.*] Of what year? 1872.
9. *Chairman.*] Did you then pay the ground rent? I did. Here is the receipt. (*Vide Appendix A 1.*)
10. Did you pay any rent on the 26th October, 1874? I did. Here is the receipt. (*Vide Appendix A 2.*)
11. And you paid again on the 30th September, 1875? Yes. I hand in the receipt. (*Vide Appendix A 3.*)
12. You produce a copy of the *Government Gazette* cancelling the lease? I do.
13. The number of the lease was 5,907? It was.
14. It was cancelled on the 15th of March, 1875? 7 June, 1875.
15. During the currency of the lease for which you paid rent on the 30th of November, 1874? Yes; the rent was paid to the end of 1875.
16. Did you fulfil the conditions in accordance with the Gold Fields Regulations? I did as far as I am aware.
17. Why was the lease cancelled? The reason stated in the *Gazette* is non-payment of rent.
18. Is it not also stated that unless the lessees take delivery of their leases they will be cancelled? I went to the office twenty times to try and get delivery of the lease, and I have letters here on the same subject.
19. You went to the office in 1875? Yes; and frequently in 1874.
20. For the lease? Yes.
21. Have you any document to bear that out? Yes; this letter which I received from the Department of Mines.
22. What is the date of it? The 4th November, 1874.
23. Does that show that you called for your lease? Yes, it is a reply to an application I made for the lease on the 30th of November.
24. Have you any other proof that you called for the lease? Yes.
25. Have you a document from the Department of Lands complying with your request for authority to lease that land? I have permission to select the land.
26. What is the date of it? 21 June, 1872.
27. Does that refer to lease 5,907? Yes.

T. Cox, Esq.

20 Feb., 1878.

- T. Cox, Esq. 28. I see by the *Gazette* that there are three other selections that you held, or were supposed to hold, at that time, cancelled;—did you make any objection against the cancellation of the other three? No, I did not.
- 20 Feb., 1878.
29. Did you protest against the cancellation of 5,907? I did.
30. Have you a copy of your protest? I have. This is a copy of a letter I sent to the Department in October, 1875.
31. Is that letter printed in the Return laid upon the Table of the Legislative Assembly? It is.
32. Have the Government revoked the cancellation of this lease? They have not.
33. Have they given any further reason why they should not do it? Only a letter from the Department to say that the cancellation cannot be disturbed.
34. Is this letter also in the printed papers? Yes; on page 19. It is dated 21 January, 1876.
35. Did you take any further steps to assert your right to this lease? Yes. I went to Mr. Stephen Brown, and he took the case before the full Court. The Chief Justice and two other Judges were on the Bench at the time.
36. Was a decision given in your favour? The Chief Justice said the Court could not grant a mandamus against the Crown.
37. To what expense have you been put about this lease in law Courts? About £50.
38. Have you had any minerals out of this lease yourself? Yes.
39. To what value? From £50 to £100.
40. Net or gross? Gross.
41. What value do you place upon this mineral lease which you say has been cancelled? If the reports in the papers are true, they have taken during the time my rent was paid £60,000 worth of gold from it.
42. *Mr. Day.*] They have taken that quantity of gold from it? Yes; gold and copper as well.
43. *Chairman.*] I think you said that you took it up for copper? Yes; but then all the men I had working there were working under miners' rights, so that they could work for gold as well as for copper when the ground was pegged out.
44. You said that you had a miner's right? I had.
45. When was it dated? The 26th of October; that was when gold was found there.
46. When you found there was gold there, what did you do? All the men then took out miners' rights.
47. Why did you not take up the lease when you were told that it would be ready? I went away for a short time after I gave up business. I went to the Department just before I left town, and I called again after I came back, and then I was told the lease was cancelled.
48. Have you any further information that you could lay before the Committee respecting this lease? No; I do not know that I have.
49. You say that you paid the rent, and worked the land according to the Regulations laid down by the Government? I have never been charged with anything different. I am not aware but that I kept all the Regulations.
50. Did the parties who took up this lease after you desire to make any terms with you? They called two or three times, and wanted to arrange with me.
51. Was that at the request of the Department? No, from Mr. Winters, the man who had taken it up.
52. Are you aware that there was a deed granted? Yes.
53. Did you see it? I saw the copy of it in the *Gazette*.
54. Did you see the parchment? I did not; I only saw it in the *Gazette*.
55. Did you call at the Mining Department? I did, and Mr. Wood told me there was a lease granted to these parties.
56. *Mr. Day.*] Granted to whom? There was a lease granted to me, because he was about to hand it to me.
57. *Chairman.*] You saw it? I saw it as it lay on the table. He referred to the book, and said it was cancelled with a lot of others, and then he walked away up stairs to Mr. Wood.
58. Are you aware of any other lease being cancelled at that time for the same reason that yours was said to be cancelled? No.
59. Did any one in the Department tell you that yours was the first case that was dealt with in that manner? Mr. Wood did.
60. You are certain of that? I am certain of that.
61. That no other lease had been cancelled for the reason that the lessee had not called for the lease? No, not when the rent was paid.
62. Why did you give up the other three leases you had paid rent for? I did not think I could recover them, because the rent was not paid.
63. You only kept the rent paid up on 5,907? Yes.
64. The others I suppose you did not consider of any value? I did not.
65. What was the rent you paid? £5 a year.
66. For the 20 acres? £20 a year when I had the four.
67. You paid £5 for this one? Yes, for 5,907.
68. After you ceased to pay upon the three others? Yes.
69. Had any complaint been made to you up to the time of the cancellation of this lease that you had evaded the Regulations? None whatever.
70. Not by the Department of Mines? No.
71. Nor by the local officer? No.
72. Are you aware that the Regulations signify that you should account to the Government for the gold found upon the leasehold, the lease having been taken up for other purposes than mining for gold? Not when you hold a miner's right. Inquiries were made when we were working for some tin.
73. *Mr. Day.*] Did you pay rent from 1872 to 1875? Yes.
74. And did you comply with the Regulations as to labour? ———
75. You had men employed from 1872 to 1875? Not all the time. Several times the men left; in fact they left and took all the stuff they were finding, and I had to engage other men. I had a business in town to attend to, so that I was only up there once in two or three months.
76. Are not the Regulations binding as to the number of men you are to keep on a mineral selection? No, you are required to lay out £2 per acre during the first three years.
77. *Mr. W. H. Suttor.*] £2 or £5? It is £2 in the old Regulations of 1861.

78. *Mr. Day.*] Why was this particular lease cancelled? On account of non-payment of rent, according to the *Gazette*. T. Cox, Esq.
20 Feb., 1878.
79. But I understood you to say that the rent was paid in full? It was.
80. Was that the only reason assigned for the cancellation of the lease? Yes, that the rent was not paid.
81. Did you show the Government that the rent was paid? I did.
82. Did you see the Minister for Lands? No, the Minister for Mines.
83. Was not the Minister for Lands the head of the Department? No, Mr. Lucas was at that time.
84. Did you represent to the Minister for Mines that the rent was paid up? I did.
85. Was he satisfied that it was paid up? He was, because I showed him the receipt.
86. What explanation did he give you for forfeiting it? He did not give me any at all. Mr. Macintosh was with us then.
87. When you made this application to the Minister had the land been taken up by some one else? It had just been applied for. The parties had no lease, or promise of a lease; Mr. Lucas told me that.
88. If the Minister had thought proper he could have kept that land back for you? Undoubtedly.
89. Did he refuse to do so? Yes.
90. Without assigning any cause? Yes.
91. The Minister handed this lease over to some one else, although you showed him clearly that it belonged to you? He did. The lease was not granted to these other persons until twelve months after mine was cancelled.
92. Did Mr. Lucas say anything to you about your not taking up the lease within a certain time? Not at the time.
93. Did he at any time say to you that your lease was cancelled because you did not take up the deeds in time? I do not remember. They said at first that it was for the non-payment of rent.
94. And still you say the Minister was satisfied that the rent had been paid? Yes, because I showed him the receipt.
95. *Mr. W. H. Suttor.*] Had the rent on previous occasions been somewhat in arrear? Yes, some time before that.
96. And you had been granted permission to pay up the arrears? I had; I have a letter to that effect.
97. *Mr. J. Davies.*] You had better produce it? There is a copy of it in the printed papers before the Committee.
98. *Mr. Day.*] That letter is dated October 23, 1874? Yes; it was, "Will you be kind enough to allow me to pay arrears of rent for my mineral leases, 20 acres, No. 5,197, and 60 acres, No. 5,907 to 9?" and the answer was dated the 26th of October, 1874, as follows:—"I am directed to inform you that the Honorable the Secretary for Mines has approved of Mr. Thomas Cox being permitted to pay the arrears of rent on mineral leases Nos. 5,197 and 5,907 to 9." That was written by Mr. Wood to the Secretary for Finance and Trade.
99. *Mr. W. H. Suttor.*] You applied for this land for the purpose of mining it for copper? I did.
100. After you entered into possession you allowed some persons named Robertson, Zerry, and Ross to mine for gold? Yes; but they had miners' rights.
101. At all events they mined for gold on the land? Yes.
102. And you received a certain amount of money for the gold they got there? I did.
103. Are you aware that under the 62nd clause of the Mining Act, that any person having a mining lease and allowing persons to mine for gold on it, is liable to have his lease cancelled? I am not aware of it.
104. What were the labour conditions necessary to be carried out by you during the first three years? To expend £2 per acre on the land.
105. How many acres had you? 20 acres in the lease.
106. How much money did you expend on the lease during the first three years? Over £100.
107. Over £100 were expended by you? By me.
108. In what way? In searching for minerals.
109. Did you or your agent at any time see this notice in the *Gazette* calling upon you to take delivery of the lease within thirty days or that it would be cancelled? My agent saw it, but the lease was wrongly described.
110. How do you come to say it was wrongly described? According to the printed papers.
111. How do you know it was wrongly described? My agent wrote to me; afterwards he said he did not think that it was the same land because it was wrongly described.
112. In what particular was it wrongly described? I do not recollect.
113. Was it in reference to the name of the parish? I think it was.
114. Are you aware that in this notice it is rightly described by the name of the parish in which it is situated? The first surveyor who surveyed it for me put it in one parish, the second in another, and the third in the same as the first.
115. Are you aware that in the notice requiring you to take delivery of the lease the land is accurately described or not? I am not aware.
116. When you left Sydney, after having as you say called at the office repeatedly for the lease, did you give instructions to your agent, or appoint anyone with power of attorney, to take delivery of the lease for you? No, but I sent my address to the General Post Office, and gave instructions that all letters were to be sent to my private address.
117. Are you aware that a gentleman from the Lands Office called at your private address to give you notice? I do not believe that any one ever called.
118. Was Mr. Garrett your agent at that time? He did some business for me.
119. Are you aware that Mr. Garrett was communicated with in reference to this lease? Mr. Garrett said he was not; I asked him.
120. *Mr. J. Davies.*] Did you take the land up under the Gold Fields Regulations? No, under the "Crown Lands Act of 1861."
121. The rent on the block 5,907 was paid to the 31st December, 1875? Yes, it was.
122. Had you made repeated applications for your lease? Yes.
123. Was any one with you at any time when you called for your lease? No; not that I am aware of.
124. Did you receive an official intimation from the Department of Mines that the lease had been granted to you? Yes, I did. The letter is printed with the other papers.
125. How soon after the receipt of that application did you apply for your lease? Twelve months after, I think, off and on. I could not get it. 126.

- T. Cox, Esq. 126. How soon after did you apply? I applied directly, and kept on applying.
- 20 Feb., 1878. 127. What interval was there between the receipt of the official intimation and the day of your personal application in the office? I was down there within a week.
128. And you made frequent applications after that? I did.
129. What was the intimation you received? That the deed was lying at the Governor's.
130. Waiting for signature? Yes.
131. Did you leave any instruction with your agents, or any person to represent you, when you left town? No; I did not. All my letters were to go to my private address; and all the letters which were sent there were forwarded to me in Goulburn.
132. You wrote to the Post Office asking them to send on your letters? Yes, to my private address, which I gave them; and all letters sent there were forwarded on to me at Goulburn.
133. So that if any letters had been sent to you from the Department of Mines they would have reached you in that way? Yes; hundreds of letters from England, and all parts, were sent in that way, and I received them at Goulburn.
134. How soon after you left Sydney did you hear of the cancellation of your lease? Not until I came back again, and called again.
135. You renewed your application for the lease upon your return to Sydney? I did.
136. You were not then aware that your lease had been cancelled? I had no idea of it.
137. Did you place great value upon the mineral selection? I did.
138. Did it prove to be valuable? It has. I have heard that there has been nearly £100,000 taken out of it.
139. *Mr. W. H. Suttor.*] I suppose that is only hearsay;—you do not know it of your own knowledge? I know it according to the papers that came down. They used to bring down from 1,400 ozs. to 2,000 ozs. every fortnight, for months and months. At the very time that I was applying to the Minister for Mines for a lease these parties were working it, and they had not a lease of the ground.
140. *Mr. J. Davies.*] Your mineral selection would not come under the Regulations of 1874? No.
141. When you heard that Messrs. Winters and Morgan had applied for your selection, you wrote to the office? I did.
142. Remonstrating with the Minister and the Department in cancelling your lease when the rent was paid? Yes.
143. Was there any other reason assigned by the Minister for the cancellation of your lease, beyond the fact stated, that the rent was in arrears? There was not at the time.
144. You are quite sure that the rent was paid up to the 31st of December, 1875? Yes, I produce a receipt for it.
145. I understood you to state that the lease was wrongly described in the cancellation notice? It was, according to the surveyor who surveyed for me.
146. So that if you had seen the notification in the *Gazette* it would not have struck you as your mineral lease? No.
147. *Mr. W. H. Suttor.*] Have you since seen the notice of the cancellation of the lease within thirty days? I have seen it since.
148. Do you know that in that notice, irrespective of the alleged inaccuracy you speak of, the No. of the lease is correctly given? I do not remember.
149. Will you see if it is the number? I had no number of the leases then. I could not tell by the number then, as I knew nothing about them.
150. *Mr. J. Davies.*] You wrote to the Minister for Mines informing him that the reason no objection was lodged to the cancellation of the lease was that it was wrongly described, and you believed at the time that it was not your lease? Yes.
151. The Minister for Mines dealt with your mineral selection in the same manner as if it had been taken up under the Gold Fields Regulations? Yes, he did; you will see something referring to that in his minute to the Attorney General, which is among the printed papers. That minute states: "As the 'Crown Lands Occupation Act of 1861,' and the Regulations thereunder, are silent as to what shall be done in case the lessee refuse or fail to execute the lease when called upon to do so, the practice under the 'Mining Act of 1874' was followed as to the publication of notices."
152. I suppose you are aware that any arrears of rent can be recovered by the Crown in the ordinary way as a debt? I see by the Attorney General's opinion that the rent was a debt due to the Crown, and that the lease could not be cancelled for non-payment of rent.
153. Beyond the fact of having taken the land up under the Act of 1861 you held a miner's right? I did.
154. At the time you took possession of this land? Yes.
155. And at the time it was being worked for gold you held a miner's right? I did, and all the men that worked on the land had the miner's right.
156. *Mr. W. H. Suttor.*] You stated just now that when this notice was issued, the notice that appeared in the *Gazette*, you were not aware of the No. of the lease? No.
157. Do you recollect writing to the Under Secretary for Mines in these terms on the 23rd of October, 1874: "Will you be kind enough to allow me to pay arrears of rent for my mineral lease, 20 acres, No. 5,197, and 60 acres, No. 5,907 to 9"? It was Mr. Garrett who went to the office and did that; I did not know anything about it.
158. Is not the letter signed "Thomas Cox"? I do not remember anything about it. Mr. Garrett went to the office and did that.
159. After that you received this letter from the Under Secretary for Mines, addressed to T. Cox, Esq.: "With reference to your letter of the 23rd instant, asking for permission to pay the arrears of rent on mineral lease applications Nos. 5,197, and 5,907 to 9, I am directed by the Honorable the Secretary for Mines to inform you that your request has been granted, of which notice has been sent to the Treasury?"
160. Could this letter, directed to yourself, have passed without you being aware of the number of the leases? I was not aware of it.
161. Your agent was aware of it? He received a good many of the letters.
162. There is another letter addressed by you from 353, George-street, requesting that these leases of land, situated at Sunny Corner, near Mitchell's Creek, Nos. 5,179 and 5,907 to 9, might be forwarded to you. With all these letters passing between you and the Department could you have been without a knowledge of these numbers? I do not remember anything of it.

T. Cox, Esq.
20 Feb., 1878.

163. *Mr. J. Davies.*] In answer to that letter of yours of the 30th October, 1874, were you informed that the lease was granted? Yes.
164. And that it had been forwarded to the Governor for execution? Yes.
165. You got an official intimation to that effect? Yes; I have handed it in.
166. Your agent, Mr. Garrett, applied again for the issue of that lease? Yes.
167. Stating that you were anxious to obtain it? Yes.
168. The next intimation, according to the printed papers, is a protest from Mr. Winters against the issuing of the leases of these four blocks? I see it is.
169. On the ground that you had worked them for gold instead of copper? Yes.
170. The issue of your leases was then stayed for a time? Yes; they did not give me any intimation of that at the office when I called for the lease.
171. Did you receive an intimation from the Department stating that the mineral leases had been cancelled on the ground that the lessee had failed to execute and take delivery of them? No.
172. The only intimation you received was the publication of the notice in the *Gazette*? That is all.
173. And that was after you came to Sydney? It was.
174. How long after? I had not been in Sydney two days before I called for the leases.
175. How long had the notification appeared before you called? I do not know; the printed papers will give you the dates.
176. On page 12 of the printed papers there is a letter from you, dated 8th October, 1875, making application for the lease? I went several times to the office before I wrote that letter.
177. After the Minister received your letters of the 8th October and the 22nd October, 1875, he issued orders to stay the working of the ground by Winters? He did.
178. Do you know the reason which led him to take that step? That step was taken after Mr. Macintosh and I called upon him.
179. To make representations on the subject? Yes.
180. What was done after that do you remember? They still carried on the work, they did not stop at all. They only carted away what minerals they had got out of the mine to the crushing-machine, and as soon as they got that away they began working again.
181. The matter was referred to the Warden during the time the work was supposed to be stayed? If it was I did not get any intimation of that that I remember.
182. You set great value upon your mineral selection? Yes.
183. And you complied with the conditions? As far as I am aware, I did.
184. You paid the rent, and spent £100 in improving these 20 acres within what time? The three years were not up when the cancellation took place.
185. You have reason to believe that gold to the value of £100,000 has been taken out of the claim? If the reports are true.
186. Is the claim still being worked? Yes.
187. By the same parties? Yes.
188. *Chairman.*] Do you know Mr. Johnson, the Gold Fields Commissioner? I do.
189. He is at Bathurst? Yes.
190. Has he been an officer of the Department for many years? He has.
191. He has considerable acquaintance with that district? Yes.
192. The parish that you took up this selection in you understand to be Coolamigal, county of Roxburgh, Mitchell's Creek? Yes.
193. And it is described in the *Gazette* notice of cancellation as "5,907, Thomas Cox, county of Roxburgh, parish of Castleton"? Yes.
194. Whereas you consider it to be in the parish of Coolamigal? Yes.
195. According to the local map of the district? Yes.
196. Have you seen the minute made by the Under Secretary for Mines on your application of 8th October, 1875, printed on the 12th page of these papers:—"The land herein referred to is supposed to be included in the application of Winters and another for a lease of 25 acres of land for gold mining purposes. This should perhaps be attached to such application, and dealt with in connection with it. The writer, after pressing for the issue of mineral lease No. 5,907, left Sydney without informing the Department of his intention to do so, and, consequently, as soon as the lease was ready, the usual notices calling upon the lessee to execute were published." The lease was not cancelled until full notice had been given, and all the forms observed? Yes, I remember that.
197. You have also read this letter of Mr. Johnson's, written on the 2nd November, 1875, wherein he states "I may also observe that in the *Gazette* notice the parish has been erroneously styled 'Castleton,' whereas the proper designation, as shown by Mr. Mining Surveyor Pechy's chart, is 'Coolamigal' "? Yes.
198. You have also seen the *Gazette* notice signed by Mr. Lucas, wherein it is stated the reason for cancelling your lease is failure to execute the lease and take delivery of the same? Yes.
199. Up to April, 1875, you called at the office several times to take delivery of the lease which was cancelled on the 17th June, 1875? I did.
200. And the rent was paid during that time? Yes.
201. What was your reason for leaving Sydney? I was in bad health.
202. Had you any intention of working this mine when you recovered your health? I had. I was going to reside in that neighbourhood and to carry out the working of it.
203. You had made arrangements to carry out the effective working of this lease? I had.
204. Do you remember what time you returned to Sydney? I left about April, 1875, and I returned about four months afterwards.
205. You would call at the Department about the 1st of September? I cannot say; but I should think it was about that time.
206. And then in October you sent in your written protest? Yes.
207. It was your intention to reside in the neighbourhood of this lease? Yes.
208. Have you any other property about there? No; but Mr. Brown, of Meadow Flat, was in treaty for that place of Durack's.
209. Are you a man of means? I am.
210. Considerable means? Yes; quite enough to live on.
211. *Mr. W. H. Suttor.*] Did you receive a notification from the Under Secretary for Lands that your mineral

- T. Cox, Esq. mineral leases, giving the numbers of them, had been prepared in your name and forwarded to the Governor for execution? I did.
- 20 Feb., 1878. 212. You would have the numbers of the mineral lease in that notification? I do not remember.
213. Will you look at page 9, No. 26, of the printed papers? Yes; I see the numbers are given there.
214. When did you discover that these leases were improperly described as in the parish of Castleton? I did not know anything about that, until long after I applied for the leases. My agent said that he had seen these leases, but he did not think these were the leases we were looking for.
215. Are you aware that the surveyor who measured them for you in 1872 described them as in the parish of Castleton? Mr. Menzies—no, Mr. Brown acted for me then.
216. Is it not a fact that your agent did not discover that these leases were in the parish of Coolamigal until Mr. Winters made his application? I do not know. Mr. Brown told me that the reason he did not write was that they were wrongly described.
217. Do you know that the first time it was described in the parish of Coolamigal was when Mr. Winters made his application? No, I do not.
218. When you made your application first of all you did not know in what parish or county the land was in? I do not know; I was never there but once before I made the application.
219. You described it as being in the parish of Wellington? The people in the neighbourhood gave me a description, and I wrote it down at the time.
220. You did not know in what parishes the lands were when you made your application? I did not.
221. *Chairman.*] Who is this Mr. Brown? He is the postmaster at Meadow Flat.
222. Has he a knowledge of whether the selections are in the parish of Castleton or of Coolamigal? I suppose he ought to have, he has been there a great number of years.
223. Is there a parish of the name of Castleton? I think there is.
224. Is it adjacent to the parish of Coolamigal? I do not know.
225. Is there any other information for which we have not asked that you wish to impart to the Committee? I have a memo. here from Mr. Brown, showing that he went to Mr. Johnson, and told him that he had seen the receipt for rent paid for 1875; and Mr. Johnson said, "If that is the case it is a mistake of the Department of Mines, not of ours," and he was astonished if that were the case that the cancellation was not revoked before then.
226. Do you desire to hand the statement in? Yes.
227. Whom is it from? It is a memo. made by Mr. Brown.
228. Resident where? At Meadow Flat; he was my agent there.
229. He was acting as your agent for lease 5,907 at Mitchell's Creek? He was. (*Vide Appendix A 4.*)
230. *Mr. W. H. Suttor.*] Can you put in the miners' rights the men held who were working for you on this lease? I made them produce their miners' rights before I let them go on to the work.
231. *Chairman.*] The lease was not cancelled on that ground? No.
232. *Mr. W. H. Suttor.*] Did you lodge any objection against the cancellation of this lease? I did; the first letter I wrote against the cancellation of this lease was dated the 8th October, 1875.
233. *Mr. J. Davies.*] And you wrote again on the 22nd of October, 1875? Yes.
234. *Mr. W. H. Suttor.*] Did you make any objection to Mr. Winter's application? I do not remember.
235. If you had done so you would remember? I think I protested against Winters and Morgan having a lease granted to them. At that time they had only just put in their application; they had no lease.
236. *Mr. J. Davies.*] You applied for an injunction to stay them? I did.
237. What happened after that application for an injunction? Mr. Lucas said that he could not grant an injunction. He wrote a letter up to them, but that did not stop them from working.
238. The Department through the Under Secretary intimated that they were to stay from further working? Yes; and Mr. Macintosh went down with me to his office afterwards, and told him that they were still working. Mr. Macintosh will remember what was said. Mr. Lucas was jumping about the room and we could not get anything out of him one way or the other.
239. When you paid your money you did not consider that you came under the Gold Fields Regulations? No.
240. You had simply to conform to the rules under the Crown Lands Occupation Act? Yes.
241. When you applied for permission to pay arrears of rent, was it your intention to pay on the four blocks? No only on the one, unless I found the others turned out to be of any good. I had only been working the one.
242. Permission was granted you to pay on the four? I paid on the four at that time, and then in the following year I only paid on the one.
243. Twelve months after you got permission to pay arrears? Yes.
244. *Chairman.*] I see on page 11 of the printed papers there is a letter dated from 148, Riley-street, Woolloomooloo, signed by Thomas Cox, protesting against the issue of a lease to Winters and Morgan, or to any other persons;—did you send that? I do not remember now.
245. Will you look at the letter; it is No. 32? Yes, I must have sent that letter.
246. H. G. Brown, postmaster of Meadow Flat, witnessed the signature? Yes.
247. Do you see the minute following upon that letter? Yes. It says "The application of Winters and Co. has not reached the Department (Mitchell's Creek, 59-74, Bathurst, 5,614)—4/10/75.—P.A."
248. What is the next minute on the letter? It is "Re-submit on receipt of papers *re* Winters and Morgan's application.—H.N., 4/10/75."
249. The 29th letter on the 11th page is an application from Winters and Morgan? Yes.
250. Read it? "We have the honor to inform you that we have this day deposited with Warden, at his office at Bathurst, the sum of £25, being the first year's rent of 25 acres of land at Sunny Corner, for the purpose of gold mining, and the sum of £3 10s., being the fees for the survey of the said land. The number of our application is 59-74 (5,614)."
251. That application relates to the land upon which you had paid the rent? Yes.
252. Do you believe that the minutes at the foot of page 11 on your letter No. 32 refer to that application of Winters and Morgan? Yes.
253. That application was made on the 6th of August, and on the 11th of October it had not reached the office? Not according to these papers.

254. It could not have reached the office when you protested against the issue of the lease on the 8th of October? No. T. Cox, Esq.
255. *Mr. W. H. Suttor.*] You see that the first notice of cancellation was on the 29th of April, 1875? 20 Feb., 1878. Yes.
256. Thirty days from that time were allowed to you to execute and take delivery of the lease? Yes.
257. That would have brought you to the end of May? Yes.
258. And you will see, on referring to Winter's and Morgan's application, printed on page 11, that that application was made on the 6th of August? Yes.
259. From the end of May to the 6th of August would be something over two months, so that the land was lying vacant for over two months after your application for lease was cancelled? Yes, but they were on the ground and working it before the lease was cancelled at all, and they sent in a protest against my getting the lease.
260. Were you doing anything on the land during these two months? No, the men that I left got some gold, and they ran away and left the place, and I was not aware of it until I came back.
261. If you had known that the application had been cancelled you could have made fresh application? Yes, I could.
262. There would have been plenty of time from the end of May to the beginning of August? Yes.
263. When did you come back to Sydney after you went to Goulburn? About the beginning of September, I think.
264. During the whole time you were away you did not think it worth while to write to the office in reference to your lease? No, but I sent a notice to the General Post Office that all letters for me were to be sent to 148, Riley-street, and I made arrangements that they should be sent on to me at Goulburn.
265. Are you aware whether it is incumbent on the office to send notice? I was always under the impression that they did send notice.
266. Having been so anxious to procure your lease before you went to Goulburn, why did you not keep the matter going afterwards? I asked Mr. Farnell about it, and he told me that he did not think it would make any difference whether he took up the lease or not. He had been Minister for Lands a long time.
267. *Mr. J. Davies.*] I suppose you felt perfectly safe, having paid your rent in advance? Yes.
268. And did not anticipate the cancellation of your lease? Not the slightest; I had spoken to Mr. Farnell before that, and he said the lease was right enough.
269. Knowing that, and knowing that you held a receipt for the rent and had fulfilled the conditions, you felt secure? Yes.
270. You felt satisfied that you had complied with the conditions of the Act in that you had spent £100 upon the land? Yes.
271. You did not anticipate any cancellation of your lease? Not in the slightest.
272. Did you hear anything of the cancellation prior to your coming to Sydney? Not until I called at the office.
273. And you called at the office shortly after you returned to Sydney? Within two days after.
274. Have you been on the ground since the cancellation? I have.
275. Has it been worked by Winters and Morgan? Yes.
276. Did you see any gold raised? I saw they had taken out a lot of quartz there; I suppose there was some 150 tons there at that time.
277. Did you see any crushed? No, I did not; but I had some specimens there; and they were getting sometimes as much as 40 ozs. to the ton at that time.
278. Have you any knowledge beyond the mere matter of hearsay what the stone was yielding? No; but that could be easily got by summoning some of the men who have an interest in it. Shaw and Brown have, I think, got an account of it, and also Morgan, the partner, who is working it now. Winters is dead.
279. Would they be in a position to give the Committee information on this point? I think so. I could get the information from Robertson, who crushed a good deal of stone for them before they put up a machine of their own.
280. *Chairman.*] What Regulations were you working this ground under—the new or the old? The old.
281. Is there anything in these Regulations to signify the mode in which you should take up the lease under the thirty days prescribed by the *Gazette* notice? No.
282. So that any notice calling upon you to accept the notice within thirty days would not be in accordance with the conditions upon which you took up the land? No.
283. Are you aware, as a matter of fact, that it is very seldom that leases are taken out of a Government office—mineral leases or any other? Mr. Farnell told me that he never issued a mineral lease all the time that he was in office.
284. Are you aware that the Crown does not issue deeds of land sometimes for years after the purchase has been made? I know that from experience.
285. You say that within a few days of your leaving Sydney you called for this lease at the office? I did.
286. And it was a few days after you left Sydney that the notice was first placed in the *Government Gazette*,—the notice calling upon you to accept it within thirty days? Yes, I have seen the notice since, but I did not see it at the time.
287. Under the conditions that you took up the land, that could have no reference to your case? No.
288. *Chairman.*] You stated that I accompanied you to Mr. Lucas's office? Yes.
289. For what purpose did I accompany you? Simply to introduce me to the Minister, that was all.
290. I was not acting as an agent or as a person in any way interested? No.

WEDNESDAY, 27 FEBRUARY, 1878.

Present:—

MR. J. DAVIES,
MR. DAY,MR. MURPHY,
MR. W. H. SUTTON.

JOHN MACINTOSH, Esq., IN THE CHAIR.

Henry Gyles Brown, Esq., called in and examined:

- H. G. Brown, Esq.,
27 Feb., 1878.
291. *Chairman.*] You are postmaster at Meadow Flat? Yes.
292. You were for some time acting on behalf of Mr. Thomas Cox? Ever since he has had anything to do with mining I have advised him.
293. Are you aware that Mr. Cox selected some mineral land at Mitchell's Creek? He took up selections at Sunny Corner, about 1½ mile from Mitchell's Creek.
294. But any land of that character in the vicinity of the creek? I know nothing at all of his taking up land, except at Sunny Corner.
295. Are you aware in what parish the land at Sunny Corner is situated? It is in the parish of Coolamigal.
296. Are you aware that Mr. Cox's land was gazetted as cancelled? When I first saw it in the *Gazette* I thought possibly the *Gazette* notice referred to other selections taken up by Mr. Cox. I never knew the number of leases he had until I saw them in the *Gazette*.* I wrote to Mr. Cox directly I saw the notice, and then I went to a man named Dobie and asked him where the parish of Castleton was. Dobie said it embraced Mitchell's Creek. I then asked him in what parish Sunny Corner was situated, and he said it was in the parish of Coolamigal. I then troubled no more about it. I advised Mr. Cox to forfeit 60 acres out of the 80, but to retain 20 acres, No. 5,907.
297. Were you acting as agent for Mr. Cox? Yes.
298. Are you aware whether or not Mr. Cox had expended any money upon this land at Sunny Corner? Yes, he had.†
299. Could you say how much money he had expended? He ought to have expended about £200 on the ground altogether. I advised him to work the lease and take over our plant. He asked how much it would come to. I said it would cost £72 or £73. At his request I gave him a list of the tools we had for sale. He said there were two or three things he should throw out—the dynamite for instance. I sold him all the blacksmith's tools for £30. The rest of the plant I have got still. I think he spent at least £100 besides.
300. Are you aware whether 5,907 was the number of one of the leases held by Mr. Cox? Yes; that was the number of the lease with the "hut" on. It was a 20-acre lease.
301. I want you to confine yourself to that particular 20-acre lease. Are you aware whether Mr. Cox carried out the Mining Regulations? I do not know. I do not know what the Regulations are.
302. One of the Regulations is to the effect that £5 per acre shall be expended on the lease during the first three years? He expended more than that before he had had it two months.
303. Are you aware that Mr. Cox was away from Sydney during a portion of the year 1876? I know very well I lent him a horse to go to Bathurst. He got some telegram at Bathurst, and he did not come back himself, but sent the horse back by a man called Johnny Ross.
304. Are you aware that he was absent after giving up his business in Sydney? He was away for three or four months. I know that during that time I did not get any reply to my letters.
305. Do you know whether Mr. Cox intended *bonâ fide* to work this land? I am quite sure he did.
306. You had some conversations with him about it? I know better than from mere conversations. He went down with his team and laid out money. It had gone so far as this, that I was in negotiation with a Mr. John Campbell for the purchase of an engine at Dark Corner, to place machinery upon, for working the lease 5,907.
307. You did not think the lease you saw notified in the *Government Gazette* as being in the parish of Castleton was the one that is now in question? I am sure it was not. I do not think Mr. Cox would be such a fool as to run any risk of having the lease at Sunny Corner cancelled. When I saw the notice in the *Gazette* I went to Dobbie, an older resident in the place, and he told me the lease was in the parish of Coolamigal. There was a good deal of mining speculation going on at the time, but I did not think for a moment that Mr. Cox would jack up this claim. I advised him to throw up three others, as I did not consider them worth a button.
308. You have been engaged in mining, I understand, a good deal? Since 1857.
309. Have you ever leased any lands from the Crown? A great deal.
310. Have you ever held a lease from the Crown? A great many leases.
311. I mean the document? Yes.
312. Did you ever know any lease to be cancelled, simply because it was not taken up when advertised? I really cannot say, from my own knowledge.
313. When the rent was paid? I always paid my rent. I consider that as long as I pay the rent I hold the ground—whether I have the lease or not.
314. Do you know the value of the minerals that have been taken out of this particular lease, 5,907? I could give an approximate value up to a certain time. But since they have had their own engine it is impossible for me to say. At one time it was going 40 ounces to the ton, but it was poor gold. There was a great deal of silver there.
315. The lease was taken up for copper? It was taken up as a mineral lease. There was copper on the ground. I advised Mr. Cox to put two or three shafts down to try the ground; and to see that all the men working for him had miners' rights. Sir Henry Parkes was then Colonial Secretary; and during an interregnum of Parliament an order in Council was issued. I held a considerable number of leases at the time. We had to pay a royalty upon the gold obtained. I at once wrote down to the Colonial Secretary, inquiring whether I was to pay the royalty upon the gross returns or the nett returns. I received no reply. I afterwards asked Mr. Robertson about it; and he said, "Look here, Brown, you keep it until we send for it." I thought it would save a great deal of money to take out mineral leases

* NOTE (on revision) :—This is an error. I did not write to Mr. Cox in reference to the leases, as I knew the rent was paid up to December 31st, and did not think the notice referred to the land at Sunny Corner.

† ADDED (on revision) :—He ought to have expended £100, i.e. £5 per acre—he had expended more.

- leases and declare for gold.* Menzies first surveyed Cox's claim. It was re-surveyed by Peeley. His H. G. Brown, Esq. 25 acres hardly run through the 5,907 lease, but he has to pay for 25 acres.
316. Are you aware whether Cox first worked this land for copper? I am sure he did.
317. And you believe that he was preparing to develop the gold that was afterwards found whilst he was prospecting for copper—in fact he was negotiating for machinery to place upon this land? He was negotiating for machinery. He took over from me a quantity of tools, and so forth.
318. He took over that plant for the purpose of working the lease for gold? I advised him to put three shafts down, and take out miners' rights for all the men he had working for him. I knew there was copper there. I took him to a place and coppered the blade of a knife.
319. *Mr. Day.*] Do you remember when the lease was issued? There never was a lease.
320. There was a lease issued by the Government? It was declared forfeited by the Government, that is all I know.
321. Did you ever see the notice for the lease to be taken up? No; I took the *Government Gazette* regularly, but do not recollect ever seeing any notice of forfeiture.
322. You take in the *Gazette*, but you never saw the notice about the cancellation of the lease after thirty days? Not this particular lease.
323. How much work was done upon this lease? I should say about £150 worth.
324. After having expended £150 worth of labour upon it did Mr. Cox leave it—did he discharge the men? I do not know; at that time I was working at a mine of my own at the Lagoon; I only went occasionally to give Cox advice.
325. I think you assisted him in a friendly way as agent? I always acted as his agent; but I had plenty of work of my own at the time.
326. You remember the men leaving? I recollect everything that was done there.
327. You recollect when they knocked off work? There were three goes altogether.
328. Do you recollect the first time the men were dismissed from the claim? I must have known it when it took place. I used to take a night shift in order that I might get home on the Saturday, and as I went home I always went across Cox's place to see that a fair week's work had been done.
329. Who was the overseer—were they working for wages? They used to get something or other out of the claim. They were merely trying the ground.
330. Then they were not Cox's men? Oh yes; they all had miners' rights. I said to Cox, "Don't you be humbugging about this ground; see that the men have got miners' rights"; he told me to ask the men if they had miners' rights; I asked the men if they had miners' rights; they said they had. I said "fork them out," and they did so.
331. Were these men working on tribute? I believe Cox was paying some of them.
332. After they left do you know how long it was before men were put on again? They seemed to stop about a fortnight.
333. Were the same men again put on? The second lot of men I think were not the same; but there was only a slight change.
334. Do you know whether they were working for wages or on tribute? I do not know, but two of the men could not have been without wages.
335. You do not know how long they were working the first time? Four or five weeks. The second time there must have been five or six weeks' work done; and when they "jacked up" altogether there must have been seven or eight weeks' work done. But the last time I do not think they were paid.
336. They gave up the claim as useless at that time? Cox gave up. He asked me what I thought about the claim. I told him if it was worked rightly it would pay. I made an agreement to go in and work the claim.
337. I am speaking as to the last time the men were working. I cannot find out whether the men were working for wages or on tribute. When they gave it up they gave it up as worthless—they could not make anything out of it? Yes, I suppose that was it.
338. Do you remember when that was? It must have been in March, 1875. On the 26th April I prospected the ground, after they left off.
339. Then how long did the claim remain idle? Until October.
340. About six months that would be? No, about four months, or four and a half months. I am only speaking from memory.
341. And there was no one working the claim in the meantime? I and my sons were prospecting about the claim. I tried the claim all over after the men left, and before Winters took it up.
342. And between March and October the claim was cancelled? It could not be cancelled at all. I had the certificate of the claim in my hand. I would have taken good care it was not cancelled, because I intended to work it with Cox. I was at Cox's place one day and he handed the certificate to me. I saw that the money was paid up to the 31st December. If any notice had been posted on the ground I must have seen it, because I was over the claim repeatedly.
343. The notice was published in the *Gazette*, the *Sydney Morning Herald*, and *Town and Country Journal*, that the lease was ready for delivery? All I can say is that I never saw it.
344. Between March and October the claim was cancelled? It was cancelled on the 17th June.
345. For what reason—for non-compliance with the working clauses of the Act, or for simply not taking out the lease? It was not because the rent was not paid. Cox having paid for the claim, and I having had the certificate in my hands, I thought there could be no cancelling. Three claims were cancelled right enough. I told Cox to jack them up—but the one with the hut on I advised him to keep. When Cox was up there I asked him if he had seen about the lease, and he said he had, and that if he had been about it once he had been twenty-five times. I asked him the reason he did not get it, and he said, "I do not know; they say it wants signing by the Governor."
346. Between March and October the lease was cancelled;—you are aware of that? I saw the notification in the *Gazette*, but I did not think it applied to this particular lease, because it was described as being in the parish of Castleton.
347. Do you know when the other parties took it up? They allowed thirty days to elapse after the notice, and then they took it up.
348. And have worked it continuously ever since? Yes, the dry weather knocked them off a bit.
349. It has turned out a profitable speculation? Yes, it has turned out pretty good. 350.

* Revised:—Mineral leases cost only 5s. per statute acre; while gold mining leases cost 20s. per year for 100 yards on the base line of reef.

- H. G. Brown, Esq. 350. What is your opinion of the claim when the men left it in March, supposing you had then been called upon as a man of experience to give an opinion? There is one thing I have forgotten to tell you: I went with my son, who is a practical miner, to Bathurst, and saw Mr. Whittingdale Johnson, Warden. I asked Mr. Johnson if the leases mentioned in the *Gazette* notice referred to Mr. Thomas Cox's claim at Coolamigal. He said, "I do not know; they are described as being at Castleton. But Pechey's survey is in now, if you will only wait a bit." I asked him to look at the *Gazette*, and he did so. I then said that the claim 5,907 instead of being cancelled was paid for. He asked me if I was sure about it. I told him I had had the receipt in my hand. He then said the Government ought to have published that in the *Gazette* as a notice in error. He said he would take my word that it had been paid for. I told him that Cox had forfeited the other three leases by not paying rent. So far as Winters and Morgan are concerned everything is perfectly regular.
- 27 Feb., 1878. 351. Are you aware that the lease 5,907 is in Castleton? It is not in Castleton; it is in Coolamigal.
352. Suppose that all the papers show it is in Castleton? They do not show it; Pechey's survey does not show it.
353. There is no mistake so far as the papers are concerned; they show that it is in Castleton? Pechey's survey is the last one ordered by the Government, and it is the only correct one.
354. You were well acquainted with the claim when they gave it up in March. As a practical man, what do you think was the value of that claim at that time? It was going 40 ounces to the ton. I could go and prospect it now, and get 40 ounces to the ton.
355. You are evading the question. I want to know what you think the claim was worth before Winters and Morgan touched it? I cannot fairly estimate the value, but I should say it was worth a quarter of a million, pretty well.
356. But what would you have given for it then? It is impossible to say. In some parts of the claim there was very poor gold, but there was plenty of it.
357. If it was such a good claim why did the men leave it? They did not work it properly—did not know how to go about it.
358. Were they practical men? Yes, they were miners. They were driving down the quartz reef, but the gold is in gossan. You can get nearly all the gold through a puddling-machine. It is all contained in a kind of mullock.
359. Then the men never tried the gossan? I cannot say; they only crushed at any rate.
360. Winters and party went right into the proper place to work? They just took up the claim by advice of one of Cox's men, who perhaps knew something about the claim.
361. Was that one of the men who were working the claim for Cox? Yes, Winters and Morgan knew nothing about the claim; but this man during his spare time used to fossick about the claim. Winters and party went right bang into a rattling place—the only place that would pay.
362. Mr. Suttor.] Can you tell us for what purpose Cox expended money on the claim—whether he intended working for minerals or gold? I think it was both. Mr. Cox had an excellent man up to get his opinion on the claim. It is a very curious claim; it is almost like the Gooderich claim. I proposed to Mr. Cox that he should put shafts down to test it. One was put down; the other two were worked by open cuts.
363. How deep were the shafts? The one they made use of was about 70 feet deep, but I cannot say exactly.
364. That shaft was there at the time of cancellation? Yes, Winters and Morgan have made it their working shaft, and put about 30 feet more on.
365. You spoke of some negotiations for machinery;—was that machinery put upon the land? No.
366. Nothing was done with it? Nothing was decided at the time.
367. It never was placed upon the ground? No, the first machinery put upon the ground was that of Winters and Morgan.
368. You have produced the *Gazette* of the 18th June;—did you see any notice between the 29th April and the 18th June? I did not. If I had I should not have taken any notice of it; I should have concluded that it referred to some other land, and not this claim, 5,907.
369. Suppose it should turn out that Pechey's survey is wrong, would that have made any difference? Decidedly so; I should then have said it was a mistake of mine. I took it very easy, knowing that Mr. Cox had paid the rent to the 31st December. I thought it was perfectly safe for that reason.
370. When you saw the notice in the *Gazette* you say you wrote to Mr. Cox in reference to it? Yes, I first of all went to see Dobie.
371. Did you get any reply from Mr. Cox? I think I did.
372. Do you recollect what the reply was? He came up.
373. How long was that before Winters took possession of the claim, or applied for it? He did not come up until some time after I wrote. I believe some time must have elapsed. When he came up I went out with him. He said he had got an injunction from the Minister for Mines not to work the claim.
374. When he went up after your writing to him did he go with you to the claim? Whenever he came up we went over to the claim, on all occasions.
375. Was anybody in possession of the land then? He was up so many times. I know that after Winters took possession of it we saw Mr. Morgan on the ground. Mr. Cox wrote some sort of notice to him, and said he had got an injunction to prevent him removing any stuff from the ground.
376. Do you know when Winters and Morgan made application for the claim? Long before the time they could have got it. They acted perfectly legal. If I did not see their notice it was my own fault; they could not have posted it on the base line at all, or I think I should have seen it.
377. The notice of application is dated the 6th of August? They were working on it long before. They had miners' rights, and were working it as an ordinary miners' claim. I told them they were committing a trespass.
378. Do you know whether Cox let the land on tribute? I do not know what arrangement he made then; I was working out at the lagoon at the time. I never heard him make any arrangements. Four or five of the chaps came up to my place, but he never made any arrangement in my presence. I made a bit of an arrangement once with the men for sinking the shaft and other matters. I agreed to give them 7s. per day. I had twenty or thirty men myself at the time, and was very busy.
379. Did Mr. Cox raise any copper ore at all? None. He got some pure copper.
380. Was anything done with it? I do not know. I think he took it to Sydney with him.

381. Have you any idea how much he raised? I cannot tell you; I know there was a jolly great hole made. It was a grey ore they were raising. It seemed to be a scam about a foot thick. He told me it was very refractory—that he could not do anything with it. H. G. Brown,
Esq.
27 Feb., 1878.
382. *Mr. Murphy.*] Do you know whether the lease was taken up for copper or for gold? I believe that Cox first of all took it up as a copper lease, as pure copper had been found on it. What he did afterwards he did practically, under my advice. I told him I knew there was gold on the place; and I advised him to get the men to take out miners' rights, and then put three shafts down.
383. Were those men paid by Cox, or were they paid by a share of what they got? I do not know what arrangements were made. I know I supplied some of my men from the lagoon, and they were always paid, because I have paid them myself. I know I paid two men who were working for some considerable time. I always paid them every four weeks.
384. Are you at all aware of the value of the claim when it was given up? No; there was a lot of gold, but it was very poor.
385. You cannot say what it was worth? It looked like a Bank of England claim pretty well. There were several feet of stuff that would go nearly 40 ozs. to the ton. To the best of my knowledge, for about fifteen or sixteen weeks, about 1,000 or 1,500 ounces a week were got. The gold was worth about £2 5s. per ounce; there was about 33 per cent. of silver in it.
386. *Mr. Suttor.*] Was anything done by Mr. Cox between the time of the men leaving in April and the date of the notice cancelling the lease? I did not see them working on it; all the work that was done was done by myself.
387. Was it done on Cox's behalf, or for yourself? On the understanding that we were going to work it together afterwards. He asked me what I thought about it; and I asked him to give me a show in it. I knew the gold was there. I recollect he paid one man against my one man.
388. Do you know whether Mr. Cox objected to the cancellation of the lease? Decidedly he objected to it. It was not likely he would be such a fool as to throw it up.
389. When you called his attention to it he must have known to which lease the *Gazette* notice referred—whether it was in the parish of Castleton, or the parish of Coolamigal? I am quite sure that Mr. Cox would never have given that lease up, because he knew as well as I did what was in the ground. I brought six prospects home; one of them I sent down to Mr. Cox by letter to show him what he had got.
390. Do you suppose he had so many leases in that neighbourhood that he did not know to which of them the notice in the *Gazette* referred? I cannot say; I know he had bad health.
391. If you saw a notice in your name, and describing it as being situated in the county of Roxburgh, parish of Castleton, would you not naturally conclude that it referred to the only lease you had? I think Mr. Cox was so mixed up with leases he did not know where they all were. He had indubitable proof that the lease referred to would pay, and I do not think he would forfeit it.
392. *Chairman.*] When the men working for Cox gave it up in 1876, and he was negotiating with Campbell for machinery, and you with your son were prospecting, were you then of opinion that it was a valuable property? I know it was.
393. At that time of what value was it as a speculation, as a mineral lease containing gold, according to your prospects? There is an old saying that—"Where it is there it is." My impression at that time was that it was worth £20,000. It has proved a great deal better since. I do not think Cox would have sold it; in fact I am quite sure he would not.
394. You were negotiating with Mr. Campbell, on behalf of Mr. Cox, for the purchase of tools and machinery? The tools were all blacksmith's tools, and they belonged to me. Cox asked me what their cost, together with some dynamite and other things, would come to, and I told him about £72 or £73. I sold the blacksmith's tools for £30; I have got the other things now. Campbell asked me £740 for the engine and plant that was at Dark Corner.
395. Was it Mr. Cox's intention to place that machinery or other machinery on this particular claim, numbered 5907? Decidedly.
396. Did Cox pay men there during 1874, 1875, and 1876? For prospecting, putting down shafts, &c.
397. *Mr. Suttor.*] Did Mr. Cox purchase any machinery to put upon the ground? No.
398. *Chairman.*] The *Gazette* produced is dated June 18th;—is that the particular copy containing the advertisements to which you called Mr. Cox's attention to? Yes.
399. How long after the 18th June was it that you called Mr. Cox's attention to the notification? Immediately after I received the *Gazette*; of course I could not see it until a day or two after it was published. It would be about the 25th June that I called his attention to it. He replied either on the next Saturday, or the Saturday following that.
400. How long after the publication of the *Gazette* on the 18th June was it that you called upon Mr. Johnson, at Bathurst, about it? Not until November 2nd.
401. You did not think the notice in the *Gazette* of the 18th June related to the lease No. 5907? I felt sure it did not. I had no doubt about it at the time.
402. Is it possible there may be other persons of the name of Cox besides the Thomas Cox for whom you acted as agent? I think so.
403. Did you know any other person named Cox engaged in mining at that time? No; I knew the notice referred to this same Thomas Cox, but I did not think the particular lease 5907 was referred to.
404. At what time did you become aware that these leases were numbered as they appear in the *Gazette*? It was not until August that I found out that the notice in the *Gazette* referred to the particular lease 5,907. That was the first time I became aware of it.
405. That would take you up nearly to the time that Winters and party were working on the land? I know I wrote down to Cox.
406. If you would kindly answer the question? I knew nothing of the numbers relating to the lease; I thought they related to Mitchell's Creek.
407. There is no mention of Mitchell's Creek or Sunny Corner in the *Gazette* notice? Not that I have seen. I described the lots as being about 1½ mile east of Mitchell's Creek, when the leases were applied for.
408. The notice in the *Gazette* says, "County of Roxburgh, parish of Castleton," without any mention of any other place? If it had said, "parish of Coolamigal," I should at once have interested myself in the matter.
409. You believe, notwithstanding the claim turning out rich since, that Mr. Cox was acting *bonâ fide*, and intended to work it in an energetic manner? I do, honestly and truly.

- H. G. Brown, Esq. 410. *Mr. Day.*] Do you know of your own knowledge that he intended to work it? Yes.
411. Why did he keep it for three years without working it? I do not know.
- 27 Feb., 1878. 412. He had the lease for three years? I do not know. I think he paid three years rent on it. Every one was then speculating on mining matters.
413. All I want to know from you is whether this claim was worked by Mr. Cox in a *bond fide* way during the three years he had it? Yes.
414. During the whole of the time? The work was confined principally to prospecting.
415. How many men had he on it? Sometimes eight—sometimes only two.
416. What were they doing—washing soil or cutting quartz? They passed a great deal of the mullock reef through the sluice-box, and a great deal of it they crushed.
417. What came out of the sluice-box—the stones? A great deal of the gold was contained in the alluvial, and that went through the wash.
418. The stones thrown out from that were crushed? Yes. They had a considerable distance to take the stone to crush. I advised him to put out a staith, and erect an engine, and then he would have been able to crush the whole hill right through.
419. Do you remember the time when these men gave it up in March? I cannot tell you exactly the day, but I remember the time. Not a week went by but I was on the claim.
420. Had you any conversation with Cox after these men gave it up in March, and before the time of cancellation—any conversation with reference to the claim? I cannot tell you the exact time.
421. Had you any conversation with Cox after these men gave up the claim? Yes, after the last giving up I and my son prospected it.
422. Before the cancellation? Long before.
423. What was the purport of the conversation between you and Cox? I wanted him to put machinery on the ground. I would have superintended the work, paid one-half for the land, and he should have stood harmless, except for the machinery. He was to find machinery, and the expenses were to be paid out of the gold.
424. Did you agree to that? Yes.
425. Why was the agreement not carried out? He was ill at Bathurst and had to send back the horse I lent him. He was in delicate health at the time. He thought the climate agreed with him better up there, and I negotiated for a residence for him.
426. From March to November the land was not in the possession of anybody? I was in possession.
427. Mr. Cox had paid you nothing up to that time? He paid the rent.
428. Did he pay you anything? He paid the wages that were due.
429. Had you men on the ground? Yes.
430. After his men left? No.*
431. I am confining my questions to the time when the men gave it up;—was there any men working on the claim for Cox when it was cancelled? Yes, my two sons were working there. Cox paid one of them.
432. How much a week? 50s. a week.
433. For how many weeks? I cannot say exactly; he used to send a cheque up every now and then.
434. They were working continuously? I cannot say they worked continuously; they did a bit of a spell.
435. What did they get out of the ground, did they get gold? Yes.
436. Did they give that to Cox? No.
437. Did they keep it themselves? No, we accounted for it.
438. Is not 50s. a week good wages? 50s. per week is the usual miners' wages for ordinary miners.
439. Did you work on it? Yes.
440. What became of the gold;—did you send it to Cox? There was not much to send; we were only prospecting; the best prospect I ever got out of the ground was four pennyweights to the dish.
441. From the time the claim was given up in March until it was taken up by Winters how much gold did you get out of it? Very little; we were merely prospecting.
442. What did you do with the gold you got? I had only prospects; I do not know; perhaps chucked them into the gully; they were too small to send to the Mint. I did not work the ground for any emolument; I was just trying it. Cox would have given me a share in it.
443. Had he given you a share? He had not.
444. Had he promised you a share? Yes.
445. What promise did he make? That I should get half the claim if we worked it. It would have cost him about £1,000 or 1,500 to put on machinery.
446. *Mr. Suttor.*] A great deal of gold was got out by the parties who afterwards worked the claim, Winters and Morgan? Yes.
447. You know pretty well what was in the ground. Now leaving gold out of the question, what was the claim worth as a mineral lease? I have not the slightest idea. I do not know much about copper mining.
448. It was not very valuable? It is impossible to say; the best judge in the world would be unable to say.
449. What has it been proved to be worth since? For sixteen or seventeen weeks they were getting from 1,000 to 1,400 ounces.
450. What copper has been taken out of it? None at all, except as samples for analysis.
451. Then there is no copper at all? Yes, there is, but the ground has been worked for gold.†
452. Still the copper is mixed up with it? No, it is silver. If you refer to the Mint returns you will get an accurate per centage.
453. But they cannot work for gold without taking the copper out too? Yes.
454. Have they taken much copper out? I do not know; nearly all the copper I saw was in a pure state. As a copper lease I do not know that it was of any value; it is untried as far as that goes. I would not have had anything to do with it as a copper mining lease.‡
455. It was not worth bothering about as a copper lease? I should have worked it for gold.§
456. *The Chairman.*] Are you aware of the value of the gold that Cox took out of this land;—did he take £100 worth? I really cannot tell you. 457.

* ALTERED (on revision):—Yes.

† ADDED (on revision):—There is a good show for copper, and a thick vein, say 12 inches thick, of what is called grey carbonate of copper.

‡ ADDED (on revision):—This answer is hardly correct. There is a show of copper, but the gold and silver predominates; is more easily worked, and more profitable.

§ ADDED (on revision):—About 22 tons of grey ore was raised, and a part sent to Swansea, Wales, Great Britain, for testing; I do not know the result of the test.

457. Did he take £20 worth? I know nothing about what arrangement he made, or what he got.
458. During the time that you and Cox were prospecting it at your joint expense, did you take £5 worth of gold out of the claim? I really cannot tell you; they were all in prospects,—most of them that were sent down to Cox. The best prospect I got was 4 pennyweights to the dish. I merely prospected to see what the ground was worth.*
459. To see if you would be justified in incurring any expense with Cox? That is all. I have a few of the prospects at home now. I think Cox has seen them. But I never got gold out of the claim with the view of making any money.
460. You are not aware whether Cox, during the time he had the claim, got any gold that was sold in a mercantile manner? No; I think he made some sort of arrangement with the chaps there. They asked me what would be a fair thing. I said that if I were Cox I would not work it on tribute, I would work it myself.
461. Is there any further information you wish to give the Committee? No, I think not; when I went to see the Warden he admitted that the error in the *Gazette* was made in the Sydney office.

H. G. Brown,
Esq.
27 Feb., 1878.

Mr. Thomas Cox re-called and examined:—

462. *Mr. Suttor.*] What value did you place on the lease as a mineral lease, independently of the gold, suppose you had been working the lease for copper? It is impossible for any one to say until they try it.
463. You had it for three years and did not try it for copper? We were prospecting there a good deal of the time.
464. *Chairman.*] Does the ground contain any other minerals besides gold and copper? Yes; it contains silver.
465. Is it valuable as a silver lease? Yes; it is valuable for silver. Of course even under the mineral lease I could work it for silver.
466. Irrespective of the gold, what would be the value of the claim as a silver claim? It would pay as a silver claim.
467. Is there any other mineral on it besides gold, silver, and copper? Not that I am aware of.
468. How much gold did you get out of the claim? Not much—not over £100 worth, at any rate.
469. Was that the net proceeds? No, the gross. The claim was pegged out when I got on the ground. The men had pegged out the ground under their miners' rights. I told them that it was my leased ground.
470. Are you aware whether Mr. Brown had a miner's right when he was prospecting this ground? Yes, I saw it; his son had one too.
471. You heard what Mr. Brown said about getting the men to show him their miners' rights;—did they show them to you too? They did.
472. All of them? All of them.
473. Did you do any prospecting upon the land at all after October? Yes, we put in a shaft; it was our intention to work for copper.
474. To what depth did you sink the copper shaft? From 60 to 75 feet; I cannot say exactly.
475. Would the shaft you put down for copper be suitable also for gold? Yes.
476. So that the gold and copper were in the same veins? Not exactly in the same veins. The gold ran one way, the copper the other, when we got down.
477. With regard to the machinery you have heard Mr. Brown speak about;—were you aware that he was negotiating for it? Yes.
478. It was by your instructions he was doing it? Yes.
479. For what reason did the purchase not come off? Because the lease was cancelled.
480. Then these negotiations were taking place about what time? About the time I called at the Sydney office for my lease and learnt it was cancelled.
481. Were the instructions conveyed to Mr. Brown verbally or by letter? Some by letter and some verbally. I think I have a letter or two now which I received from Mr. Brown respecting the machinery.
482. Did you reply to those letters? I did not reply to them. I went up to Mitchell's Creek. I forget whether I replied to them, or went up and saw Brown personally.
483. *Mr. Suttor.*] When you found gold did you notify your discovery to the party who were working for you? No.
484. Gave them no information at all as to your intention to work for gold? No.
485. *Chairman.*] The next time you intended to work the lease you would have worked it in an extensive manner, and would have informed the Government of your intention to work for gold? I should; I should have taken out a gold miners' lease if we had put the machinery there. But we could work the ground under the miners' rights so long as we did not go into the whole 20 acres. We could not work the 20 acres until we had on the ground a sufficient number of men with miners' rights, but we could work the ground which we were working with our miners' rights.
486. You were working the piece that was pegged out when you took up the ground? Yes.
487. The land was actually being worked for gold when you took it up as a copper lease? No, not until sometime after that.
488. Who is this Mr. Campbell, who was being negotiated with for the purchase of machinery? I do not know the gentleman myself; he is a miner.
489. At that particular time there were a great many gold and copper leases all over the place? Yes.
490. And it was difficult to get men to work on any lease? Yes.
491. And Mr. Brown was acting as a sort of manager for you? Mining manager or agent.
492. Did you ever pay him any money for his services to you? I do not remember; I paid his sons.
493. Is he a friend of yours? We became acquainted at the mines. I never saw him before.
494. You did not instruct Mr. Brown to complete the purchase of the machinery owing to the bother about the lease? I tried to get the lease before I put machinery on the ground.
495. You wished to have the lease complete and right before entering into a heavier speculation? Yes.
496. Were you aware of the numbers of your leases, as they appear in the *Gazette*, prior to Mr. Brown informing you by letter? No, nor do I remember ever getting a letter to that effect until I had called at the Mines Office.

T. Cox, Esq.
27 Feb., 1878.

497.

*ADDED (on revision):—When a likely prospect was struck it was tried, and without it was a very good one it was thrown back—sometimes forwarded to Mr. Cox.

- T. Cox, Esq. 497. Do you think you have got the letter Mr. Brown sent you after he had visited Mr. Johnson at Bathurst? I think I have.
 27 Feb., 1878. 498. Do you think you could furnish the Committee with it? I will endeavour to do so.
 499. Also any letters that you have got from Mr. Brown relating to the purchase of machinery between the months of March and October? Yes, I will do so.

Henry Gyles Brown re-called, and examined:—

- Mr. H. G. Brown. 500. *Mr. Day.*] With reference to the minute of the Minister for Mines;—is that part of the minute correct where it says “he took up the land as mineral land to mine for copper only, at 5s. per acre, and to expend upon it £5 per acre within three years; he had it three years, and did not expend a shilling on it?” It is utterly wrong; the shaft that was put down cost 25s. a foot sinking.
 27 Feb., 1878. 501. Then with regard to the next paragraph of the minute, where it says, “Mr. Cox says that one reason that the lease was not applied for was that it was published as situated in the parish of Castleton instead of Coolamigal; the fact is that the land is situated in the parish of Castleton”;—is that correct? I say no, the land is in the parish of Coolamigal.
 502. It is not in the parish of Castleton, although the Minister in his minute says it is? No, it is not; I say distinctly it is in the parish of Coolamigal.
 503. Were you always under the impression that the land was situated in the parish of Coolamigal? I am sure of it.
 504. And Mr. Cox was satisfied it was in that parish too? I do not know what he thought.
 505. How did you know it? I lived there for twenty years.
 506. You knew the parish boundary? Yes.
 507. You are satisfied now that the land is in Coolamigal? As sure as I well can be. I do not think the Castleton parish comes within a long way of it. But the Committee has Pechey’s survey.
 508. Were you aware at the time Winters took the land up that he intended to work it, or did he go at it at once? I am sure he did.
 509. Did you communicate to Mr. Cox the fact that Winters had taken the land up? Yes.
 510. Did he object? Yes, I went with him to the place, and we took a policeman with us.
 511. If the Warden says that Cox had notice that Winters had taken this land up—had jumped it in fact—and did not object to it within the prescribed time;—it is incorrect? I do not think it although I never saw the notice. I was repeatedly over the ground. The notice must have been posted where I could not see it.
 512. Suppose the Warden says that Cox had notice that Winters had jumped this claim, and Mr. Cox did not object to its being jumped;—would that be correct? Decidedly incorrect.
 513. *Mr. Suttor.*] Did he make any formal objection to the authorities? Who?
 514. Mr. Cox? Of course he did; he protested against it.
 515. *Mr. Day.*] Within the prescribed time? They were actually in possession of the ground at the time he came up, and we took a policeman out with us.
 516. The Warden says that Mr. Cox had notice, but did not object within the prescribed time? Mr. Cox never had any notice. It would have come through me as agent. The Mining Registrar has never been on the claim.

WEDNESDAY, 6 MARCH, 1878.

Present:—

MR. DAY,	|	MR. MURPHY,
MR. JACOB,	|	MR. W. H. SUTTOR.

JOHN MACINTOSH, Esq., IN THE CHAIR.

Mr. Thomas Crawford Binny, examined:—

- Mr. T. C. Binny. 517. *Chairman.*] You have been a considerable time in the Mining Department? Yes, since its formation.
 6 Mar., 1878. 518. You have an acquaintance with the Western District? I have no personal knowledge with the Western District, I have never been there.
 519. Are you aware that Mr. Thomas Cox applied for the lease of a mineral selection No. 5907 at Mitchell’s Creek? I believe that was the number; it was applied for under the Crown Lands Occupation Act before the formation of the Mining Department, but all matters connected with that Department were transferred to us upon the establishment of the Mining Department.
 520. You are the Registrar of the Department of Mines? I am.
 521. You are aware that a number of mineral selections were applied for at Mitchell’s Creek? Yes.
 522. And among that number was one from Mr. Thomas Cox? Yes.
 523. Are you aware what parish it is in? Castleton I think was the parish.
 524. Have you any reason for thinking Castleton was the parish? My reason for thinking so is that the matter was brought under the notice of the Department some time ago when Mr. Lucas was Minister for Mines, and the question then arose whether it was in Castleton or Coolamigal.
 525. Is it a matter of doubt as to which parish it is in? I believe not; I think it is in Castleton from all I have heard; that would be a matter rather for the Survey Department to determine.
 526. *Mr. Suttor.*] Do you recollect when notice appeared with reference to Mr. Cox’s cancellation? Yes.
 527. Did you do anything in reference to that matter; did you call at Mr. Cox’s place? I did, I think thrice, but I am sure of twice.

Mr.
T. C. Binny.
6 Mar., 1873.

528. Will you state what occurred? On the first occasion I called during the morning; I went from the office by instruction from the Under Secretary. I went to a furniture warehouse in George-street, since occupied by Gordon & Gotch, and inquired for Mr. Cox, stating that I was anxious to see him; there was a man there (who he was I do not know), and I asked him where he was. He told me Mr. Cox had left there. I then said could he give me his address, and he replied no, he did not know it. On the second occasion I called just after hours on my way home from the office and I got a somewhat similar reply.

529. For what purpose did you call there? To inform Mr. Cox that we had the leases ready for execution. Subsequently I saw Mr. Thomas Garrett, who had been to the office with Mr. Cox, and who acted on Mr. Cox's behalf. I mentioned to him that these leases were ready and asked him where Mr. Cox was, and understood from him that Mr. Cox was out of town, or at all events that he did not know his present whereabouts.

530. Do you recollect when that was? It was between the time of the lease being advertised the first time and the thirty days notice.

531. Before the thirty days notice had expired of course? Yes.

532. *Chairman.*] You called at the furniture warehouse? Yes.

533. Were you not aware that he had sold his business, and that his private residence was in Riley-street? I was not aware that he had sold his business, but subsequently to the cancellation of the lease I was told he lived at Riley-street, though I did not know in what part.

534. Was not his name to be found in the Directory? It might have been, but I was told he had left town.

535. You have been connected with the Mining Department since its first establishment;—had you ever known a lease to be cancelled under similar circumstances prior to this—seeing that the rent had been paid, that the proprietor was absent from town, and that several applications had been made for the lease? I do not remember a similar case.

536. You have told us that there were other mineral selections upon Mitchell's Creek;—were any of those subject to the same rule? I could not answer that question from memory.

537. Has there ever been any case since the establishment of the Mining Office which has been dealt with in this manner where the rent has been paid, and applications for the selection have been made by other parties? I cannot recollect a case where application has been made for a lease and rent has been paid where the party has not taken it up.

538. Have you any leases now in the Mining Office uncalled for? At present?

539. At present? Very few.

540. How many have you? I could not tell you from memory.

541. Have you a hundred? No.

542. Fifty? No.

543. Has there ever been any other lease cancelled when the rent has been paid, because it has not been called for? I could not answer that question from memory.

544. Are you aware whether Mr. Thomas Garrett was the agent of Mr. Thomas Cox, further than from his going in the first instance to apply for this lease? I believe he was his agent.

545. You believe so? Yes.

546. Did not Mr. Cox call subsequently to Mr. Garrett acting in the matter? I believe they came together.

547. Did Mr. Cox call at your office for this lease, subsequently to Mr. Garrett acting for him? I could not answer that question—I do not know.

548. Did you not exhibit the lease when executed, to Mr. Cox? No, I do not recollect exhibiting it to Mr. Cox—I do not think Mr. Cox called after the lease was ready.

549. Did you not take the lease out of a pigeon-hole, and then withdraw it, after looking at a memorandum? No.

550. You have never exhibited the lease to Mr. Cox when he called? Mr. Cox may have seen it before it was signed by the Governor, but not since. The lease was downstairs before it was signed.

551. The first week in September? It was not signed by the Governor then.

552. Have you the lease with you? No.

553. Have you the lease on record? Yes, I presume it is in the office.

554. That is the actual lease? I believe it is.

555. It can be produced? Yes.

556. Have you a map of this place? No.

557. *Mr. Suttor.*] Did Mr. Cox leave the number of his house at the Department so that you might know where to call upon him? Not with me, I knew nothing about it, but I knew his place of business in George-street, and knowing that naturally went there.

558. *Mr. Murphy.*] Is it customary in the Department when a lease is made out to let it stand over for a certain time before it is taken up? We advertise it.

559. You advertise it for a certain time? Yes.

560. Was that done in the case of this lease? Yes, it was advertised.

561. And it was not applied for within the time? No it was not.

562. *Mr. Jacob.*] It was advertised as being ready after it was signed? Yes, as being ready the first time, after thirty days the second time, and the third time when it was cancelled.

563. Is it customary after being so advertised personally to see the lessee? We make inquiries, and as I thought Mr. Cox wanted the lease I inquired after him.

564. *Mr. Day.*] Are you in charge of the office from which these leases of mineral selections are issued? Yes.

565. Is it your duty to deliver these leases? Yes.

566. Did you ever offer this particular lease to Mr. Cox? Personally, no; I could not offer it as he never came for it.

567. Would he have to apply to you if he came for it? He would have to apply at the office and I should hear of it in the Registrar's room.

568. If he applied to any one else would that person apply to you? Yes, or I should hear of it.

569. Did he ever apply for it? Not that I am aware.

570. *Chairman.*] Never? Not after it was signed by the Governor.

- Mr. T. C. Binny.
6 Mar., 1878.
571. *Mr. Day.*] How long before it was cancelled was this lease ready? Speaking from memory it was advertised in March, gazetted for thirty days about the end of April, and cancelled about the 18th of June—I am not certain as to the exact date, but think those were about the dates.
572. Was it your duty to take all necessary precautions, and to advise the lessee of the lease being ready? What precautions? We gazetted it.
573. Do you write to the parties? No.
574. You had this person's address? No, I had not; I knew only of his George-street address and I went there twice.
575. What did you go there for? To find Mr. Cox or his address.
576. What did you want to find it for? To tell him that his lease was ready.
577. Did you write to him? No, but it was advertised in the papers.
578. In what papers was it advertised that this lease was ready? In the *Herald* I think, but I do not attend to the advertising; that is another branch of the office.
579. You must know the usual custom;—what is the usual custom? To advertise in the *Herald*.
580. In any other paper? I think in *The Town and Country*.
581. Is it usual for the parties to forfeit their leases when they are not applied for within a certain time? Yes, they are forfeited if the parties do not come forward to claim them.
582. In this case did any person apply for this lease before the cancellation of the promised lease? I could not say, I think some one applied a little time after.
583. Are you the party through whom these applications are made* ;—would you not know of such an application were made † Applications that would be made subsequently to the application of Mr. Cox.
584. I am not speaking of applications made subsequently—I ask you if any application had been made previous to this application of Mr. Cox would you not have known it? No, I should have had no official knowledge of it. ‡
585. It goes through another branch? Yes. §
586. You do not know whether this application was made or not? I do not know whether any fresh application was made for Mr. Cox's lease.
587. That is not the question I put; the question I put was whether any application was made for this lease before Mr. Cox applied? Not that I am aware of. ||
588. There might have been without your knowledge? Possibly.
589. Would it go through you? No. ¶
590. Through whose office? It would go through a gentleman in another branch. **
591. Are you aware whether any application was made or not? I am not.
592. *Chairman.*] You are familiarly acquainted with Mr. Cox? I know Mr. Cox.
593. Was there any other occasion on which you went to inform persons that their leases were ready? Yes, I have told other persons.
594. Will you tell us to what other persons about this time you went to inform them that their leases were ready? I could not from memory; if I had a list of the leases before me I could I dare say.
595. You were not aware that Mr. Cox had no longer any connection with George-street; you were a complete stranger to Mr. Cox's successors in the business? I did not know who his successors were.
596. You told us that Messrs. Gordon & Gotch were his successors? They are living in the shop now; they were not there then.
597. When you called there it was a furniture warehouse; was it then occupied by Mr. Cox? No, the person who was there told me Mr. Cox had left.
598. Was it not occupied by his successors? I saw two men there, but I could not tell you who they were.
599. Was it not occupied then by Gordon and Gotch? I could not say.
600. Are you not aware that it was Gordon and Gotch who bought the lease? No I am not.
601. Was it a furniture shop at all when you went there? No, it was nearly empty, or I may say it was quite empty.
602. So that Mr. Cox could have no knowledge of your calling? They could tell me nothing about him there as to his whereabouts.
603. *Mr. Day.*] Were there any letters written in the department to Mitchell's Creek, giving Mr. Cox information that this lease was ready? I do not think so.
604. Is such a course customary? I have not any connection with that branch.
605. *Chairman.*] Subsequently to the cancellation of the lease did Mr. Cox call at the Mining Department, and during that interview did you suggest to him to retake the land? Mr. Cox, I believe, did call at the Mining Department and did talk about the cancellation of the lease, and I may have, I dare say I did, say that the lease had been cancelled, but if he was anxious to get it he had better make a fresh application for it.
606. Are you aware whether he did so? I am not aware.

Mr. Peter Drummond examined :—

- Mr. P. Drummond.
6 Mar., 1878.
607. *Chairman.*] You are a surveyor? Not a surveyor but a draftsman.
608. In the Mining Department? Yes.
609. And are well acquainted with the mineral selections at Mitchell's Creek? Yes, I have read the case up several times.
610. How many mineral selections have been taken up at Mitchell's Creek since 1873? I could not tell you the total number.
611. Were there fifty? I do not think so.
612. Twenty? I do not think so.
613. Ten? I dare say there might have been more than ten.
614. Belonging to different individuals? Yes.

615.

* NOTE (on revision) :—No.

† NOTE (on revision) :—No.

‡ NOTE (on revision) :—Yes, I should have known of it.

§ NOTE (on revision) :—No.

|| NOTE (on revision) :—No.

¶ NOTE (on revision) :—Yes.

** NOTE (on revision) :—Through mine.—T.C.B.

ON MINERAL SELECTION AT MITCHELL'S CREEK.

615. Did a person of the name of Thomas Cox take up a mineral selection there, No. 5,907? Yes, he did.
 616. Can you inform us in what parish that is situated? In Castleton.
 617. Does that adjoin Coolamigal? It is divided by a range from Coolamigal.
 618. Can you point it out to the Committee?

Mr. P.
 Drummond.
 6 Mar., 1878.

[The witness referred to a map of the county of Roxburgh and pointed out the positions of Castleton and Coolamigal.]

619. *Mr. Day.*] No portion of these claims is over the range? No.
 620. *Chairman.*] Are you aware that there is a Mr. Pechey, a surveyor? Yes.
 621. Is the map now before the Committee in accordance with the survey of Mr. Pechey? The charting or pencilling is as nearly in accordance with Mr. Pechey's survey as it can possibly be, for a sketch of the other map in the Survey Office shows exactly the position in accordance with this—I examined it just before I came here.
 622. *Mr. Day.*] From Mr. Pechey's survey how far is Mr. Cox's claim from the top of the range? A little more than half a mile.
 623. So that there could not possibly be any mistake about part of it covering the top of this? No.
 624. *Chairman.*] Supposing a former witness has stated that the mines were situated 3 miles to the north-west of where you now point them out on the map before you, would he be correct? I do not think he would.
 625. Could you speak with certainty? I could almost speak with certainty, the only reason why I cannot is because I have not a plan of the mineral leases, I have only a plan of the gold leases here.
 626. How long have these maps of the County been in existence? They have been in existence three years.
 627. Was this in existence and to be had without much trouble in 1876? Yes.

ADDED (on revision):—The whole of these answers are correctly taken down, and I now beg, in confirmation of them, to enclose, for the information of the Committee, a carefully compiled tracing on an enlarged scale of the entire locality of the selections under Inquiry (see Appendix B), by which it will be observed that Cox's selections are in no way intersected by the main range (which is the parish boundary), but only by a small spur running from it down into Mitchell's Creek. They are, in fact, situated on the Mitchell's Creek Falls, and in the parish of Castleton and not in Coolamigal, which is a parish on the Falls to the Turon River.

Harrie Wood, Esq., examined:—

628. *Chairman.*] You are Under Secretary for Mines? Yes.
 629. You have been in that Department since its opening? Since it was formed.
 630. Are you aware how many mining selections or gold selections were made upon Mitchell's Creek? No, I could not tell you the number.
 631. Could you tell me within a reasonable number—say twenty or thirty? No.
 632. Were there twenty? It would be quite impossible to tell you how many were on the creek itself.
 633. On that lead? On that particular line of reef it would hardly be possible to tell you; no doubt there are more than twenty leases now pending or granted.
 634. Was there a lease applied for (No. 5,907) by Thomas Cox? Yes.
 635. His lease was cancelled by reason of his not calling for it after it had been advertised in the *Gazette*? By reason of his not taking it when it was tendered to him.
 636. By advertisement in the *Gazette*? By notice in the *Gazette*, by advertisements in the newspapers, by officers in the Department going to his residence and to his agent, and trying to get hold of him according to his address, as given in his application.
 637. At this particular time how many persons were applied to in this way? It would be impossible for me to say.
 638. Could you tell us one? I do not know of one in this particular way; but in any case where a person could be found we sent to him.
 639. Did you cause an application to be made to him, or information to be given to him at his residence? Yes, I sent an officer of the Department to the only address we knew, to see if he could be found. I caused an officer to go to his agent, to ask his agent if he could notify to Mr. Cox that his lease was ready and was waiting, and he said he did not know where Mr. Cox was gone.
 640. Did Mr. Thomas Garrett and Mr. Cox call together? Several times; two or three times before the lease was ready.
 641. Did Mr. Cox call upon you subsequently to Mr. Garrett and himself calling together? It is quite possible.
 642. If an agent is employed in the commencement of a transaction of this kind, is it necessary that he should continue to be so employed until its completion? I am not aware that it is.
 643. So that Mr. Garrett may not have been acting subsequently? No, he might not have been at the time we sent to Mr. Cox's; but we adopted the only means we knew of to reach Mr. Cox.
 644. But you did not reach Mr. Cox? I believe Mr. Cox has admitted that the notice did reach him in the local paper.
 645. Has there been any dispute as to whether this claim was situated at Castleton or Coolamigal? There was a difference of opinion; it was described by a certain person as being in Coolamigal, but in the original survey it was described as being in Castleton. The land was surveyed for Mr. Cox as being in the parish of Castleton.
 646. Was he ever notified of it? No doubt, because he objected to the survey; but this was done before my time, therefore I am not giving evidence of that; but there is evidence in Cox's own handwriting that he was informed of it, *i.e.*, the survey, and that he objected to it, and applied for a re-survey; that Government were willing to grant a re-survey if he paid £9; that he did not pay that sum, and did not, during the next twenty months, come near the Government to ask for leases for the same.
 647. Was the rent paid at the time the lease was cancelled? Yes.
 648. Were there ever any other leases cancelled under the same circumstances as this lease? Yes.
 649. Can you produce any lease that has been cancelled prior to or at the same date as this, where the rent has been paid? On that particular date I might not be able.
 650. Was there ever a lease cancelled prior to this where the rent had been paid? Very likely, and some subsequently.

H. Wood, Esq.
 6 Mar., 1878.

H. Wood, Esq. 651. I would like you to state as a matter of fact —? Of course you must know that having dealt with 29,000 leases since I went into the Department—that is, old leases in addition to new ones—it would be quite impossible for me to remember them all.

6 Mar., 1878.

652. Did you deal with fifty cases prior to this of Mr. Cox? Yes.

653. How many more? I could not tell you; perhaps 500—perhaps 5,000.

654. Could you produce any lease where the rent has been paid, and the party has called at the office repeatedly, and the lease has been cancelled before the 7th June, 1876? I do not know. Some of these on which the rent has been paid, and which have been cancelled, must have been so cancelled because the parties have not applied for them. With reference to persons calling at the office repeatedly, there is no record in the office that Mr. Cox did call repeatedly; indeed, no such record is kept of persons calling at the office; it would therefore be impossible for me to prove anything more than the mere fact that the rent was paid and the lease cancelled. We do not keep a list of all the people who call at the Department.

655. Are you aware whether Mr. Cox did repeatedly call for this lease? Mr. Cox called several times.

656. And it was published as ready in March, 1876? Yes. Mr. Cox did not call after that.

657. Did Mr. Cox inform the Department that he was going to leave Sydney? No.

658. He gave no written information? He gave no information at all. The last time I saw Mr. Cox upon the subject of his lease he called to know if his lease was ready, and we got it ready as fast as we could.

659. And within two months cancelled it because he did not call for it? No. I do not think the facts are so—in about three months after it was notified as ready it was cancelled.

660. You are not aware of any lease having been cancelled before this when the rent had been paid? I am aware of leases on which rent had been paid having been cancelled, but I cannot say whether that occurred before or since.

661. There is a list of cancellations upon that page (*handing paper to witness*);—can you point out any lease there where the rent has been paid? I could not from memory tell any one in this list.

662. If you should be called upon on a future day would you be able to give us this information? Yes.

663. How many leases were cancelled in the colony? It appears to me that Cox's was the only one in the county of Roxburgh.

664. How many leases had been cancelled at that date where the rent had been paid and the leases had been called for? It would be impossible for me to tell you the number that had been called for, because there is no register kept of the visits paid by any one to the office.

665. Was any particular application made for this land prior to this cancellation of Mr. Cox's lease? None.

666. Were any applications made for it from Bathurst, through Mr. Whittingdale Johnson? No; an application was made some six weeks after its cancellation.

667. Who were the applicants? Winters and Morgan.

668. Was there any other person? I am not aware of any one. All the applications made to the Department are on record there.

669. Mr. Whittingdale Johnson was the Warden of the District? He was at that time.

670. He states here, in a communication to the Department, on page 13 of the papers ordered to be printed by the Assembly in this matter—"The circumstances alluded to are these: On the 17th and 21st June, 1872, Mr. Cox took up four mineral leases in the parish of Coolamigal, county of Roxburgh, numbered respectively 5197, 5907, 5908, 5909, which were cancelled for non-execution by the lessee, by notice in the *Government Gazette* of the 18th June last, notwithstanding which Mr. Cox, in his letter to me of the 30th September last, asserts that he holds a Treasury receipt for the rental of 5907 up to 30th December of the current year. I may also observe that in the *Gazette* notice the parish has been erroneously styled 'Castleton,' whereas the proper designation, as shewn by Mr. Mining-Surveyor Pechey's chart, is 'Coolamigal'?" We have ascertained since that that was not the fact, and that Mr. Johnson fell into the error that had been made by Mr. Pechey.

671. Was not Mr. Cox likely to fall into the same error? Mr. Cox did fall into the same error, but when Mr. Cox originally applied for this land he applied for it in the county of Wellington, which shows how much Mr. Cox knew of the matter. As it turned out afterwards that certain persons thought we had made a mistake, he thought he would take advantage of the mistake.

672. No person applied for this land until six weeks after? About six weeks elapsed between the date of the cancellation of Mr. Cox's lease and the application made by Messrs. Winters and Morgan; so that during that time the land was open to the world. The 6th of August, 1875, is the date of Winters and Morgan's application, and Cox's lease was cancelled 8th June, 1875. So that it was just about two months open to the world.

673. Was the lease executed by the Governor? Yes.

674. And the document actually placed on the counter for delivery to Mr. Cox —? I dare say it was, but I never saw it on the counter; it was in the office ready for him.

675. That is not the question I asked. The question I ask is, whether the lease was placed on the counter ready for delivery to Mr. Cox on his calling, and whether it was not then withdrawn upon a memorandum being seen opposite to the lease? To my knowledge Mr. Cox never called for the lease after it was executed by the Governor; therefore such a thing could not have occurred.

676. You are not aware of any lease that was cancelled so quickly as this on which rent had been paid? I cannot from memory name any particular lease.

677. Would it be much trouble to get a return of the number of leases that were cancelled under similar circumstances to this of Mr. Cox's that were gazetted upon the same day? It might happen that there was not one gazetted on that day.

678. Or prior to that? There may have been; I cannot say whether prior to or since, but I am almost confident that there are cases of leases, where rent has been paid, having been cancelled.

679. *Mr. Jacob.*] Is it likely that such a thing would happen as a common thing, that a person having paid the rent, and being anxious to obtain his lease, would fail to call for it after notification that it was ready? No I do not remember any such a case in which a lessee having exhibited a desire to obtain a lease failed to continue to do so after payment of rent.

680.

* NOTE (on revision) :—The question was understood by me to be as follows :—"How many of the leases in this list were cancelled in the same county?"

680. Such a case as this is likely to be an exceptional one? No other case of a similar kind ever occurred H. Wood, Esq. in the Department.

681. *Chairman.*] You are not aware whether Mr. Cox was in good or bad health, or whether the state of his health was the occasion of his leaving Sydney? I did not know he had left; if I had known it I should not have taken the trouble to send an officer of the Department in search of him. 6 Mar., 1878.

682. You did not look at a Directory to see whether his name could be found there? That would have been no guide; supposing I had found that a Mr. Cox was living in Macquarie-street for instance, how should I have known whether it was the Mr. Cox I sought?

683. Supposing he had been the only Thomas Cox in Sydney? There might have been only one or there might have been a hundred of that name. As a matter of fact we are not expected to go beyond the address given us, and that address was in George-street. In order to prevent any error I took the precaution of sending a trustworthy officer to that place.

684. With which he had nothing to do whatever? He did not tell us he had altered his residence.

685. You did not send notice to the claim at Mitchell's Creek? No, but I sent it to the local newspaper.

686. You made no inquiry on the land? No, but it is on record that he got the notice. He admits that he saw the notice, but in consequence of the mistake about the parish he says he did not think it applied to his lease.

687. And Mr. Johnson, an old officer, fell into the same mistake? Yes.

688. *Mr. Jacob.*] You also took the additional precaution of sending to the gentleman who was acting as his agent? Yes, and up to the last Mr. Garrett was acting either as his agent or friend, and doing his best to get the lease issued, and he came with Mr. Cox, or called at the office up to almost as late a period as Mr. Cox called himself.

689. *Mr. Suttor.*] It is not required of the Department to make these personal applications? No.

690. *Chairman.*] Suppose Mr. Garrett denied that he was ever applied to? He would not deny it, for only the other day he told me all about it, and the reason why Mr. Cox desired the lease at that particular time.

691. Suppose Mr. Garrett told Mr. Cox that he was never applied to by the Department—that would not be correct? If Mr. Garrett made such a statement it would not be true; but I feel confident he would not make such a statement, for he admitted it to me the other day that it was so, and told me why Mr. Cox wanted the lease.

692. You think then that Mr. Cox has made an incorrect statement? I do not know that Mr. Cox denies it; if he does deny it, he is in error.

693. Do you remember Mr. Cox taking a letter from Mr. Garrett to you? No; I cannot call it a letter; it was a memo.—a paper writing.

694. After cancellation? No. I do not remember that; but I do remember Mr. Cox bringing a written document to me from Mr. Garrett before the lease was prepared, asking —

695. That document will be on record? I may have it; but it was not an official communication. Very likely I may have it in a drawer of mine.*

696. Had Mr. Winters made no application for this land at any time until two months after the cancellation of lease? That is as nearly as I can recollect the date.

697. That was in 1876? No; it was all done in 1875.

698. Was there not a communication, dated 26th April, 1875, from Mr. H. Winters, protesting against the issue of certain mineral leases (*The Chairman read the same from papers ordered to be printed 22nd August, 1876, page 9*)? Yes; but that is not an application to lease the land.

699. Was there any inquiry made as to the character of the country? I think there was.

700. But the reason for the non-issue of the leases was that the party did not call for them? That the leases were not taken when they were tendered.

701. So that Mr. Winters, who has got the land, had been protesting and making application for this land during the whole time that the lease to Mr. Cox was under consideration? Not during the whole time, seeing that Mr. Cox applied for his lease in 1872. The leases were tendered long before Winters wrote to the Department; and it was because the leases were tendered that Winters tried to stop the issue of them, but did not make application for the land.

702. So that Winters, who made the protest, is the actual holder of the land? Mr. Winters is dead. The lease was granted to Mr. Winters, but not until it had been open to all the world for two months, between the cancellation of the lease and the application of Winters and Morgan. So that Mr. Cox, or anyone else, could have applied for the lease during the two months.

703. This lease was first gazetted on the 29th of April as being ready for delivery? No, that is not correct; the lease was gazetted as ready for delivery about the 15th March, and then it was gazetted on the 29th April, warning Mr. Cox that if he did not come for his lease within thirty days it would be cancelled.

704. That is to say, you put in this notice three days after receiving Mr. Winters's protest? Probably it would have gone to the Government Printer before Mr. Winters' protest reached us.

705. It is the fact that this notice appeared three days after the protest? It is a coincidence as regards the dates—as a matter of fact our notices to the *Government Gazette* are frequently sent three or four days before they appear.

706. Mr. Winters made no application during these two months? About two months.

707. Will you refer to No. 32 on page 11 of the printed papers before the Committee, having reference to a former application: "The application of Winters & Co. has not yet reached the Department (Mitchell's Creek 59-74, Bathurst 5614), 4/10/75.—P.A." That is on a letter written by Mr. Cox, objecting to some application made by Messrs. Winters & Morgan, and the officers of the Department say no such application as this, referred to by Mr. Cox, has yet reached the Department? You will notice that Mr. Cox does not date that letter.

708. Your minute on it is dated? Yes, that is very fortunate for us.

709. On the same page you will find this:—"Mitchell's Creek, 6th August, 1875. Sir,—We have the honor to inform you that we have this day deposited with Warden, at his office at Bathurst, the sum of £25, being the first year's rent in advance of 25 acres of land at Sunny Corner, for the purpose of gold mining, and the sum of £3 10s., being the fees for survey of said land. The number of our application is 59-74 (5,614.)" That is from Winters and Morgan? Yes.

* NOTE (on revision) :—I see that the memo. referred to is amongst the printed papers. (*Vide* No. 25, page 9.)

H. Wood,
Esq.
6 Mar., 1878.

710. That communication had not reached your office on 11/10/75? That letter may have reached our Department; that is simply a notice that an application had been made but the application itself had not reached us. Anyone might send such a notice as this and yet never make an application at all. The notice might be altogether untrue.
711. The letter states that £25 has been paid? It merely states that the parties did so; we do not know that they actually did so; we only know that they so stated.
712. That money did not reach your Department by the 11/10/75? It never comes to us but to the Treasury.
713. The Treasury does not notify you upon the receipt of these moneys? Probably it would not go to the Treasury until the end of the month.
714. So that from the 6th of August till the 11th of October this money was not received? We received the Warden's report, forwarding the application on the 2nd November.
715. So that the Warden actually had the money from the 6th August to the 2nd November? I am not prepared to say that; he may have paid it into the Treasury at the end of August.
716. He reports upon it on the 2nd November? He has the application from August to November.
717. Do you think this is perfectly regular? Perfectly regular. I do not think there is cause for suspicion of the slightest irregularity on the part of anyone excepting Mr. Cox.
718. It says here at page 13 in a letter from Winters: "I have posted the forms and enclosed a cheque for the amount, £28 10s., for the lease of 25 acres at Sunny Corner for Winters and Morgan." That was received according to the note upon it on the 4th day of the eighth month, "Received, 4/8/75: Ask if Winter and his partner hold miners' rights.—4/8/75.—Receipt"? You will understand that the notation on that letter was made by the Warden at Bathurst. They are not our notes.
719. These documents did not reach your Department by the 11th October? No; they are enclosures to No. 36.
720. And you cannot say whether they have reached you yet? Yes, I am sure they have reached us, because the lease has been granted, and these papers would not be here if they had not, as these are copies of documents now in our office.

WEDNESDAY, 13 MARCH, 1878.

Present:—

MR. J. DAVIES,		MR. JACOB,
MR. FARNELL,	|	MR. MURPHY,
		MR. W. H. SUTTON.

JOHN MACINTOSH, Esq., IN THE CHAIR.

Harrie Wood, Esq., further examined:—

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721. *Chairman.*] You have before you a copy of the documents printed by order of the Legislative Assembly, and referred to this Committee? Yes.
722. Will you look at page 9. The minute of the Minister, in the 27th letter, says—"The issue of these leases should be stayed, pending inquiry as to the character of the country?" Yes.
723. Was inquiry made as to the character of the country? I am not quite sure about that.
724. Were they not advertised at that particular time? Yes, before that time.
725. You stated when you were last examined that Mr. Thomas Garrett was acting as Mr. Cox's agent? Yes.
726. And that you acquainted Mr. Garrett, as Mr. Cox's agent, that the lease was ready? Yes, we sent to him.
727. Are you not aware that Mr. Garrett was a Minister of the Crown all the time these leases were under consideration? He had been acting as agent for Mr. Cox before.
728. You had an interview with Mr. Garrett, a Minister of the Crown, respecting these leases of Mr. Cox? An officer of the Department had; I have since seen Mr. Garrett, but that is quite recently—Mr. Binny, an officer of the Department, was sent to Mr. Garrett by me.
729. When he was a Minister of the Crown? Yes.
730. What was his answer? That he did not know where Mr. Cox was to be found, and that he did not know whether he was anxious to have the lease.
731. That would be a very likely answer to come from a Minister of the Crown, he having given up all agency business? That was the answer; I do not know whether it was likely or not.
732. Will you turn to page 13;—you will see there a letter dated Mitchell's Creek, 6th August, 1875? An application for lease.
733. You also see on the 14th page a minute of the Warden—"This application was received by me this 4th day of August, 1875, at the hour of 10 o'clock in the forenoon, and is numbered 5,614?" Yes.
734. The letter itself purports to be written on the 6th August, and the note of the Warden states that it was received by him in the forenoon of the 4th? Yes, that is probably a clerical error on the part of the officer up there.
735. You are not aware what inquiries were made with reference to this minute of the Minister? No, I think the explanation of it would be pretty much this: that it was intended at this time that the geological surveyor should be sent to examine this country, and it was found that he could not be sent so that the minute was not carried out.
736. It was thought the simplest way to cancel the lease? The lease was cancelled.
737. You issued these leases then without further inquiry to another party? The inquiry was not to be with reference to the other application, for that was for a gold lease. If you notice the protest by Winters is that these leases, which were then being gazetted as ready for issue to Mr. Cox, were not for gold, and that the land should not be leased to Cox, as the land was auriferous. Mr. Winters' application was for a gold lease, therefore there would be no objection to lease to him, but Mr. Cox's lease was to mine for copper.
738. How did you become aware of Mr. Winters's application prior to receiving this protest of Mr. Cox in October? That is easily explained: If you turn to page 11, No. 29, you will see that Winters and Morgan notified to us that they had made an application.

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739. Look to the minutes on No. 32: "The application of Winters and Co. has not yet reached the Department.—4/10/75"? We had received notice that they had made the application, but we had not received the application itself.
740. Where is the notice? No. 29.
741. According to the minutes on letter No. 32 of Cox it does not appear that this application had reached the office up to the 11th October? No. The application itself did not reach us until the 2nd of November, but the notice reached us in August. Notice of the application and of the payment of the deposit, No. 29.
742. This lease of Mr. Cox was taken up under the "Crown Lands Occupation Act of 1861"? Yes.
743. And subject to the conditions of section 73 of the Regulations? There were Regulations made under the Land Act of 1861, but the lease would be given under the terms of the 22nd section of the Land Act of 1861.
744. In your letter of the 15th December, 1875, you ask the opinion of the Crown Law Officers upon this lease—page 18? Yes.
745. This is a minute of your own, I understand? It would be a minute of the Ministers. I say: "I have the honor, by direction of the Secretary for Mines."
746. The minute says: "The Minister for Mines desires the advice of the Crown Law Officers as to whether he has the power to enforce execution by the lessee of a mineral lease applied for under the 'Crown Lands Occupation Act of 1861'; and, if so, how that power should be exercised"? Yes.
747. The answer to that by the Attorney General, at page 19, is: "I do not think there is any power to enforce the execution by the lessee of a mineral lease applied for under the 'Crown Lands Occupation Act of 1861.' The due observance of the conditions on which these leases are granted will, I think, be found to be secured by the acts to be done by the lessee being made conditions of the lease. Any default on his part, therefore, forfeits the lease, which is really all that is required in Crown leases, so far as all the covenants, except that for paying rent, is concerned, and the rent can always be recovered (under the *reddendum* in the lease as a Crown debt) without a covenant after possession taken"? Yes.
748. That is an answer to your minute? Yes; but there is an addition to that opinion.
749. You also state in your minute: "Mr. Cox appears to have rendered his leases liable to forfeiture by reason of his having mined for gold without giving notice thereof to the Secretary for Mines (*vide* 'Mining Act 1874,' sections 61 and 62); but it was not upon that ground the leases were cancelled"? Yes.
750. So that it was not for mining for gold that his leases were cancelled? No; the reason for cancelling the leases is given in the printed papers.
751. Will you show us under what regulation the leases are cancelled? There is no regulation under the "Crown Lands Occupation Act of 1861."
752. There is no law —? I am not prepared to say that.
753. Will you show us the clause of the Act that empowers the Minister to cancel the lease under the "Crown Lands Occupation Act of 1861"? I am not aware of any clause.
754. So that there is neither law nor regulation —? I do not say that.
755. You have been administering the law for some years in New South Wales? Yes.
756. And you are not aware of any law or of any regulation empowering the Minister to cancel a lease on the grounds stated in the advertisement in the *Gazette*? I am not aware of any clause in that Act, or of any regulation thereunder.
757. *Mr. Suttor.*] What was the number of Mr. Cox's lease? 5,907.
758. Was it known to him by that number? Yes; that is shown by his own letters in his own handwriting. If you turn to letter No. 21, page 8, and No. 24, page 9, it is reasonable to suppose that that is in his own handwriting.
759. Does any other lease bear the same number? No.
760. Did Mr. Cox or his agent ever describe the land applied for as in the parish of Castleton? Yes.
761. Can you produce any plan where it is so described? Yes. (*The witness produced the same. Vide Appendix C 1.*) That is the plan put in with Mr. Byrnes' application, acting as agent for Mr. Cox—No. 17, p. 7.
762. Did Mr. Cox ever apply for or pay for the right to mine for any mineral other than copper? No.
763. Did he at any time give any notification to the Department of his intention to mine for gold? No.
764. Has the land, held under mineral lease 5,907, been proved to contain valuable deposits of copper? No.
765. Do you know whether it has been worked as a copper lease? It has not.
766. Have any leases been declared void for the same reason as Mr. Cox's? Yes. The Chairman asked me on the last occasion when I was here whether any one of the leases on the list containing the notification respecting Mr. Cox's lease was in the same position as to the payment of rent, and as to the time within which cancellation took place, besides Mr. Cox's; there were three leases besides.
767. *Chairman.*] Was the rent of them paid in advance? Yes. A little on the same date gazetted as ready thirty days' notice, and the cancellation was gazetted on the same day.
768. And no protest made? No.
769. *Mr. Suttor.*] Was the question of the payment of rent or not taken into consideration? No.
770. Was evidence tendered that at the date of Mr. Cox's selection the land was occupied by other persons under miners' rights? Yes.
771. If that were the fact would that render Mr. Cox's selection void? Yes.
772. Were Mr. Cox's leases cancelled for any other reason? Yes. For not having expended any money upon this land within three years.
773. Any other reason? Yes. That he worked for gold without applying for a gold lease.
774. Are not the holders of mineral leases who discover gold within land demised required to apply and pay for a gold lease in addition to their mineral lease? Yes.
775. Under what Act is this required? The "Mining Act of 1874."
776. Does this apply to leases as Cox's, granted under the Land Act of 1861? Yes.
777. Does a miner's right confer upon the holder any right to mine for gold within a mineral leasehold? No.
778. Seeing that the land was surveyed for Mr. Cox, in October, 1872, and the plan sent in in December, 1872, why were the leases not prepared before November, 1874? Because Mr. Cox, by his agent, objected

* NOTE (*on revision*):—The word "cancelled" should, I think, read void or forfeitable. That is how I understood the question.

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objected to the survey, and asked that it might be amended, and the Government granted permission to his having an amended survey upon his paying £9. Mr. Cox neither paid the £9, nor made any application for the lease, for about twenty months from that time.

779. Was any communication received from Mr. Cox, urging the issue of these leases, between 18th December, 1872, and 23rd October, 1874? No. All that time we were waiting for the payment of this money for the resurvey.

780. Is it true that the delay in preparing the leases after the survey was caused by Mr. Cox? Yes. Because he asked for a resurvey, and we supposed he wanted it, and waited for the money to be paid.

781. Has Mr. Cox, or any one on his behalf, complained since the cancellation that notice of the lease being ready was not sent to No. 353, George-street? Yes.

782. Was that the address to which Mr. Binny was sent? Yes.

783. Could Mr. Cox have taken up the ground by fresh application after the cancellation? Yes.

784. For what term was this lease to extend? Fourteen years.

785. It was not a yearly lease? No.

786. Was it incumbent upon the Department to notify in writing to Mr. Cox that the lease was ready for execution? No.

787. *Mr. J. Davies.*] In a portion of the enclosure to No. 41, which the Chairman has already called your attention to, you state "Mr. Cox appears to have rendered his leases liable to forfeiture by reason of his having mined for gold without giving notice thereof to the Secretary for Mines?" Yes.

788. That is in conformity with the "Mining Act of 1874"? Yes.

789. Can you show any Regulations that have a bearing upon Mr. Cox's selection, that was taken up under the "Land Act of 1861"? The "Mining Act of 1874" has a bearing upon it; section 62 of the "Mining Act of 1874" reads as follows:—"Where gold is associated or combined with any other mineral or metal in any land demised under this or any other Act if the lessee shall desire to mine for such gold or should the nature of the mining operations be such as to lead to the removal of such gold such lessee shall make application for a gold mining lease of the said land to the said Secretary of Mines under the provisions of this Act in addition to any mineral lease he may hold. And if such lessee shall proceed to mine for such gold before he shall have obtained such gold mining lease his mineral lease shall be liable to be forfeited and cancelled as aforesaid."

790. *Chairman.*] Are you aware whether Mr. Cox did mine for gold after the date of that Act? Yes.

791. *Mr. J. Davies.*] After the date of this? Yes, it is in evidence.

792. Can you show us any proof that Mr. Cox mined for gold after that? The Act came into operation on the 1st May, 1874, and there is a letter here from Mr. Robertson and partner to Mr. Cox about his dividend. Enclosure 2 to No. 37.

793. *Chairman.*] Will you show how that letter comes to Mr. Cox? From Robertson and partners to Mr. Driver.

794. Is that signed by Mr. Cox? No, this is addressed to Mr. Driver, Mr. Cox's agent.

795. Is there anything to show that this was ever in the possession of Mr. Cox? Yes, there is evidence of this, that it is included in Mr. Cox's letter to the Executive Council, and if it never came to him I do not see how he could have sent it to the Executive Council.

796. It is not signed by Mr. Cox? No, but it is enclosed in a letter which is signed by him.

797. I am speaking of the enclosure to No. 38? No. 38 is Mr. Cox's letter.

798. If Mr. Cox stated that he never saw that letter in any way? You would have to fall back on Mr. Driver's letter where he says "Mr. Thomas Cox has instructed me."

799. That may have had reference to gold taken prior to January 1875—indeed it must have been taken up in 1874? It may have been, but this Act came into operation on the 1st May, 1874.

800. This gold may have been taken out prior to that? It is not likely.

801. There is no period mentioned when it was taken out; it may have been in the early part of the year? We have the statement that Mr. Driver applied in December, 1874.

802. In the Departmental desire to get this lease cancelled you minute on the enclosure 2 to No. 36: "Received 4/8/75. Ask if writer and his partner hold miners' rights.—4/8/75"? That is by the Warden to ask whether Winters holds a miner's right.

803. Have you any other record similar to that to ask if the writer of an application and his party hold miners' rights? Yes. In reference to every application for a gold mining lease we ask whether the parties hold miners' rights, because the Governor has power to grant leases only to persons who hold miners' rights.

804. On what day was this lease actually cancelled? It was gazetted 17th June, 1876.

805. *Mr. J. Davies.*] You state that Mr. Cox's lease came under the Regulations of 1874? Under the "Mining Act of 1874."

806. The Mining Regulations? No; the "Mining Act of 1874."

807. I understand from you that Mr. Cox's lease was not cancelled in consequence of any violation of the two sections of the Acts of 1861 and 1862? No. It was not cancelled in consequence of his working for gold.

808. Suppose Mr. Cox to have been liable to have his lease cancelled, would not that liability have been cured by the fact of his holding a miner's right? No. A miner's right does not operate upon land under lease.

809. That is under the Act of 1874? Yes; or the Act that was in force before, under which Mr. Cox took up his lease.

810. Seeing that Mr. Cox had taken up his land under the "Crown Lands Occupation Act of 1861," was he liable to the conditions of the Act of 1874? Yes. For the Act says for any lease granted under this Act or any other Act.

811. That is as far as relates to mining for gold? Yes; or for any other mineral.

812. But I understand clearly from you that Mr. Cox's lease has not been cancelled on these grounds? Yes; it has not.

813. Can you point to any Act or Regulation which authorized the Minister to cancel Mr. Cox's lease for any other reason? Yes. He could have cancelled it for the failure of Mr. Cox to expend £5 an acre upon the land.

814. Had Mr. Cox failed to expend £5 an acre upon the land? Yes.

815. Have the Department any proof of that? Yes; they have Mr. Warden Johnson's report upon it.

816.

816. Will you refer to that? Yes. It is at page 13, sub-section 2, to clause 3—"That three years within a few days have elapsed since the date of Cox's applications before cancellation, during which period, as far as I can learn, no expenditure whatever has been made upon them as required by the Regulations under the 'Crown Lands Occupation Act of 1861.'"

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817. Was the lease cancelled in consequence of failure under that section? No.

818. Can you inform the Committee what was the reason of the cancellation of the lease? Because it was not taken when it was tendered.

819. Can you show us any law or regulation which fortifies the Minister in taking such a course? There is no express provision in that Act; but the principle on which we act is that the acceptance of an application to lease is a contract which would bind the Crown to give Mr. Cox a lease. We prepared the lease, and offered it to him, and as he did not take it we were released from the obligation.

820. Can you show any regulation or any portion of the Act which fortifies the Minister in taking such a course? The Act is silent as to it—the Act under which Mr. Cox took up his lease. The Mining Act and Regulations deal with this matter.

821. Give the Minister power to deal with the matter in the way this has been dealt with? Yes.

822. The clause you have already referred to? No; if we had the Mining Act Regulations here I could point it out to you. The Regulations under the Mining Act provide for tendering leases and cancelling them if they are not taken when tendered.

823. Whether the rent is paid or not? Yes, that is quite immaterial. Mr. Cox's lease contains a provision that he is to hold it subject to any Regulations then in force, or any Regulations that may thereafter be made.

824. There is no clause in the Act which fortifies the Minister to take the course he has done in the case of Mr. Cox? Not in the Crown Lands Occupation Act, but in the Mining Act and in the Regulations under it.

825. Are you aware that at the time of the cancellation of Mr. Cox's lease rent had been paid in advance? Yes.

826. Is it the usual practice to cancel leases where the land has been taken up and the rent has been paid as in this case? Yes, we frequently do it. We had to do it, for we found that there were thousands and thousands of acres occupied in this way, where the applicants for leases had no intention to work the land themselves, but desired to hold it, in order that if any other person began to work on the land, and discovered gold, they might pounce down upon them and exact tribute from them. There was a very great outcry about this, and complaints came to us from all quarters of persons holding these leases without working them. As the Act was silent with reference to the matter of tendering leases, the Department had to devise some mode of tendering them, and followed the course practically laid down under the regulations of the "Mining Act of 1874." You will find by 3rd section of the Mining Act that applications made prior to the passing of the Act may be dealt with under the Act.

827. *Chairman.*] May be? Yes.

828. *Mr. J. Davies.*] You state that a good number of persons took up land on speculation, not intending to work it themselves, but trusting to other persons working, and, upon their finding gold, exacting tribute from them? Yes.

829. Do you conceive that Mr. Cox's was a case of that kind? Clearly.

830. What grounds had you for such a suspicion? When Mr. Cox first applied for these leases he was very anxious to get them, and it was stated at that time that people were getting gold there. After a short time the supply of gold seemed to have ceased, and Mr. Cox took the method of stopping the preparation of these leases for a certain time.

831. Describe that method? He applied to have an amended survey, and never proceeded with it.

832. Has not that been done in hundreds of cases? Not in many.

833. Not to amend the description in the survey? Yes, but in such cases the parties proceed farther in the matter. Mr. Cox did not; he applied for a re-survey, and obtained permission upon payment of the money. He then stopped, and we waited for the money. All this time we did not prevent his proceeding, but he stopped our action upon his application until it suited him. Then you will find it is stated, I think by Mr. Cox, that about October, 1874, some people came upon the land and found gold there again, which gold Cox admits that he shared. That was the time when Mr. Cox again began to move us to issue the leases, and he continued to press us until March, 1875. In that month these men ceased to work for gold. Mr. Cox then left Sydney, leaving us no means of ascertaining whither he had gone, and practically preventing our issuing a lease to him. Mr. Cox stayed away until October, and then when Winters had found gold Mr. Cox came back again and wanted his lease. On three distinct occasions, when gold was being got out, these leases were applied for, and between whiles when no gold was being got Mr. Cox did not want his leases.

834. Do you not know by the papers that Mr. Cox was a party to the arrangement, that he had a royalty or share of the gold obtained by these parties? That is why I say Mr. Cox was practically defrauding the Government.

835. Did he not show a disposition to work the land by making arrangements with a number of miners to work for gold? He had no right to work for gold.

836. But Mr. Cox's lease was not cancelled for that? No.

837. You state that Mr. Cox showed no disposition to work the land, and that he had not complied with the conditions to spend £100 upon the land within three years? That is in mining for minerals other than gold. The only thing he was entitled to mine for was copper.

838. You will find if you look at the papers that Mr. Cox entered into an arrangement with Robertson and partners to work for gold, and that he was to receive a share in proportion to the gold raised from this particular lease? Yes.

839. If that be true then Mr. Cox was a party to the working of this portion of the lease? For gold, which was an offence.

840. In working for copper has not gold frequently been found upon the same land? Yes, but you will see that under the "Mining Act, 1874," section 62, his doing so without reporting the fact to the Department rendered his lease liable to be forfeited, and there is no evidence that the parties mined for anything but gold.

841. Gold is sometimes found in working for copper? Yes.

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842. A good deal of money therefore might have been expended in working for copper, sufficient to comply with the Act of 1861? Yes, a person might spend a great deal of money in working for copper.
843. Are you satisfied that Mr. Cox did not spend that amount in working for copper during the three years lease? I am satisfied that Mr. Cox never worked for anything but gold, and that work was not done by himself, but whenever any person worked upon the land and found gold he pounced upon them and extracted money from them.
844. Are you certain of that? It appears from the papers.
845. There was a mutual arrangement between Mr. Cox and Robertson and partners that they should work for gold, and that he should have a royalty? Yes, because if they had not he could have turned them off the land.
846. Did they not know that the land was under mineral lease? No.
847. You say these persons took charge of the ground in defiance of Mr. Cox? No, I say they went on in ignorance, thinking it was Crown land, and when they had found gold Mr. Cox pounced upon them, and told them if they did not give him a certain share of the gold he would turn them off.
848. The papers do not show that? That is the inference to be drawn.
849. We must not have inference, we must have evidence? The papers show that Mr. Cox did enter into an arrangement.
850. That was a matter of arrangement? That was an offence which would forfeit his lease.
851. It was not forfeited for that? But if this cancellation had been revoked the lease would have been forfeited for that.
852. It might have been? It would have been forfeited for that, but we did not know in the Department that Mr. Cox was working for gold at the time we tendered the leases to him.
853. You have also stated that Mr. Cox did not show any desire to take up the lease, but that it was lying for some time in your Department without application being made for it? Yes, from the 15th March to the 17th of June it was lying for Mr. Cox to take up. It was advertised in the *Gazette* and in the newspaper, and every effort was made to find Mr. Cox, that he might take it.
854. Do you not know of your own knowledge that Mr. Cox called at the office a great number of times, and made frequent applications for the lease? I know that he called, and I saw him there myself on several occasions, but that was before the lease was ready.
855. And showed great anxiety to obtain his lease? Yes, between certain dates; but it was Mr. Cox's own fault the lease had not been prepared long before.
856. After Mr. Cox he received notification that the lease was prepared and sent for signature did not had apply several times for his lease? Yes.
857. He frequently applied personally or through his agent? He applied several times.
858. Did I understand you to say, in answer to a question of the Chairman, that Mr. Garrett, who was Mr. Cox's agent at one time, was seen by an official from the office? Yes, I sent an officer to Mr. Garrett to try and find where Mr. Cox was.
859. Do you remember the kind of intimation you sent to Mr. Garrett? I told Mr. Binny to call upon Mr. Garrett, knowing that he had acted for Mr. Cox in the matter, to ask if he knew where Mr. Cox could be found to tell him that the lease was ready.
860. At this time Mr. Garrett was a Minister of the Crown? Yes.
861. Do you know what was Mr. Garrett's reply? That he did not know where Mr. Cox was gone, and that he did not know whether Mr. Cox wanted the leases now.
862. Do you know whether Mr. Garrett was authorized to say that on behalf of Mr. Cox? I do not know what he was authorized to say.
863. Was Mr. Garrett a land agent at that time? He was a Minister of the Crown. I do not suppose he was a land agent then, but he had communicated with me on behalf of Mr. Cox as a land agent.
864. Not while he was a Minister? No.
865. There was no communication between yourself and Mr. Garrett during the time he was a Minister, having reference to Mr. Cox's case? Not personally. I neither wrote to Mr. Garrett nor spoke to him in reference to the matter.
866. The other was simply a casual inquiry? Not a casual, an intentional inquiry. I sent to him expressly to inquire as being the most likely person to know Mr. Cox's address.
867. What happened after that; what further effort did you make to inform him that the lease was ready? I believe Mr. Binny went again to the place of business. I think he went two or three times to the only address we had of Mr. Cox.
868. You never wrote to Mr. Cox at George-street, the old address? Mr. Binny went there and they told him they did not know where he was gone, therefore it would have been of no use.
869. It so happens that from the evidence before the Committee it appears that Mr. Cox wrote to the Post Office requesting that all letters addressed to him at George-street should be sent to a certain address; if therefore you had written to him at that address the letter would have reached him? We did not know that.
870. Is it not the usual practice for persons upon removal from a residence to inform the Post Office authorities of their new address? I do not know that it is the usual practice to leave a new address at the Post Office rather than at the place of business which is left.
871. When did Mr. Cox make his last application for a lease? That was before the cancellation; it must have been early in 1875—before the 15th of March, 1875.
872. You received the opinion of the Attorney General in reply to a case submitted by the Department? Yes, there was a portion of the opinion omitted from the first paper published.
873. Did the opinion of December, 1875, warrant or justify in your opinion the action taken by the Department in the cancellation of the lease? The opinion of 4th April, 1876, which is a supplementary opinion —
874. In answer to my question you say that you submitted a case to the Attorney General on the 15th December for his opinion? Yes.
875. Do you think there is sufficient ground for the cancellation of the lease in the opinion of the Attorney General? Yes.
876. In this opinion alone? With the addition.
877. That was not forthcoming until after the *Gazette* notice? We did not ask the opinion of the Attorney General until after the *Gazette* notice, so of course our action was not affected by his opinion.

878. That opinion was not obtained for a long time after—nearly twelve months? The cancellation of Cox's lease was on the 17th June, 1875; this opinion of the Attorney General was given on the 22nd December, 1875—about six months. H. Wood, Esq.
879. *Mr. Murphy.*] Is it customary for the Department to notify in the *Gazette* when the leases are ready for issue? Yes. 13 Mar., 1878.
880. That was done in this case? Yes.
881. There was a subsequent *Gazette* notice? Yes; that if he did not come within thirty days and take the lease it would be cancelled.
882. *Mr. Farnell.*] I understand that Mr. Cox took up this land under the "Crown Lands Occupation Act of 1861"? Yes.
883. Under what law was the lease granted to him? The application was dealt with after the "Mining Act of 1874" came into operation.
884. If he took up land under the "Crown Lands Occupation Act of 1861," would he not be entitled to a lease under that law? He got that form of lease. (*The witness produced the same. Vide Appendix C 2.*)
885. That is the form of lease that would have been issued to him if no Mining Act had been passed at all? Yes.
886. I understand from what you have given in evidence that the reason for the forfeiture of the lease was that he did not take it up within the thirty days from publication in the *Government Gazette*? It was more than thirty days. The notice was published on the 15th March, and on the 29th April a further notice was published, telling him that if he did not come within thirty days his lease would be cancelled. That would carry it on to the end of May, and as a matter of fact it was not cancelled till the 17th of June.
887. Under what regulation do you cancel leases on the ground of the parties not taking delivery? 34.
888. Does the "Mining Act of 1874" empower you to make such a regulation? Yes, I think so.
889. Does that regulation apply to lands taken up under the "Crown Lands Occupation Act of 1861"? I think it is quite optional with the Minister to deal with lands taken up under the "Crown Lands Occupation Act of 1861" by virtue of the 3rd section.
890. Are you not aware that there is a provision in the Mining Act that persons may take up lands under the provisions of the "Crown Lands Occupation Act of 1861"? No doubt if any person wanted to do so the Minister would not object.*
891. You think if a person took a lease under the "Crown Lands Occupation Act of 1861" it could be brought under the operation of the "Mining Act of 1874"? If he made application under the "Crown Lands Occupation Act of 1861," and no lease had been granted before the "Mining Act of 1874."
892. Are you aware that under the "Occupation Act of 1861" the promise of a lease is equal to the lease itself? I have heard it so stated, but I think that has been rather stretched; it says it shall for certain purposes be equal.
893. For pastoral purposes? Yes, and for the purpose of enabling the pastoral tenant to proceed against any person who may trespass.
894. There was no application made by Mr. Cox to convert the lease into a lease under the Act of 1874? No.
895. In fact it was not converted, it was issued under the same conditions as a lease would have been issued under the Act of 1861? Yes, it is the same form of lease.
896. I understood you to say that had not this lease of Mr. Cox been cancelled on account of his not taking delivery after thirty days notice, it was liable to forfeiture for non-compliance with the conditions of the "Crown Lands Occupation Act of 1861," by failing to expend at the rate of £5 per acre upon the land? Yes.
897. Do you know as a fact that £5 per acre was not expended? In his report Mr. Warden Johnson says from inquiry he made he learned that no work had been done upon the land.
898. That is for copper-mining? Yes.
899. Are you aware that under the Regulations of the "Occupation Act of 1861" there was a provision by which persons could mine for gold? Yes, by paying certain moneys to the Crown.
900. Or by converting a mineral lease into a gold lease? Yes, but that would have to be done by application.
901. You have already stated that it was illegal for any person having a mineral lease to mine for any other mineral than that specified in the lease? Yes.
902. And that the lease was liable to forfeiture if the parties did not apply for a fresh lease giving them power to mine for other minerals? Yes.
903. Is not the 62nd section of the Mining Act founded upon that regulation? Yes.
904. In substance it is the same thing? Under the regulation they paid royalty, and under the 62nd clause of the Mining Act they pay rent.
905. Are you aware of any cases where persons have paid royalty for mining for gold? Only in the case of A. D. Shepherd, of Adelong. There are cases in that locality where persons who hold mineral leases have applied for gold leases in addition and have paid rent.
906. Do you know whether Mr. Cox did mine for gold, or any one in his behalf? It appears so from the papers—I think that is admitted.
907. *Chairman.*] Is there any recital of the Act of 1874 in this lease, showing that it is subject to that Act, or to the Regulations under it? No, this is supposed to be granted in virtue of the "Crown Lands Occupation Act of 1861."
908. There is no power in the "Crown Lands Occupation Act of 1861" to cancel a lease on the ground of its not being taken up? No express power.
909. There is nothing in this lease to show that it comes under the Regulations or law of 1874? Yes, I think there is.
910. Will you show me a recital in this lease, given under the law of 1861, bringing it under the law or the Regulations under the Act of 1874, or is it in any way different from or contrary to any lease granted under

* NOTE (on revision) :—I do not think this question is correctly taken down, because the provisions of the Crown Lands Occupation Act relating to mineral leases are repealed by the Mining Act. I understood the question to be, "Are you not aware that there is a provision in the Mining Act that land taken up under the 'Crown Lands Occupation Act of 1861,' may be dealt with under the last-named Act, notwithstanding the repeal of section 22 thereof?"

- H. Wood,
Esq.
13 Mar., 1878.
- under the law and Regulations of 1861? No, this is the form of lease that was granted under the Act, but there was another form of lease granted under the Act of 1861, prior to this. It was a smaller form.
911. This was the form of lease in current use prior to the passing of the Act of 1874? Yes.
912. For several years? That I could not say; but at the time Mr. Cox applied for his lease the other form was in use—the earlier form.
913. These were in common use under the Regulations and Act of 1861? Yes, this is the latest form under the Act of 1861.
914. On page 14 of the printed documents there is a minute attached to a letter—"Inform Mr. Cox that any objection to an application for a lease must be lodged within a certain time, which in this instance expired on the 20th August last, and should be accompanied with a deposit of £5"? You will notice that that is a minute by Mr. Warden Johnson.
915. That was open to objection up to the 20th August? That means it must have been applied for 14 days before the 20th August.
916. And it had been applied for and promised to Mr. Winters on the 4th August? No, it appears to have been applied for at Bathurst on the 4th August.
917. And the documents never reached the head Department till the 2nd December? No, because the land had to be surveyed, and the application would not come to the Department until after the land had been surveyed.
918. If a person has given evidence to the fact that a shaft or shafts have been sunk, one to the depth of 70 feet in search of copper on this particular land, it would not be correct? I believe it would not be correct.
919. This is an important matter, a matter involving considerable value, and I should like you to say yes or no? I could not say so of my own personal knowledge.
920. In the event of a person saying there was a house upon this land that would not be correct? I believe it would be, for there appears to have been a house there before Mr. Cox took up the land, and a shaft or two or three had been sunk.
921. That Cox actually dug in search of copper or other mineral? Yes, gold.
922. If copper or silver it would not be correct? I am not prepared to say that, but I believe it would not be correct.
923. Would you act upon the report of Mr. Johnson, given on the 13th page, which you have read? Do you mean would we have cancelled the lease upon that? No, we should have got farther evidence.
924. You did not do so? No, the lease had then been cancelled, and if we had been pressed to reverse the cancellation we should then have taken evidence as to the breaches of the law, and if we found he had been guilty of the charge we should have cancelled the lease.
925. None of this evidence came before you until after the cancellation of the lease? There was a statement —
926. But you did not act upon that? No, it was made by a person who was interested—Mr. Winters.
927. You see that in regard to Castleton Mr. Johnson made the same mistake? That has been cleared up beyond a doubt.
-

MINERAL SELECTION AT MITCHELL'S CREEK.

APPENDIX.

[To the Evidence of Mr. Thomas Cox, 20 February, 1878.]

A 1.

(No. 279.)

New South Wales.

The Treasury, 25 September, 1872.

RECEIVED from Thomas Cox the sum of £10 14s. 10d. sterling, being for rent of mineral leases *other than gold*, as under, viz.:-

Date of Deposit.	No. and Extent of Blocks.			Rate per Block.	Period of Rent.		Amount.
	No.	Area.	Total.		From	To	
1872.			Acres.	£ s. d.	1873.	1873.	£ s. d.
June 11.....	1	20	20	2 15 10	June 11.....	31 December.....	2 15 10
„ 21.....	3	20	60	2 13 0	„ 21.....	„	7 19 0

£10 14s. 10d.

W. NEWCOMBE,
For the Treasurer.

A 2.

(No. 893.)

New South Wales.

The Treasury, 26 October, 1874.

RECEIVED from Thomas Cox the sum of £20 sterling, being for rent of mineral leases *other than gold*, as under, viz.:-

Date of Deposit.	No. and Extent of Blocks.			Rate per Block.	Period of Rent.		Amount.
	No.	Area.	Total.		From	To	
1872.			Acres.	£ s. d.	Nos. of Leases.		£ s. d.
June 11.....	1	.....	20	5 0 0	5,197	For year 1874	5 0 0
„ 21.....	3	20	60	5 0 0	5,907/9	„	15 0 0

£20.

W. NEWCOMBE,
For the Treasurer.

A 3.

(No. 990.)

New South Wales.

The Treasury, 30 November, 1874.

RECEIVED from Thomas Cox the sum of £5 sterling, being for rent of mineral leases *other than gold*, as under, viz.:-

Date of Deposit.	No. and Extent of Blocks.			Rate per Block.	Period of Rent.		Amount.
	No.	Area.	Total.		From	To	
1872.			Acres.	£ s. d.	For year 1875.		£ s. d.
June 21.....	1	20	20	5 0 0	No. of Lease.	.....	5 0 0
					5,907		

£5.

Entd.

R. A. CANTER,
For the Treasurer.

A 4.

Memo.

I HAVE looked over the printed report of August 22nd, 1876, you were kind enough to forward, and beg to remark as under:—

If I understand the decision of the Attorney General it is in your favour. The lease No. 5,907 was declared forfeited when it could not possibly have been so, you having paid the rent to December 31st, 1875, and it was declared forfeited, June 17th, 1875; the other three "3" leases were legally forfeited, the rent not having been paid. The late Minister for Mines persists in mixing up the leases altogether, while the one only, 5,907, should be dealt with. He evidently tries to gloss over the error committed in his Department, and in doing so resorts to all sorts of subterfuges, and takes the *ex parte* statements of interested parties, "Winters and Morgan," as proved facts. He says, after receiving the opinion of the Attorney General, he had an interview with that gentleman. What transpired at that interview? When I saw Mr. Warden Johnson in his office in Bathurst, and pointed out to him that only three (3) leases were forfeited, he said there was evidently a mistake, and that it should have been remedied by a "notice in error" in the *Government Gazette*, but that he had nothing to do with it, but that as the error had been made by the Department of Mines in Sydney the notice should emanate from that office.

The men Berry, State, and Ross, being the holders of miners' rights, had a perfectly legal right to mine for gold on the lease "with permission of the lessee," he being in lawful possession of the same,—the miners' right giving power to "mine on any Crown lands whether leased or otherwise."

As to the notice of intention to "mine for gold," it is unnecessary for the holder of miner's right to give it, that is, if he only holds his working claim as those men did. Have the proprietors of the Goderich Copper Mine, at Mitchell's Creek Co., Wellington, given any notice, or paid any royalty or percentage to the Government, and they and many others about them have been getting gold, silver, and copper for years? Do the Northern tin-mines, where gold, silver, tin, bismuth, &c., &c., are raised, pay any royalty or percentage? I think you'll find they do not; they simply take out miners' rights for the men employed.

Besides,

Besides, even if this were one of the covenants of the lease, you could not be bound by the covenants of a lease you had not got. The royalty on gold never has been paid, and I question if it is the law of the land to pay it. It, "the regulation," came out as an Order in Council, signed by Henry Parkes, I think in 1872, but so far as I know, never passed into law. Has such royalty ever been paid?

The late Minister for Mines has strained a clause in the Regulations to justify either a stupid blunder or an interested exercise of power.

The whole case really comes into a very small compass. Three (3) leases were legally forfeited; the fourth (5,907) you intended to retain and work, as I can prove; they were all four declared forfeited, and rather than frankly admit the mistake all sorts of mean shifts are resorted to so as to shirk the responsibility.

I had a witness with him who can prove the admission of Mr. Warden Johnson.

[To the Evidence of Harrie Wood, 13 March, 1878.]

C 2.

(No. 5907.)

[Duplicate.]

LEASE FOR MINING PURPOSES.

Victoria, by the Grace of God, of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, and so forth.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS Thomas Cox, in our Colony of New South Wales, hereinafter called the lessee, became under and by virtue of "the Crown Lands Occupation Act of 1861," and the Regulations made thereunder, entitled, on the twenty-first day of June, in the year of our Lord one thousand eight hundred and seventy-two, to a lease of the lands hereinafter described, at the yearly rent hereinafter reserved, and subject to the terms, conditions, exceptions, and provisos hereinafter mentioned, for the term of thirteen years and one hundred and ninety-four days from that date, for the purpose of mining thereon for any metal or mineral excepting gold, and hath duly paid into the office of the Colonial Treasury in the said Colony, all rent due in respect of the said lands to the thirty-first day of December next, and the Governor of our said Colony, with the advice of the Executive Council thereof, hath therefore consented to grant to the lessee a lease of the said lands for the residue yet to come of the said term: Now know ye, that in consideration of the premises, of the rent so paid as aforesaid, and of the yearly rent, covenants, provisos, and agreements hereinafter reserved and contained on the part of the lessee, his executors, administrators, and assigns, to be paid, observed, and performed, we do hereby for us, our heirs, and successors, demise and lease unto the lessee, his executors, administrators, and assigns—all that parcel of land containing by admeasurement twenty acres, be the same more or less, which is particularly described in the schedule hereinafter written, with free liberty for the lessee, his executors, administrators, and assigns, to dig, sink, drive, make, and use all such pits, shafts, levels, watercourses, and other works which may be necessary for obtaining all ores and minerals therein contained, except gold, and to use the said land or any part thereof either under ground or on the surface in such manner as may be proper and requisite for making search for and obtaining the said ores and minerals: Saving and reserving always unto us, our heirs and successors, and unto the Governor or officer for the time being administering the Government of our said Colony, the right and power of taking without compensation to the lessee, his executors, administrators, or assigns, such parts of the said land hereby demised as may be required for the sites of churches, schools, parsonages, or any public buildings, or for the establishment and construction of high roads, railways or railway stations, and tramways, and all necessary approaches thereto: And also saving and reserving unto us, our heirs and successors, and to the Minister for Lands for the time being of our said Colony, and any person or persons authorized by him, the right to enter upon the said land or any part thereof without compensation to the lessee, his executors, administrators, or assigns, and to cut, dig, and remove all timber, stone, gravel, earth, or other material in or upon the said land which shall be required for any public purpose; and also reserving unto us, our heirs, and successors, and unto the Secretary for Lands of our said Colony, and to any and every person or persons hereafter appointed by him in that behalf, free liberty at all times during the continuance of this demise to enter into and upon the land hereby demised, and all mines and works therein or thereon, in order to view and examine the condition thereof: To have and to hold the said lands and mines, and all and singular other the premises hereinbefore mentioned and hereby demised, with the appurtenances, unto the lessee, his executors, administrators, and assigns, from the date hereof, for and during the full term of ten years and three hundred and eleven days from thence next ensuing, and fully to be complete and ended, subject to the reservations, conditions, exceptions, and provisos herein mentioned: Yielding and paying therefor unto us, our heirs and successors, yearly and every year hereafter, during the continuance of this lease, the clear rent or sum of five pounds sterling, by yearly payments thereof in advance, during the month of September in each and every year, into the hands of our Colonial Treasurer for the time being, at the Treasury in Sydney, in our said Colony; the first of such payments, after the issue of these presents, to be made on or before the thirtieth day of September now next ensuing, being the payment in advance of the rent for the year ending the thirty-first day of December, in the year of our Lord one thousand eight hundred and seventy-six: Provided always, and these presents are upon the conditions following (that is to say):—Upon condition that the lessee, his executors, administrators, or assigns, shall well and truly pay or cause to be paid unto us, our heirs and successors, the rent hereby reserved when the same shall become payable in the manner hereafter appointed for that purpose, and do and shall within three years from the said twenty-first day of June, in the year of our Lord one thousand eight hundred and seventy-two, expend upon the said land hereby demised in and about mining thereon, a sum or sums of money amounting in the whole to not less than five pounds sterling money per acre of the lands hereby demised: And that the lessee, his executors, administrators, or assigns, shall not remove, dig, sink for gold in or upon, or otherwise endeavour to obtain gold, from the lands hereby demised, or any part thereof: And that if default shall be made by the lessee, his executors, administrators, or assigns, in payment of the rent hereby reserved, or of any part thereof, and the same shall be in arrear and unpaid after the thirtieth day of September in any year during the continuance of this demise, or if the lessee, his executors, administrators, or assigns, shall at any time or times make, do, cause, permit, or suffer any breach of the conditions, provisos, or agreements herein contained, and on the part of the lessee, his executors, administrators, or assigns, to be observed or performed, it shall be lawful for us, our heirs and successors, or for the Governor or officer for the time being administering the Government of our said Colony, or any person authorized by him or them in that behalf, to enter upon the lands hereby demised, or any part thereof, and therefrom to remove the lessee his executors, administrators, or assigns, and all occupiers thereof, and the demise hereby made and all rights of the lessee, his executors, administrators, or assigns, hereunder shall, upon such entry, cease and be void: Provided also, and it is hereby declared and agreed, that it shall be lawful for the lessee, his executors, administrators, or assigns, at any time to determine this present demise by giving to the Minister for Lands for the time being of our said Colony three months' notice in writing of his intention so to do, but that in case this demise shall be so terminated by the lessee, his executors, administrators, or assigns, no portion of the rent which shall have been paid in advance in respect of the said lands shall be repaid to the lessee, his executors, administrators, or assigns: Provided also, and it is hereby further declared, that upon application in writing to the Minister for Lands for the time being of our said Colony, by the lessee, his executors, administrators, or assigns, during the thirteenth year of the term mentioned in this lease, the lessee, his executors, administrators, or assigns, shall be entitled to a renewal of the same for a further period not exceeding fourteen years, upon payment of a fine or premium for or in respect of such renewal, of not less than two pounds ten shillings per acre of the lands hereby demised, and that the amount to be paid for such fine or premium for renewal shall be determined by appraisement as provided in and by the said Act, upon which appraisement full and particular information in every respect of the working of, and return obtained from, the mine or mines upon the said lands hereby demised, shall be afforded to the appraisers by the lessee, his executors, administrators, or assigns, under the penalty of forfeiting all right or claim to renewal, it being hereby expressly declared that if the lessee, his executors, administrators, or assigns, shall fail to give such information to the appraisers upon the said appraisement, or shall give untrue or inaccurate information with respect to the matters aforesaid, no renewal of the lease of the said lands or of any part thereof shall be granted to the lessee, his executors, administrators, or assigns: Provided also, and it is hereby further declared and agreed, that if the demise hereby made shall be terminated by forfeiture, or shall not be renewed after the expiration of the term hereby granted, the lessee, his executors, administrators, or assigns, shall be at liberty, within six months from the termination of this lease to remove or otherwise dispose of all machinery and movable improvements upon the lands hereby demised, and also all the minerals brought to the surface during the term of this lease.

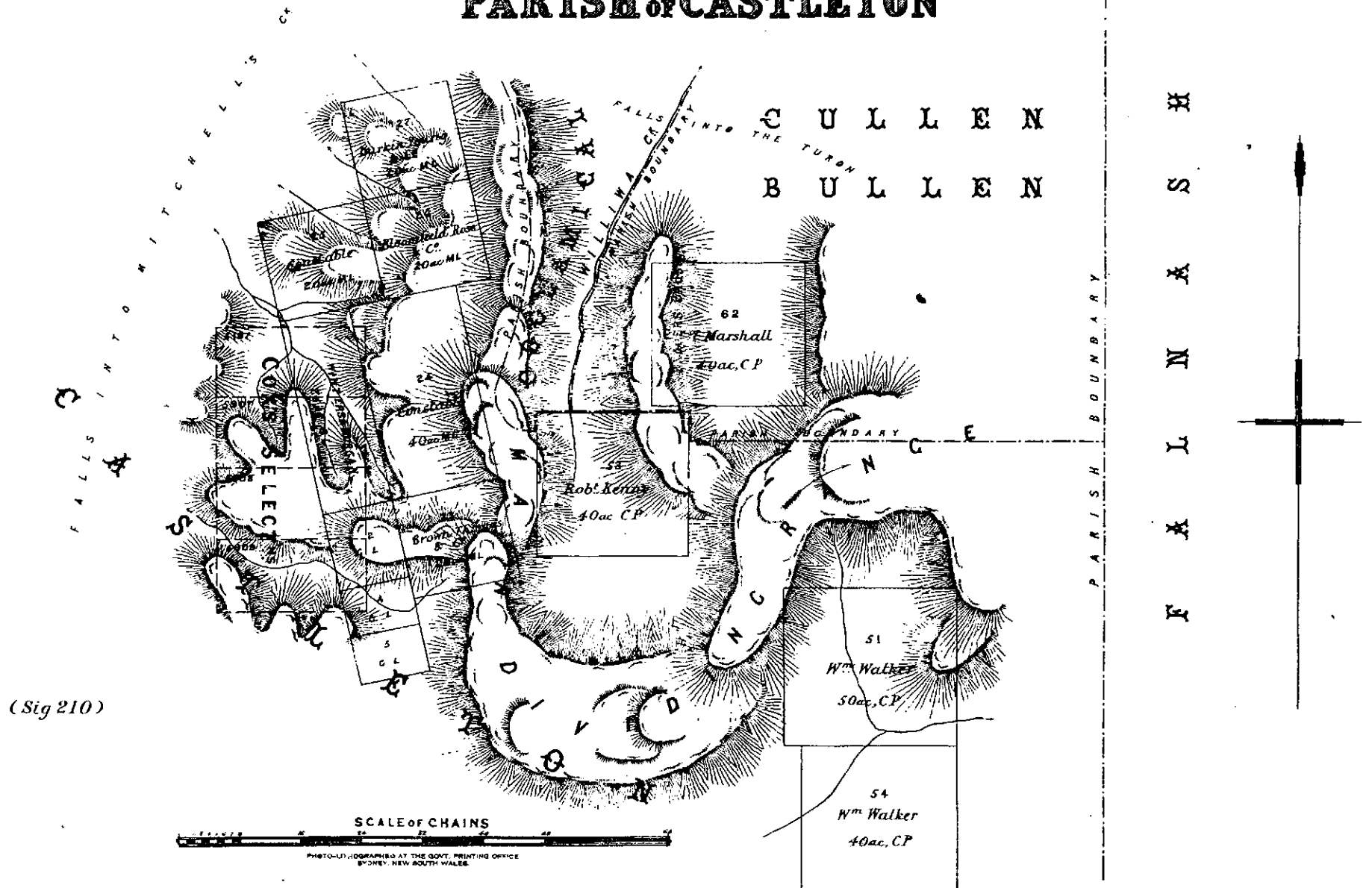
SCHEDULE

APPENDIX B

(To the Evidence of Mr. Peter Drummond
6th March 1878)

PLAN

Shewing exact position of
COX'S MINERAL SELECTIONS AT MITCHELL'S CREEK,
PARISH of CASTLETON



(Sig 210)



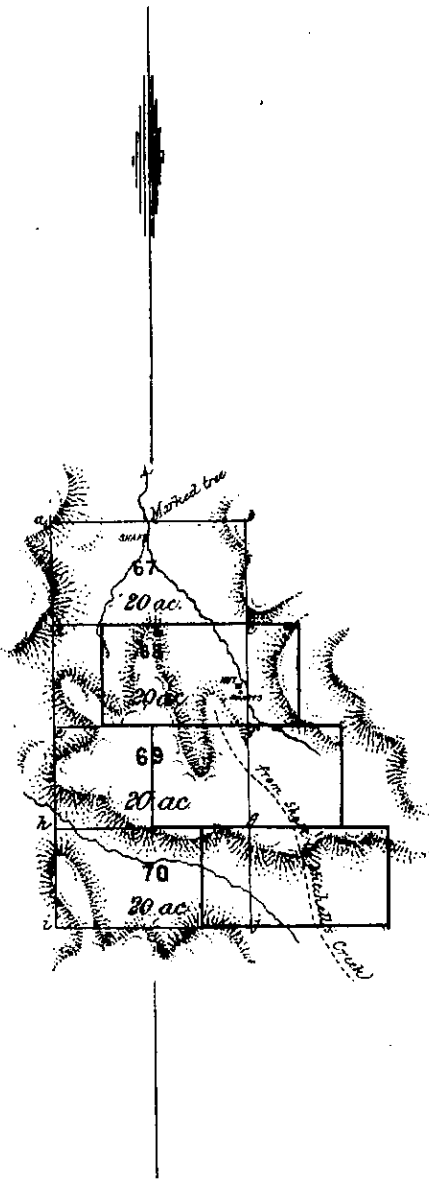
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[To the Evidence of Harrie Wood, Esq., 13 March, 1878.]

C 1.

PLAN of four portions, Nos. 67 to 70, in the parish of Castleton, county of Roxburgh, applied for by Thomas Cox, as Mineral Leases, under the 22nd clause of the Occupation Act.

Scale 20 chains to 1 inch.



REFERENCE TO CORNERS.

Corner.	Bearing.	From.	Links.	No. on tree.
a	385° 8'	Sty. bark.....	80	67
b	Stake.	No.....	tree	near
c	220° 54'	Apple.....	25	67-68
d	245° 19'	Sty. bark.....	27	67-68
e	254° 25'	".....	50	68-69
f	330° 33'	".....	24	68-69
g	57° 8'	Gum.....	34	69-70
h	290° 21'	".....	38	69-70
i	150° 30'	".....	80	70
j	128° 53'	Sty. bark.....	9	70

Andrew Menzies,
Licensed Surveyor,
5th December, 1872.

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

DISCOVERY OF GOLD.

(PETITION OF E. W. RUDDER.)

Ordered by the Legislative Assembly to be printed, 22 March, 1878.

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

MAY IT PLEASE YOUR HONORABLE HOUSE,—

Your Petitioner begs permission to ask your favourable consideration of the following statement:—

The fact that Mr. E. H. Hargraves and Messrs. Tom and Lister were recognized and rewarded by the State for the part they took in the gold discovery of 1851, the particulars of which it is not your Petitioner's intention to bring under the notice of your Honorable House, beyond the part he took in it, and which, though known to the public, and as he respectfully submits, were of equal importance with those of Mr. Hargraves, and of more than those of Messrs. Tom and Lister, were lost sight of or ignored—an act which your Petitioner deeming to be partial and unjust, induced him to publish, and address to your Honorable House, in the year 1861, a narrative of his connection with that event, in the humble hope that some Member of the Legislature would, from the manifest justice of such a step, bring before it his claims, with a view to their recognition. Had Mr. Hargraves' services never been recognized, your Petitioner would have had no cause for complaint, but being so—together with those of his assistants—he respectfully submits his being passed over was not just. The late renewed vote of additional compensation to Mr. Hargraves has kindled a deep sense of wrong; he therefore ventures once more to obtrude on your notice, and earnestly ask of your Honorable House to extend your sympathy to him by taking into your favourable consideration the following facts, to which he will allude as briefly as possible, additional particulars being easily obtained if deemed desirable: In the year 1850 your Petitioner went to California, where he joined the late Simpson Davidson, Esquire, author of a work entitled "Gold Deposits in Australia," and Mr. E. H. Hargraves, with each of whom he made separate as well as joint journeys of discovery and investigation. To these gentlemen he repeatedly expressed his conviction that from what he had observed of the geology of that country, and from that which he knew of New South Wales, "that if it existed in the one country it must in the other." Mr. Davidson in his work (p. 49-50) says, "Mr. Rudder and I had a good deal of controversy on abstract geology in connection with gold, and, to his calling my attention to the doctrine of gold dissemination in granite, do I especially owe much subsequent observation which I made to satisfy myself of the relation of the precious metal to rocks of granitic character." Of these observations Mr. Hargraves had often the benefit. To these gentlemen your Petitioner expressed his intention to investigate the subject on his return to this Colony. He made two journeys from San Francisco to the Gold Fields, and on his return from the first, which was with Mr. Davidson, one of his first acts was to write to New South Wales, which he did May 4th, 1850. The greater part of his letter was published in the *Herald* of Monday, July 22nd, 1850. He begs to call particular attention to the date of this letter, because that in it he described the nature of gold digging or mining so clearly that any person in this Colony who had heard of the Rev. W. B. Clarke's, Mr. Smith's, or Mr. M'Gregor's discovery of matrix gold, could have proceeded at once and discovered alluvial gold in the Bathurst District. This was more than twelve months before the meeting at Ophir, on the 13th May, 1851, between Mr. Hargraves and Mr. Stutchbury, on the part of the Government, took place. Prior to leaving California, your Petitioner invited Mr. Hargraves' attention to the fact, and his intention to search for gold in this Colony, leaving it optional with Mr. Hargraves to join in it should he feel so disposed. Your Petitioner's plans were, under the dispensation of an all-wise God, frustrated; he was shipwrecked, and after great privation and suffering, traversing a tempestuous ocean for 900 miles in an open boat, was safely landed at Port Macquarie in a state of great exhaustion, and the loss of everything but that about his person. On the 22nd of February, 1851, a second letter of your Petitioner's, headed "California," appeared in the *Morning Herald*, being forty-two days previous to the announcement of the gold discovery, only ten days after the actual discovery by Mr. Hargraves, at Guyong, and four after the arrival of the first five specks in Sydney, and their submission to his inspection. This letter contained so minute a description of the process familiarly termed prospecting, that any person possessed of common sense might have developed the golden treasures of New South Wales with as much success as Mr. Hargraves, and thus your Petitioner actually paved the way for the events of the following month of May, when the rush to Ophir took place, by placing at the disposal of miners instructions how to proceed in their work in a simple and intelligent form. On the 25th of March, 1851, your Petitioner delivered a lecture in the School of Arts, Sydney, on California, very flattering notices of which appeared in both the *Herald* and *Empire* papers of the 26th.

Your Honorable House will thus perceive that he brought the subject of gold-mining fully before the Colonial public. Your Petitioner begs most respectfully to call your especial attention to the following fact:—A letter announcing the "gold discovery," dated the 2nd of April, and which appeared in the *Herald* of the 4th of April, 1851, in which it was stated "A Gold Field has been discovered extending over a tract of country of above 300 miles in length," was written by your Petitioner and was the result of his own geological deductions. When subsequent events are taken into consideration, your Petitioner feels justified in considering this letter the most important ever published in this Colony. At this critical period of his history the discoverer of gold consulted him as a friend and confidant, and it was only at your Petitioner's urgent request he obtained a reluctant consent to make known the discovery to the public, and by so doing turned the scale in Mr. Hargraves' favour. Your Petitioner was made acquainted with all that transpired. The first five specks of gold were placed in his hands, inspiring him with hope, when the discoverer himself deemed, to use his own words, "the speculation would be a bad one"; your Petitioner aided him by encouragement, with advice, and assistance at this critical period as far as was within his power. At the lecture alluded to, your Petitioner exhibited diagrams of the most approved gold-washing machine, then used by Californian miners, and fully explained the method of using it; he also gave instruction to the workman who made the first machine ever put together in Australia, and personally inspected the second, which was made at Bathurst on the 14th of May, 1851, and publicly exhibited for the general benefit, and was, he believes, the first ever worked on the Gold Fields of Australia. Your Petitioner erected the first tent ever put up on the Gold Fields of New South Wales, which was on the 17th May, 1851. On the 22nd of June, J. Hardy, Esq., the first Gold Commissioner, arrived at Ophir, and almost immediately called, with Essington King, Esq., to obtain such information as from his experience he could supply for his guidance in the prosecution of his new and important duties, when he unhesitatingly placed at that gentleman's disposal all the information he possessed. Upon the information so obtained Mr. Hardy acted with marked success, and order and peace prevailed where disorder and confusion had previously reigned supreme. Your Petitioner drew up, when at Mr. Tom's, senior, of Guyong, on the 14th and 15th of May, 1851, and transmitted to the Honorable the Colonial Secretary a synopsis of regulations for the government of the gold fields, at a time when all was confusion and disorder. This your Petitioner subsequently discovered was purposely intercepted and suppressed from motives of jealousy or interest and thus never reached its destination. The late Thos. Icely, Esq., and Mr. Tom, if living, could have proved the existence of this document, having heard it read, and approved of it. At this time your Petitioner instructed many in the proper process of gold-washing, not a few washing away all the fine gold and preserving only the coarse. In June his attention was directed to the dissemination of gold in quartz, and the result of his investigation was published in the *Herald* of July 13. On the 31st July he transmitted specimens of amalgamated gold for the information of the Government. On this and on all occasions he made known his views and discoveries unreservedly public. On the 18th July, 1851, he drew attention to the waste of gold and the best means of prevention, through the medium of the *Bathurst Free Press*. The first announcement of gold discovery in England was made by your Petitioner, and was alluded to in the *Empire* of Dec. 9, 1851. Your Petitioner was the cause of Mr. E. H. Hargraves going to California, where he met that gentleman according to previous understanding, though after some delay, on the 11th of March, 1850. Finally, during the period intervening between the discovery of gold, in 1851, and the date of this Petition, your Petitioner has endeavoured, as far as his limited means would permit, to advance the best interest of his adopted country; in proof of this, at the risk of being deemed egotistical, he would remark, that he has received a diploma of merit from Paris, signed by Prince Napoleon Bonaparte, A.D. 1855. One certificate of admission as an exhibitor to the London International Exhibition, A.D. 1871, signed by His B.H. the Prince of Wales; one gold and one silver medal, in acknowledgment of his services from New South Wales, A.D. 1867 and 1868; one silver medal for exhibits, New South Wales, 1862; one bronze and one gilt medal, from London, A.D. 1862 and 1873; one bronze medal from Paris, A.D. 1869; and one bronze medal from Philadelphia, A.D. 1876; and, as a mark of approbation of my efforts, the Government of this Colony published and issued 2,000 copies of your Petitioner's geological map of the Macleay district. Beyond these honorary distinctions, your Petitioner has derived no pecuniary advantage, but has expended much time and personal labour.

Nearly all he has thus had the honor to bring under the notice of your Honorable House can be supported by documentary evidence, and what has not can be sustained by witnesses. Much has been omitted which has been laid before the public in the works of the Rev. W. B. Clarke, Messrs. Davidson and Hargraves, having reference to your Petitioner in connection with the gold discovery. Your Petitioner respectfully ventures to state, and he hopes shown to the satisfaction of your Honorable House, that to him more than any other person living is Australia indebted, directly and indirectly, to the discovery of gold and its development in the year 1851. Apologising for trespassing so largely on your time and patience, your Petitioner appeals to the justice of your Honorable House, confidently leaving his case in your hands, praying your impartial and favourable consideration of this Petition.

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

E. W. RUDDER.

East Kempsey, March 16, 1878.

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

SAN FRANCISCO MAIL SERVICE.

(PAPERS RELATING TO THE PAYMENT OF £10,000 UNDER THE BOND IN RE HALL AND FORBES' CONTRACT.)

Ordered by the Legislative Assembly to be printed, 13 February, 1878.

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SAN FRANCISCO MAIL SERVICE.

No. 1.

Statement of case.

COMPROMISE with Mr. Cunningham *in re* Messrs. Hall and Forbes' default in regard to their San Francisco Mail contract.

THIS matter was considered at a telegraphic conference held on the 29th January, 1876, between Sir Julius Vogel and the Honorable John Robertson and the Honorable J. F. Burns. The following extract from the proceedings in relation to that Conference will show how the matter of the proposed compromise with Mr. Cunningham then stood:—

COMPROMISE WITH CUNNINGHAM.

Telegram from Sir Julius Vogel.

"I THINK Cunningham can influence Forbes, and I would try and compromise with both at once, giving them both a discharge for £15,000—half cash—half bills, endorsed by Russell & Co., Shanghai."

Answer.

"THE only offer we have is from R. Towns & Co., as follows:—'The offer which we (R. Towns & Co.) now make is that, on behalf of Mr. E. Cunningham, we pay the sum of £5,000 sterling for a release from both the New South Wales and New Zealand Governments of the penalty bonds in connection with those contracts—a release to all parties concerned.'"

From Sir Julius Vogel.

"I HAVE seen the letters, and I suggest to tell Towns, without prejudice, we will take what I have said and refuse offer he has made."

Answer.

"WE adopt your suggestion, and will act upon it."

["MEMO.—I have seen the original telegram in reference to this matter. I believe we said something about any compromise being subject to the approval of Parliament, but this does not appear.—J.F.B., 9/2/76."]

"THE letter written to R. Towns & Co., almost immediately after the telegraphic communication, sets out what I understood to have been what was said. Letter herewith.—JOHN R."

"The Principal Under Secretary to Messrs. R. Towns & Co.

"Gentlemen,

Colonial Secretary's Office, Sydney, 1 February, 1876.

"In reply to your letter of the 29th of January, in which you refer to your proposition of the 28th of October last, as to a compromise of the claims which the Governments of New South Wales and New Zealand have upon Mr. Edward Cunningham and other parties to the late San Francisco mail contracts, I am directed by the Colonial Secretary to inform you that the Government of New Zealand has communicated to him, through Sir Julius Vogel, its willingness to accept the sum of £15,000 (£7,500 in cash, and £7,500 by bills bearing the indorsement of Messieurs Russell and Company, of Shanghai), in complete satisfaction of the claims above mentioned.

"2. I am desired to inform you further that with this proposition the Government of New South Wales concurs, the concurrence being subject to the approval of Parliament; and I am to add that this offer is made without prejudice.

I have, &c.,

HENRY HALLORAN."]

On the 24th February, 1876, Messrs. R. Towns & Co. declined to assent to the proposed compromise of £15,000, but offered £8,000 to £10,000 to settle the matter.

After consultation had taken place between this Colony and New Zealand, the following telegram was sent on the 10th March, 1876, to the Agent General for New South Wales by the Colonial Secretary, viz.:—

"See Mackrell. We are offered £10,000, final settlement all claims against all parties concerned with regard Forbes, Cunningham, Hall contract. We favourable. New Zealand will concur."

At this stage there appears to have been some misunderstanding of the position of the matter between the New Zealand Government and its legal representative in London (Mr. Mackrell), for Sir J. Vogel telegraphed to the Colonial Secretary of N. S. Wales on the 24th March, 1876, as follows:—

"*Re* Cunningham, your telegram overlooked that object telegraphing Mackrell was to ask his advice—better commence afresh. Shall I telegraph following:—Two Governments want your advice; shall they accept £10,000 offered by Cunningham or try for more?"

After a lengthy correspondence in which Cunningham's offer became complicated with an item of £500 for costs, and with the prospect of obtaining something more than the £10,000 out of the estate of the other surety (Mr. de Bussche) Messrs. Towns and Co. on the 5th January, 1877, wrote to say that Cunningham's offer of £10,000 was to cover the release of *all* parties to the contracts, and that any recovery the Governments may have made from the estate of Mr. de Bussche will be in reduction of the £10,000 offered by Mr. Cunningham.

The substance of Messrs. Towns and Cos. letter was communicated to New Zealand on the 13th February and a reply thereto dated 16th February was received as follows:—

"If you agree we are willing to give up de Bussche's dividend, provided an immediate cash settlement is made—not otherwise suggest you press Cunningham and not be delayed by further negotiations."

On the 28th February, 1877, the Agents General for N. S. Wales and N. Zealand addressed the Colonial Secretary as follows:—

"Necessary

NOTE.—This matter was not included in the particulars of the Conference of the 29th January, 1876, which were laid before Parliament and ordered by the Legislative Assembly to be printed on the 9th Aug., 1876.

NOTE.—Sir J. Vogel was of opinion that if Lawyer advised acceptance of offer the Governments would be justified in accepting it without waiting for sanction of Parliament.

"Necessary determine if actions against Cunningham and Forbes are to be continued. Confer with New Zealand and telegraph us instructions immediately."
 The Colonial Secretary of N. S. W. on the 5th March telegraphed Mr. Forster as follows:—
 "Offer of £10,000 will be accepted subject approval of Parliament."
 Mr. Forster and Sir. J. Vogel in reply to this, stated by telegram on the 7th March that—
 "Telegram sixth (qy. 5th) received instruct definitely whether pending approval Parliament and before actual receipt of money actions are or are not to be continued."
 On the 21st March, 1877, the Colonial Secretary telegraphed the following reply to the above:—
 "Re Cunningham—can only be done when the Assembly has approved—Ministry sent in resignation—Parkes sent for."

In view of all the circumstances of the case and of the fact that law expenses are going on, I recommend that the amount of £10,000 be at once accepted in settlement of the claim upon the sureties of Messrs. Hall and Forbes, and that this should be done without waiting for the approval of Parliament.

If the Cabinet concur in this opinion, I would suggest that the following telegram be sent to the New Zealand Government, viz. :—

"Referring to your telegram, 16th February last, concerning compromise with Cunningham, we find our predecessors telegraphed to Agent General as follows, on 5th March:—'Offer of £10,000 will be accepted subject to approval of Parliament.' To this Agent General replied, asking to be instructed definitely whether pending approval of Parliament, and before actual receipt of money, actions are or are not to be discontinued. Mr. Robertson replied, 'Can only be done when the Assembly has approved.' We now propose to telegraph to Agent General that we are willing to accept the £10,000 without waiting for the approval of Parliament, and to instruct him to receive the money as soon as possible, and to stay further proceedings. Please say if you concur in this; if so, I suggest that you similarly instruct your Agent General."

SAUL SAMUEL, 10/4/77.

Appd.—H.P., for Cabinet.—12/4/77.

I forward herewith a telegram which I shall be glad if the Colonial Secretary will send to New Zealand, as arranged in Cabinet, and cause the papers to be returned to this department.—S.S., 16/4/77.

The Principal Under Secretary, B.C., 16/4/77.—S.H.L. Telegram 18/4/77. The Secretary to the Post Office, B.C., 18/4/77.—H.H.

No. 2.

Telegram from Postmaster General, Wellington, New Zealand, to Colonial Secretary, Sydney.

19 April, 1877.

WE agree to your proposed telegram to Agent General. It will be sufficient for our Agent General if you say in telegram that we concur.

The telegram should now be sent to England; but if Mr. Samuel is accessible he had better be informed.—H.P., 20/4/77.

The Secretary to the Post Office, B.C., 21/4/77.—H.H. Submitted.—JAS. D., 23/4/77.

Forward to the Colonial Secretary the attached draft of telegram to Agent General.—S.S., 23/4/77.

The Principal Under Secretary.—Please return papers.—JAS. D., for Secretary, B.C., 23/4/77.

Copy of telegram herewith, the Secretary to the Post Office, B.C., 23/4/77.—H.H.

No. 3.

Telegram from Colonial Secretary, Sydney, to Agent General, London.

23 April, 1877.

Re Cunningham.—Accept offer, ten thousand. Obtain money as soon as possible, and stay further proceedings. New Zealand Government concurs.

No. 4.

The Postmaster General, Sydney, to The Postmaster General, Wellington, New Zealand.

General Post Office, Sydney, 24 April, 1877.

Sir,

With reference to your telegram addressed to the Honorable the Colonial Secretary, Sydney, dated the 19th instant, respecting the compromise with Mr. Cunningham, on account of Messrs. Hall and Forbes' default in regard to their San Francisco Mail Contract, I have to inform you that a telegram was sent yesterday to the Agent General for this Colony, as follows:—

"Re Cunningham.—Accept offer, ten thousand. Obtain money as soon as possible, and stay proceedings. New Zealand Government concurs."

I have, &c.,
SAUL SAMUEL.

No. 5.

The Postmaster General, Wellington, New Zealand, to The Postmaster General, Sydney.

Sir,

General Post Office, Wellington, 16 May, 1877.

I have the honor to acknowledge the receipt of your communication, quoted in the margin, embodying copy of a telegram which was sent on the 23rd ultimo to the Agent General for your Colony respecting the compromise with Mr. Cunningham, on account of Messrs. Hall and Forbes's default in regard to their San Francisco Mail contract, intimating on behalf of both Governments the acceptance of Mr. Cunningham's offer, on the understanding that immediate payment should be made, and requesting that further legal proceedings in the matter should be stayed.

I have, &c.,

GEO. McLEAN.

Seen.—S.S., 7/6/77.

No. 6.

Telegram from Agents General, London, to Colonial Secretary, Sydney.

21 May, 1877.

CUNNINGHAM settled; let each Postmaster General execute immediately power of attorney to Agent General of his colony, authorizing execution of full release to Forbes and Cunningham and assignment to them of claims on de Bussche. Advise when done. Advise New Zealand.

FORSTER — VOGEL.

No. 7.

Telegram from Colonial Secretary, Sydney, to Colonial Secretary, Wellington, New Zealand.

23 May, 1877.

I HAVE received following telegram from Forster and Vogel, dated 19th instant:—"Cunningham settled; let each Postmaster General execute immediately power of attorney to Agent General of his colony, authorizing execution of full release to Forbes and Cunningham, and assignment to them of claims on de Bussche. Advise when done. Advise New Zealand."

The Postmaster General.—H.P., 21/5/77. The Secretary to the Post Office, B.C., 28/5/77.—M.R.A., for the U.S.

The Crown Solicitor will please cause the power of attorney, asked for in the annexed telegram, to be prepared in time to send by the out-going mail on the 1st proximo.—S.S., 28/5/77.

Urgent. The Crown Solicitor, B.C., 29/5/77.—S.H.L.

No. 8.

The Crown Solicitor to The Secretary, General Post Office.

Sir,

Crown Solicitor's Office, Sydney, 31 May, 1877.

With reference to the instructions to prepare a power of attorney from the Postmaster General to the Agent General in London, authorizing execution by him of full release to Messrs. Forbes and Cunningham, and an assignment to them of claims on Mr. de Bussche, I have the honor to request that you will please inform me whether it is intended by this to authorize Mr. Forster to assign your interest in the two bonds given, one for the permanent and the other for the temporary mail contracts, with power to sue and take other proceedings under the said bonds, or whether it is merely intended that Mr. Forster should assign or hand over any moneys he may have received or may receive from Mr. de Bussche or his estate.

I have, &c.,

JOHN WILLIAMS,

Crown Solicitor.

It is intended to give Messrs. Cunningham and Forbes a complete release under the contracts and bonds upon payment of the sum of £10,000 to the Governments of New Zealand and this Colony, and to assign to them whatever dividends may be payable to these Governments from de Bussche's estate.—S.S., 31/5/77.

The Crown Solicitor, B.C., 2/6/77.—S.H.L. Received 2nd June, /77.—J.W.

No. 9.

Telegram from Postmaster General, Wellington, New Zealand, to Colonial Secretary, Sydney.

4 June, 1877.

CUNNINGHAM's compromise. Power of attorney forwarded Agent General by yesterday's mail.

The Secretary to the Post Office, B.C., 11/6/77.—H.H. Seen.—S.S., 12/6/77.

No. 10.

The Crown Solicitor to The Secretary, General Post Office.

Sir,

Crown Solicitor's Office, Sydney, 8 June, 1877.

I have the honor to forward a power of attorney from the Postmaster General to the Agent General in London, prepared in accordance with the instructions sent to me, and empowering Mr. Forster to execute a full release to Messrs. Forbes and Cunningham, and an assignment to them of claims on de Bussche's estate.

The

The power of attorney will have to be executed in the presence of a notary public, and if you will appoint a time for the execution of the document I will attend with a notary for that purpose.

I should mention that in several places in the power of attorney I have used the expression,—“Successors in office being Postmasters General.” I do not think there is any legal succession, as in the case of a corporation, but I have thought it advisable the words should be used where they appear, as I find they are used in the bonds recited which were prepared in London.

I have, &c.,

JOHN WILLIAMS,
Crown Solicitor.

Urgent. The Principal Under Secretary,—Power of attorney herewith, duly executed by the Postmaster General, who advises that it be sent to the Agent General by the out-going mail, and that Mr. Forster be informed by telegram of its transmission.—B.C., 8/6/77.—S.H.L. Letter urgent.

No. 11.

Telegram from Colonial Secretary, Sydney, to Agent General, London.

9 June, 1877.

Power of attorney forwarded to-day. New Zealand's sent on 3rd instant.

No. 12.

The Colonial Secretary, Sydney, to The Agent General, London.

Sir,

Colonial Secretary's Office, Sydney, 9 June, 1877.

With reference to the telegram sent to me by yourself and Sir Julius Vogel, on the 19th of last month, I have now the honor to transmit to you the power of attorney, which has been executed by the Postmaster General, empowering you to act in the matter of the compromise with Messrs. Forbes and Cunningham, and the assignment of claims on de Bussche's estate in connection with the original San Francisco mail contract.

I have, &c.,

For the Colonial Secretary,
HENRY HALLORAN.

No. 13.

The Crown Solicitor to The Secretary, General Post Office.

Sir,

Crown Solicitor's Office, Sydney, 28 June, 1877.

I have the honor, referring to my interview with the Postmaster General, respecting the power of attorney to the Agent General in the matter of the San Francisco Mail Contract to state that as the power of attorney already sent to Mr. Forster recites the agreement for the settlement of the claim upon the Contractors and sureties here having been made by Sir Julius Vogel as Postmaster General of New Zealand, and Mr. Samuel as Postmaster General of this Colony, when it is thought that at the time of the making of the agreement for settlement, Sir Julius Vogel was not in fact Postmaster General but the Agent General of New Zealand, I have had another copy of the form made, in which the agreement is not stated to have been made with Sir Julius Vogel as Postmaster General, and now forward same herewith.

It is desirable that this form should be forwarded by the out-going mail, and if you will favour me with an appointment I will attend with a notary to attest the execution of the power.

I have, &c.,

JOHN WILLIAMS,
Crown Solicitor.

The Colonial Secretary, who will perhaps cause the power of attorney herewith to be forwarded to the Agent General by the out-going mail.—S.S., 28/6/77. The Principal Under Secretary, B.C., 29/6/77.—S.H.L. Urgent.

No. 14.

Telegram from Colonial Secretary, Sydney, to Agent General, London.

29 June, 1877.

Power of attorney in place of one sent 9th, forwarded to-day.

No. 15.

The Colonial Secretary, Sydney, to The Agent General, London.

Sir,

Colonial Secretary's Office, Sydney, 29 June, 1877.

With reference to my letter of the 9th instant, forwarding a power of attorney, executed by the Postmaster General, empowering you to act in the matters of compromise with Messieurs. Forbes and Cunningham, and the assignment of claims on de Bussche's estate, in connexion with the original San Francisco mail contract, I have now the honor to transmit to you, at Mr. Samuel's desire, a fresh power of attorney, which he has executed to the same intent, the terms being amended in a certain point, as explained in the letter, of which a copy is enclosed from the Crown Solicitor.

I have, &c.,

HENRY PARKES.

The Secretary to the Post Office, B.C., 30/6/77.—H.H. Seen.—S.S., 30/7/77.

No. 16.

No. 16.

The Agent General, London, to The Colonial Secretary, Sydney.

Sir, 28 June, 1877.

In continuation of my despatch, No. 223/77, of the 31st ultimo, respecting the proposed composition under the old Postal Contracts, by payment from Mr. Cunningham of £10,000, I have the honor to enclose copy of further correspondence on this subject.

The release is now being engrossed for execution.

I have, &c.,
WILLIAM FORSTER.

[Enclosure 1 to No. 16.]

Extract from Telegram, dated Sydney, 9 June, 1877, received 11 June, 1877.

"Power of attorney forwarded to-day, New Zealand sent on 3rd instant." * * * * *

[Enclosure 2 to No. 16.]

Captain Jopp to The Agent General for New Zealand.

Sir, 3, Westminster Chambers, Victoria-street, 11 June, 1877.

I have the honor to enclose herewith, for your information, a copy of a telegram dated Sydney, 9th instant, and received by Mr. Forster this morning from the Chief Secretary of New South Wales, respecting the powers of attorney required to be executed in connection with the compromise of the old mail actions.

I have, &c.,
A. A. JOPP,
Capt., R.E., Secy.

[Enclosure 3 to No. 16.]

Captain Jopp to Messrs. Peachey and Lloyd.

Gentlemen, 3, Westminster Chambers, Victoria-street, 11 June, 1877.

Mr. Forster has to-day received the following telegram, dated Sydney, 9th instant, from the Chief Secretary of New South Wales:—

"Power of attorney executed to-day. New Zealand sent on 3rd instant."

A copy of this telegram has been sent to the Agent General for New Zealand.

As Messrs. Mackrell and Co. have conducted the correspondence with New York in this matter, you might now, if you see no objection, arrange with them, subject to any instructions which they may receive from the Agent General for New Zealand, that the draft of the release be at once prepared by them, and handed to you for examination and submission to Mr. Forster before its final engrossment for execution.

Yours, &c.,
A. A. JOPP,
Capt., R.E., Secy.

[Enclosure 4 to No. 16.]

Messrs. Peachey and Lloyd to Captain Jopp.

Old Postal Contracts—Samuel and another v. Hall and others.

Dear Sir, 8, Frederick's-place, Old Jewry, E.C., 11 June, 1877.

We beg to acknowledge the receipt of your letter of this date, informing us of the telegram received by Mr. Forster as to the execution of the power of attorney. We will send the draft release for Mr. Forster's perusal as soon as we receive it from Messrs. Mackrell & Co. with whom we have already arranged for its preparation.

Yours, &c.,
PEACHEY & LLOYD.

[Enclosure 5 to No. 16.]

Messrs. Peachey and Lloyd to Mr. Forster.

Old Postal Contracts—Samuel and another v. Hall and others.

Dear Sir, 8, Frederick's-place, Old Jewry, E.C., 14 June, 1877.

Herewith we send you this draft release and assignment, and we shall be glad to be favoured with any observations you may have to make upon it. We have looked through the draft, and it appears to us to be framed in accordance with the arrangements which have been communicated to you.

We are, &c.,
PEACHEY & LLOYD.

[Enclosure 6 to No. 16.]

Messrs. Peachey and Lloyd to Mr. Forster.

Old Postal Contracts—Samuel and another v. Hall and others.

Dear Sir, 8, Frederick's-place, Old Jewry, 15 June, 1877.

When you return us the draft forwarded to you yesterday we shall feel obliged if you will say whether we are right in believing the Hon. Saul Samuel to be the present Postmaster General.

We are, &c.,
PEACHEY & LLOYD.

[Enclosure 7 to No. 16.]

Captain Jopp to Messrs. Peachey and Lloyd.

Gentlemen, 3, Westminster Chambers, Victoria-street, 18 June, 1877.

I now return you the draft release and assignment in the Mail compromise matter, which has been read by Mr. Forster.

You are right in naming the Honorable Saul Samuel, C.M.G., as the present Postmaster General.

Yours, &c.,
A. A. JOPP,
Capt. R.E., Secy.

The Secretary to the Post Office, B.C., H.H., 29/8/77. Submitted.—S.H.L., 31/8/77. Seen.—J.D., 3/9/77.

7

No. 17.

The Agent General, London, to The Colonial Secretary, Sydney.

Sir,

3, Westminster Chambers, 6 July, 1877.

In continuation of my despatch, No. 253/77, of the 28th ultimo, respecting the proposed composition under the old Postal contracts by payment from Mr. Cunningham of £10,000, I have the honor to acknowledge the receipt, on the 2nd instant, of your following telegram, dated 29th ultimo:—
 “Power of attorney in place of one sent 9th forwarded to-day.” * * * * *

I have, &c.,
 WILLIAM FORSTER.

No. 18.

Telegram from Agent General, London, to Colonial Secretary, Sydney.

28 August, 1877.

BEFORE payment Cunningham requires cablegram from Postmaster General as follows:—“I confirm the settlement made with Cunningham, and authorize execution of release.”

Prepare telegram accordingly for Postmaster General's signature.—S.H.L., 25/9/77.

No. 19.

Telegram from Postmaster General, Wellington, New Zealand, to Postmaster General, Sydney.

11 September, 1877.

ON what date did you send Agent General power of attorney *re* Cunningham's compromise? It had not reached London July 26.

No. 20.

Telegram from Postmaster General, Sydney, to Postmaster General, Wellington, New Zealand.

12 September, 1877.

ON 29th June power of attorney was sent from Sydney.

No. 21.

Telegram from Postmaster General, Sydney, to Agent General, London.

25 September, 1877.

I CONFIRM the settlement made with Cunningham, and authorize execution of release.

No. 22.

The Agent General, London, to The Colonial Secretary, Sydney.

Sir,

3, Westminster Chambers, London, 31 August, 1877.

In continuation of my despatch S260/77 of the 6th ultimo, respecting the proposed composition under the old Postal Contracts by payment from Mr. Cunningham of £10,000, I have now the honor to enclose copy of correspondence in explanation of the following telegram which I sent to you on the 28th instant:—

“Before payment Cunningham requires cablegram from Postmaster General as follows:—I confirm the settlement made with Cunningham, and authorize execution of release.”

I have, &c.,
 WILLIAM FORSTER.

[Enclosure 1 to No. 22.]

The Agent General for New South Wales to Messrs. Peachey and Lloyd.

Gentlemen,

3, Westminster Chambers, S.W., 16 August, 1877.

With reference to Captain Jopp's letter of the 2nd ult., I now enclose herewith the power of attorney received yesterday, executed by the Postmaster General of New South Wales, empowering me to act in the matter of the compromise with Messrs. Forbes and Cunningham, and the assignment of claims on de Bussche's estate, in connection with the original Mail contract. Will you be good enough to take the necessary steps in the matter, and advise me with reference thereto.

I am, &c.,
 WILLIAM FORSTER.

[Enclosure 2 to No. 22.]

Messrs. Peachey and Lloyd to The Agent General for New South Wales.

Old Postal Contracts.

Dear Sir,

8, Frederick's-place, Old Jewry, London, E.C., 17 August, 1877.

We beg to acknowledge the receipt of your letter of yesterday's date, and enclose power of attorney which, shall have immediate attention.

We have observed from the public newspapers that there has recently been a change of Government in Sydney. Will you kindly say whether it also involved any change of Postmaster General, or if the Hon. S. Samuel still holds that office?

Yours faithfully,
 PEACHEY & LLOYD.

[Enclosure

[Enclosure 3 to No. 22.]

The Agent General for New South Wales to Messrs. Peachey and Lloyd.
 Gentlemen, 3, Westminster Chambers, 20 August, 1877.
 In reply to yours of 17th inst., the change of Ministry in New South Wales has also involved the change of
 Postmaster General, Mr. Davies having succeeded Mr. Samuel.
 Yours, &c.,
 WILLIAM FORSTER.

[Enclosure 4 to No. 22.]

The Agent General for New South Wales to The Agent General for New Zealand.
 Sir, 3, Westminster Chambers, S.W., 21 August, 1877.
 In continuation of Capt. Jopp's letter of the 2nd instant, transmitting a copy of a telegram for your information,
 which I had received from the Chief Secretary of New South Wales, respecting the power of attorney required to be executed
 in connection with the compromise of the old Mail actions, I have now the honor to inform you that I received the power of
 attorney in question on the 15th instant, which I at once forwarded to Messrs. Peachey & Lloyd, the solicitors employed in this
 matter, with instructions that the necessary steps might be taken.
 I have, &c.,
 WILLIAM FORSTER,
 Agent General for New South Wales.

[Enclosure 5 to No. 22.]

The Agent General for New Zealand to The Agent General for New South Wales.
 Sir, 7, Westminster Chambers, S.W., 22 August, 1877.
 I have the honor to acknowledge the receipt of your letter of 21st instant, informing me that you have received the
 power of attorney required in connection with the compromise of the old Mail actions, and that you have forwarded it with
 instructions to your solicitors.
 I am glad to learn that the power of attorney has been received; the one from the New Zealand Government arrived
 some time since, but owing to the non-arrival of the power of attorney from New South Wales, nothing could be done, and
 there has therefore been a considerable delay in obtaining the money which Messrs. Baring hold on joint account of the two
 Governments.
 I have, &c.,
 JULIUS VOGEL,
 Agent General for New Zealand.

[Enclosure 6 to No. 22.]

Messrs. Peachey and Lloyd to The Agent General for New South Wales.
 Old Postal Contracts.
 Dear Sir, 8, Frederick-place, Old Jewry, London, E.C., 24 August, 1877.
 We called at your chambers to day in reference to a letter which Messrs. Mackrell & Co. received this morning from
 Messrs. Markby & Co. (Messrs. Baring's Sols.) from which it appears that Messrs. Markby & Co. require before completing to
 have an intimation of the concurrence of the present Postmaster General in the arrangements, authorizing the execution of
 the deed, and they suggest that you should obtain this by telegram.
 We send you copy of Messrs. Markby & Co's. letter on the other side, and Mr. Lloyd will call upon you on the subject
 on Monday next at 12 o'clock and for instructions.
 Yours, &c.,
 PEACHEY & LLOYD.

[Enclosure 7 to No. 22.]

Messrs. Markby, Tarry, & Stewart, to Messrs. Mackrell and Co.
 Postmasters' General of New South Wales and New Zealand, and Cunningham.
 Dear Sirs, 67, Coleman-street, E.C., 23 August, 1877.
 As we have notice that Mr. Saul Samuel in consequence of his retirement from office is no longer the proper person
 to execute the release and assignment in our client's favour, but that some one else under the change of Ministry now fills his
 position, we do not think that we should be justified in accepting the deed executed under a power of attorney from him,
 but we think that if the present Postmaster General were to telegraph to the Agent of the Colony here or to ourselves
 confirming the arrangement and authorizing the execution of the deed, it would be satisfactory, and a fresh power of attorney
 would be unnecessary. If you approve of this arrangement, we can concert with you the terms of the telegram to be sent to
 the Colony and of the reply required.
 We are, &c.,
 MARKBY, TARRY, & STEWART.

[Enclosure 8 to No. 22.]

Messrs. Peachey and Lloyd to The Agent General for New South Wales.
 Old Postal Contract.
 Dear Sir, 8, Frederick's-place, Old Jewry, London, E.C., 27 August, 1877.
 The terms of the telegram which it is proposed to ask you to despatch to Sydney as soon as possible are as
 follows:—
 "Before payment Cunningham requires cablegram from you as follows:—I confirm the settlement made with
 Cunningham, and authorize execution of release."
 Please note that the message is addressed to the Postmaster General.
 Yours, &c.,
 PEACHEY & LLOYD.

Minuted by Mr. Forster. Telegram may be sent accordingly, but addressed to the Chief Secretary, Sydney.—W.F.,
 23/8/77. Submitted, 13 October, 1877. The Postmaster General.—JOHN R., 30/10/77. The Secretary to the Post
 Office, B.C., 30/10/77.—H.H. Submitted.—S.H.L., 19/11/77. Seen.—J.D., 19/11/77.

No. 23.

Telegram from Agent General, London, to Colonial Secretary, Sydney.

20 November, 1877.

CUNNINGHAM compromise—5,000—New South Wales moiety paid Bank 7th.

The Secretary to the Post Office, B.C., 11/12/77.—H.H. Submitted.—JAS. D., for Secretary,
 20/12/77.

This matter should be noted by the Accountant in regard to the expenditure on account of the
 San Francisco Mail Service for the period affected.—JAS. D., for Secretary, 20/12/77.

Noted.—CHAS. N. Read.—J.F.B., 21/12/77.

No. 24.

No. 24.

The Principal Under Secretary to The Under Secretary for Finance and Trade.

Sir, Colonial Secretary's Office, Sydney, 4 January, 1878.

I am directed by the Colonial Secretary to transmit herewith, for the information of the Colonial Treasurer, a copy of a letter from the Agent General for the Colony, reporting that on the 7th November last he received from the solicitors of Mr. Edward Cunningham, and placed to the credit of the Government in the Bank of New South Wales, the sum of £5,000, being the moiety of £10,000 paid to the Governments of New South Wales and New Zealand, as a final settlement of all claims against all parties concerned in the legal actions in connection with the old San Francisco Mail contracts.

I have, &c.,
HENRY HALLORAN.

[Enclosure.]

Sir, London, 8, Westminster Chambers, Victoria, S.W., 15 November, 1877.

I have the honor to report that on the 7th instant I received from the solicitors of Mr. Edward Cunningham, and placed to the credit of the Government in the Bank of New South Wales, the sum of £5,000, being the moiety of £10,000 paid to the Government of New South Wales and New Zealand, as a final settlement of all claims against all parties concerned in the legal actions in connection with the old San Francisco Mail Contracts.

This settlement has been delayed since my receipt on the 4th October of the Postmaster General's telegram of the 26th September, confirming the action of his predecessor, in consequence of the recent change of Ministry in New Zealand, which led to Mr. Cunningham's solicitors raising objections to Sir Julius Vogel's powers on grounds similar to their previous objections to mine, as explained in my despatch No. 337/77 of the 31st August last, and which therefore rendered it necessary for Sir Julius Vogel to obtain a similar confirmation from the new Postmaster General of New Zealand.

I have, &c.,
WILLIAM FORSTER.

Seen.—H.E.C., 9/1/78. Accountant.—G.E., 9/1/78.

Forwarded for the information of the Postmaster General, and for notification that the amount will be credited to Consolidated Revenue Fund under the head of Miscellaneous Receipts, B.C., Treasury.—G.E. The Secretary, Post Office.

Accountant should see this with reference to action previously taken in this matter.—S.H.L., 12/1/78.
Seen and noted.—CHAS. N., 17/1/78.

No. 25.

The Secretary, General Post Office, Wellington, New Zealand, to The Secretary,
General Post Office, Sydney.

Sir, General Post Office, Wellington, 4 January, 1878.

I am directed to forward for your information a copy of a communication received by the last mail from the Agent General for New Zealand advising the settlement of the Cunningham compromise in the matter of the Postal Contract, and reporting the payment to him on account of this Colony of the sum of £5,000.

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

[Enclosure.]

Sir, 7, Westminster Chambers, London, S.W., 13 November, 1877.

I have the honor to acknowledge the receipt of the Honorable the Postmaster General's telegram of the 2nd instant (received the 6th instant), confirming the settlement made with Mr. Cunningham in regard to the Postal Contract, and authorizing the execution of the deed of release, and in reference thereto I have to inform you that I at once took steps to finally settle the matter, and that on the 7th instant I received from Mr. Cunningham the sum of £5,000, which amount I paid into the credit of the Public Account at the Bank of New Zealand.

I am glad therefore to be able to report the conclusion of a matter which has involved much troublesome negotiation and correspondence.

I have, &c.,
JULIUS VOGEL,
Agent General.

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

SAN FRANCISCO MAIL SERVICE.

(FURTHER PAPERS.)

Ordered by the Legislative Assembly to be printed, 14 February, 1878.

SCHEDULE.

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SAN FRANCISCO MAIL SERVICE.

No. 1.

Messrs. Foster & Thomson to The Postmaster General of New South Wales.

Dear Sir,

New York, 21 September, 1877.

We enclose herewith the deed or declaration forwarded to us by Messrs. John Mackrell & Co., of London, duly executed by the Pacific Mail Steamship Co., and their sureties.

We also enclose letter from Messrs. John Mackrell & Co. to you. The delay in the matter arose from the indifference of the officers of the Company to execute the document.

Yours, &c.,

FOSTER & THOMSON.

[Enclosure 1 in No. 1.]

John Mackrell & Co. to The Postmaster General, New South Wales.

Sir,

21, Cannon-street, London E.C., 7 June, 1877.

In accordance with instructions received from the Agent General for your Colony and from the Agent General for New Zealand, we have obtained, to be executed in duplicate by the Pacific Mail Steamship Company, and by their sureties, the necessary deed to enable you and the Postmaster General of New Zealand to vary during this current year, 1877, the route by which the mails have been contracted to be carried, by adopting a route from Sydney *via* Auckland to San Francisco and *vice versa*, and to vary the number of hours during which the mails are to be carried and the payments to be made for the same, and we send you one of the duplicates herewith.

Although this deed only applies to arrangements during this year, it will apply to and cover voyages commenced this year, but which will terminate in 1878.

Please acknowledge the receipt of the enclosed.

We have, &c.,

JOHN MACKRELL & Co.

[Enclosure 2 in No. 1.]

To all to whom these presents shall come: We, the Pacific Mail Steamship Company, of New York, in the United States of America, John Francis Ure, John Lennox Kincaid Jamieson, and William Pearce, of Glasgow, in Scotland, engineers and ship-builders, trading under the style or firm of John Elder & Co., and Donald Robert Macgregor, of Leith, in Scotland, ship-owner, and M.P.,—send, greeting:—Whereas by a bond or obligation, dated the 23rd day of July, 1875, and sealed with the common seal of us, the said Pacific Mail Steamship Company, and with the respective seals of us, the said John Francis Ure, John Lennox Kincaid Jamieson, William Pearce, and Donald Robert Macgregor, we, the said Pacific Mail Steamship Company, John Francis Ure, John Lennox Kincaid Jamieson, William Pearce, and Donald Robert Macgregor, acknowledged ourselves to be jointly and severally held and firmly bound to the Honorable John Fitzgerald Burns, the Postmaster General of the Colony of New South Wales, as such Postmaster General and acting for and on behalf of the Government of such Colony, and to the Honorable Sir Julius Vogel, a Knight Commander of the Most Distinguished Order of St. Michael and St. George, the Postmaster General of the Colony of New Zealand, as such Postmaster General, and acting for and on behalf of the Government of such Colony, in the sum of £25,000 of lawful money of the United Kingdom of Great Britain and Ireland, to be paid to the said John Fitzgerald Burns and Sir Julius Vogel and their successors in their respective offices of Postmaster General of the said Colony of New South Wales, and Postmaster General of the said Colony of New Zealand, which said bond or obligation, after reciting certain articles of agreement made and entered into on the 23rd day of July, 1875, between the said John Fitzgerald Burns, as Postmaster General of and acting for and on behalf of the Government of the said Colony of New South Wales, of the first part—the said Sir Julius Vogel, as Postmaster General of and acting for and on behalf of the Government of the said Colony of New Zealand, of the second part—and the above-bounden Pacific Mail Steamship Company, of the third part, relating to and providing for the conveyance by the said Pacific Mail Steamship Company during the period of eight years, to be computed from the 15th day of November, 1875, of Her Majesty's mails and all other mails of whatever country or place which the Postmasters General or either of them should at any time or from time to time require the said Pacific Mail Steamship Company to convey between Sydney and San Francisco, and between San Francisco and Sydney, and between New Zealand and San Francisco, and between San Francisco and New Zealand, and from and to all and every or any of these ports to and from the ports of Honolulu, in the Sandwich Islands, and Kandavau, in the Fiji Islands, according to the routes, within the respective times and in manner in the said articles of agreement provided, is subject to a certain condition thereunder written, by which it is declared that if in case the said Pacific Mail Steamship Company, while the whole or any part of the services of the said articles of agreement in the said bond or obligation recited, agreed to be performed or to be performed, shall not provide or in any case having provided they shall not keep seaworthy and in complete repair and readiness for the purpose of conveying for a period of eight years, to be computed from the 15th day of November, 1875, all Her Majesty's mails which and all other mails which the Postmaster General for the time-being of the Colony of New South Wales, and the Postmaster General for the time-being of the Colony of New Zealand, or either of them, shall at any time or from time to time require the said Pacific Mail Steamship Company to convey between Sydney and San Francisco, and between San Francisco and Sydney, and between New Zealand and San Francisco, and between San Francisco and New Zealand, and from and to all and every or any of those ports to and from the said ports of Honolulu and Kandavau, a sufficient number of and not less than five good substantial and efficient screw steam-vessels of the first-class, and fully equal to class 100 A1 Lloyd's register, and of not less gross registered tonnage than 2,500 tons each, constructed of iron and propelled by first-rate engines of adequate power for a minimum continuous speed of 11 nautical miles per hour, or in case any vessels shall be employed in the said service which shall not have been approved by the Postmasters General, or an officer or officers appointed by them for the purpose, or in case any vessel which on any such survey as mentioned in the said articles of agreement recited in the said bond or obligation shall have been disapproved of, or in which such deficiency or defect as in the said recited articles in the said bond or obligation mentioned shall have appeared shall be employed in the conveyance of mails before such defect or deficiency has been repaired or supplied to the satisfaction of the Postmaster General or officer requiring the same,—the said Pacific Mail Steamship Company, John Francis Ure, John Lennox Kincaid Jamieson, William Pearce, and Donald Robert Macgregor, or some or one of them, or the successors, executors, or administrators of some or one of them, do and shall in any or either of the said cases pay unto the Postmasters General of the said Colonies the sum of £25,000, as and for liquidated damages, then the said bond or obligation now in recital shall be void: And whereas, with the assent of us, the said John Francis Ure, John Lennox Kincaid Jamieson, William Pearce, and Donald Robert Macgregor, Her Majesty's and other mails have (for a portion of the said period of eight years, in the said condition of the said bond or obligation mentioned) been conveyed by the said Pacific Mail Steamship Company between the said Colonies of New South Wales and New Zealand and San Francisco, and between San Francisco and the said Colonies by other routes, and within other times, and at other rates of payment than those in the said articles of agreement mentioned: And whereas negotiations have been commenced and are still proceeding between the Postmasters General and the said Pacific Mail Steamship Company for a permanent alteration of the routes by which, the times within which, and the rates of payment at which Her Majesty's and other mails should according to the terms of the said articles of agreement be conveyed between the said Colonies and San Francisco, and between San Francisco and the said Colonies, and to enable a temporary arrangement or temporary arrangements to the like effect to be made, the said Company have requested permission from the present Postmasters General of the said Colonies respectively to continue to convey during the remainder of the present year and (but only as hereinafter mentioned) during the year 1878, Her Majesty's

Majesty's and other mails between the said Colonies and San Francisco, and between San Francisco and the said Colonies, by routes and within times and at rates of payment other than the routes, times, and rates of payment in the said articles of agreement mentioned, which permission the said Postmasters General are disposed to grant if we, the said John Francis Ure, John Lennox Kincaid Jamieson, William Pearce, and Donald Robert Macgregor will testify by executing these presents, our assent to the variations which have already been made, and to those which during the remainder of the present year, 1877, and (but only as hereinafter mentioned) during the year 1878, shall or may be made in pursuance of such temporary arrangement or arrangements from the routes, times, and rates of payment in the said articles of agreement mentioned: Now these presents witness that, notwithstanding that Her Majesty's and other mails which the Postmasters General of the said Colonies respectively, or either of them, have required or may require the said Pacific Mail Steamship Company to convey between the said Colonies and San Francisco, and between San Francisco and the said Colonies, have already, or may during the remainder of the present year, 1877, or during the year 1878 (but as regards the year 1878 in so far only as such mails shall be conveyed during the completion of any voyage or voyages commenced in the present year) be conveyed by routes and within times and at rates of payment other than those in the said articles of agreement mentioned, we, the Pacific Mail Steamship Company, John Francis Ure, John Lennox Kincaid Jamieson, William Pearce, and Donald Robert Macgregor, still are and will continue to be jointly and severally held and firmly bound in the said sum of £25,000 in the said bond or obligation mentioned in the same manner in all respects as we should be if such mails had been or should continue to be conveyed according to the routes within the times and at the rates of payment in the said articles of agreement mentioned; and we declare that if, during the remainder of the present year, or during the year 1878, while the said mails shall be conveyed during the completion of any voyage or voyages commenced in the present year, the mails shall be conveyed by routes other than those in the said articles of agreement mentioned, the said condition written under the said bond or obligation shall, if it be necessary so to do, be read and have the same force and effect as if during the period when the mails shall be conveyed by such other routes, the words in the said condition "between Sydney and San Francisco, and between San Francisco and Sydney, and between New Zealand and San Francisco, and between San Francisco and New Zealand, and from and to all and every or any of those ports to and from the said ports of Honolulu and Kandavau," were not contained therein, and as if the following words "between Sydney and San Francisco, by way of Auckland, or any port in New Zealand which may from time to time be appointed by the Postmasters General for the time being, or either of them, and assented to or adopted by the said Pacific Mail Steamship Company, and between San Francisco and Sydney, by way of Auckland, or any port in New Zealand which may be so appointed and assented to or adopted as last aforesaid," were inserted in lieu thereof: And we do further declare that if the negotiations hereinbefore mentioned shall be without result, and no agreement for a permanent alteration of the routes by which the times within which and the rates of payment at which the said mails should according to the terms of the said articles of agreement be conveyed shall be arrived at, the said bond or obligation shall, notwithstanding, remain in full force and effect, and the said condition thereunder written shall (after the said mails shall have ceased to be conveyed by routes other than those in the said articles of agreement mentioned) cease to be read as if certain words were not contained therein, and as if certain other words were inserted in lieu thereof, as hereinbefore provided for.

In witness whereof, the said Pacific Mail Steamship Company have hereunto caused their common seal to be affixed, and the said John Francis Ure, John Lennox Kincaid Jamieson, William Pearce, and Donald Robert Macgregor have hereunto set their hands and seals, the 25th day of May, 1877.

JOHN F. URE. (L.S.)
JOHN L. K. JAMIESON. (L.S.)
WM. PEARCE. (L.S.)

Signed, sealed, and delivered by the within-named John Francis Ure, John Lennox Kincaid Jamieson, and William Pearce, in the presence of JOHN MILNE, accountant with John Elder & Coy., Fairfield, Govan, Glasgow.

DONALD R. MACGREGOR. (L.S.)

Signed, sealed, and delivered by the within-named Donald Robert Macgregor, in the presence of JOHN MILNE, witness, accountant with John Elder & Co., Fairfield, Govan, Glasgow.

WM. P. CLYDE, (L.S.)
President.

Signed, sealed, and delivered by Wm. P. Clyde, President, in the presence of CHARLES S. HILL.

State of New York—County of New York—City of New York.

On this 20th day of September, 1877, before me personally came Wm. P. Clyde, President of the Pacific Mail Steamship Company, of the city of New York, with whom I am personally acquainted, and know to be the said officer of the Company aforesaid, who, being duly sworn, declared that he resided in the city of Brooklyn, State of New York; that he knew the corporate seal of the Company aforesaid; that the seal affixed to the above instrument was such seal affixed by order of the Board of Directors of the said Company; and that he signed his name thereunto by like authority.

CHARLES S. HILL, (L.S.)
Notary Public.

No. 2.

Minute of The Secretary, General Post Office.

SUBMITTED. The letter from Messrs. John Mackrell & Co. and the enclosures might be acknowledged, and the deed forwarded for the perusal of the Crown Solicitor. The document, it will be observed, only holds good until the end of the present year, or until the termination of any voyages entered upon during the present year, so that unless the permanent modification of the contract can shortly be settled by Parliament, it would seem desirable to take steps to have another deed executed to meet the continuation of the present temporary modification until such time as Parliament has dealt with the matter, and a new permanent contract has been executed. S.H.L., 13/11/77.

Approved.—J.D., 13/11/77.

No. 3.

The Secretary, General Post Office, to The Secretary, General Post Office, Wellington, New Zealand.

Sir,

Sydney, 13 November, 1877.

I have the honor to inform you that Messrs. John Mackrell & Co., of London, have forwarded to this department, through Messrs. Foster and Thomson, of New York, a deed or declaration which has been executed in duplicate by the Pacific Mail Steamship Company, and their sureties, for the purpose of legalizing the temporary modification of the San Francisco Mail Contract, as regards the route and the time to be taken for voyages during the current year, or for voyages commenced during the current year, and terminated in 1878.

I have to add, that the document has been referred to the Crown Law Officers of this Colony for examination.

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

No. 4.

The table seems satisfactory. Forward for the concurrence of New Zealand by telegram.—
J.D., 27/9/77.

No. 7.

Telegram from Postmaster General, Sydney, to Postmaster General, Wellington, New Zealand.

27 September, 1877.

In view of delay consequent on Ministerial changes, in obtaining Parliamentary sanction to modification of Pacific contract, I am of opinion that no further time should be lost in re-arranging the time-table so as to alternate better with Suez mail to give Contractors a little more time to Sydney in consideration of Auckland detour, and to insure mails reaching 'Frisco in time to catch a fast steamer at New York. We have sketched out a time-table providing for these requirements, a copy of which will go by the Mail on third October. The following is the principle of it. Leave Sydney say Thursday, December sixth, arrive London Monday, January twenty-first; leave London Thursday, January thirty-first, arrive Sydney Monday, March eighteenth; leave Sydney again Thursday, March twenty-eighth. These dates will enable you to form an opinion on the suitability of the table for New Zealand, and I shall be glad to hear from you at your earliest convenience. If you approve, I propose at once submitting it to Contractor's agents here, and if all parties agree it might be brought into operation as soon as possible, say first January.

No. 8.

The Postmaster General, Sydney, to The Postmaster General, Wellington, New Zealand.

Sir,

General Post Office, Sydney, 27 September, 1877.

Referring to my telegram to you of the 27th instant (copy of which is appended hereto*), I have the honor to forward for your information six printed copies of the time-table for the regulation of the San Francisco service which appears to this Department best calculated to meet all the circumstances that require to be considered in framing a time-table for this service.

On one of the printed tables herewith have been inserted in ink the dates of arrival and departure of the mail *via* Brindisi, with the view of showing the alternation of these dates (which have been calculated on the existing Peninsular and Oriental time-tables), with the proposed days of arrival and departure of the San Francisco mail. The table itself will best explain how far an alternation can be effected. I may, however, remark that as the mail *via* Brindisi, for some time past, has arrived at Melbourne considerably before the specified time, it may fairly be expected that it will continue to do so, in which case there will be a better alternation of days in this respect with the proposed San Francisco time-table.

Sir Daniel Cooper, in a letter dated 9 October, 1875, he addressed to the Colonial Secretary of this colony, remarks that "the steamers should arrive at San Francisco, on a Thursday, so that the mails can leave by the only through train at 7 o'clock on Friday morning, and so reach New York on the following Friday morning at 7 o'clock. In case of the steamer arriving a day late, or a day being lost on the railway, the Saturday (White Star) steamer would delay her departure below the bar of the river until the mail and passengers could be got on board." By fixing the day of departure from Sydney on Thursday, and allowing 28 days for the voyage to San Francisco, it is thought that this consideration will be met.

I suppose we may now calculate upon there being no objection on the part of the Imperial authorities to Thursday being fixed as the date of departure from London, and I think it is understood that that day is the one best suited to meet the interest of the colonies. The time between London and San Francisco has been calculated at 18 days and it is thought expedient to give the minimum time in the proposed table. In the case of the mail from London, it is essential that no time should be lost at San Francisco on arrival there of the mail from London, and there is a danger if more time than 18 days is allowed and fixed by schedule of time, that in case of mails occupying only the 18 days from London to San Francisco the mail packet might not be in readiness to proceed on with them until the later time mentioned in the schedule, and a day might be lost in this manner. Indeed, I am informed that this has occurred, at all events, on one occasion.

I do not think I need say more in explanation of the proposed time-table than to express a hope that you will give it your early attention and communicate to me as soon as possible whether it meets your approval.

It would, I think, be desirable to bring the new table into operation say in January next.

I have, &c.,

JOHN DAVIES,

Postmaster General.

[Enclosures—**vide* No. 7; *i.e.* Copy of proposed time-table, *vide* No. 6.]

No. 9.

Telegram from Postmaster General, Sydney, to Postmaster General, Wellington, New Zealand.

19 October, 1877.

Your kind attention is asked to my telegram and letter of twenty-seventh ultimo respecting modification of Pacific Mail Contract, and re-arrangement of time-table. Early reply will much oblige.

No. 10.

No. 10.

Telegram from Postmaster General, Wellington, New Zealand, to Postmaster General, Sydney.

20 October, 1877.

AMENDED time-table 'Frisco' Service—Pressure important business since coming into office has prevented my replying to your letter 27th ult. Will endeavour to give question attention early next week.

No. 11.

Telegram from Postmaster General, Wellington, New Zealand, to Postmaster General, Sydney.

17 November, 1877.

APPROVE of your proposed time-table, 'Frisco' service; will you please arrange with contractors' agents to have it brought into force from 1st January next? Am sending copy to Agent General by outgoing mail.

No. 12.

Telegram from Secretary, General Post Office, Wellington, New Zealand, to Secretary, General Post Office, Sydney.

21 November, 1877.

WILL 'Frisco' contractors adopt amended time-table from January next? Out of the question to dispatch next month's mail on date fixed by amended time-table. Suggest that altered dates be not adopted in London until January.

No. 13.

Telegram from Secretary, General Post Office, Sydney, to Secretary, General Post Office, Wellington (N.Z.).

22 November, 1877.

AMENDED 'Frisco' time-table agreed upon by Postmaster General, New South Wales, and New Zealand, to come into operation January next, was forwarded to Contractor's agents here, who don't object to it. Agree with you it would be inadvisable to despatch next month's mail according to new table. We propose to bring it into operation in January both as regards departures from Australia and England; that is, the mails to leave Sydney third January and London third January should be first to travel under new table. If you concur in this please reply and we will finally notify Contractor's agents here and advise Agent General in London by telegram. Presume you will do the same.

No. 14.

Telegram from Secretary, General Post Office, Wellington, New Zealand, to Secretary, General Post Office, Sydney.

23 November, 1877.

AMENDED 'Frisco' time-table to have effect from the third January. Please direct Contractors accordingly. Postmaster General will advise our Agent General.

No. 15.

The Secretary, General Post Office, to The Principal Under Secretary.

[Very urgent.]

Sir,

Sydney, 24 November, 1877.

I am directed to forward herewith a copy of a letter, dated the 27th September last, which Mr. Davies addressed to the Postmaster General of New Zealand, submitting an amended time-table for the regulation of the mail service between the Colonies and the United Kingdom by way of San Francisco, and I am to state that the amended table in question has now been approved of by the Postmasters General of this Colony and of New Zealand, and also concurred in by the Contractors' agents, Messrs. Gilchrist, Watt, & Co., to come into operation in January next.

It will not be necessary in this communication to point out the advantages of the new time-table, as these are fully detailed in the copy enclosed of the letter to the Postmaster General of New Zealand.

In order that sufficient time may be given in London to carry out the new time-table, I am to request that you will be good enough to move the Colonial Secretary to cause a telegram to be addressed to the Agent General in London, in terms of the enclosed draft; and it would be well, by the next outgoing mail, to send a supply of copies of the printed table, and a copy of the letter which was sent to New Zealand in regard to it, to the Agent General, so that he may be fully acquainted with the reasons that have led to the framing of this time-table.

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

[Enclosure No. 1 same as No. 8.—Enclosure No. 2 same as Enclosure 6 in No. 16.]

No. 16.

No. 16.

The Secretary, General Post Office, to The Crown Solicitor.

Sydney, 28 November, 1877.

[Urgent.]

Sir,

I am directed to inform you that the Postmasters General of this Colony and New Zealand have approved of a new time-table (copy enclosed), to come into operation on the 3rd January next, for the regulation of the Mail Service between Sydney and San Francisco by way of Auckland.

I am to refer you to my letter, dated the 13th instant, forwarding for your perusal a deed received from Messrs. John Mackrell & Co., of London, through Messrs. Foster & Thomson, of New York, which has been executed in duplicate by the Pacific Mail Company and their sureties, for the purpose of legalizing the temporary modification of the San Francisco Mail Contract, as regards the route and the time to be taken during the current year, or during voyages commenced during 1877, and terminated in 1878; and I am to point out that the new time-table in question is so framed as to continue on the deviation from the route, and the extra number of hours necessarily occupied in the performance of the voyages by way of Auckland.

I am also to enclose copies of correspondence that has taken place between Messrs. Gilchrist, Watt, & Company, and this department, as well as a copy of a telegram to the Agent General, London, in reference to this new time-table, and to request that you will be so good as to advise whether any other legal steps are necessary to be taken by this department in connection with this matter to notify the change to contractors, or to secure the liability of sureties.

I have, &c.,

S. H. LAMBTON.

[Enclosure 1 in No. 16.]

TIME-TABLE for the Mail Service between Great Britain, New Zealand, and New South Wales, by way of San Francisco. Approved by the Postmasters General of New South Wales and New Zealand, on 19th November, 1877.

HOMEWARD ROUTE.				OUTWARD ROUTE.			
Leave	Arrive at			Leave			Arrive at
Sydney.	Auckland.	San Francisco.	London.	London.	San Francisco.	Auckland.	Sydney.
Thursday.	Tuesday.	Thursday.	Monday.	Thursday.	* Monday.	Wednesday.	Monday.
.....
1878.	1878.	1878.	1878.	1878.	1878.	1878.	1878.
3 Jan.	8 Jan.	31 Jan.	18 Feb.	31 Jan.	21 Jan.	13 Feb.	18 Feb.
31 "	5 Feb.	28 Feb.	18 Mar.	28 Feb.	18 Feb.	13 Mar.	18 Mar.
28 Feb.	5 Mar.	28 Mar.	15 April	28 Mar.	18 Mar.	10 April	15 April
28 Mar.	2 April	25 April	13 May	28 Mar.	15 April	8 May	13 May
25 April	30 "	23 May	10 June	25 April	13 May	5 June	10 June
23 May	28 May	20 June	8 July	23 May	10 June	3 July	8 July
20 June	25 June	18 July	5 Aug.	20 June	8 July	31 "	5 Aug.
18 July	23 July	15 Aug.	2 Sept.	18 July	5 Aug.	28 Aug.	2 Sept.
15 Aug.	20 Aug.	12 Sept.	30 "	15 Aug.	2 Sept.	25 Sept.	30 "
12 Sept.	17 Sept.	10 Oct.	28 Oct.	12 Sept.	30 Sept.	23 Oct.	28 Oct.
10 Oct.	15 Oct.	7 Nov.	25 Nov.	10 Oct.	28 Oct.	20 Nov.	25 Nov.
7 Nov.	12 Nov.	5 Dec.	23 Dec.	7 Nov.	25 Nov.	18 Dec.	23 Dec.
5 Dec.	10 Dec.	1879.	1879.	5 Dec.	23 Dec.	1879.	1879.
		2 Jan.	20 Jan.	2 Jan.	20 Jan.	12 Feb.	17 Feb.
		1879.	1879.	30 Jan.	17 Feb.	12 Mar.	17 Mar.

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

[Enclosure 2 in No. 16.]

The Secretary, General Post Office, to Messrs. Gilchrist, Watt, & Co.

Gentlemen,

General Post Office, Sydney, 19 November, 1877.

I am directed to forward for your information a copy of a time-table for the regulation of the San Francisco Mail Service, prepared by this department and approved of by the Postmaster General of New Zealand, which has been framed to secure a satisfactory alternation with the Melbourne Suez Service, and especially to obviate the arrival at Sydney of the San Francisco mail on the same day or within a day or two of the arrival of the Suez mail, which has been found to be the case under the existing time-table.

I am to state that the Postmaster General would be glad to have an early expression of your views in regard to this time-table before it is finally issued, as the Postmaster General of New Zealand is desirous of adopting it from January next, and Mr. Davies would also like to secure its adoption from that date.

I have, &c.,

S. H. LAMBTON,

Secretary.

[Enclosure

[Enclosure 3 in No. 16.]

Messrs. Gilchrist, Watt, & Co., to The Postmaster General.

Sir, Sydney, 21 November, 1877.
We have the honor to acknowledge receipt of your letter dated 19th instant, enclosing copy of proposed time-table for Mail Service *via* San Francisco.

We shall be happy to carry out any time-table the Postmasters General see fit to agree upon.

In fixing day of departure from England, we hope it may be borne in mind to suit it to the sailing day of the fast Atlantic steamers.

We beg that early intimation may be given us of the adoption, as telegrams will have to be sent to San Francisco, New York, and London.

We have, &c.,

GILCHRIST, WATT, & CO.,

General Agents for the Contractors, San Francisco Mail Service.

[Enclosure 4 in No. 16.]

The Secretary, General Post Office, to Messrs. Gilchrist, Watt, & Co.

Gentlemen,

General Post Office, Sydney, 24 November, 1877.

Referring to your letter dated the 21st instant, in reply to mine of the 19th idem, I am directed to state that the enclosed time schedule has now been approved by the Postmasters General of this Colony and New Zealand, and to request that you will be good enough to take what action may be needful to give effect thereto in January next, *i.e.*, to commence with the departure of the packet from Sydney on the 3rd January, 1878, and from San Francisco about the 21st January, bringing on the mail of the 3rd January from London.

I shall be obliged by an acknowledgment hereof.

I have, &c.,

S. H. LAMBTON,

Secretary.

[Enclosure 5 in No. 16.]

Messrs. Gilchrist, Watt, & Co., to The Postmaster General, Sydney.

Sir,

Sydney, 27 November, 1877.
We have the honor to acknowledge receipt of your letter dated 24th instant, intimating that the Postmasters General had approved of the new time schedule for the San Francisco Mail Service, and in reply to state that we will use our best efforts towards carrying the same into effect at the time appointed.

We have, &c.,

GILCHRIST, WATT, & CO.,

General Agents for the Contractors, San Francisco Mail Service.

P.S.—We will write to San Francisco and New York by next outgoing mail, and telegraph when communication is restored. We presume that all the necessary directions regarding dispatch from London of the mails have been already sent forward.—G., W., & Co.

[Enclosure 6 in No. 16.]

Telegram from Colonial Secretary to Agent General, London, dated 26th November, 1877.

POSTMASTERS General New Zealand and New South Wales concur in new monthly time schedule, 'Frisco service, following basis:—Outward leave London, Thursday, January third; leave 'Frisco about twenty-first January; arrive Auckland February thirteenth; arrive Sydney eighteenth February. Leave Sydney third January; Auckland eighth January; arrive 'Frisco thirty-first January; London eighteenth February. Immediately give Contractors and Post Offices, London, Washington, 'Frisco, formal notice of this change. Reply.

No. 17:

The Secretary, General Post Office, Sydney, to The Secretary, General Post Office, Zealand.

Sir,

Sydney, 30 November, 1877.

I have the honor to enclose herewith, for the information of the Postmaster General of New Zealand, copies of correspondence which has passed between this department and Messrs. Gilchrist, Watt, & Co., agents for the Contractors for the Pacific Mail Service, in reference to the new time schedule, as also a copy of a communication addressed to the Crown Solicitor on the same subject.

I have, &c.,

S. H. LAMBTON,

Secretary.

[Enclosures—*vide* No. 16 and its enclosures.]

No. 18.

The Crown Solicitor to The Secretary, General Post Office.

Sir,

Crown Solicitor's Office, Sydney, 4 December, 1877.

I have the honor to acknowledge the receipt of your letter of date 23rd November, with a copy of the time-table for the San Francisco Mail route for the year 1878, which on 19th November was forwarded to Messrs. Gilchrist, Watt, & Co., as the agents for the Pacific Mail Steamship Company, with copies of the correspondence between Messrs. Gilchrist, Watt, & Co. and your department, as well as a copy of a telegram to the Agent General, London, in reference to the new time-table, and requesting me to advise whether any other legal steps are necessary to be taken by your department in connection with the matter to notify the change to contractors, or to secure the liability of sureties.

In

In your letter you state that the new time-table for 1878 is so framed as to continue on the deviation from the route and the extra number of hours necessarily occupied in the performance of the voyage by way of Auckland; that is, I presume, the same deviation from the route in the original agreement which is mentioned in the declaration under seal by the Company and the sureties for the due performance of the contract, bearing date 25th May, 1877.

That declaration refers solely to the alteration with respect to the route, and as to time and the rates of payment for the voyages made during, or commenced to be made during, the year 1877, and does not extend to voyages *commenced* in 1878. The words of the declaration are, "as regards the year one thousand eight hundred and seventy-eight in so far *only* as such mails shall be conveyed during the completion of any voyage or voyages commenced in the present year"; and by it the Company and the sureties declare that the alteration made in the service for the year 1877 shall not in any way discharge them from their liability under the agreement and bond respectively, but it in no way authorizes the deviation from the terms of the articles of agreement for the year 1878, which you state you have made by the time-table for 1878.

All returned
herewith.

The only steps I can suggest that can be now taken is at once to telegraph to the Agent General, and request him to obtain from the Company and the sureties a declaration as to the deviation from the contract for the year 1878, similar to that given for the present year.

I know of no steps your department can take here to render the change from agreement binding upon the Company and their sureties, and I suppose the contract cannot be carried out for 1878 by the voyage being performed in exact accordance with the terms of the agreement, which it would appear from the wording of the declaration before referred to was the intention of the Company and the sureties.

I assume that Messrs. Watt & Company are merely the agents of the Company to carry out the agreement entered into, and that they are not authorized to consent to any alteration in the terms of the agreement; and that there is no one in this Colony authorized to act on behalf of the sureties in consenting to their liability being continued, although the agreement in respect of which they became sureties has been departed from.

I have, &c.,

JOHN WILLIAMS,
Crown Solicitor.

No. 19.

SUBMITTED. Draft telegram herewith, which the Colonial Secretary might be asked to transmit to the Agent General, London.—S.H.L., 5/12/77.

DRAFT Telegram to The Agent General, London.

OBTAIN from Pacific Mail Company and sureties declaration as to deviation from Contract for next year similar to that for present year.

Approved.—The Declaration and Time-table may be laid before Parliament.—J.D., 5/12/77.

No. 20.

The Secretary, General Post Office, to The Principal Under Secretary.

Sir,

Sydney, 6 December, 1877.

I am directed to enclose a draft of telegram which, on the advice of the Crown Solicitor, it is deemed necessary to send to the Agent General in London in reference to obtaining a further declaration from the contractors and sureties in the Pacific Mail Service covering deviations from the contract for the year 1878, and to request that you will be good enough to move the Colonial Secretary to cause the same to be sent to Mr. Forster in due course.

I have, &c.,

S. H. LAMBTON.

[Enclosure, Draft Telegram, *vide* No. 19.]

Prepare telegram, 6/12/77. Telegram, 6/12/77. The Secretary to Post Office.—B.C., 6/12/77, H.H. Read.—S.H.L., 10/12/77.

No. 21.

Telegram from Colonial Secretary, Sydney, to Colonial Secretary, New Zealand.

7 December, 1877.

I HAVE received the following telegram from Foster and Vogel, dated 19th ultimo:—"Remember Mail Company's sureties only bound for altered service during this year. Inform New Zealand."

No. 22.

Telegram from Colonial Secretary, New Zealand, to Colonial Secretary, Sydney.

20 December, 1877.

Re your telegram of 8th [qy. 7th]. On 29th ultimo following sent Agent General by telegram:—"Frisco service contractors and sureties should renew bond expiring December." If you consider joint action desirable, please telegraph Agents General on behalf of both Governments.

The Postmaster General.—M.F., B.C., 21/12. The Secretary to the Post Office, B.C.—H.H., 21/12/77

Submitted.—The Agent General N.S.W. was requested, on the 6th ultimo, to "obtain from the Pacific Mail Company and sureties declaration as to deviation from contract for next year, similar to that for present year."—JAS. D., for Secretary, 31/12/77.

No. 23.

Telegram from Agents General, New South Wales and New Zealand, London, to Colonial Secretary, Sydney.

17 December, 1877.

MACKRELL instructed obtain consent contractors and sureties to deviation from contract, without which he advises cannot give notice of new time-table. We strongly advise announce Tuesday date arrival London—very rarely mails delivered Monday. Constant failure would discredit service. Inform New Zealand. Reply promptly.

Telegram sent to Colonial Secretary, Wellington, 20 Dec., 1877.
The Postmaster General, 20/12.—M.F.
The Secretary, B.C., 20/12/77.—H.H.

No. 24.

Minute of The Postmaster General.

It does not occur to me that any advantage is gained by making Tuesday instead of Monday the day of arrival of the San Francisco mail at London. On the contrary, I am of opinion that if Monday were recognised as the day of arrival, the contractors and others would have greater inducement to make good time; and in order that the San Francisco Mail Service may be as valuable to the Colony as possible, every exertion should be made to secure the conveyance of the mails as quickly as possible.

However, if there be any such local reason for announcing Tuesday instead of Monday as that indicated by the Agents General, I do not think any serious harm can follow the adoption of their suggestion.

The Colonial Secretary may be requested to send a telegram to the following effect:—"To the Agent General, London—You may fix either Monday or Tuesday as day arrival London. First mail leaves Sydney 3rd January next."

Before moving the Colonial Secretary, we had better telegraph to New Zealand for its concurrence in what we are doing. J.F.B., 21/12/77.

Telegram from Postmaster General, Sydney, to Postmaster General, Wellington, New Zealand, 21st December, 1877.

REFERENCE to telegram Agents General 17th instant, I propose sending following reply—"You may fix either Monday or Tuesday as day arrival London. First mail leaves Sydney third January." Do you concur? Reply immediately.

No. 25.

Telegram from Colonial Secretary, Wellington, New Zealand, to Colonial Secretary, Sydney.

21 December, 1877.

AGENTS GENERAL telegram received, time-table prepared by your Post Office. That Office no doubt satisfied mails could be delivered London, Tuesday, with regularity. Do you advise Tuesday be adhered to? I consider time allowed reasonable; but at same time recognise there is considerable force in Agents General objection. Time-table now public, and if alteration must be made, should be made at once.

Postmaster General, 22/12.—M.F. The Secretary, Post Office, B.C., 22/12/77.—H.H.
Urgent.

No. 26.

Telegram from Postmaster General, Wellington, New Zealand, to Postmaster General, Sydney.

22 December, 1877.

PLEASE see telegram sent Colonial Secretary yesterday. Instead of your proposed reply, would suggest that Agents General be authorized to fix Tuesday as day of arrival, London. This would obviate uncertainty and delay. If you agree, please instruct Agents General. Kindly reply to-day.

Minute of Postmaster General on above.

Under the circumstances the telegram may be modified to "Fix Tuesday as day of arrival, London. First mail leaves Sydney 3rd January next."—J.F.B., 22/12/77.

No. 27.

The Secretary, General Post Office, to The Principal Under Secretary.

Sir, General Post Office, Sydney, 22 December, 1877.

I am directed to inform you that, after consultation with the Postmaster General, Wellington, it has been decided to agree to a modification—suggested by the respective Agents General of New South Wales and New Zealand—of the proposed San Francisco Time Schedule, as regards the day of arrival of the mail at London.

I am therefore to request, with the concurrence of the Postmaster General of Wellington, that you will be so good as to cause the Agents General to be informed of this decision, and enclose a draft telegram which would serve this purpose.

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

[Enclosure.]

[Enclosure.]

Telegram for transmission to Agents General, London.

"Fix Tuesday as day of arrival London. First mail leaves Sydney third January next."

No. 28.

Telegram from Postmaster General, Sydney, to Postmaster General, Wellington,
New Zealand.

22 December, 1877.

AGENTS GENERAL have to-day been authorized to fix Tuesday as day of arrival London.

No. 29.

Telegram from Agents General, New South Wales and New Zealand.

London, 10 January, 1878.

SURETIES signed documents renewing Deed 1877 for 1878. We hand it Company for signature, with notice of time table. We understand you do not wish us more any [*qy.*, do any more] agreement with Company. Inform New Zealand.

Telegram sent to New Zealand, 14th January, 1878.

The Postmaster General.—M.F., 14/1/78.

The Secretary, Post Office.—H.H., B.C., 14/1/78.

Read.—J.F.B., 15/1/78.

1877-8.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

MAIL ROUTE BETWEEN WEST MAITLAND, PATERSON,
AND DUNGOG.
(PAPERS RESPECTING.)

Ordered by the Legislative Assembly to be printed, 13 March, 1878.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 30th January, 1878, That there be laid upon the Table of this House,—

“Copies of all Letters, Petitions, Reports, and Minutes having reference
“to the proposed change of Mail Route between West Maitland, Paterson,
“and Dungog, *via* Belmore Bridge.”

(*Mr. H. H. Brown.*)

SCHEDULE.

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MAIL ROUTE BETWEEN WEST MAITLAND, PATERSON, AND DUNGOG.

No. 1.

H. H. Brown, Esq., M.P., to The Postmaster General.

21, Exchange, Sydney,
26 July, 1877.

Sir,

I beg to make the following suggestion for your favourable consideration, viz.:—"That the mail coach conveying the mails to Paterson from Maitland should, on and after the 1st January, 1878, run direct from *West Maitland* over Belmore Bridge, instead of going *via* East Maitland and Largs, and thence on to Paterson. This is by far the *nearest* and most *direct* route, and would be a great convenience to the travelling public, and save much delay. The mail would then arrive at Paterson much *earlier*, and a mail on horseback would suffice to convey the mail bags to Largs and Woodville; the latter place, as at present, has a horse mail from Largs. The course suggested would be a step in the right direction for direct communication between *Maitland*, Paterson, and *Dungog*, when the bridge over the Paterson River is completed, and thus avoid the Dungog mail going the long round *via* Clarence Town and thence to Dungog. This latter proposal I shall bring more fully under your notice on some future occasion.

The present alteration would not incur much additional expense, and I hope my request will be carefully considered and complied with.

I have, &c.,

H. H. BROWN.

I do not think it is advisable to make the alteration applied for in the run of the mail to the Paterson. If this alteration were made it would be still necessary to start from East Maitland; the distance by the Belmore Bridge to Paterson is very little shorter than by the present line, and the number of people left without postal communication would be great.—G.De.M., 23/8/77.

Prepare returns of the postal business and the *revenue* at Largs and Paterson respectively.—S.H.L. 30/8/77.

Largs.

No. of letters posted weekly	...	...	...	...	...	133
No. of mails received and despatched weekly	...	...	...	...	...	42
Night attendances...	...	...	...	...	...	Nil.
Revenue	...	...	...	...	...	£26 12s.

Paterson.

No. of letters posted weekly	...	...	...	...	...	186
No. of mails received and despatched weekly	...	...	...	...	...	54
Night attendances...	...	...	...	...	...	Nil.
Revenue	...	...	...	...	...	£103 11s.

A.J.A., 30/8/77.

Submitted. I scarcely think that a case is made out for changing existing arrangements. If the Paterson mails were to go from *West Maitland via* Belmore Bridge, Largs would have to be supplied by a separate line, which would entail extra cost.

It may perhaps be said that the Paterson people are entitled to a voice in the matter of which route they are to get their mails by, and if any good reason were shown in favour of the alteration asked for I think it should be granted.

But the only *postal* reason urged is that they (the Paterson residents) will receive their mails much earlier if sent from *West Maitland via* Belmore Bridge. This however is a mistake, as the official reports show that the mails would not reach Paterson fifteen minutes earlier than they do at present, whilst one inconvenience resulting from proposed alteration would be that correspondence passing between Largs, Woodville, &c., and the Paterson district, would be delayed for one day.—S.H.L., 30/8/77.

Approved. H. H. Brown, M.P., to be informed.—J.D., 31/8/77.

In order to enable this matter to be further considered, if necessary or desirable, it will be as well to take the next year's contract subject to three months' notice of termination. Mr. H. H. Brown to be informed accordingly.—J.D., 4/9/77

No. 2.

The Secretary to the Post Office to H. H. Brown, Esq., M.P.

General Post Office, Sydney,
30 July, 1877.

Sir,

I am directed to acknowledge the receipt of your letter, dated the 26th instant, suggesting that the mails be conveyed to Paterson, after the 1st January next, *via* Belmore Bridge, instead of as at present *via* East Maitland and Largs; and that Largs and Woodville be supplied with a horseback mail from East Maitland.

In reply thereto, I am to inform you that the usual inquiries are being made in the matter, the result of which will be duly communicated to you.

I have, &c.,

S. H. LAMBTON,
Secretary.

No. 3.

3

No. 3.

References to Postmasters at East and West Maitland, Largs, Paterson, and Woodville, and their replies.

Sydney, 30 July, 1877.

APPLICATION has been made for the mails to be conveyed to Paterson, after the 1st January next, *via* Belmore Bridge, instead of, as at present, *via* East Maitland and Largs, and to supply Largs and Woodville with a horseback mail from the East Maitland office.

Be good enough to report your opinion in the matter.

S. H. LAMBTON,
Secretary.

I QUITE agree with the application in reference to route of mails being from West instead of East Maitland, as being shorter, more direct, and can be done in less time. I think also a horse mail would answer all purposes for Largs and Woodville.

E. DOUST,
P.M., Paterson.

3/1/77.

Sir,

West Maitland, 2 August, 1877.

I beg to state, the mails conveyed to Paterson *via* Belmore Bridge will arrive hardly 15 (fifteen) minutes earlier than by present route. I do not think the change necessary.

ELIZA B. DALY,
Postmistress.

Sir,

Post Office, Largs, 4 August, 1877.

I have the honor to acknowledge the receipt of your communication of July 30th, No. 77/6021, having reference to the mail coach running *via* Belmore Bridge instead of the present route.

I am of an opinion that should the mail coach be placed on that line of road it would be a great loss to this thickly populated district, and if placed on the West Maitland road, will serve but few persons in comparison with the present line, as there is no township through which it would pass; also, the communication between Paterson, Largs, and Woodville, would be materially interrupted, *viz.*—A letter posted at this office for the Paterson at 9.30. a.m., could be replied to and the answer received by 2.30 p.m. the same day. Should the alteration be made, it would take three days to accomplish the same.

I would suggest that the mail coach should be kept on the present line of road, as it would serve the inhabitants of Bolwarra, Largs, Woodville, Iona, and Dunmore, and would put the public to a great inconvenience if taken off this line of route.

I have, &c.,
H. G. ROBERTS,
Postmaster.

Sir,

East Maitland, 11 August.

I cannot see that any benefit would result from the alteration mentioned in communication B. 77/6021. The Paterson mail could not be despatched from West Maitland till a later hour than at present, and there would be no gain effected in distance. Under the existing arrangement Paterson letters are invariably in time for the evening delivery in West and East Maitland, Morpeth, Woodville, and Largs, but in the event of such a change being made, they could not be delivered in East Maitland, Morpeth, Woodville, and Largs, till the day after despatch, and correspondence from the last two places to Paterson would require to be posted a day earlier than at present.

I am, &c.,
R. P. BROWNE,
Postmaster.

Sir,

Woodville, 20 August, 1877.

I have the honor to acknowledge the receipt of your communication of July 30th, No. 77-6021, having reference to the mail running *via* Belmore Bridge instead of the present route. I am of opinion that the present route is the best, as far as benefit to the general public is concerned, as it is a great convenience to a great number of the inhabitants of the surrounding district. Should the line be changed, it would be a great loss to this thickly populated district.

I am, &c.,
J. WYNN,
Postmaster.

No. 4.

The Secretary to the Post Office to H. H. Brown, Esq., M.P.

Sir,

General Post Office, Sydney, 5 September, 1877.

Adverting to my letter of the 30th July last, I am directed to inform you that the proposal contained in your communication of the 26th idem having received careful consideration, it is not thought necessary to make any alteration in the mail arrangements between Maitland and Paterson, as if the Paterson mails were to be transmitted from West Maitland, *via* Belmore Bridge, Largs would have to be served by a separate line, which would entail extra cost.

It would appear that the statement to the effect that the residents of Paterson would get their mails, if the proposed change was effected, much earlier, is not borne out by the official reports, as the correspondence would not reach Paterson fifteen minutes earlier than it does at present, whilst an inconvenience would be created by the mails passing between Largs, Woodville, &c., and the Paterson District being delayed for a day; I am however to add that, in order to enable this matter to be further considered, should such a course be necessary or desirable, it has been decided to take the contract for next year subject to three months' notice of termination.

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

No. 5.

No. 5.

Mr. James Mackey to The Postmaster General.

Sir, Largs, Dunmore, *viâ* East Maitland, 3 August, 1877.
I beg to inform you that it is the intention of the inhabitants of this town and neighbourhood to call a public meeting respecting the intended removal of the mail coach off the line of road from East Maitland to Paterson.

I am, &c.,

JAMES MACKEY,
Largs, Dunmore.

Mr. James Mackey to The Postmaster General.

Sir, Largs, Dunmore, *viâ* East Maitland, 3 August, 1877.
I am informed that an application has been made to the Postmaster General for to remove the mail coach from the line of road from East Maitland to the Paterson, and to place this mail coach on the line of road from West Maitland, *viâ* Belmore Bridge, to the Paterson, on the 1st January 1878. If such will take place, it will be a great inconvenience and injustice to the people of East Maitland, Largs, Dunmore, Woodville, Iona, Cooley Camp, and the surrounding neighbourhood, which I will clearly show you.

It is over eighteen years since a mail coach commenced running from East Maitland to the Paterson, *viâ* Largs. The different pursuits in this neighbourhood during the above-mentioned period has steadily increased to a considerable extent.

The town of Largs is a private town, the same as West Maitland, and was surveyed and sold about twenty-eight years ago by the late Andrew Lang. There is four churches in Largs, and service is held every Sunday in each of them—one Church of England, built of stone; one Presbyterian Church, built of brick; one Wesleyan Church, built of timber; one Christian Israelist Church, built of timber.

There is a large Public School, built of brick, and three teachers in attendance, with an average number of scholars 100.

There is a Roman Catholic School, and one teacher in attendance, with an average number of scholars 50.

There is a School of Arts, built of timber, and there is tenders to be called for immediately for to build a large brick building for a School of Arts at Largs.

There is four stores, and two large brick-built public-houses, which has been opened and licensed for the last twenty years, and several other trades and callings.

The population of the town of Largs is about 300, and within two miles of this town the population is over 450.

There is a first-class constable stationed at Largs, and a member of the police force has been stationed in the town of Largs for the last twenty years; and there is only two constables stationed at the Paterson town, and three constables at East Maitland.

There is a post office at Largs, and has been for the last nineteen years at least.

The direct and shortest route from the Paterson to East Maitland, Newcastle, and Sydney, is through the town of Largs, Dunmore.

Now, I do think that I have shown sufficient reasons for not removing the mail coach off the line of road from East Maitland to the Paterson, *viâ* Largs, Dunmore.

I may also point out to you that there is only ten houses on the line of road from Belmore Bridge to the Paterson town; the rest is a bush.

I may also state that I came to Largs on the 16th January, 1864, and I know fully ever since the requirements of this place, and what I now state in this letter is correct and cannot be contradicted in any way.

Trusting that the Postmaster General will not remove the mail coach off the line of road from East Maitland to Paterson, *viâ* Largs.—

I am, &c.

JAMES MACKEY,
Largs, Dunmore.

No. 6.

Petition from Inhabitants of Largs to The Postmaster General.

Sir, Largs, 22 August, 1877.
This humble petition of the inhabitants of Largs, Dunmore, Phœnix Park, Bolwarra, and the district generally, most respectfully sheweth—

That your petitioners having learned that an application has been made to the Honorable Postmaster General to have the mail coach removed from its present course, *viz.* : *Viâ* Largs to Paterson and proceed *viâ* Belmore Bridge, do humbly request that it be still continued on the present line.

That your petitioners are convinced that any alteration in the present route would materially affect the interests of the district, besides incurring an additional expense.

We herewith forward lists signed by four hundred and ninety-six (496) inhabitants of the aforesaid places.

Signed on behalf of the petitioners,—

ROBT. GRAHAM.
JAMES MACKEY.
HENRY JENKINS.
JOHN HODGES.

James Mackey, Largs
Henry Jenkins, do.
John Alex. M'Phee, do.
W. A. Unicomb, Goulburn
Grove
Robt. Graham, Dunmore
William Allan, Dunmore
George Roberts, Largs

Richd. Eves, East Maitland
John Hoban, Dunmore
Timothy Ryan, do.
John White, do.
Robert Bolt, do.
Robt. Bolt, junr., do.
George Blieford, do.
Abraham Golby, senr., do.

William Golby, do.
John Baldock, do.
John Baldock, junr., do.
John Vitler, junr., Largs
George Waller, do.
Abraham A. Unicomb, Dun-
more
Frederick Unicomb, do.

James

- James Ryan, junr., Dunmore
 James Ryan, senr., do.
 Patrick M Briarty
 David Jarvis, Phoenix Park
 John Campbell, do.
 Patrick Campbell, do.
 Josep. Campbell, do.
 James Campbell, do.
 Patrick Toole, do.
 Patrick Grace, do.
 Daniel Maher, do.
 Patrick Tobin, do.
 John Campbell, junr., Poenix
 Park
 Thomas Gunning, do.
 Denis M'Phillamy, do.
 Thomas Woods, do.
 William Harris, do.
 John Aitchison, do.
 James Harris, do.
 Thomas Green, Largs
 John Vitler, do.
 Alfred Bokers, Phoenix Park
 John Hamilton, do.
 Thomas Boyd, do.
 William Beattie, do.
 J. C. Beattie, do.
 Thomas Meagher, do.
 Dennis Hickey, do.
 Michael Hickey, do.
 O. E. Middleton, J.P., do.
 Andrew Dickson, do.
 Jeremiah Ryan, do.
 John Johnston, do.
 George Stephens, do.
 T. O'Donnell, do.
 T. O'Donnell, junr., do.
 Emanuel Jas. Makin, do.
 James Gleeson, do.
 William Gesen, do.
 Dennis Maher, do.
 James Jarvis, do.
 James Tole, do.
 William Taylor, do.
 John Guilfoyle, do.
 Daniel Rilfoycck, do.
 John Fowler, do.
 George Hodges, do.
 Joseph Wirchin, Dunmore
 Charles White, do.
 Malcolm M'Rae, do.
 Daniel Grant, do.
 Thomas M'Cormack, do.
 Thomas Grant, do.
 Thomas Nowlan, do.
 John Maher, junr., do.
 James Prince, do.
 Thomas Prince, do.
 Alex. M'Rae, do.
 Alex. M'Rae, do.
 D. H. Hume, do.
 Henry Stace, do.
 John Blufnay, Largs
 James Leake, do.
 Charles Gillespie, do.
 R. White, do.
 John White, do.
 W. Weingardner, Dunmore
 John Brady, do.
 Henry Brady, do.
 James Coyne, W. Maitland
 John Spooner, Dunmore
 John Mitchell, J.P., do.
 J. M'Kenzie, do.
 John Davie, do.
 R. Barnes, do.
 James Couchman, do.
 John Tegget, do.
 James Tegget, do.
 Andrew Tegget, do.
- Patrick Nolan, Belmore
 Joseph Prince, do.
 George Prince, do.
 David Prince, do.
 Charles Tucker, do.
 Richard M'Lean, do.
 Cashler Myers, do.
 Jacob Waits, do.
 John Waits, do.
 John Swan, Lemon Grove
 James Whybin, do.
 John Whybin, do.
 R. Swan, do.
 James Callaghan, Stoney Ck.
 John Hemmings, do.
 John Meginnis, Dunmore
 Duncan Meginnis, do.
 John Meginnis, junr., do.
 Jas. Meginnis, do.
 Lyall Graham, do.
 Fredk. Stuart, Woodville
 J. K. M'Kenzie, Dunmore
 James Larkins, Largs
 Patrich Donohue, do.
 Michael Dwyer, do.
 F. Maltham, do.
 John Wallers, do.
 Ennack Wallers, do.
 George Wallers, do.
 William Gulliver, do.
 Charles Cummins, do.
 J. C. James, West Maitland
 Henry Cooper, Williams River
 Luke Cooper, do.
 George Bridger, do.
 John O'Gorman, Largs
 Peter Larkins, do.
 Edward Size, Dunmore
 Andrew Duff, do.
 George Bosley, Largs
 James Easter, do.
 Laurence Hines, do.
 John Hymas, do.
 John Dullerty, do.
 Robt. Aitkin, do.
 Hugh Campbell, do.
 John Hodges, do.
 Mark Hodges, do.
 Thomas Watson, do.
 Wm. J. Liddell, do.
 Joseph O'Meagher, Belmore
 Thomas Waby, Largs
 Jeremiah O'Meagher, Bel-
 more
 Martin Hays, Dunmore
 C. Maher, Largs
 Eli Train Morpeth
 Patrick Mylan, Largs
 Michael Maher, Bolwarra
 Dines Maher, do.
 John Meade, do.
 Michael Ryan, do.
 William Ford, do.
 Charles Davis, do.
 F. Strong, do.
 J. Worboys, do.
 G. Worboys, do.
 George Badcock, do.
 William G. Badcock, do.
 James Baldwin, do.
 John M'Fadyen, do.
 Patrick Keating, do.
 David Atkinson, do.
 Edward Knott, do.
 Henry Vickery, do.
 Fred. Bracktop, do.
 J. Ferris, Belmore Road
 William Vickery, do.
 William Bolt, do.
 Alex. W. M'Dougall, J.P., do.
- John O'Leary, Belmore Road
 William O'Connor, do.
 William Nelligan, Belmore
 Bridge
 James Nelligan, do.
 James M'Elroy, do.
 Thomas M'Elroy, do.
 James M'Elroy, do.
 Robert M'Elroy, do.
 John M'Elroy, Belmore Road
 Samuel M'Elroy, do.
 William Bolt, do.
 J. B. Richards, do.
 F. B. Richards, do.
 D. G. Nichols, do.
 Thos. Duckham, Belmore
 George Meade, do.
 Samuel Pankhurst, do.
 Martin Maher, do.
 James Moylan, do.
 William M'Guigan, do.
 T. Fountains, do.
 R. Vickery, do.
 Joseph Blacktop, do.
 James Crouch, do.
 Job Vickey, do.
 W. D. Bailey, do.
 John Vinde, do.
 W. Bishop, do.
 Geo. Thos. Chambers, Mayor,
 East Maitland
 Saul W. Dawson, Alderman,
 do.
 Patrick Bourk, do. do.
 William Cains, do. do.
 J. Cunningham, do. do.
 Henry Bailey, do. do.
 Stephen Scholey, J.P.
 W. Richardson
 Dr. J. Stride
 W. M'Gregor
 Patrick M'Garry
 Geo. Lise
 Henry O'Meagher
 F. Edwards
 H. H. Bennett
 C. E. Mackenzie
 George Palmer
 John Godfrey
 G. T. Palmer
 Thos. Dalton
 Chas. Grim
 James Kinnane
 H. Stevens
 James Bowthorne
 William Quick
 Michael Power
 Richard Pillicks
 James Blackwell
 Rebecca Quirk
 Fredk. Ewd. Brunker
 A. J. Coberoff
 W. Bradbury
 J. Witten
 E. Nipper
 F. Bucke
 H. S. Ribbands
 T. S. Petherbridge
 J. A. Wallace
 G. R. Pidding
 Charles Bradford
 Jas. P. Edwards
 Daniel Lyons
 William Geary
 Charles Pidding
 Frank Pobah
 F. E. Petherbridge
 John F. Hogan
 Joseph Chambers
 James Keenan

- F. Grancy
 Peter Eckford
 Thomas Blissett
 John Graney, junr.
 A. W. M'Cullum & Co.
 F. W. Dixon
 Thos. Banfield
 James Wyllie
 John G. Phair
 Benjamin Mitchell
 Samuel Burgess
 Thomas Britt
 Andrew Burgess
 William Cullen
 Henry Smith
 John Colquhoun
 John O'Donald
 Reuben Bray
 Edmund Auckett
 Thos. Moon
 Francis Haviland
 Michael Fitzpatrick
 James Rodford
 Henry Hector
 M. Murphy
 A. F. Richardson
 Sylvester Byrne
 William Paterson
 Patrick Nylon
 John M'Cue
 J. Pearce, J.P., Dunmore
 House
 George Tudor, Belmore
 W. J. Waller, Woodville
 William Cumings, do.
 J. F. Munday, do.
 J. H. Dunn, do.
 P. Pumpford, do.
 D. White, Dunmore
 J. Foster, do.
 Jas. Leak, Allyn River
 G. Leak, do.
 J. Leak, senr., do.
 Wm. Appleyard, Woodville
 E. Appleyard, do.
 John Burgess, do.
 G. Baker, do.
 R. Woodman, do.
 T. Arnold, do.
 S. Skinner, junr., do.
 S. Skinner, senr., do.
 G. Saxton, do.
 F. Norris, do.
 J. Woodman, do.
 C. Begs, do.
 J. Begs, do.
 H. Mills, do.
 George Middleton, senr., do.
 C. G. Middleton, do.
 J. Kewon, Stradbroke
 S. Freestone, do.
 P. Hainley, do.
 P. Maloney, do.
 A. M'Alpin, do.
 T. Genning, Woodville
 D. Newton, do.
 Patrick M'Namara, Strad-
 broke
 John Powell, Paterson River
 D. Nicholson, Stradbroke
 A. Wallace, do.
 H. Smith, do.
 James M'Donnell, Iona
 Patrick M'Donnell, do.
 John M'Phie, senr.
 A. M'Phie
 John M'Phie, junr.
 Angus M'Phie
 Daniel Burkitsmire, Iona
 John Sharky, do.
 John Begs, Iona
 John M'Donald, do.
 R. M'Donald, do.
 J. Carter, do.
 T. Sharkie, do.
 George Read, do.
 William Read, do.
 H. Appleyard, Woodville
 Jno. Pearse, J.P., Balclutha
 Thos. Pearse, do.
 Reuben Tranter, Albion Farm
 F. W. Tranter, do.
 A. E. Tranter, do.
 G. Middleton, Albion
 J. Volmer, Woodville
 John Pearse, junr., Balclutha
 J. A. Hains, Morpeth
 Eli F. Hand, Narowgut
 H. O'Neil, Woodvile
 H. Brady, do.
 John Wynn, do.
 William M. E. Myers, do.
 John Myers, do.
 James Myers, Wallalong
 John Lightfoot, Bolwarra
 Richard Lightfoot, do.
 Albert Sidney Lightfoot, do.
 Robert M'K'nia, do.
 John Read, do.
 David Read, do.
 Daniel Ferry, do.
 Frederick Wm. Crouch, do.
 John H. Crouch, do.
 Samuel Strong, do.
 Charles Hand, do.
 Walter Cooper, do.
 William Crouch, do.
 Wm. Crouch, Bolwarra, Iona
 William Collard, do.
 Mr. Collard, Bolwarra
 William M'Arthur, do.
 Patrick Hickey, do.
 Michael Hickey, do.
 Denis Hickey, do.
 Patrick Hickey, junr., do.
 Matthew Hickey, do.
 George Standen, do.
 Patrick Brady, do.
 Charles Wade, Largs
 J. Elliot, Woodville
 Carl Vollmer, do.
 H. Vollmer, do.
 William Barton, do.
 J. Barton, do.
 S. Barton, do.
 William M. Logan
 Robert Coleman, Bulwarra
 William Coleman, do.
 W. Mills, Woodville
 J. Cooper, do.
 C. Volmer, junr., do.
 T. Carter, senr., do.
 T. Carter, junr., do.
 J. Ide, do.
 W. Chippfield, do.
 William Vollmer, Albion
 E. Silver,
 A. Titman, senr., Woodville
 A. Titman, junr., do.
 J. Titman, do.
 Hugh Campbell, Eskdale
 Walter Scott, Wallalong
 Robert Hamilton, do.
 James Todd, do.
 Joseph Todd, do.
 John King, do.
 Edward King, junr., do.
 Edward King, senr., do.
 William King, do.
 Albert King, do.
 James Hickey, senr., Wallalong
 M. Hickey, do.
 J. Hickey, do.
 J. M'Murray, do.
 Robert Cameron, do.
 A. M'Murray, do.
 J. M'Murray, junr., do.
 M. Guilfoyle, do.
 Joseph M'Donald, do.
 Donald M'Innes, do.
 James M'Donnell, do.
 Thomas Kelly, do.
 Patrick Kelly, do.
 Richard Carter, Woodville
 John Butler, do.
 Thomas Butler, do.
 Andrew Bishop, do.
 George Bishop, do.
 Thomas Bishop, do.
 William Bishop, do.
 Henry Beale, do.
 W. Foster, do.
 S. Foster, do.
 W. Tandy, Bolwarra
 Jacob Crouch, do.
 William Watson, do.
 Nathan Crouch, do.
 W. H. Watson, junr., do.
 William Hayes, do.
 James Hayes, do.
 William Hayes, junr., do.
 William Shelton, do.
 Angus M'Rac, do.
 H. Strong, do.
 J. Strong, do.
 A. H. Lundeman, Paterson
 W. Faddy, do.
 Benjn. Newbury, surgeon, do.
 James R. Ferris, do.
 John Beatty, do.
 George Osmond, do.
 Samuel Patfield, do.
 George Brooker, junr., do.
 George Brooker, senr., do.
 John Brooker, do.
 Joshua Brooker, do.
 William Parkinson
 John Cann, do.
 James Wells, do.
 Robert Hartip, do.
 Frederick Wilson, do.
 John Whyte, do.
 Gostwyck Massy, do.
 John Magennies, do.
 F. W. Ebbecke, do.
 Henry Ebbecke, do.
 William Larraghey, do.
 Harry Humble, do.
 John Loper, do.
 Edward Chetan, do.
 James Bird, do.
 John Stolsieback, do.
 Joseph Hoofman, do.
 Albert Robinson, do.
 G. Rodwell, do.
 William Bird, do.
 Thos. Rodwell, do.
 Fredk. Beedner, do.
 Richard Murdrey, do.
 Josiah Moreden, do.
 Thos. Hume, do.
 Joseph Magennis, do.
 John Hogan, do.
 Thomas Kerwin, do.
 Puxty, do.
 John G. Kneidler, do.
 John G. Kudes, do.
 Andrew Ochs, do.
 Jessey Burley, do.
 Mark Burly, do.

No. 7.

The Secretary to the Post Office to Residents of Largs.

Gentlemen,

General Post Office, Sydney, 7 September, 1877.

I am directed to acknowledge the receipt of your petition against the proposed alteration in the route of the mail *via* East Maitland and Largs to Paterson, and to inform you in reply that, in order to enable the matter to be further considered, if necessary or desirable, it has been decided to take the next year's contract for the service subject to three months' notice of termination.

Your petition will receive consideration before any change is introduced.

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

No. 8.

Mr. James Mackey to The Postmaster General.

Sir,

Largs, Dunmore, *via* East Maitland, 24 August, 1877.

I beg to inform you that I have written to you on the 3rd August, 1877, respecting the intended removal of the mail coach from the line of road from East Maitland to the Paterson, *via* Largs; and I pointed out to you the importance of Largs and the surrounding neighbourhood, and the serious loss and inconvenience it would be to passengers, and the carriage of parcels, luggage, &c.

I may also state to you that I got over 200 signatures to a petition, residents of this neighbourhood, and every one residing on both sides of West Maitland Road, from Belmore Bridge to the Paterson, signed this Petition, three Magistrates including who reside in the neighbourhood, some of them old residents of thirty-five years.

Trusting that the Postmaster General will not remove the mail coach from the present line of road from East Maitland to the Paterson, *via* Largs, after it having been running on this line for eighteen years or more, and a great convenience to the whole of the inhabitants of this place.

The total number of signatures to all the petitions forwarded to the Postmaster General on this important matter is 496.

I beg to state that all the people residing on both sides of West Maitland Road, from Belmore Bridge to the Paterson, signed this petition; and also forty-seven residents of the Paterson signed this petition to have the mail coach on the present line of road from East Maitland to the Paterson, *via* Largs, and no alteration.

I am, &c.,

JAMES MACKEY,

Largs, Dunmore, *Via* East Maitland.

No. 9.

The Secretary to the Post Office to Mr. James Mackey.

Sir,

General Post Office, Sydney, 7 September, 1877.

With reference to your letter of the 24th ultimo, protesting against the proposed alteration in the route of the mail *via* Largs and East Maitland to Paterson, I am directed to inform you that the matter will receive due consideration before any change is introduced.

It has been decided to take the next year's contract for the service subject to three months' notice of termination.

I have, &c.,

S. H. LAMBTON,

Secretary.

No. 10.

The Council Clerk, East Maitland, to the Postmaster General.

Sir,

Borough Council Chambers, East Maitland, 24 August, 1877.

By direction of the Council of the Borough, as representatives of the ratepayers, I do myself the honor to bring under your notice the following circumstances, which to my Council appear to make the rumoured change of route in the mail line to the Paterson and Dungog likely to prove a less convenient line to the public at large than the lines in present use. And first, with reference to the route to Paterson. The present line in leaving this town leaves the most central of the three towns of West Maitland, East Maitland, and Morpeth, and is therefore relatively more convenient to the inhabitants of those three towns than if it left either from Morpeth or West Maitland. It must at present pass the Railway Station, and is therefore more convenient to travellers by railway, especially those who may have luggage, than it otherwise can possibly be. And the time at which it starts from here allows, under the present system of postal communication, letters to be written at a later hour than will be the case if it should start from West Maitland at the same hour. After leaving East Maitland it passes through the most central and populous portions of the district. Both the Largs and the portion of Bolwarra above referred to will be avoided if the change which seems to have been contemplated should be made.

With reference to the Dungog route, the line at present in use traverses East Maitland, Morpeth, Hinton, Seaham, and Clarence Town, and is beyond all comparison more convenient to travellers, and to the community in general, than it should go *via* The Paterson and Wallarobba. There are already mail lines up the Paterson Valley which afford communication for the residents of that district, and the carrying of the Dungog mails by that route would add but little to a convenience already sufficiently available. I may mention that an attempt to diverge the Dungog mail from East Maitland, Morpeth, and Hinton was once before made, but on the reconsideration of the subject was abandoned. I am to add that my Council hope you will make all inquiry into the facts here set out; for the more you become aware of the advantages of the present and the disadvantages of the proposed route for The Paterson and Dungog mails, the more you will see the reasonableness of my Council's protestations against the contemplated alterations being carried out.

I have, &c.,

P. BOWES,

Council Clerk.

No. 11.

No. 11.

The Secretary to the Post Office to The Mayor of East Maitland.

Sir,

General Post Office, Sydney, 8 September, 1877.

With reference to that portion of the Council Clerk's letter, dated the 24th ultimo, protesting against the proposed alteration in the route of the mail *via* Largs and East Maitland to Paterson, I am directed to inform you that, in order to enable the matter to be further considered if necessary or desirable, it has been decided to take the next year's contract for this service subject to three months' notice of termination.

The letter under reply will receive consideration before any change is introduced.

I have, &c.,

S. H. LAMBTON,

Secretary.

No. 12.

William Johnston, Esq., M.P., to The Postmaster General.

Sir,

Clarence Town, 29 August, 1877.

I notice there is a movement on foot, caused no doubt by my friend the Member for a neighbouring Electorate, to have the mail route altered to Dungog by way of Paterson township, instead of as now, by Morpeth, Hinton, Seaham, Clarence Town, and Brookfield. Before sanctioning any such alteration, I trust you will consider the matter well in all its bearings; I am certain if such proposal is carried out it will give great dissatisfaction to a large majority of the people. I may state, the residents of Dungog in my Electorate have not asked for it.

My advice is to let well alone; alterations no doubt will be required, but not in the way indicated by the Paterson route.

I have, &c.,

WM. JOHNSTON.

Submitted. There has been no direct application yet made for the alteration mentioned by Mr. Johnston, M.P., although a lengthy correspondence for and against it has taken place in the columns of the *Maitland Mercury*. Extracts herewith. Mr. Johnston and the Municipal Council of East Maitland might be informed that no application has yet been made to the Postmaster General to change the route of the Dungog mail.—S.H.L., 31/8/77. Approved.—J.D., 31/8/77.

No. 13.

Extracts from the *Maitland Mercury*.

THE PATERSON MAIL ROUTE.

To the Editor of the *Maitland Mercury*.

Sir,

Observing the report of a meeting, held at Largs on the 11th instant, for the purpose of objecting to the rumoured alteration of the Paterson mail route, I, as a resident of the district primarily interested, will, with your permission, endeavour to explain why such a change is, in our opinion, necessary. I will first notice the erroneous statement by one of the speakers (with apparently rather a vague idea of aught beyond his own village), as to the superiority of Largs over the Paterson, in point of population and importance. So far as population goes, the Paterson has about 2,500 to 3,000 souls, against 300 or 400 at Largs; and these village politicians mildly request that the mail traffic of these 2,500 people to their principal market and place of business, *viz.*, West Maitland, shall travel some two or three miles additional, in order to pass through Largs, solely for the benefit of that petty village. Coming southwards from Paterson, the routes for some seven miles are the same, and from this point they branch off—one proceeding through Largs to East Maitland, the other proceeding direct to West Maitland, *via* the Belmore bridge. The latter road has, from the junction to West Maitland, hardly a rise or hill worthy of note; is, except during extraordinary heavy floods, quite free from flood interruptions; and is, I believe, one of the best country roads in the Colony. The former road has, between the junction and Largs the two very long and steep hills at the slaughter-house, and traffic is interrupted by a rise of twelve feet only in the Hunter, between Largs and Pitnacree; here the river has made a breach through the road, and where, after some few more heavy floods, another bridge or punt in this place will be necessary to maintain this road. At this place during the flood weather of 1872 traffic was impossible, from this cause, for nine consecutive days, the mail having then to travel over the Belmore Bridge; the road over which was, for the whole of this period, quite free from flood interruptions, except for one day. So far has this defect in the present contract attracted the attention of the postal authorities, that a stipulation is inserted in this contract that the Belmore Bridge route shall be used during the flood interruptions upon the present line. It is apparent that East Maitland cannot, under any circumstances, be the practical terminus of the Paterson mail contract; which, for the last fourteen years, has (though compelled to travel through Largs and East Maitland) had its terminus at West Maitland. Even the Largs people themselves do not, as a rule, proceed either to East Maitland, or *via* East Maitland to West Maitland, to transact their business. The general route for nine-tenths of the Largs people, is to West Maitland *via* the Belmore bridge; and they would now endeavour to prevent the Paterson people from obtaining this shorter and better route, apparently upon the grounds that the present contractor, being a resident of Largs, such a change might, to some degree, inconvenience him.

I would regret very much should aught occur to deprive Largs of the advantages it at present enjoys, from the passing of the Paterson mail through this place, without substituting an arrangement equally or more beneficial. And as an arrangement which would infinitely more accommodate the residents of Iona, Woodville, and Largs, I would suggest that a wheeled mail contract, from Woodville *via* Largs, to East or West Maitland, be applied for. Such a proposal would give to the Woodville people the advantages of daily wheeled mail communication to Maitland, which they do not at present enjoy; and they will, I should imagine, prefer this to having a horse mail only. Some four or five years ago, I had an opportunity of ascertaining from official sources the amount of correspondence between

Largs

Largs and Paterson, and it did not then average one letter daily; nor do I imagine that it can have recently increased to any extent. With Woodville, on the other hand, the interests of Largs are much more identical, and communication between Woodville and Maitland is a much more urgent necessity than between Largs and Paterson.

The collective cost of these two contracts, would exceed but very little, if any, the cost of the present one, as by the contract being taken from West Maitland to Paterson direct, the distance necessary to be travelled daily would be some four or six miles less than at present, and would ensure the earlier delivery of the mails at Paterson by at least three-quarters of an hour. The present starting-point being from East Maitland, necessitates the detention (long after the arrival of the Sydney mails) of the coach, for the mails from up-country; which mails arrive at East Maitland some 30 or 40 minutes later than at West Maitland, where they arrive at 8.10 a.m.; and could, by leaving West Maitland at 8.30 a.m., arrive at Paterson by 10.15, instead of at 11 as at present. Similarly, on the return trip from Paterson to West Maitland, the present time of arrival at East Maitland is 3.15 p.m., and at West Maitland at about 3.30 p.m., too late for the transaction of banking business,—a matter of considerable importance to the Paterson residents, there not being a Bank in the whole Electorate. And as the mail leaves before banking hours in the morning, a day must, on this account, be wasted by those passengers having such business. By the Belmore Bridge the mail would (leaving at the present time, 1.15 p.m.) arrive at West Maitland by 3 p.m., just in time for this purpose; or, were the time of departure altered to 1 p.m., would leave ample time for the transaction of such business. In addition to the earlier departure, *via* the Belmore Bridge, of this 30 or 40 minutes, there is upon the present line usually a delay of 15 or 20 minutes at Largs, at the post office, and for the purpose of changing horses. It is extraordinary that within a distance of only 12 miles from East Maitland to Paterson a relay of horses should be deemed necessary, and this can only be explained by the fact that the present contractor, residing at Largs, has to proceed from Largs to West Maitland (some six miles) in the morning, then to return to East Maitland to obtain mails; and also in the evening, after delivering mails at East Maitland, to proceed on to West Maitland, and then to return to Largs. At present this coach, owing to these arrangements, travels fully forty (40) miles per day. By having the route direct from West Maitland to Paterson (should the successful contractor reside in either of these places) it would be necessary to travel only the 12 miles from West Maitland to Paterson, and return the same way, being thus only 24 miles daily as against 40 by the present arrangement; and it is but natural to suppose that the distance being little more than half of the present, would be performed for but little more than half the present cost.

Were the route adopted, and a daily wheeled mail also established between Woodville and East or West Maitland, *via* Largs (six or eight miles), the total daily distance travelled under these contracts would be 36 or 40 miles—equal to or less than the distance at present travelled daily by the present coach, which is of no use whatever to the Woodville people.

To the residents of Gresford, Eccleston, Lostock, and the Upper Paterson generally, the question of the arrival of the mail an hour earlier is a matter of considerable importance, the present arrival at these places being, in several instances, after nightfall; and more especially as there is now a probability of the main mail line to the Manning and Upper Williams passing through Paterson. It is absurd to expect a main line of communication to deviate from its course and incur a delay of nearly an hour for the sole benefit of the small village of Largs, of which the only visible evidence of the much talked of improvements and prosperity is the erection of two or three small wooden buildings during the last fourteen years, and the completion, after some nine years' delay, of the Episcopalian Church there. The most oft-quoted argument used at the meeting was that the present arrangement has been in force for some twenty years. It is well, however, to note the circumstances which have since then occurred, to render the continuation of this arrangement inadvisable. They are: first—the fact that West Maitland has undoubtedly assumed the position of the commercial centre of the district, which position East Maitland then occupied to a much greater extent than now; secondly—the destruction by floods, of the road between Largs and East Maitland; thirdly—the erection of the Belmore Bridge, and the bringing of that road to its present admirable condition.

Any proposal, however beneficial to the community at large, will generally be demurred to by some of the interested localities; and though it will doubtless be unnecessary for the Paterson people to develop the public meeting and petition mania to the extent exhibited by Largs, there can be no doubt but that were such action considered necessary, the whole of the Paterson Electorate would resent this interference with their interests. All, however, that I believe to be necessary is to expose the erroneous statements promulgated at this immense assemblage of forty incipient legislators.

I would more especially call the attention of the Woodville people to their requirements for some improved means of communication, and trust that they will not allow themselves to be made merely the instruments for serving the selfish ends of the residents of Largs, but rather demand their own just quota of the public expenditure.

As a concluding argument in favour of the direct route to West Maitland, I may state that, owing to the inconveniences of the detour and delay of the present contract, there are and have been for years two private conveyances running almost daily *via* Belmore Bridge, clearly evidencing both the proper and natural route, and also the amount of passenger traffic which would be secured by this route.

I am, &c.,

PATERSON.

Paterson, August 15, 1877.

[We regret that our correspondent has thought it expedient to make any offensive remarks. So far as we know the feeling of the people of West Maitland, they have not the slightest desire to injure or insult East Maitland on this or any other question; nor do we think that the Paterson people generally can have any desire to insult Largs. It is altogether unnecessary to make insulting comparisons in order to discuss a postal route question; and it is very unwise besides, since it must arouse so strong an opposition that the Government will decline to act.—Ed. *M. M.*]

THE PATERSON AND MAITLAND MAIL ROUTE.

To the Editor of the *Maitland Mercury*.

Sir,

In your issue of Tuesday last appeared a rather lengthened report of a public meeting held at the "Butcher's Arms Inn," Largs, for the purpose, as it was alleged, to protest against the proposed alteration

alteration of our mail route from East Maitland to West Maitland, as the starting point, and going by way of Belmore Bridge instead of *via* Largs, as at present,—in which the various speakers commented in rather strong terms against the public of Paterson, in moving for an alteration of the mail route. But it is evident from the report of the speeches delivered, that each and all of the speakers were in a delusive fog (quoting a recent figurative municipal remark), because, in the first place, the Paterson public have taken no active measures whatever to endeavour to get the mail route altered, so far as I can ascertain, and I feel assured the few interested parties who have been charged as the instigators of the movement, is a myth, which has established itself upon the imaginative brain of those parties who so frequently used the remark at the meeting, and who condescended to impute the various improper motives mentioned, as the object for which they desired the mail line to be altered. These improper motives were unworthy of consideration, when so important a matter was being discussed. It was singular that the Chairman, in his opening remarks, should have stated that he was amused in reading the notice of the Paterson correspondent, to the effect that he had learned upon good authority that it was intended by the Postal Department to call for tenders for the mail to come from West Maitland by the Belmore Bridge, instead of round by Largs. We certainly can see little that could amuse the respected Chairman in these brief remarks, which, from the active measures taken by the good people of Largs to protest against the object, must have been of great importance to them. But it is still more singular that the Chairman did not follow the reading of the remainder of the remarks, as to the real cause for which the Postal Department had decided to alter the mail route, viz.:—In the first place, to more speedily deliver the mail at Paterson, so that the contemplated daily mail to Dungog from thence might reach its destination at as early an hour in the day as possible; whilst on the other hand it is most evident that our business connections with West Maitland, and the connection with the daily mail to Dungog by Paterson, would necessarily enlarge it, should be as prompt and speedy as possibly can be. And no one can deny that a direct line to West Maitland, the centre of business for the Northern Districts, would be reached considerably sooner by way of Belmore Bridge than if the mail was taken by way of Largs, East Maitland, and on to West Maitland. But the Chairman of the meeting would have his hearers to understand that Sydney was the only emporium of all trade, and consequently a detour by Largs to East Maitland would not materially lengthen the road to the metropolis. But allow me to assure the respected Chairman of the meeting that, so far as the trade and business of this district is concerned, West Maitland is our emporium; and with the additional lengthening of our mail route as contemplated, this business connection will be largely increased; therefore it is greatly to our advantage, not merely to the town of Paterson itself, but to the whole Paterson district, and a portion of Williams River district, that our mail should go direct to West Maitland. But it is singular that the people of the thriving and prosperous town of Largs and its vicinity should so anxiously desire the contemptible connection of the mail trade of the insignificant few of Paterson, as represented at the meeting. The residents of Largs have nothing to fear in regard to their own postal arrangements, the Government are sure to provide them with the same postal facilities as they now enjoy; and the prosperous condition, and the advancing spirit of enterprise, and the spirit of improvement, so frequently quoted by the different speakers at the meeting, which characterise the residents of Largs—with its immense traffic from the outlying districts of Dungog, Clarence Town, and Seaham, would most assuredly be in a position to support a daily coach to East Maitland. And the only disadvantage apparent is that the postal connection between Largs and Paterson will not be of such a frequent nature as it is now; but the small amount of correspondence which takes place between Largs and the insignificant Paterson will not be materially felt. No doubt the good people of Largs are justified in resenting, and if possible preventing, the alteration of the present mail route; but we see little grounds upon which they can justify themselves in terming us traitors to our country, even if we had initiated the movement in regard to the alteration of the mail route, seeing the advantages which must evidently flow from the extension of the mail route to Dungog, and ere long probably on to the Manning River. Surely we have the same inalienable right to contend for any improvement or advantage, which must result to us from circumstances, such as are brought upon us in the proposal which has brought down upon us the wisdom, the power, and might of the town of Largs; more especially when (as I have shown), no material injury will result to that place by the contemplated alteration. We can accept with a passing smile the contempt, or I think the words used by one of the speakers of the meeting, the disgust, he felt that there were people in the country who could act as we are said to have done in this mail alteration. It appeared from the general tone of the remarks made at the meeting, that notwithstanding any benefit that may flow from an extension of business transactions or trade,—but in regard to which, to make such advantages more beneficial, it is necessary to make an alteration in the route or way in which such business has been carried out for eighteen years—that such an alteration must not be effected. The length of time which it has been carried on in the old groove must ensure to it an everlasting monopoly against any improvement. Strange ideas these; but yet, strange as it appears, it is evident that it is the idea of the good people of Largs. The opposition offered to the alteration of our mail route by the residents of Largs, although, as I said before, the people of Paterson have as yet taken no active measures to bring about the alteration, yet the opposition offered will bring more prominently forward the advantages which the proposed alteration will effect in the mail route; and I am sure that the few people about the Paterson will not be behind-hand in urging on their claims for consideration at the proper quarter, even if it were only to raise themselves from the insignificant position in which the public of Largs represent them to be. And I am certain the claims of the Paterson for an alteration in the mail route will be such, under all considerations, as will justify the powers that be in conceding to us the change contemplated.

Whilst advocating the change of our mail route, I feel it my duty to re-echo the sentiments of the people of Largs, in conceding to the present mail contractor a due sense of acknowledgments for the excellent manner in which he has carried out his contract; and for the many kindnesses and obliging disposition which he has always shown in carrying out his contract.

I remain, yours, &c.,

THE PATERSON CORRESPONDENT.

Paterson, Aug. 17.

To the Editor of the *Maitland Mercury*.

Sir,

Will you allow me to make a few remarks from a Gresford point of view upon two letters signed "The Paterson Correspondent," and "Paterson," in your issue of the 18th instant, with reference

to

to the contemplated change in the mail route from Maitland to Paterson. The former says, "It is greatly to our advantage—not merely to the town of Paterson, but to the whole Paterson District, &c. &c." and the latter says, "To the residents of Gresford, Eccleston, and Lostock, and the Upper Paterson, the arrival of the mail an hour earlier is a matter of considerable importance, &c., &c." Now, I venture to say, that with our present postal accommodation, it is of no importance whatever to us whether it arrives an hour earlier or later; because, even if it were not delivered here till the day after its dispatch from Maitland, there would be ample time to reply to letters by return of post—there being but three mails weekly between Paterson and Gresford. That this is known to the people of Largs is pretty evident, from the circulation in this neighbourhood at the present moment of a petition in favour of the present mail route, with a view to obtain signatures; and as the mail contractor between Maitland and Paterson is well liked here, it is not improbable that it may obtain a considerable number. "Paterson" also says, "So far as population goes, the Paterson has about 2,500 to 3,000 souls, as against 300 to 400 at Largs." Now, this is evidently misleading, as regards postal accommodation. How many of the inhabitants of the district make use of the Paterson post office? Not a fourth, or at most a third part of them. The remaining three-fourths or two-thirds are served by five post offices higher up the valley, viz., Vacy, Gresford, Lostock, Lowinsbrook, and Eccleston; so that the numbers availing themselves of the Paterson and Largs post offices respectively must be pretty nearly equal.

You have no regular correspondent from Gresford or the Upper Paterson, consequently its current history, news, requirements, &c., &c., are as a sealed book to the public. Gresford, however, is geographically nearly the centre of the producing district of the Paterson (the township of that name being situated at the extreme end of it); and its trade in wine, tobacco, fruit, and agricultural products of all kinds, as well as live stock, is now so considerable that its commercial requirements, in the shape of a daily mail and the telegraph, cannot much longer be ignored. That is what we want,—and might already have obtained with a little more public spirit and energy. We look, therefore, with comparative contempt on such a paltry concession as the acceleration of our mails by an hour or less on each mail day. If it is considered necessary to have a daily mail and the telegraph to Paterson, to accommodate some 500 or 600 people, it is surely more necessary now that the same boon should be conceded to Gresford, to accommodate three times that number.

With regard to the telegraph to Paterson: had that line been carried from Maitland (East or West is a matter of small importance) through Largs and Woodville, to Paterson, thence *via* Vacy to Gresford, and thence in a straight line to Dungog, it would have entailed the erection of but a few miles additional wire; have passed through neighbourhoods much more densely inhabited than where it goes now; and have saved the future expense of branch lines, which sooner or later must be erected to the townships named. Such matters as these are too often decided upon without any consultation with or reference to the principal business men of a district, who generally have large amounts of capital invested in the prosecution of various industries. But I submit that they are the fittest judges of requirements constantly becoming indispensable in the natural progress of the Colony.

I am, Sir, yours, &c.,
GRESFORD.

Gresford, 20 August, 1877.

THE PATERSON MAIL ROUTE.

To the Editor of the *Maitland Mercury*.

Sir,

Referring to your stricture upon my letter of the 18th instant, I would beg to submit that the only portions of that letter which could, if untrue, be considered in any manner insulting to East Maitland, are the statements of the simple facts that the present contract has, though nominally terminating at East Maitland, for fourteen years had its practical terminus at West Maitland; and that West Maitland is considerably the more commercial town, and consequently better fitted for the terminus than East Maitland. These facts are patent, and what insult to any person or place can there be in these statements? Or in stating that the business of the Paterson people is principally with West Maitland? And the expression of the general desire here for more speedy and shorter communication with our principal emporium of business. Are we, for fear of insulting East Maitland, to continue for ever to travel by a circuitous and unreliable road to the town where the major portion of our business is transacted?

So far as the comparisons with Largs are concerned, they were first instituted by the speakers at the meeting held there; and I should have been dealing unfairly with my subject had I not endeavoured to rebut such statements as that the interests of the Paterson were decreasing in an inverse ratio to those of Largs, thus comparing the township of Largs with the whole Electorate of The Paterson; surely an unfair comparison.

Paterson, Aug. 20th, 1877.

I am, &c.,
PATERSON.

No. 14.

The Secretary to the Post Office to Wm. Johnston, Esq., M.P.

Sir,

General Post Office, Sydney, 4 September, 1877.

With reference to your letter of the 29th ultimo, stating that there is a proposal to have the route of the Dungog mail altered, and protesting against the alteration, I am directed to inform you that no application has yet been made to the Postmaster General to alter the route of the mail line in question.

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

No. 15.

The Secretary to the Post office to The Mayor of East Maitland.

Sir,

General Post Office, Sydney, 4 September, 1877.

With reference to that portion of the Council Clerk's letter, dated the 24th ultimo, respecting a proposal to alter the route of the Dungog mail, I am directed to inform you that no application has yet been made to the Postmaster General to alter the route of the mail line in question.

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

No. 16.

No. 16.

H. H. Brown, Esq., M.P., to The Postmaster General.

Sir, 21 Exchange Buildings, Pitt-street, Sydney, 17 September, 1877.

I have the honor to lay before you a petition signed by 200 residents in my Electorate, praying that a mail coach may be despatched from West Maitland, *via* Belmore Bridge, daily, between Paterson and West Maitland. This petition is in support of my former letter on the subject, which request was refused by the Department on unreasonable grounds, besides a great injustice to my constituents.

The proposed change would only entail the small additional cost of conveying a separate mail to Largs from Maitland. At present there is a branch mail from Largs to Woodville. During only, I may say, a very small flood in the Hunter, *via* West Maitland and Belmore Bridge is the only route by which the Paterson district can get their mails.

The distance is much shorter from West Maitland, and the whole of the business transactions is conducted in West Maitland. My district derives no benefit from railways, but contributes a good share towards the general revenue of the Colony; and I must submit to you that the petitioners are entitled to the proposed change, totally independent of reports from persons who know nothing about the matter.

I am, &c.,

H. H. BROWN.

Submitted. There is of course every desire to please the residents of Paterson, and with that object in view it has already been decided to accept the new contract, subject to three months' notice of termination, and to send an Inspector as soon as possible to report upon the matter. Should it be found desirable to make the important change asked for, immediate notice would be given to the contractor, in which case it would be quite practicable to adopt the new route from the 1st April next, thus only delaying the matter three months.—S.H.L., 20/9/77. Approved.—J. D., 20/9/77.

[Enclosure to No. 16.]

Petition from Residents of Paterson to The Postmaster General.

Sir,

Paterson, 4 September, 1877.

We, the residents of Paterson and Upper Paterson, respectfully beg that you will be pleased to sanction an alteration of our present mail route, to start from West Maitland, *via* the Belmore Bridge, to Paterson, instead of, as at present, starting from East Maitland *via* Largs. The business connections of the Paterson district are almost solely with West Maitland, which town could be reached considerably earlier *via* the Belmore Bridge, upon which route flood interruptions very rarely occur. The present route, besides being some two or three miles longer to West Maitland, is more hilly, and subject to interruptions for several days during flood weather, at which times mails are compelled to be carried *via* the Belmore Bridge. And your petitioners, as in duty bound, will ever pray

William B. Boydell, J.P.	Thomas Lewis, Vacy, Paterson	Michael McKeown, Vacy
F. W. Addams, Incumbent	John Brunner, do. do.	James McKeown, do.
St. Paul's Ch., Paterson	Fredk. Lomas, do. do.	E. Maher, do.
Benj. Newbury, Government	John Keough, do. do.	B. McKeun, Vacy
Medical Officer	Edwd. F. Keough, do. do.	John McKeown, do.
Patk. Reynolds	W. D. Keough, do. do.	Gottlieb Eidler, do.
John Kidd	Robert Logan, Upper Pater-	David Eidler, do.
James Henry	son, Toryburn, do.	Edmond McCann, Lewins-
John Kidd	William Parkinson, Vacy,	brook
William Kidd	Paterson	E. S. Jones, Gresford
John Moloney	James Puxty, do. do.	James Towns, jun., do.
Edward Jones	Fr. Beuschel, do. do.	James Towns, sen., do.
J. G. Smith, Dist. Councillor	Emil Beuschel, Campsie, do do	Samuel Hipwell, do.
Thomas Rodwell	C. Bird, do. do.	George Lill, jun., Lewinsbrook
John Hopson	John Wade, do. do.	William Lill, do.
John Meehan	Frederick Eidler, do. do.	Samuel Lill, do.
H. Harden	A. Holden, J.P., Gresford.	George Lill, sen., do.
Thomas Cooke	P. Bogan, do.	Richard B. Boydell, do.
H. J. Sivyer	John Bogan, do.	John Muddle, do.
William Arnold	Denis Bogan, do.	Charles Lee, do.
Edward Shield	C. Walker, do.	George Jarrett, Eccleston
William Keppie, D. Councillor	J. Walker, do.	Henry Jarrett, sen., do.
John Keppie	W. Cusick, do.	David Lovett, do.
Andrew Keppie	G. Harris, do.	John Ernst, do.
Henry Fry	B. Skiggs, do.	George Ernst, do.
George Mitchell, Paterson	John P. Bull, do.	J. T. Hipwell, do.
John King, do.	Alexr. Norrie, do.	Jacob Ernst, do.
J. F. Clements, do.	A. J. Norrie, do.	Fraldeen Ernst, do.
E. Doust, do.	J. Norrie, do.	Anton Ernst, do.
Jas. Ward, do.	Edward Wm. Doyle, J.P., do.	William White, D.C., Lewins-
C. Handford, do.	George Sales, do.	brook.
F. W. Cann, do.	Edward Sharp, J.P., do.	Nicholas Maher, Eccleston
Green Smith, do.	Henry Crew, do.	Henry Trout, do.
J. P. Luke, J.P., Gostwyck, do.	Isaac Goshing, do.	James Lawrie, jun., do.
Geo. J. Frankland, J.P., Mow-	John Crotty, Vacy	Daniel Sales, do.
bray, do.	David A. Ritchie, Paterson	James Muddle, do.
Thomas Thorpe, do.	John L. Burnham, do.	James Laurie, sen., do.
William Nickerson, do.	Stephen Dumbrell, do.	Alexander G. Laurie, do.
Henry Hartap, do.	Henry Wilson, do.	George Grey, Gresford
A. Prestorn, Vacy, do.	James Connors, do.	George Rose, do.
Johaner Bichler, do. do.	Boyle White, do.	David Gillies, do.

Thomas

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Thomas Skaines, do. do.	J. Woodhouse, Vacy	Thomas Nolan, do.
Thomas Cowek, do. do.	Martin Gippel, do.	Michael Glynn, do.
Henry Skaines, do. do.	John Gippel, do.	Denis McCann, Lewinsbrook
Gilbert Cory, J.P., do. do.	Martin Gippel, jun., do.	Charles Hancock, do.
Frank Wazon, do. do.	P. McKeown, do.	George Towns, do.
John Glynn, Lewinsbrook	Frank Macnamara, Lostock	William Tucker, Paterson
Owen Houlihan, Eccleston	Ml. McNamara, do.	Moses Smith, do.
Owen Frawley, do.	W. O'Neill, do.	William Robinson, do.
George Popworth, do.	Wm. Walker, do.	John Smith, do.
Dougald Gillies, do.	A. Walker, Lostock	John Tucker, do.
Reuben Sivyver, do.	G. Walker, do.	William McEwen, do.
Reuben Sivyver, jun., do.	Edward Boynton, Vacy	John Peters, do.
Patrick Mann, Lostock	Theophilus Ley, do.	John Croos, do.
Luke Sullivan, do.	Benjamin McEwen, do.	C. Magilvery, do.
John Miller, do.	Mathew Mate, do.	A. Ormond, do.
Robert Hipwell, do.	E. Mate, do.	Henry Harris, do.
F. Wilson, do.	T. Mate, do.	John Donnelly, do.
Thomas Turner, do.	Hugh Byrnes, do.	Anthony Holstein, do.
R. W. Hipwell, do.	Hugh Byrnes, do.	Thomas Smith, do.
George A. Hipwell, do.	Patrick Byrnes, do.	R. Studdert, J.P. and C.P.S.
Asher Kimber, do.	Edward Byrnes, do.	C. F. Studdert
A. P. Wilson, do.	Chas. Woodhouse, do.	R. Tucker
Henry Creighton, do.	John G. Knödler, do.	L. Morris
W. Dugan, do.	John Fredr. Knödler, do.	J. Magolic
J. Harris, do.	John J. Bogan, Paterson	John Bridgefoot
James Nowling, do.	Thomas White, do.	S. Reynolds
Nic. Davina, do.	Stephen Stanbridge, do.	George Clarke
Edwin Eveleigh, do.	R. Hartup, do.	James Meccelrey.

List of Magistrates and District Councillors whose signatures are included in the above petition.

W. B. Boydell, J.P., Gresford	J. P. Luke, J.P., Vacy	J. G. Smith, Dist. Coun., Paterson
A. Holden, J.P., do.	G. J. Frankland, J.P., do.	W. Keppie, Dist. Coun., do.
E. W. Doyle, J.P., do.	G. Cory, J.P., do.	W. White, Dist. Coun., do.
E. Sharp, J.P., do.	R. Studdert, J.P., Paterson	

No. 17.

The Secretary to the Post Office to H. H. Brown, Esq., M.P.

General Post Office, Sydney,
22 September, 1877.

Sir,

With reference to your letter dated the 17th instant, forwarding a petition from Messrs. J. G. Smith, Thomas Rodwell, William B. Boydell, J.P., and other residents of Paterson and Upper Paterson, applying for the mails to start from West Maitland and travel *via* Belmore Bridge to Paterson, instead of starting from East Maitland and travelling *via* Largs, as at present, I am directed to inform you that there is, of course, every desire to please the residents of Paterson, and with that object in view it has been already decided to accept the new contract for the conveyance of mails between the places named, subject to termination at three months' notice, and to send an Inspector as soon as possible to report upon the matter. I am to state that, should it be found desirable to make the important change asked for by the petitioners, immediate notice would be given to the contractor, in which case it would be quite practicable to adopt the new route from the 1st April next, if necessary, thus only delaying the matter for three months.

I have, &c.,

S. H. LAMBTON,
Secretary.

No. 18.

Mr. James Mackey to The Postmaster General.

Largs, Dunmore, *via* East Maitland,
17 October, 1877.

Sir,

I beg to inform you that, on or about the 3rd August, 1877, I very explicitly pointed out to you the importance of Largs and the surrounding neighbourhood, and the number of years the mail coach has been running between East Maitland and the Paterson *via* Largs; and, on or about the 28th August, 1877, a petition signed by 494 inhabitants of Largs and the surrounding neighbourhood was forwarded to the Postmaster General, pointing out the injustice and inconvenience it would be to the inhabitants if the mail coach was removed from the line of road from East Maitland to Paterson *via* Largs, and placed on the line of road from West Maitland to the Paterson *via* Belmore Bridge.

The number of houses on the line of road from Belmore Bridge to the Paterson is eight houses, and every one of the inhabitants on both sides of the road from Belmore Bridge to the Paterson signed the petition for to keep the mail coach on the line of road from East Maitland to the Paterson *via* Largs.

I may also point out to you that, should a mail coach be started between Dungog to the Paterson, the proper and direct route from the Paterson to East Maitland is *via* Largs; and as East Maitland is a Government town, and West Maitland is not, I may also point out to you that a number of people has business to Morpeth who comes on the mail from the Paterson, and if the mail runs to West Maitland these people would have to pass from West Maitland through East Maitland to Morpeth to do business. The fairest way is to have the mail to run from the Paterson to East Maitland *via* Largs, then people could go to West Maitland or Morpeth and then there would be no favour in the matter, and undoubtedly

if

if the mail coach is taken from the line of road from East Maitland to the Paterson *via* Largs, it will be favouring West Maitland, and an injury to Largs, East Maitland, and Morpeth.

I came first to Largs on the 16th January, 1864, and I know the requirements of this place ever since.

I see a letter published in the *Maitland Mercury*, the 16 October, 1877, which was forwarded from the Postmaster General to H. H. Brown, M.P., for the Paterson, and dated 22 September, 1877, giving a very good promise to H. Brown and the people of the Paterson that the mail coach would be changed off the line of road from East Maitland to the Paterson *via* Largs, and placed on the road from West Maitland to the Paterson where there is only a few inhabitants.

There is an Inspector to be sent to see both routes and to report on the same, and it will take him some time to see the requirements of this place and the surrounding neighbourhood, and if he calls on me I will show him the importance of this place, and we only want justice.

I had been in Government Service in London eight years, and I have been in the Government Service of this Colony twenty-two years, and I have a good idea how business is carried on.

Trusting that the mail coach will not be removed from the line of road from East Maitland to the Paterson *via* Largs,—

I am, &c.,

JAMES MACKEY,

Largs, Dunmore, *via* East Maitland.

P.S.—When the Inspector comes to see the routes, he will see the Largs route well populated and Belmore Bridge Road to Paterson not so—that is the thing to be taken into consideration.—J.M.

No. 19.

H. H. Brown, Esq., M.P., to The Postmaster General.

Sir,

21, Exchange, Sydney, 13 November, 1877.

With a view that my constituents may receive some consideration in response to the largely signed petitions for change of the mail route between Maitland and Paterson, I beg to inform you that the contractor for running the mail next year would have no objection to run direct from West Maitland to Paterson.

The inhabitants of Largs could be satisfied by giving them a separate mail from East Maitland and through to Woodville. The contract for next year being something like £14 less than present contract, will encourage you to undertake the small additional expenditure of my proposal. I hope soon to hear that my views are entertained, independent of any Inspector's report, who may be totally ignorant of the requirements and just rights of my constituents.

I have, &c.,

H. H. BROWN.

Submitted,—but to comply with this request of Mr. H. H. Brown would be to decide the very question which has been so long in dispute, and which it has already been determined *not* to decide until the Inspector's report be received.

Mr. Inspector Moyses will proceed to the district on Monday or Tuesday next at latest.—S.H.L., 15/11/77.

Approved, J.D., 16/11/77.

No. 20.

The Secretary to the Post Office to H. H. Brown, Esq., M.P.

Sir,

General Post Office, Sydney, 20 November, 1877.

With reference to your letter, dated the 13th instant, respecting the proposed change of the mail route between Maitland and Paterson, I am directed to state that a Postal Inspector will proceed to the district to-morrow night; and when his report has been received the matter will be duly considered, and the Postmaster General's decision communicated to you.

I have, &c.,

S. H. LAMBTON,

Secretary.

No. 21.

Postal Inspector's Report.

From information gained when at East and West Maitland, Dungog, and Paterson, on the 22nd, 23rd, 24th, 25th, and 26th instant, I am of opinion that the Paterson mail should go from West Maitland *via* the Belmore Bridge. The distance is 12 miles, over a first class road, free from floods. The line at present followed by that mail is from East Maitland *via* the Pitnacree Bridge, and Largs to Paterson, distance 12 miles, also a very good road, but several portions of it between East Maitland and Largs are impassable in flood time, when the Paterson mail has to be sent from West Maitland *via* the Belmore Bridge. If the Paterson mail route is changed as suggested, Largs and Woodville should be served by a mail from East Maitland, but that mail must travel *via* West Maitland and the Belmore Bridge in flood time. Mr. Mackey, who writes in favour of the Paterson mail being sent as at present *via* Largs, is an inn-keeper there, therefore has an interest in the passengers who travel in the mail, also the fact of a mail passing through a town is considered by the residents to add to the business of the town.—V. MORSE, P.I., 29/11/77.

Largs is 3 miles from East Maitland; therefore, should the suggested change of route be approved, the cost of the mail between East Maitland and Largs would be an additional expense.—V.M., 29/11/77.

Submitted.—S.H.L., 30/11/77. Approved. Mr. H. Brown, M.P., might be informed.—J.D., 1/12/77.

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No. 22.

H. H. Brown, Esq., M.P., to The Postmaster General.

My dear Davies, 21, Exchange Buildings, Pitt-street, Sydney, 21 November, 1877.

I am expecting to hear that arrangements have been made to run the Paterson mail direct from West Maitland; all I want is fair play, and shall fight hard for it.

I don't see that tenders are called according to promise, to test the cost of the extra mail between Paterson and Gresford—separate tenders on horseback and coach. We are entitled to the extra accommodation, and when I see other districts favoured, such as the Gwydir, &c.; whereas my constituents are ten times more entitled to consideration—we have no costly railways.

Yours very truly,
H. H. BROWN.

No. 23.

The Secretary to the Post Office to H. H. Brown, Esq., M.P.

Sir,

General Post Office, Sydney, 8 December, 1877.

Referring to previous correspondence on the subject, I am directed to inform you that it has been decided, upon the report of the Postal Inspector, to adopt the proposed alteration in the route of the Paterson mails, viz.: to start from West Maitland and travel *via* the Belmore Bridge; but I am further to state that, although it is represented that the contractor for the East Maitland, Largs, and Paterson mail service for next year is willing to travel by the new route, it is considered desirable to have his written consent, which has accordingly been asked for.

Tenders will however immediately be invited for the line from East Maitland to Largs and Woodville, so that there will be no unnecessary delay in making the desired change.

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

No. 24.

The Secretary to the Post Office to Mail Contractor Fry.

General Post Office, Sydney, 8 December, 1877.

I have to request that you will be good enough to state whether you are willing to travel from West Maitland to Paterson, *via* the Belmore Bridge, instead of from East Maitland *via* Largs, and whether you are agreeable to adopt the change as soon after the 1st January next as the Postmaster General may decide to make the alteration.

S. H. LAMBTON,
Secretary.

No. 25.

The Secretary to the Post Office to the Council Clerk, East Maitland.

Sir,

General Post Office, Sydney, 11 December, 1877.

Referring to my letter of the 18th September last, acknowledging yours of the 24th August, against the proposed alteration in the route of the Paterson mails, I am directed to inform you that before arriving at a decision in this matter a Postal Inspector was despatched to the district with instructions to make full inquiry into the case. His report has now been received, and the Postmaster General, having given the fullest consideration to the matter, is of opinion that the public interest generally will be best served by despatching the Paterson mails from West Maitland *via* the Belmore Bridge, and has directed the necessary steps to be taken accordingly.

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

No. 26.

The Secretary to the Post Office to Residents of Largs.

Gentlemen,

General Post Office, Sydney, 11 December, 1877.

Referring to my letter of the 8th September last, acknowledging receipt of your petition against the proposed alteration in the route of the Paterson mails, I am directed to inform you that, before arriving at a decision in the matter, a Postal Inspector was despatched to the district, with instructions to make full inquiry into the case. His report has now been received, and the Postmaster General having given the fullest consideration to the matter, is of opinion that the public interest generally will be best served by despatching the Paterson mails from West Maitland *via* the Belmore Bridge, and has directed the necessary steps to be taken accordingly.

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

No. 27.

Mr. James Mackey to The Postmaster General.

Largs, Dunmore, *via* East Maitland, 17 November, 1877.

I beg to inform you that I have forgotten one thing, and that is, that the line of road from East Maitland through Largs, Woodville, Stradbrook (M. Arnold's estate), cross the punt at the Paterson is the shortest of the three routes, and a great number of people are residing on both sides of the road; and by the mail coach going this way it would save the sending of the mail on horseback, as at present from the Post Office, Largs, to the Post Office, Woodville, and would be a great convenience to passengers and a great saving to the Government of a good deal of public money yearly; and if the mail coach is changed from the present route and placed on Belmore Road it will cause an additional expense,
the

the mail being carried on horseback from East Maitland to Largs and Woodville; and the Government should consider useless expenditure of public money, and the public not deriving any benefit whatever from it. Also, there is a great number of passengers from time to time going to and from Largs to the Paterson, and the Government should consider the privilege the people had for the last eighteen years, and if any change takes place, passengers will have to travel on foot from Largs to the Paterson and from the Paterson to Largs.

I would recommend that the Inspector would travel and examine the three routes mentioned, and inspect them very carefully, and I am willing to show him the locality and the residents in it, and then when he sees everything he requires, then he can judge for himself, and report according to the best of his judgment.

The Postmaster General will be good enough to keep all letters and correspondence on this subject written by me, as they may be required hereafter.—J.M.

I am, &c.,
JAMES MACKEY,
Largs, Dunmore, *viâ* East Maitland.

No. 28.

The Secretary to the Post Office to Mr. James Mackey.

Sir,

General Post Office, Sydney, 11 December, 1877.

Referring to your letter of the 17th ultimo and previous correspondence, I have the honor to inform you that before arriving at a decision in the matter a Postal Inspector was despatched to the district with instructions to make full inquiry into the case. His report has now been received, and the Postmaster General having given the fullest consideration to the matter is of opinion that the public interest generally will be best served by despatching the Paterson mails from West Maitland *viâ* the Belmore Bridge, and has directed the necessary steps to be taken accordingly.

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

No. 29.

Mail Contractor Fry to The Secretary to the Post Office.

Sir,

Paterson, 10 Dec., 1877.

In reply to your communication of the 8th instant in reference to the running mail *viâ* Belmore Bridge instead of Largs, I beg to say I am quite willing to do so at any time the Postmaster General may think proper.

I am, &c.,
HENRY FRY.

Tenders have been invited for the East Maitland, Largs, and Woodville line—such tenders to open on the 9th proximo, and the service to commence on the 1st February. Contractor Fry should therefore be instructed to commence running from West Maitland on the latter date.—A.J.G., 12/12/77.

Inform accordingly.—S.H.L., 13/12/77.

No. 30.

The Secretary to the Post Office to Mail Contractor Fry.

General Post Office, Sydney, 18 December, 1877.

Referring to your letter of the 10th instant, I have to inform you that your offer to convey the Paterson mails from West Maitland *viâ* the Belmore Bridge, instead of from East Maitland, has been accepted from the 1st February next.

A new bond will be prepared and forwarded for execution by yourself and sureties at an early date.

JAS. DALGARNO,
For Secretary.

No. 31.

S. Scholey, Esq., M.P., to The Postmaster General.

Sir,

East Maitland, 20 December, 1877.

I have received a letter from the Municipal Council of East Maitland, complaining of the Postmaster General's conduct in deciding to carry the Paterson mails by Belmore Bridge, after the matter being decided by former Minister that the route should not be changed from West, East Maitland, and Largs, leaving the two latter towns in the cold. Why this should be done I cannot imagine, and hope you will put a stop to the pleasing of any one Member of Parliament to the gross injury of a whole district.

Yours, &c.,
STEPHEN SCHOLEY.

No. 32.

The Council Clerk, East Maitland, to The Postmaster General.

Sir,

Borough Council Chambers, East Maitland, 20 December, 1877.

I am directed by my Council to bring under your notice the fact that the Council has received a letter from the Postmaster General, dated the 11th instant, notifying that it was intended to change the mail route hence to Paterson and to take it round through West Maitland and thence *viâ* Belmore Bridge. This is manifestly unjust to those most intimately connected with the route, and is so opposed to the wishes of the residents along the line that it is to be hoped a reconsideration of the matter may be obtained, especially under the circumstance of a change in the Ministry having taken place; and with this view

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view, I am directed by my Council to bring the matter under your notice, as being the representative of one of the Electorates most prejudiced by the proposed alteration, and to ask your co-operation in the endeavour to procure the maintenance of the present line.

I have, &c.,
P. BOWES,
Council Clerk.

Let the instructions to the present contractor, and also the advertisements inviting tenders for a service between East Maitland, Largs, and Woodville, be withdrawn, and the service *via* East Maitland be continued. Inform Municipal Council, East Maitland, Mr. H. H. Brown, M.P., Mr. Scholey, M.P., and Mr. Wisdom, M.P.—J.F.B., 27 Dec., 1877.

No. 33.

The Secretary to the Post Office to The Council Clerk, East Maitland.

Sir,

General Post Office, Sydney, 28 December, 1877.

Referring to your letter of the 20th instant, I am directed to inform you that the matter of the change of route for the Paterson mails having been re-considered, it has been decided to continue the present arrangement by which these mails are conveyed from East Maitland *via* Largs.

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

No. 34.

The Secretary to the Post Office to H. H. Brown, Esq., M.P.

Sir,

General Post Office, Sydney, 28 December, 1877.

Adverting to my letter of the 8th instant, informing you of the decision that had been arrived at in regard to the application for the Paterson mails to start from West Maitland and travel *via* Belmore Bridge, I am now directed to inform you that the matter having been re-considered, it has been decided to continue the present arrangement, by which these mails are conveyed from East Maitland *via* Largs.

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

No. 35.

The Secretary to the Post Office to S. Scholey, Esq., M.P.

Sir,

General Post Office, Sydney, 28 December, 1877.

Referring to your letter of the 20th instant, I am directed to inform you that the matter of the change of route for the Paterson mails having been re-considered it has been decided to continue the present arrangement by which these mails are conveyed from East Maitland *via* Largs.

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

No. 36.

The Secretary to the Post Office to R. Wisdom, Esq., M.P.

Sir,

General Post Office, Sydney, 28 December, 1877.

I am directed to inform you that the matter of the change of route for the Paterson mails having been re-considered, it has been decided to continue the present arrangement by which these mails are conveyed *via* Largs from East Maitland.

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

No. 37.

The Secretary to the Post Office to Mail Contractor Fry.

General Post Office, Sydney, 28 December, 1877.

Referring to my letter of the 18th instant, I have to inform you that it having been decided upon further consideration to continue the present arrangement by which the Paterson mails are conveyed from East Maitland *via* Largs, you will not be required to make the change directed in my letter above referred to from 1st February next, but you will continue to carry out the service as at present.

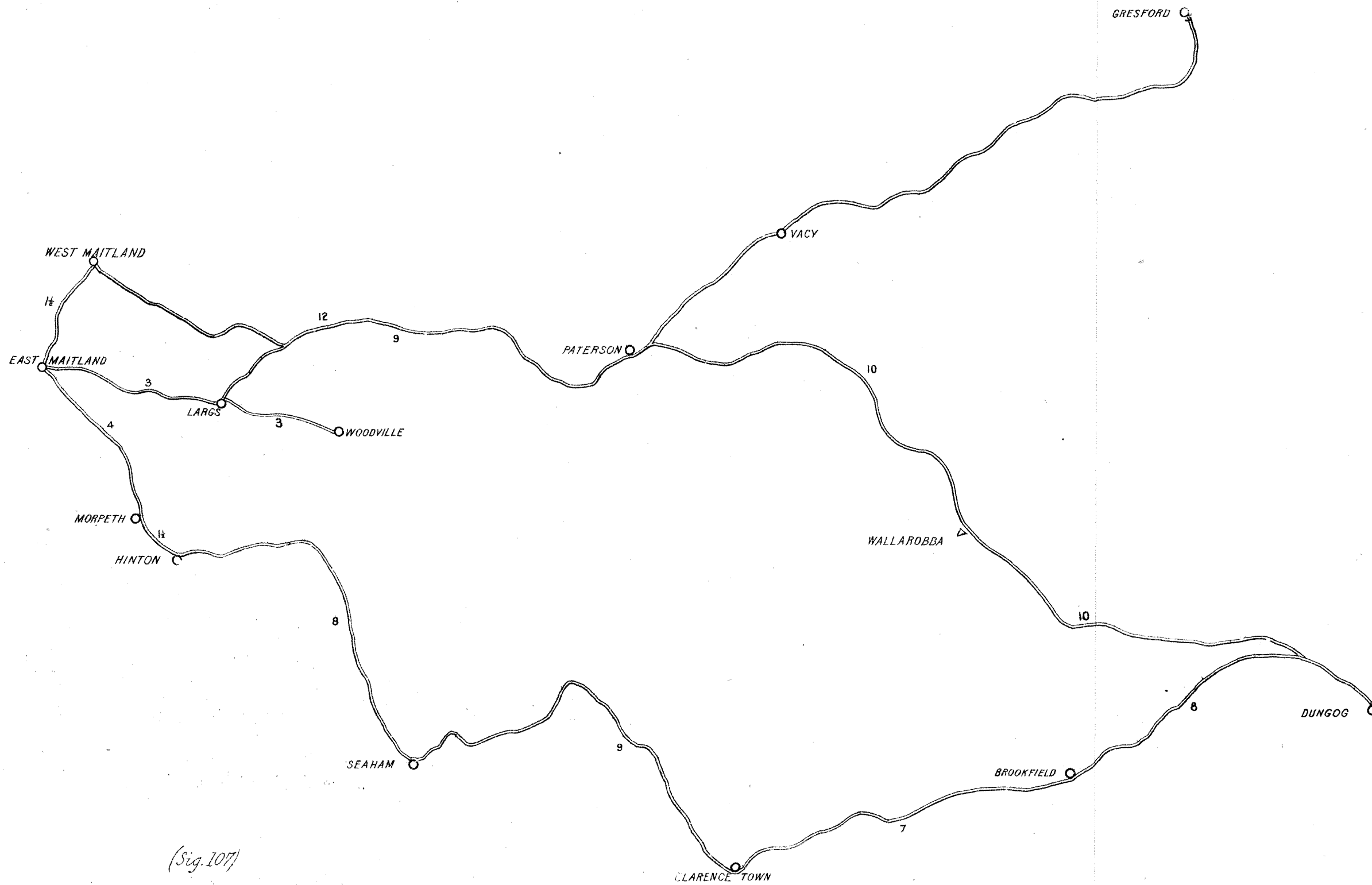
I have, &c.,
JAS. DALGARNO,
For Secretary.

Minute of the Postmaster General.

BEFORE these papers are laid on the Table of the Assembly, Mr. Johnston, M.P., can, in reply to his personal inquiry, be informed that I have declined to authorize the carrying out of the proposed changes, because I think the Government should not pay £50 to £60 per annum additional for the mail service between the Maitlands and Paterson, for the trifling advantage of the mail arriving a quarter of an hour earlier at the latter place. I observe from the correspondence, that the petitioners for the service *via* Belmore Bridge attach a great deal of importance to the circumstance of a Postal Inspector having reported in favour of the change of route; but they do not appear to be aware that the Inspector in question based his opinion upon what must be regarded as an exaggerated estimate of the inconvenience which may be apprehended from the condition of the road between East Maitland and Paterson when floods occur; and that another Inspector, who was better acquainted with the district, had reported that "he did not think it advisable to make the alteration, and that the distance by Belmore Bridge to Paterson is very little shorter than by the present line, and the number of people left without postal communication would be great." Apart from the official reports, I am personally aware that there are no towns or villages between West Maitland and Paterson, whereas there are two villages between East Maitland and Paterson to be supplied with postal communication, and I am decidedly of opinion that there is nothing to warrant the demand which has been made for the maintenance of parallel lines at the public expense.—J.F.B., 9/3/78.

Mr. Johnston, M.P., informed accordingly, 12/3/78.

*Appendix to Report of Mr Postal Inspector Mogse,
dated 29.11.77.*



(Sig. 107)

1877-8.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

MAIL ROUTE BETWEEN WEST MAITLAND, PATERSON,
AND DUNGOG.

(FURTHER PAPERS RESPECTING.)

Ordered by the Legislative Assembly to be printed, 29 March, 1878.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated 20th March, 1878, That there be laid upon the Table of this House,—

“Copies of all further Petitions, Minutes, and Correspondence having
“reference to the proposed Mail Route between Paterson and Dungog,
“from West Maitland.”

(*Mr. H. H. Brown.*)

MAIL ROUTE BETWEEN WEST MAITLAND, PATERSON, AND DUNGOG.

Minute of The Secretary, General Post Office.

The only further papers bearing on this matter are those submitted herewith, which were considered and dealt with as an application for a new line, thrice a week, between Paterson and Dungog *via* Wallarobba, to alternate with the present service *via* Clarence Town. If these are the papers required, there is of course no objection to their publication.—S.H.L., 20/3/78.

MINUTE of the Postmaster General.

Let the papers be copied as early as practicable.—J.F.B., 20/3/78.

Petition from the Residents of Dungog to The Postmaster General.

Sir,

Dungog, 1 September, 1877.

We, the undersigned residents of the Upper Williams, Monkerai, Paterson, and West Maitland, most respectfully request that in view of the proposed establishment of a post office at Wallarobba, the erection of the Gostwyck Bridge, and work at the Wallarobba Hill, you will be pleased to grant by the 1st day of January, 1878, a tri-weekly mail coach service from West Maitland, *via* Belmore Bridge, Paterson, and Wallarobba to Dungog, to alternate with the present tri-weekly service *via* Clarence Town to Dungog.

We would beg to point out the advantages possessed by this route from Dungog, *via* Paterson to West Maitland, it being 8 or 9 miles the shorter road, being also more level than the present route, secure from flood interruption, and that a daily mail service is already established between Maitland and the Paterson.

We would also state, that in this district a very much greater business is transacted with West Maitland than with East Maitland or Morpeth, and beg to express our wish for speedier and more direct communication with the first-mentioned town, as by the present arrangement letters sent to that town, though but 30 miles distant, cannot be replied to under four days.

We would also beg to request that should our petition be granted you would be pleased to fix the arrival of mails by the Wallarobba route at or before 2 o'clock p.m., for the greater convenience of the residents of Bendolba, Bandon Grove, and Underbank, at which post office the mails now arrive after nightfall. And your Petitioners, as in duty bound, will ever pray.

James Wolstenholme, Mayor of West Maitland, for and on behalf of the Borough Council of West Maitland.

Thos. Irwin, J.P., Teligra	William Chuly, Cangan	Frederick Lean, Hatfield Park
Chas. Graham Smith, P.M.	Robert Pritchell, do.	Robt. Lean, do.
Ewd. M'Kinlay, G.M.O., Dungog	Benjamin Hooke, Wire Gully	John Montgomery, do.
Joseph P. Collier, do.	James Fisher, Wallarobba	H. Wilce, Dungog
John Walker, do.	James Hooke, Crook's Park	F. W. Wilce, do.
Edwin Tyler	Robert Scott, do.	Jonathan Wilce, do.
Robert L. Alison, J.P.	Pierce Sanders, junr. do.	R. Moylan, do.
John Gibson, Pres. Minister, Dungog	Thomas Leonard, New Park	Sam Kearney, Mt. McKinlay
James Cox, Main Creek	William Monk	P. J. Fitzgerald, Sunville
J. Cox, junr., do.	Joseph Broyn	James Fitzgerald, do.
John Thorndike, innkeeper, Dungog	Philip Smith, do.	William Germon, Thalaba
R. H. Sherwood, builder, do.	John Newell, Thalaba	William Landers, Tobet Creek
Dan Carlton, cattle owner, Black Camp	Thomas Bosworth, do	John Ludwell, Cooreü
John Titcume, Dowling-st., Dungog	Alfred Griffin, do.	Chas. Middlebrook, Audley's Creek
John S. Russell, Abelard st., do.	James Kerney, do.	Stephen Taylor
Edward Eason, junr., farmer, Wired Gully	Henry Hooke, Dungog	Gibbon Taylor
Thomas Casey, Dungog	Joseph Collier, do.	David Lowrey
Joseph Watson, do.	Willie A. Smith, do.	John Hoare, Daley's Flat
John Newell, do.	S. Collier, do.	Cornelius Ryan, senr., do.
George Mackay, J.P., Melba	John Hooke, Dingadee	Cornelius Ryan, junr., do.
John K. Mackay, Cangan	F. A. Hooke, Dingadee	William Taylor, do.
Daniel Cox, Wire Gully	Arthur Hooke, Dungog	M. McNamara, do.
William Crowfoot, do.	Henry Hooke, do.	John Cronin, Dungog
James Crowfoot, do.	Thomas Moylan, do.	Thos. W. Parker, senr., do.
David Crowfoot, do.	John Moylan, do.	James Hicks, do.
Edward Eason, senr., do.	James Yeates, do.	Peter Egan, do.
George Eason, do.	Charles Conara, Dungog	Thos. W. Parker, junr., do.
	J. J. Farrell, Croom Park	John Robson, jun., Dungog
	Benjamin Bosworth, Bendolba	John Robson, sen., do.
	James Bosworth, do.	Joseph Robson, junr., do.
	Lewis Nelson Phillips, Fig Tree	Joseph Wade, junr., do.
	Thomas Lean, do.	

- John Walker, Main Creek
 Robt. Walker, do.
 John Rapson, Underbank
 John Byron, Bendolba
 Joseph Robson, Dungog
 John Hancock, do.
 Henry Osmond, Underbank
 George Neil, Bendolba
 George Cross, Dungog
 Patrick Lysaught, do.
 Thomas Casey, Thalaba
 Peirce Landers, sen., Lyndhurst
 Vale
 Denis Mahar, do.
 George Cox, Wire Gully
 William Wilks, Thalaba
 William Potter, do.
 William Eason, do.
 Thos. Dorse, do.
 John Cox, do.
 Isaac Brewer, do.
 Henry Germon, do.
 Henry Brewer, do.
 William Brewer, do.
 George Anderson, do.
 James Smith, do.
 A. C. Griffin, do.
 George Yates, do.
 James Berrey, do.
 Robt. Berrey, do.
 Henry Reeves, jun., do.
 John Flarrety, do.
 John Brewer, do.
 Samuel Lowrey, do.
 William Lowrey, do.
 Albert Yates, do.
 John Germon, do.
 George Cluly, do.
 George Robson
 Thos. Fletcher, Thalaba
 Thos. Scott, do.
 Thomas Lowrey, sen.
 Thomas Lowrey, jun.
 John Lowrey
 E. McDonald, Bandon Grove
 J. Yardy, Mulconda
 A. Bignell, Bandon Grove
 W. McLeod, Canninggalla
 James Mitchel, Bandon Grove
 S. Forster, Mulconda
 George Conolly, Bandon Grove
 Richard Payne, junr., Mulconda
 Arthur Tighe, Bandon Grove
 John Molony, New Park
 John Hutchinson, junr., do.
 Oliver C. Edwards, Chichester
 River
 James Banister, Munni
 H. Edwards, Bandon Grove
 John Suga, Canninggalla
 William Neilson, Bandon Grove
 Alfred Tighe, do.
 James Smith, Mulconda
 S. V. Smith, Bandon Grove
 Humphrey Foyer, do.
 S. S. Kingston, Yarrow
 Horatio Haggarty, Bandon
 Grove
 Malcolm McDonald, Underbank
 James Stanton, Canninggalla
 George Mitchel, Bandon Grove
 William Boorer, Pleasant Valley
 Thomas Wilks, Canninggalla
 Thos. Boorer, Pleasant Valley
 George Irwin, Teligra
 Richd. Irwin, do.
 Robt. Irwin, do.
 William Irwin, do.
 John Irwin, do.
 Grey McLeod, Bandon Grove
 William McLeod, do.
 Jas. McLeod, Teligra
 John Webber, do.
 William Wade, junr., Bendolba
 Henry C. Dark, Dungog
 Fred. C. Thomas, Dungog
 Rev. John Nash, Ch. England,
 Dungog
 Thomas Holmes, Bendolba
 Edwin Smith, Bandon Grove
 G. A. Mackay, Dungog
 Thomas McWilliam, do.
 Thomas Collins, do.
 Alex. McLaren, do.
 Andrew Newell, do.
 John Gorton, Stroud
 William Wade, Dungog
 James Newell, junr., Bendolba
 Wm. A. Smith, Dungog
 J. C. Simmonds, Underbank
 William Boorer, do.
 Thomas Nash, Williams River
 T. Harris, Chichester River
 John Lees, Underbank
 Stephen Duggan, do.
 Charles Simmonds, do.
 R. J. Lees, do.
 Thomas Towers, Teligra
 John Irwin, junr., do.
 John Parker, do.
 Joseph Atkins, senr., Canninggalla
 John Atkins, Bendolba
 William Atkins, Canninggalla
 James Levey, do.
 William Curran, Rockfield
 James Haggarty, Canninggalla
 Thomas Haggarty, do.
 Henry Haggarty, do.
 Horatio Haggarty, do.
 Joseph Atkins, do.
 James Thompson, do.
 Henry Thompson, do.
 William Bartlett, Underbank
 Henry Towers, do.
 James Hutchinson, do.
 James Middlebrook, Bendolba
 George Portues, do.
 John Robinson, do.
 George Irwin, Teligra
 Henry Thompson, Canninggalla
 Jeremiah Byron, Bendolba
 A. A. Simmons, do.
 Thomas Byron, do.
 George Nash, do.
 Robert Kelly, junr., do.
 John Byron, do.
 William Simmons, do.
 Henry Holmes, do.
 Thomas Newell, do.
 John Kelly, junr., do.
 James Simmons, Munni
 Robert Kelly, senr., Bendolba
 Francis Reeves, Munni
 G. McCloud, Bendolba
 Martin Stanton, Underbank
 William Turner, do.
 John Harris, Bandon Grove
 Charles Henwood, Munni
 Joseph Wade, Bendolba
 Thomas Robinson, do.
 William Mitchell, Underbank
 George Studdert Waller, The
 Grange
 Donald Fraser, Sandy Creek
 Ann Fraser, do.
 Phillip Maurer, do.
 Charles Schumacher, do.
 James Banister, Lagoon Brush
 John Cavanagh, Lagoon Brush
 Charles Cavanagh, do.
 Jacob Smith, Woodbury
 John Gibbel, Sunny Hill
 Andrew Kellener, Welshman's
 Creek
 John Gehrig, do.
 Antony Miller, do.
 Caspar Korn, do.
 John Korn, do.
 Jacob Shafer, do.
 George Maurer, Sandy Creek
 George Korn, Welshman's Creek
 Mrs. Rohrmann, Wallarobba
 Creek
 Phillip Marquit, Sandy Creek
 N. Maurer, do.
 P. Kiuska Zöllner, do.
 George Marquit, do.
 Frank Mate, Wallarobba
 Arthur Bucknell, Near Vacy
 Charles Carmichael, Big Creek
 J. F. Eyb, do.
 F. Eyb, do.
 John Boyce, do.
 Henry Boyce, do.
 George Monk, do.
 James Merchant, do.
 John Melmouth, Cader Idris
 Thompson S. Borham, Mount
 Ararat, near Wallarobba
 Peter Kellner, Mount Ararat
 Michael Scobie, Toryburn
 Alexander Norrie, Clevedon
 James Norrie, do.
 Thomas Forrest, Gresford
 Isaac Gosling, Trevallyn
 James Puxty, Campsie
 Jacob Shellney, Paterson
 Emil Benschel, Campsie
 A. J. Melmouth, Cader Idris
 W. Melmouth, do.
 James Parish, Big Creek, near
 Mount Ararat
 Martin Mate, Wallarobba
 John Osmond
 Charles Osmond
 William Osmond
 John Holstein, Cox's Creek
 Timothy Taylor, Mountain Vale,
 Cox's Creek
 Jno. Wade, Dungog
 James Garrett, Bandon Grove
 John Leake, Dungog
 Samuel Rapson, Munni
 James Page, Sugar-loaf Creek
 Henry Reeves, Thalaba
 Robert K. Fletcher, do.
 George Cox, do.
 James Newell, Croom Park
 George Nash, Sugar-loaf Creek
 John Llyd, Dungog
 John Johnson, Lyndhurst Vale
 Andrew Wilson, Dungog
 Richard Tickle, Sugar-loaf Creek
 Henry Muddle, Dungog
 Thomas Hanna, do.
 Thomas Gurr, do.
 Christopher Lean, junr., Hatfield
 Park
 Jeremiah Byron, Bendolba
 Geo. Nash
 Thomas Dorse, Thalaba
 James Wilkinson, Monkerai
 Hugh Frazier, Cox's Creek
 A. Henny, Myall Creek
 William Martin, Monkerai
 Richard Smith, Bandon Grove
 H. Kruanstuyvir, Underbank

- Thomas S. Alexander, Dungog
 Denis Tierney, do.
 Arthur Wilson, do.
 W. H. Abbott, do.
 J. Abbott, do.
 John Luney, do.
 James Relton, Monkerai
 George Muddle, Dungog
 Daniel Bruyn, do.
 Justin Bruyn, do.
 Thomas Walker
 Benjamin Hodgson
 John Hyland, Dungog
 George Westley, do.
 James Webber
 Edward Marsh, Dungog
 Charles Stenerwald, do.
 William Robinson, Bendolba
 James Oldfield, Paterson
 Benjamin Cook, Dungog
 William Baker, do.
 John Warren, do.
 Charles Peters, do.
 Nicolaus Lührs, do.
 Kenneth McDonald, do.
 Joseph Gregson, do.
 George Shelton, do.
 James Newell, Bendolba
 Edward Piper, storekeeper, Dun-
 gog
 James Shelton, Dungog
 A. Redman, do.
 George Cox, Wire Gully
 James Fitzsimmons, Dungog
 James Banister, do.
 Samuel Kearney, do.
 Michael Ryan, do.
 Donald Titcume, Monkerai
 Albert Taylor, Cox's Creek
 Pierce Hoare, Dungog
 J. Gardner, Sugar-loaf Creek
 Rev. C. Terrey, Dungog
 W. Collier, do.
 R. Campbell, West Maitland
 A. Vindin, do.
 John Kerr, do.
 W. G. Clack, do.
 H. Clark, do.
 W. Taylor, do.
 H. Kerr, do.
 Edwin Bragg, do.
 Richard Maher, do.
 Henry Humby, do.
 M. Cronin, do.
 C. T. Phillips, do.
 M. Scott, do.
 Solomon Harris, do.
 W. and T. Mills, do.
 A. Sparke, do.
 W. Cummins, do.
 A. Harris, do.
 W. Risby, do.
 E. Head, do.
 J. Asquith, do.
 E. Lambert, do.
 Wm. Stanton, do.
 C. Thomas King, sen., do.
 Charles King, jun., do.
 J. Wedgebury, do.
 T. Pryke, do.
 James Sellers, do.
 Henry A. Young, do.
 Thomas Cronin, do.
 Hugh J. Monaghan, High-st., do.
 Salmar Kennecally, B.-street, do.
 Joseph Graham, Oakhampton
 Harry McLeay, High-st., West
 Maitland
 A. D. McDonald, West Maitland
- T. Troy, West Maitland
 R. Blair, do.
 M. Fletcher, do.
 Henry Blair, do.
 Samuel White, do.
 J. P. Gail, do.
 Arthur Humby, do.
 Walter Chamberlain, do.
 William Bussell, do.
 Robt. Ross, do.
 Fredk. P. Beckett, do.
 Samuel Owen, do.
 Alex. Marshall, do.
 F. T. Henery, do.
 Isaac Beckett, do.
 James Sewell, do.
 Alexr. Swanson, do.
 Samuel Colman, do.
 G. H. Johnston, do.
 George Miller, do.
 Chas. B. Mainstone, do.
 Jacob Small, do.
 T. P. Hammond, do.
 Jno. A. Moore, do.
 Purvis Marshall, do.
 George Brown, do.
 Wm. Thursley, do.
 A. Broderick, do.
 Michl. Skinner, do.
 Alexr. Wilkinson, do.
 R. Randolph Arndell, do.
 James D. Prentice, do.
 Edwd. Chippindall, do.
 Wm. Birkenhead, do.
 W. Richmond Sullivan, Bulwer-
 street, do.
 H. Ries, do.
 G. Webber, do.
 J. Tobin, do.
 G. Antcliff, sen., do.
 H. Antcliff, jun., do.
 J. Strong, do.
 B. Kline, West Maitland
 A. S. Gordon, do.
 Alfred S. Macrow, do.
 A. Smith, do.
 Samuel Israel, do.
 C. H. Barden, do.
 Henry Rourke, do.
 John Rourke, do.
 Samuel Solomon, do.
 E. Champion, do.
 John Swanson, do.
 Charles H. McGovern, do.
 James Price, do.
 Wm. T. Moore, do.
 Frederick Marsh, do.
 Richard Moore, do.
 Charles W. Clark, do.
 Robert Monro, do.
 John Sullivan, do.
 William Massie, do.
 James Monro, do.
 Riley Brothers, do.
 A. J. Riley, do.
 F. J. Filmer, do.
 T. Pumfrett, do.
 Geo. A. Bond, do.
 A. J. Griffiths, Alderman, do.
 W. Bussell, Alderman, do.
 Richd. Cracknell, Commissioner,
 District Council, do.
 Thomas Edmunds, do.
 John McGovern, do.
 A. J. Harris, do.
 J. Wm. Delany, East Maitland
 A. Ward, West Maitland
 Wm. Quinn, do.
 C. J. Mackenzie, East Maitland
- William Miller, W. Maitland
 John Marsh, do.
 Henry James, do.
 B. Hynes, do.
 Thos. Bramble, do.
 John Tuck, do.
 H. G. Tuck, do.
 F. Barret, do.
 R. Fenwick, do.
 F. Lockwood, do.
 J. W. Arnold, do.
 F. McCabe, do.
 J. J. Curley, do.
 T. Haunigan, do.
 M. Ryan, do.
 T. Egan, do.
 J. D. Jenner, do.
 Francis Campbell, do.
 John Taylor, do.
 John Wiebe, do.
 G. E. Baker, do.
 G. W. Drew, do.
 W. H. Fogarty, do.
 Chas. Parkes, do.
 Thos. Howard, do.
 James Marshall, do.
 James Cox, do.
 John Fraser, do.
 James Carr, do.
 Joseph Robertson, do.
 Thomas Williamson, do.
 William Jennings, do.
 George Young, do.
 J. Carr, do.
 W. H. Sanderson, do.
 Charles Mitchell, do.
 Samuel Beattie, do.
 Barden and Riber, do.
 Stephen Barden, do.
 George Pullen, do.
 R. F. Watson, do.
 John M'Govern, do.
 W. A. Carpenter, do.
 C. Bailey, do.
 W. M'Leod, do.
 R. M'Donald, do.
 E. Ward, do.
 W. Hannan, do.
 Patrick M'Dean, do.
 J. Murphy, do.
 B. Morley, do.
 H. Kline, do.
 John Hart, do.
 C. Hart, do.
 E. Tipper, do.
 E. M. Homan, do.
 N. Rose, do.
 P. Callaghan, do.
 C. Ranplin, do.
 J. Church, do.
 John Tierney, do.
 Wm. Tierney, do.
 R. Walsh, do.
 S. Dillon, do.
 Jno. F. Barry, do.
 R. Proctor, do.
 D. Taylor, do.
 Francis Herrmann, do.
 Fredk. Edwards, jun., do.
 Thos. Harris, do.
 Robert Sully, do.
 Samuel Doulden, do.
 W. R. Norman, do.
 Thomas Henderson, do.
 Spencer King, do.
 Thomas Church, do.
 A. J. M'Leod, do.
 Thos. Stevens, East Maitland
 Thos. Ogle, West Maitland

Henry Why, West Maitland	P. Kerr, West Maitland	Thomas Lawler, W. Maitland
John Lee & Co., do.	J. Collwan, do.	James Moore, do.
G. W. Fenner, do.	George J. Cohen, J.P., West Maitland	F. A. Vernon, do.
P. W. Bird, do.	John Stride, do.	P. O'Brien, do.
A. Compton, do.	John E. Carter, do.	M. O'Brien, do.
Geo. Lee, do.	J. Winter, do.	J. Thompson, do.
John Billington, do.	G. Maher, do.	R. Canham, do.
A. Royall, do.	J. Reilly, do.	C. Ryan, do.
H. R. Coulter, do.	John Milne, do.	R. Roberts, do.
J. K. Alleso, do.	J. A. Reid, do.	W. James Thomas, do.
John Compton, do.	Michael Hogan, do.	R. Stapleton, do.
J. W. Adams, do.	Frederick Brackley, do.	J. A. Gray, do.
Maurice O'Keeffe, do.	M. Farrago, do.	T. W. Tucker, do.
Alderman J. G. Chapman, do.	W. Graham, do.	John Gillies, junr., do.
H. C. Pritchard, do.	Francis Devoilgen, do.	W. K. Smith, do.
James Curran, do.	Thos. Robinson, do.	J. M. Newton, do.
J. W. Curran, do.	Charles Peddle, do.	T. Cush, do.
Henry Curran, do.	Charles Rouhan, do.	R. W. Thompson, solr., do.
Robert Hyndes, do.	Robert Robinson, do.	Mont. Parnell, junr., do.
T. J. Mahoney, do.	Alfred Horder, do.	Charles E. Norrie, do.
G. R. Morton, do.	James Wolstenholme, do.	Henry J. West, do.
Samuel Farrell, do.	W. Smith, do.	J. Windeyer, do.
Joseph Marks, do.	James Hinman, do.	F. G. Fullford
W. Godfrey, do.	James Wolstenholme, do.	Thomas Hughes, do.
John Roomoiffe, do.	Daniel English, do.	Thomas Doharty, do.
Percy J. Marks, do.	R. Hyndes, do.	John Mangan, do.
Edward P. Capper, do.	Henry Levien, do.	Andrew Carroll, do.
Harry W. Capper, do.	W. Close, Maitland	Lawrence Muggavern, do.
G. S. Brackenreg, do.	Wm. W. Arndell, W. Maitland	John Horgan, solr., do.
Saml. Hills, do.	M. M. Maitland, do.	Geo. Stratford, do.
C. C. Sefton, Maitland	James N. Brunker, do.	Joseph W. Kingsmill, do.
W. Watson, West Maitland	C. W. Kentus, do.	W. H. Mullen, do.
John Clark, do.	Jas. Henry Brundker, do.	James Woodforth, do.
Isaac Moon, do.	Wm. Briggs	Francis W. Wade, do.
James M'Lauchlin, do.	Ernest T. Cooper, W. Maitland	Richard Hannond, do.
A. H. Eckford, do.	E. H. Hughes, do.	W. S. Terry, do.
John Brading, do.	D. F. J. Seddon, do.	W. Wallace, do.
M. Barry, do.	H. Vindin, do.	W. Sullivan, do.
Richard Fry, do.	John Kennedy, do.	Thos. Best, do.
Richd. Healy, do.	Edward Freeman, do.	J. Hancock, junr.
John J. M'Glenn, do.	W. Relton, do.	Thomas Madigan, St. Andrew-st., West Maitland
John Walsh, do.	Wm. Dimmock, do.	Michael Murphy, do.
John Howe, do.	W. Hooper, do.	James Beatty, do.
David Cohen & Co., do.	F. Burley, do.	Joshua Matheus, do.
J. Goodman, do.	W. L. Cooper, do.	James Tapp, do.
J. J. Barry, do.	W. H. Oxley, do.	Wm. Sutton, do.
R. Warren, do.	George Balson, do.	Joseph Bowers, do.
H. Beckett, do.	James Pritchard, do.	William Moore, do.
T. Mater, do.	Andrew Bussell, do.	James William Harradine, do.
Morris Cohen, do.	George Fry, do.	J. M. Justin, do.
P. J. Byrne, do.	William Pickering, do.	A. E. Wiebe, do.
J. Kerr, East Maitland	M. Moore, do.	Thomas Ware, do.
J. E. Holloway, West Maitland	Tucker, Gillies & Thompson, do.	James Cooper, do.
H. Smith, do.	Richard Bailey, do.	Thos. Miers, do.
Edwd. F. Butler, East Maitland	C. Eipper, do.	M. Prin, do.
P. J. Kerin, West Maitland	W. J. M'Govern, do.	Thomas Shilling, do.
G. W. Delow, do.	G. Bromhead, do.	Geo. Moore, do.
D. O'Halloran, do.	John Rutherford, do.	N. W. Eckford, do.
C. R. Griffiths, do.	Neil Gillies, do.	R. B. Cracknell, do.
M. Normoyle, do.	M. Larkin, do.	John Bussell, do.
W. M. Clark, do.	W. Thompson, do.	John Norman, do.
H. Slater, do.	E. M'Neall, do.	George Swiney, do.
Geo. Brown, do.	G. B. Hall, do.	T. L. Cooper, do.
F. G. Garron, do.	W. Gail, do.	Jno. R. Thrensu, do.
Michael Ryan, do.	Thos. West, do.	Charles Critland, do.
Simon Hamer, do.	H. Hall, do.	Morris Benjamin, do.
George H. Richards, do.	G. F. Rixon, do.	Reg. Filmer, do.
John M'Culloch, do.	W. Bateman, do.	Robert Carruthers, do.
John Richards, do.	John M'Gann, do.	Chas. Baker, do.
Mark Winter, do.	John Doosey, do.	William Norman, do.
W. Scroggins, do.	A. Hoban, do.	John Patterson, do.
J. Southcombe, do.		
R. Bibb, do.		

Acknowledge receipt—These papers with 7,433 should be referred to Mr. Postal-Inspector Moyses. Tenders might in the meantime be invited for a tri-weekly service between Paterson and Dungog from 1st January, the acceptance of a Tender to depend upon the cost, as Dungog is scarcely yet entitled to a daily mail.—S.H.L., 25/9/77. Approved—But Tenders should be accepted subject to Mr. Moyses's report.—J.D., 26/9/77.

Gentlemen,

General Post Office, Sydney, 28 September, 1877.

I am directed by the Postmaster General to acquaint you that your Petition, dated 1st instant, upon the subject mentioned below, is under consideration, and that a further communication respecting it will be addressed to you as soon as a decision has been arrived at in the matter.

I have, &c.,

S. H. LAMBTON,

Secretary.

Subject :—Tri-weekly mail service between West Maitland and Dungog, *via* Belmore Bridge, Paterson, and Wallarobba.

Gentlemen,

General Post Office, Sydney, 16 November, 1877.

Referring to my letter of the 28th September last, acknowledging receipt of your Petition for a tri-weekly mail service by coach between West Maitland and Dungog, *via* Belmore Bridge, Paterson, and Wallarobba, I have the honor to inform you that it is deemed expedient before coming to a decision in the matter, to obtain the report of the Postal Inspector, who is under orders to proceed to the district at once, but in the meantime to meet the possibility of its being found desirable to adopt the Belmore Bridge route, the contract for next year for the East Maitland, Largs, and Paterson mail service has been taken, subject to three months notice of termination.

With regard to the proposal to alter the route of the Dungog mails, I have to state that any change in this respect must be contingent on the Paterson mails being conveyed by the Belmore Bridge route, a matter as explained above, which has not yet been determined.

I have, however, to add that with a view to connect Dungog with the Paterson district, a tri-weekly horseback mail will be established on the 1st January next, between Paterson and Dungog *via* Wallarobba.

I have, &c.,

S. H. LAMBTON,

Secretary.

1877-8.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

POST AND TELEGRAPH OFFICE, SINGLETON.
(CORRESPONDENCE, MINUTES, &c.)

Ordered by the Legislative Assembly to be printed, 12 April, 1878.

RETURN to an *Order* made by the Honorable the Legislative Assembly of New South Wales, dated the 20th March, 1878, That there be laid on the Table of this House,—

“Copies of all Correspondence, Minutes, and other Documents, in reference to the purchase of the Site for the new Post and Telegraph Office in “Singleton.”

(Mr. Bowman.)

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POST AND TELEGRAPH OFFICE, SINGLETON.

No. 1.

Mr. T. H. Moore to The Postmaster General.

Sir,

Singleton, 28 February, 1873.

Referring to my letter dated 8th November, 1872, and your reply thereto, dated 18th November, 1872, I have now the honor to inform you that, after the expiry of six months from date hereof, I purpose raising the rent of the Post and Telegraph Offices in this town from sixty (£60) to eighty (£80) per annum. I take this step for reasons expressed in my former letter.

I have, &c.,

THOS. H. MOORE.

Submitted.—S.H.L., 23/2/73. Superintendent of Telegraphs to report as to the necessary steps to be taken to secure suitable offices.—S.S., 3/3/73. B.C., 3/3/73.—S.H.L.

Memo. to Superintendent, Sydney.

Sir,

Telegraph Office, Singleton, 12/3/73.

At present there is not to be had premises suitable for a Post and Telegraph Office. In fact, with the exception of a few cottages, too small and subject to floods, and distanced from a central position, there are none to let.

Your obedient Servant,

J. NESBITT.

I have made every inquiry, and find that more suitable premises are not to be procured. I therefore recommend that the increased rental be granted if the landlord will not take less.—E.C.C., 20/3/73. The Secretary, General Post Office.—B.C. Submitted. There would seem to be no alternative but to give the additional rent demanded.—S.H.L., 26/3/73. Approved.—S.S., 27/3/73. Inquire if the Government possess any land upon which Telegraph and Post Offices can be erected. Perhaps there may be a site near the Court House.—S.S., 27/3/73.

No. 2.

The Secretary to the Post Office to The Under Secretary for Lands.

Sir,

General Post Office, Sydney, 27 March, 1873.

I am directed to request that you will be so good as to state, for the information of the Postmaster General, whether there is any Government land in Singleton, near the Court House or elsewhere, which would be eligible for the erection of Post and Telegraph Offices at that town.

I have, &c.,

S. H. LAMBTON.

No. 3.

The Under Secretary for Lands to The Secretary to the Post Office.

Sir,

Department of Lands, Sydney, 31 May, 1873.

In reply to your letter of the 27th March last, inquiring whether there is any Crown Land at Singleton eligible for a Post and Telegraph Office, I am directed to inform you, that Singleton being a private township does not appear to contain any Crown Land available for the purpose required.

I have, &c.,

W. W. STEPHEN.

Submitted.—S.H.L., 3/6/73. Pay increased rent as recommended by Superintendent.—H.P., 5/6/73.

No. 4.

W. C. Browne, Esq., M.P., to The Postmaster General.

Sir,

Singleton, 12 June, 1874.

I have the honor to request that you will cause a sufficient sum to be placed upon the next Estimates for the erection of a Post and Telegraph Office at Singleton. The present building is leased by the Government at a rental of £80 per annum, and is totally unsuited for the purpose. Every room on the ground-floor is used for conducting the business of Post Office, Telegraph Office, and Savings' Bank, and this leaves but the rooms of the upper story for the accommodation of the Postmaster and his family, which are quite inadequate for the purpose. The increasing population and importance of the town and district demand that more suitable premises should be erected. Trusting that this application may receive your favourable consideration.

I have, &c.,

W. C. BROWNE.

Submitted. It appears, from a previous correspondence on this subject, that there is no Government Land at Singleton available for the purpose of erecting a Post and Telegraph Office. Perhaps Mr. Browne can state whether any can be procured in a central situation, and at what price. The P.M. might also be asked to make inquiries.—S.H.L., 16/6/74.

Approved.—S.S., 16/6/74.

3

No. 5.

The Secretary to the Post Office to W. C. Browne, Esq., M.P.

Sir,

General Post Office, Sydney, 18 June, 1874.

I am directed to acknowledge the receipt of your letter, dated the 12th instant, requesting that a sum of money may be placed on the next Estimates for the erection of a Post and Telegraph Office at Singleton.

In reply, I am to inform you, that from previous correspondence on the subject, it would appear that there is no Government land at Singleton available for the purpose in question; and the Postmaster General would be glad, therefore, if you will be good enough to state whether a site can be procured in a central position, and at what price.

I have, &c.

S. H. LAMBTON,
Secretary.

No. 6.

The Secretary to the Post Office to The Postmaster, Singleton.

Sir,

General Post Office, Sydney, 18 June, 1874.

I have to request that you will be good enough to inquire whether a site in a central position can be procured in Singleton for the erection of a Post and Telegraph Office at that place, and if so, at what price.

I have, &c.,

S. H. LAMBTON,
Secretary

No. 7.

The Postmaster, Singleton, to The Secretary to the Post Office.

Sir,

Post Office, Singleton, 25th June, 1874.

In reply to your letter (No. B. 74-2,845) of the 18th instant, inquiring whether a site in a central position for the erection of a Post and Telegraph Office could be procured in this town, I beg to submit a rough sketch of the most central positions.

Those marked in red ink are the ones procurable.

Appendix A

1st. The premises occupied by me at present, having a frontage to Campbell-street of 215 feet and 40 to George, as per Sketch B, is offered by Mr. Moore for £1,000. It is above flood-level, and one of the most central positions in the town; the premises are suitable, but require repairs.

Appendix B

2nd. Mr. John Brown's block (marked No. 2) is without buildings, is next most central, and having a frontage to George-street of 116 feet, and extending into Campbell-street, where it is 40 feet frontage; price about £320.

3rd. Mr. Ash's block (marked 3) is without buildings, not so central, 66 feet to George-street with a 150 back; price £330.

I have, &c.,

J. NESBITT.

No. 8.

W. C. Browne, Esq., M.P., to The Secretary to the Post Office.

Sir,

Singleton, 29 June, 1874.

I have the honor to acknowledge the receipt of your letter of the 18th instant, desiring me to state whether a site can be procured in a central position and at what price, for the erection of a Post and Telegraph Office at Singleton. In reply I beg to state, that several suitable positions could be obtained reasonably, amongst which I might name an allotment the property of Mr. Ash, situated in George-street, 66 feet frontage by 150 feet, price £5 per foot; Mr. Moore's premises (the present Post Office), £1,000; and an allotment facing the present office, 116 frontage by 100 feet deep, the property of Mr. J. Brown, price £320. I would rather some one connected with the Department should select the site to be adopted, as I might be considered interested if I recommended any particular one.

I have, &c.,

W. C. BROWNE.

Submitted.—S.H.L., 1/7/74. This matter must stand over till Postal Inspector can visit the district.—S.S., 2/7/74.

No. 9.

The Secretary to the Post Office to W. C. Browne, Esq., M.P.

Sir,

General Post Office, Sydney, 4 July, 1874.

I am directed to acknowledge the receipt of your letter dated the 29th ultimo, pointing out several sites at Singleton as suitable for the proposed new Post and Telegraph Office at that place, and suggesting that the selection of a site for the building be made by an officer of the department.

In reply I am to inform you, that the Postmaster General has decided to let the matter stand over until a Postal Inspector can visit the district to report upon the several sites offered.

I have, &c.,

S. H. LAMBTON.

No. 10.

Mr. T. H. Moore, to The Postmaster General.

Sir,

Singleton, 30 June, 1874.

Understanding that a movement is being made for the purchase of a suitable site whereon to erect a Post and Telegraph Office in this town, I have the honor to offer you for the sum of one thousand pounds (£1,000) the present Post and Telegraph Office premises, leased by you at a rental of eighty pounds

pounds per annum, together with the adjoining allotment having a frontage of forty feet to the principal street in Singleton. I beg to enclose herein a sketch of the said property, shewing the situations of the buildings, and the dimensions of the whole block.

I would beg to point out to you the advantages for the purpose mentioned this property offers. It is without exception the most central site in town, being close to all the banks, and other principal business houses. Having a frontage to two streets (one being the main street), and being out of the reach of floods, it is considered by the public generally to be the most valuable piece of ground of its size in the town.

I might also state, the adjoining allotment above referred to was valued by the last municipal valuator at three hundred pounds.

I have, &c.,

THOS. H. MOORE.

[Sketch referred to similar to Sketch B, *vide* No. 7.]

No. 11.

The Secretary to the Post Office to Mr. T. H. Moore.

Sir,

General Post Office, Sydney, 4 July, 1874.

I am directed to acknowledge the receipt of your letter, dated the 30th ultimo, offering to sell to this Department for the sum of £1,000 the premises at present used as a Post and Telegraph Office at Singleton, and to inform you that the Postmaster General has decided to let the matter stand over until a Postal Inspector can visit the place in question.

I am, &c.,

S. H. LAMBTON,

Secretary.

No. 12.

Report of The Postal Inspector.

Sir,

Sydney, 24/8/74.

I have the honor to inform you, for the consideration of the Honorable the Postmaster General, that I visited at Singleton the three allotments offered as a sites for Post and Telegraph Offices.

The allotment of land the property of Mr. Ash, owner of the "Royal Hotel," is contiguous to the hotel, and is too far from the centre of the population; for that reason it would not suit.

Mr. Moore's block, which contains (as per plan) the building where the Postal and Telegraph business is now transacted, is central, but the house is not suited. In my opinion the sum asked for this property would be sufficient, or nearly so, to buy a piece of land and erect a building more adapted for the purpose.

Mr. John Browne's allotment is, I think, the best of the three offered, it being only a short distance from Mr. Moore's block, as central, and having a large frontage to the principal street (George-street).

I have, &c.,

G. DE MILHAU.

Submitted.—S.H.L., 10/9/74. Write to Mr. W. C. Browne, and say that I shall be glad to see him with reference to this matter when next he visits Sydney.—S.S., 14/9/74.

No. 13.

The Secretary to the Post Office to W. C. Browne, Esq., M.P.

Sir,

General Post Office, Sydney, 15 September, 1874.

Adverting to my letter, dated the 4th July last, with reference to a site for the erection of the proposed new Post and Telegraph Office at Singleton, I am directed to inform you that the Postmaster General will be glad to see you in the matter when you can make it convenient to call here.

I have, &c.,

S. H. LAMBTON,

Secretary.

No. 14.

Minute of The Postmaster General.

PROVISION might be made on the next Estimates (say £1,500) for the purchase of land and the erection of new Post and Telegraph Offices at Singleton. If the amount is voted, I advise that the land recommended by the Postal Inspector be purchased; but before any purchase is concluded, it should be valued by some competent and trustworthy person, to ascertain whether the sum asked is a fair price.

S.S., 6/10/74.

No. 15.

The Secretary to the Post Office to The Under Secretary for Public Works.

Sir,

General Post Office, Sydney, 8 October, 1874.

I am directed to request that you will be so good as to move the Secretary for Public Works to cause a sum of money (say £1,500) to be placed on the next Estimates, for the purchase of land at Singleton, and the erection thereon of new Post and Telegraph Offices.

I am to state that the site which has been recommended to this Department as most suitable for the proposed new offices, is an allotment 116 ft. x 100 ft., situated in George-street, Singleton, being the property of Mr. John Browne, who asks £320 for the same.

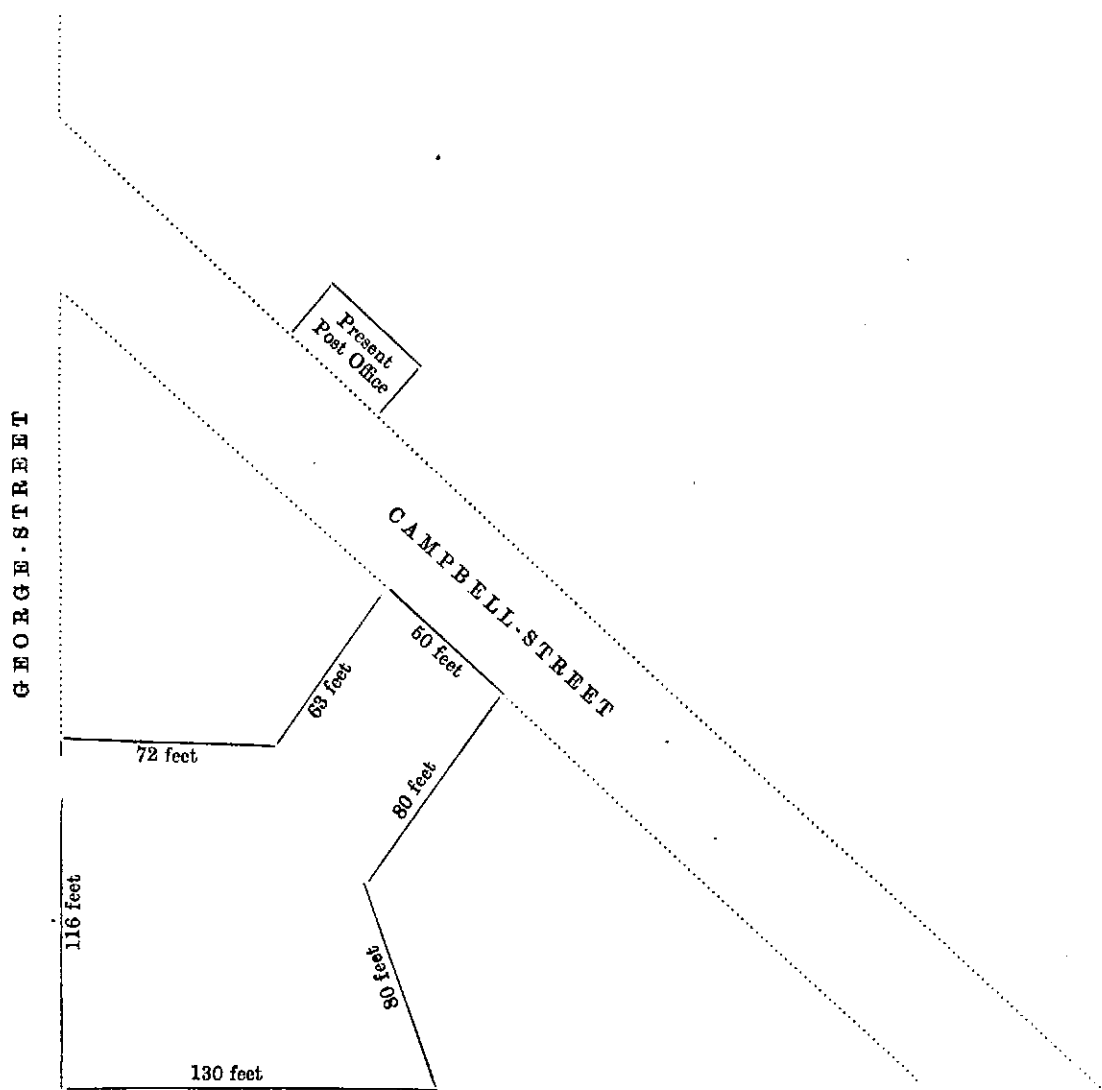
Should

Should Parliament make the necessary provision in the matter, the Postmaster General would recommend that the site above mentioned be secured; but that before any purchase is concluded, the land in question be valued by some competent and trustworthy person to ascertain whether the sum asked is a fair price.

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

Approved, and request Mr. Cowlshaw to value land.—J.S., 9/10/74. Railways, 10/10/74.—
B.C., G.H. for U.S. Mr. Cowlshaw, B.C.

I have, in company with Mr. Browne, the proprietor, inspected the land referred to in this letter, and submit sketch herewith. The measurements described are as nearly correct as I could get at, but not strictly so. From inquiries which I made as to the price of land in this neighbourhood, I am of opinion the amount asked, viz., £320, is a fair sum for it.—T.C., 28/10/74.



Public Works.—B.C., 28/10/74. The amount may now, I presume, be placed on Estimates, and Mr. Browne informed that the amount asked for site would be paid when voted by Parliament.—G.H., 30/10/74. Approved.—J.S., 31/10/74. Postmaster General.—J. SUTHERLAND, 1/2/75. Secretary to the Post Office.—B.C., 2/2/75, J.R. Submitted.—S.H.L., 4/2/75. Seen.—S.S., 4/2/75.

No. 16.

The Under Secretary for Works to John Browne, Esq., Singleton.

Sir,

Department of Public Works, Sydney, 3 November, 1874.

I am directed to inform you that the Secretary for Public Works has been pleased to authorize that the sum of £320 be placed on the Estimates for 1875 for the purchase of land, your property at Singleton, as a site for proposed new Post and Telegraph Station.

I am to add that the amount stated will be paid to you as soon as it shall have been voted by Parliament.

I have, &c.,
GERALD HALLIGAN,

For the U.S.

No. 17.

No. 17.

W. C. Browne, Esq., M.P., to The Secretary to the Post Office.

Sir,

Singleton, 4 December, 1874.

It has been asserted in Singleton by my opponents that I was instrumental in disposing of the site offered by my father, and accepted by the Government for a Post and Telegraph Office here. Would you please inform me if such is the case; and, if not, upon whose recommendation was the site accepted.

Yours obediently,
W. C. BROWNE.

No. 18.

The Secretary to the Post Office to W. C. Browne, Esq., M.P.

Sir,

General Post Office, Sydney, 7 December, 1874.

In reply to your letter, dated the 4th instant, I have the honor to inform you that I am not aware that any land has yet been purchased for Postal and Telegraph purposes at Singleton.

The Postal Inspector was sent in August last to report as to a suitable site, and he having recommended that offered by Mr. John Browne, the Postmaster General advised the Works Department to purchase that land, subject to valuation by a competent person.

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

No. 19.

Minute of The Under Secretary for Public Works.

Post and Telegraph Station, Singleton—£1,500 on Estimates, 1875.

Papers, B.C., Colonial Architect, 6/5/75.

THE sum of £1,500 having been voted for Post and Telegraph Station, Singleton, including purchase of land, on Estimates for present year, Mr. J. Browne, of Singleton, was informed from this Office (see copy of letter herewith) that his offer to sell the land required for, £320, was accepted. The Colonial Architect is requested to say what steps he has taken to complete the purchase.—B.C., 24/11/78, J.R.

I have taken no steps about the purchase, the arrangements not having been made through my department, and not having received any instructions in that matter. Plans for the building are in preparation.—26 Nov., 1875, J.B.

Amount must be re-voted, I presume.—14/12/75, J.R. Colonial Architect to complete purchase.—B.C., 15/12/75, J.R.

I would suggest that the Crown Solicitor would be the proper officer to complete this purchase, and see that the necessary conveyance is executed.—J.B., 7 Feb., 1876.

vide No. 16.

No. 20.

Memorandum of Secretary, Post Office, and Minute of Postmaster General.

Post and Telegraph Office, Singleton—further sum (£1,000) placed on Estimates for 1876, by direction of the Postmaster General, on 24th November, 1875. Approved.—J.F.B., 10/2/76.

Forwarded to the Under Secretary for Public Works, for reference when the Estimates are under consideration.—B.C., 10/2/76, S.H.L.

£1,000 voted on Estimates, 1876. The Colonial Architect is now requested to have purchase of land completed, and to carry out work.—B.C., 22/5/76, J.R.

No. 21.

Mr. James Moore to The Secretary to the Post Office.

Sir,

Singleton, 13 March, 1876.

Having reference to the business upon which I had the honor of a personal interview with you on Friday last—my property in this town part of which is held by the Government as a Post and Telegraph office,—I beg herewith to enclose rough sketch plan of same for your guidance, and to state that I am prepared to sell to the Government the whole block of this land with buildings thereon for the sum of £1,250 (twelve hundred and fifty pounds).

In submitting this offer I may explain for your information, that though the property in question was offered formerly to the Government for £1,000, the higher sum now asked does not approach the average increase in the value of all descriptions of properties in Singleton during the past twelve or eighteen months; that within the last few days unimproved land in a second rate street realized at public auction £5 per foot frontage; and that the block now offered to the Government is one of the only four in the business part of town not reached by the highest flood yet known.

As I am desirous of realizing at as early a date as possible, I shall be glad if this offer can be dealt with on or before the 31st instant.

I have, &c.,
JAMES MOORE.

[Sketch referred to similar to sketch marked B, vide No. 7.]

Inform Mr. Moore, that it appears from the records that the previous Government agreed to purchase land from Mr. Browne for the Post and Telegraph Office at Singleton, subject to Parliament making the necessary provision, and that consequently his offer of land and premises for the same purpose cannot be entertained.—J.F.B., 21/3/76.

No. 22.

7

No. 22.

The Secretary to the Post Office to Mr. James Moore.

Sir,

General Post Office, Sydney, 22 March, 1876.

In acknowledging the receipt of your letter dated the 13th instant, I am directed by the Postmaster General to inform you, that it appears from the records of this Department that the late Government agreed to purchase land from Mr. Browne of Singleton, as a site for the proposed new Post and Telegraph Office at that place, subject to Parliament making the necessary provision, and that consequently your offer of land and premises for the same purpose cannot be entertained.

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

No. 23.

J. Browne, Esq., to The Secretary to the Post Office.

Sir,

Sydney, 30 August, 1876.

Mr. John Browne, of Singleton, requests me to inform you that the Government nearly two years ago agreed to purchase from him a portion of land in Singleton as a site for the Post and Telegraph Office proposed to be erected shortly, and that he is prepared as soon as it is convenient to you to hand over the title deeds on payment of the sum agreed upon. As great delay has already occurred, I trust this matter will be completed at once.

I have, &c.,
W. C. BROWNE,
For JOHN BROWNE.

Refer to the Works Department.—J.F.B., 11/9/76. The Under Secretary for Works.—
B.C., 11/9/76, S.H.L. Colonial Architect for report, and with reference to previous papers. Urgent.—
B.C., 13/9/76, J.R.

No. 24.

Minute of The Secretary to the Post Office.

SEND accompanying deeds to the Crown Solicitor by Postmaster General's direction, stating that they have reference to land purchased by the Government at Singleton from Mr. John Browne for Post and Telegraph Offices.

Request acknowledgment.

S. H. L.,
3/11/76.

No. 25.

The Secretary to the Post Office to The Crown Solicitor.

Sir,

General Post Office, Sydney, 3 November, 1876.

I am directed to forward herewith the deeds hereunder described, having reference to land purchased by the Government at Singleton from Mr. John Browne, as a site for the erection of Post and Telegraph Offices at that place, viz. :—

1. Release from Benjamin Singleton and wife to William Nowland, dated 16th July, 1839.
2. Lease for a year from Benjamin Singleton to John Browne, dated 9th December, 1840.
3. Release from Benjamin Singleton and wife to John Browne, dated 10th December, 1840.
4. Conveyance from William Nowland, and wife, and another, to John Browne, dated 17th February, 1851.

I am to request that you will be so good as to acknowledge the receipt of this letter.

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

No. 26.

The Crown Solicitor to The Secretary to the Post Office.

Sir,

Crown Solicitor's Office, Sydney, 15 December, 1876.

Referring to your letter of date 3rd December, forwarding deeds of land agreed to be purchased from Mr. John Browne of Singleton, I beg to remind you that you have not informed me as to the amount of the purchase money to be paid to Mr. Browne.

I presume the whole of the two parcels of land described in the conveyances, Singleton to Browne, and Nowland to Browne, are the lands to be conveyed.

I have, &c.,
JOHN WILLIAMS,
Crown Solicitor.

I am unable to furnish the information asked for by the Crown Solicitor. Perhaps Mr. Rae can do so.—B.C., 20/12/76, S.H.L. Colonial Architect to supply the necessary information to the Crown Solicitor direct.—B.C., 22/12/76, J.R. In regard to purchase of site for Post and Telegraph Office, Singleton, the matter has been finally arranged, and I now submit a plan of a building considered suitable for the requirements of the district, the cost of which is estimated at £3,000; the amount voted for the work, including purchase of site, is £2,500, the sum of £320 has been paid for the latter, leaving a balance available only of £2,180. If the plan is approved a further sum of £820 will require to be provided on Estimates. Previous papers herewith.—J.B., 17/1/77. Postmaster General, with plan.—B.C., 18/1/77, J.R.

No. 27.

No. 27.

The Secretary to the Post Office to The Crown Solicitor.

Sir, General Post Office, Sydney, 8 January, 1877.
 With reference to the land to be conveyed to the Government by Mr. John Browne, of Singleton (for the erection of a Post and Telegraph Office at that place), I am directed to inform you that the amount of the purchase money agreed to be paid for the same is three hundred and twenty pounds (£320).

I have, &c.,

S. H. LAMBTON.

It has been agreed by the Cabinet that tenders be at once invited.—J.F.B., 12/2/77.

No. 28.

The Crown Solicitor to The Secretary to the Post Office.

Sir, Crown Solicitor's Office, Sydney, 13 January, 1877.
 I have the honor to inform you that the deed of conveyance to Her Majesty of the two allotments of land at Singleton purchased by the Government as a site for the erection of Post and Telegraph Offices, is now in my hands, duly executed by the vendor, Mr. John Browne, and that the purchase money therefor, £320, may now be paid to him.

I forward voucher for this amount, which has been signed by Mr. Browne, with an authority at foot for payment of the money to the Joint Stock Bank, Sydney.

You will please advise me as to payment, &c.

I have, &c.,

JOHN WILLIAMS,

Crown Solicitor.

No. 29.

The Secretary to the Post Office to The Crown Solicitor.

Sir, Sydney, 23 January, 1877.
 With reference to your letter dated the 13th instant, intimating that the vendor (Mr. Jno. Browne) has executed the conveyance of the land purchased for the erection of Post and Telegraph Offices at Singleton, and enclosing voucher for the amount of the purchase money, I am directed to inform you that no provision having been made therefor on the Estimates of this Department, the voucher in question, accompanied by a copy of your communication, has been forwarded to the Department of Public Works, with a request for the taking of the necessary steps in adjustment of the claim.

I have, &c.,

S. H. LAMBTON.

No. 30.

The Secretary to the Post Office to The Under Secretary for Public Works.

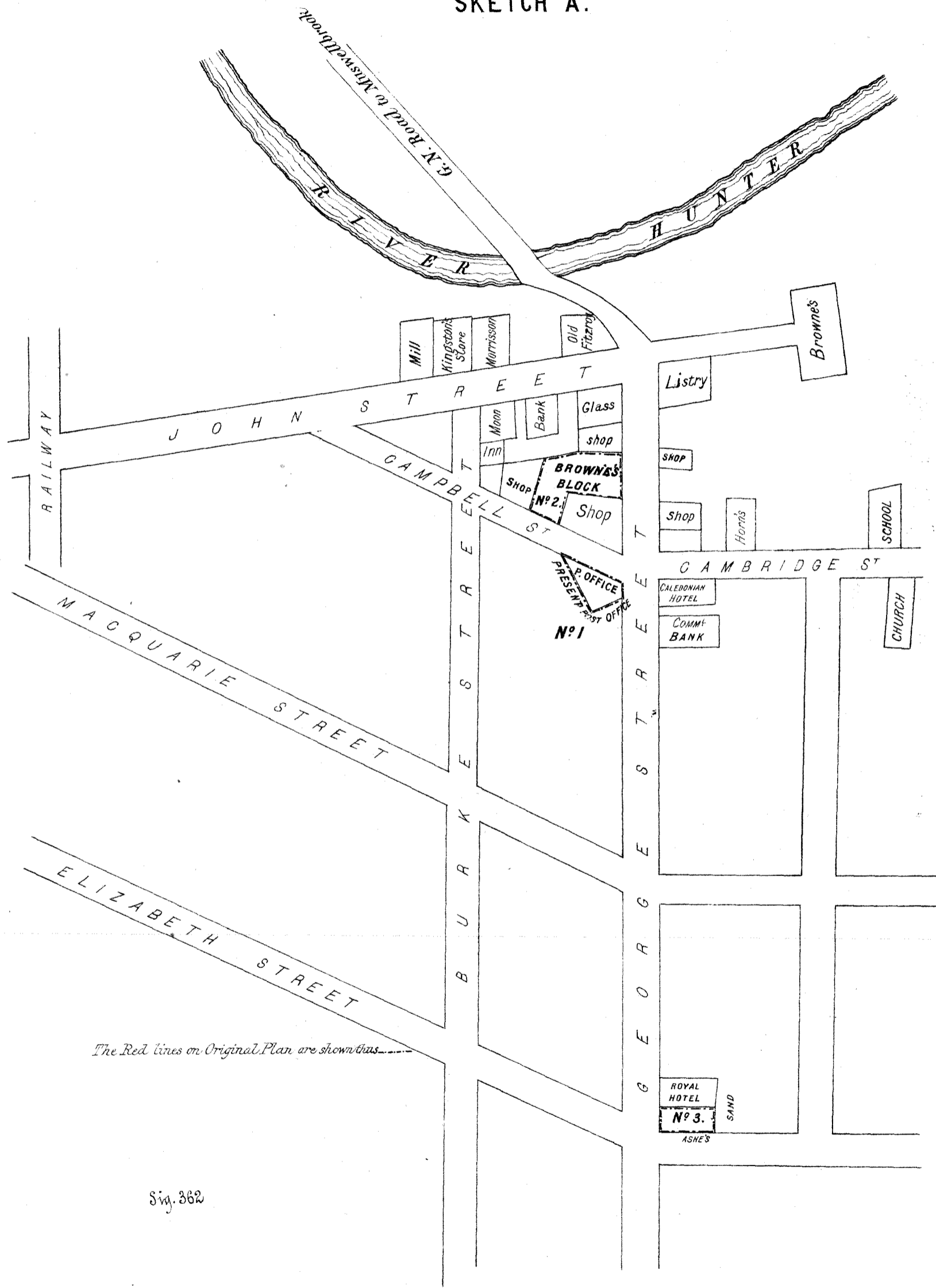
Sir, General Post Office, Sydney, 23 January, 1877.
 I am directed to forward herewith copy of a letter received from the Crown Solicitor, dated the 13th instant, with reference to the payment of the purchase money for the site of the new Post and Telegraph Office at Singleton, and to state that no provision has been made in the matter on the Estimates of this Department I am, therefore, to request that you will be good enough to move the Secretary for Public Works to cause the necessary steps to be taken for the adjustment of the vendor's claim, £320, as per accompanying voucher.

I have, &c.,

S. H. LAMBTON.

[Two plans.]

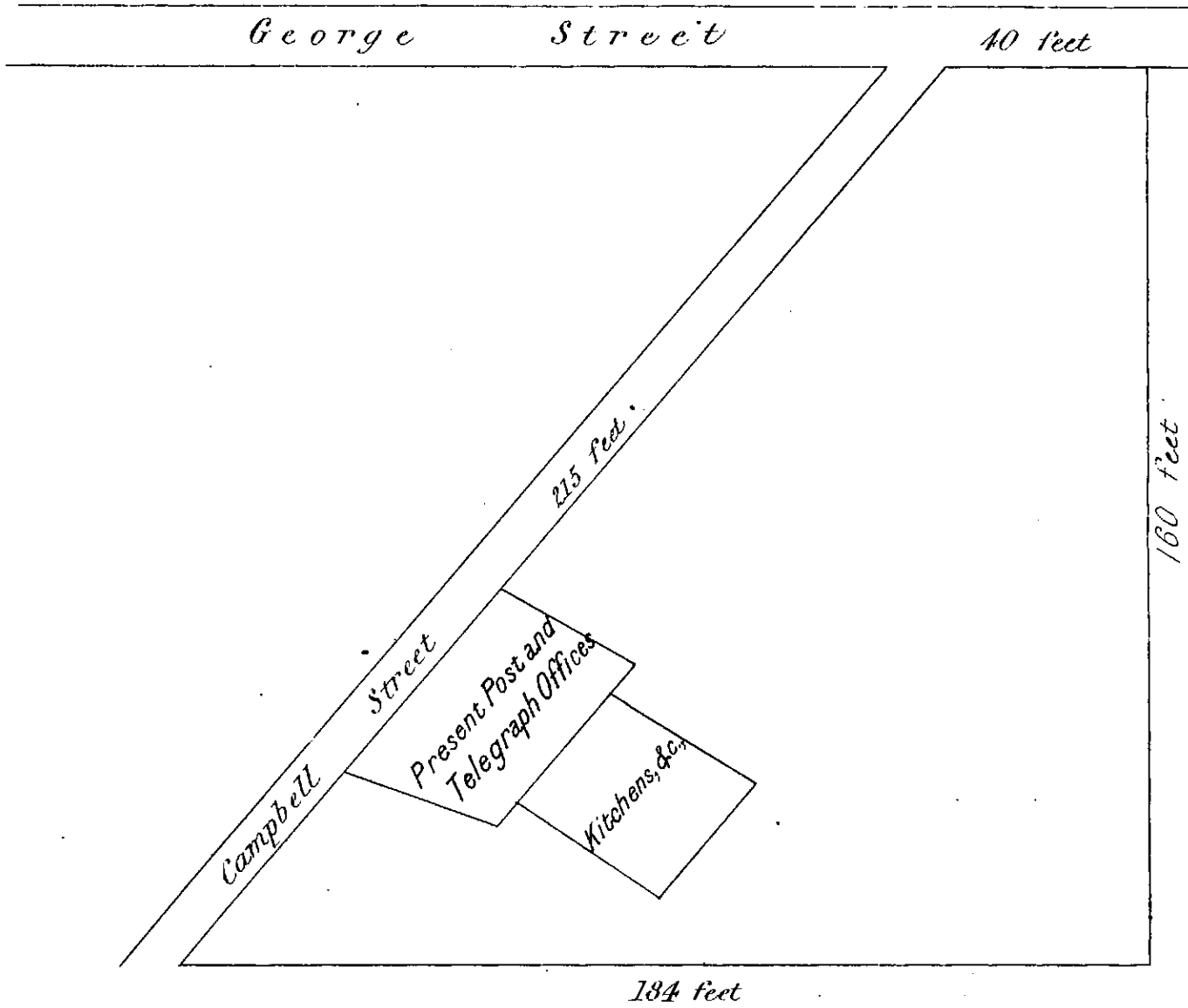
SKETCH A.



The Red lines on Original Plan are shown thus

SKETCH B.

Appendix B



Dimensions.

- 7 feet frontage to George Street.
- 15 " " " Campbell Street.

A L L O T M E N T S

(Sig. 362)

1877-8.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

PARRAMATTA POST AND TELEGRAPH OFFICE.

(PARTICULARS OF WORK PERFORMED, AND SALARIES PAID TO PERSONS EMPLOYED IN.)

Ordered by the Legislative Assembly to be printed, 12 March, 1878.

[Laid upon Table in accordance with promise made in answer to Question 7, Votes No. 39, 12 March, 1878.]

No. 1.—THE average number of mails received, sorted, and forwarded at the Parramatta Post Office daily, from the 1st of July, 1877, to the 31st of January, 1878, was as follows:—

Received	...	...	...	...	...	27
Sorted	...	...	...	...	...	64
Forwarded	...	...	...	...	...	37

No. 2.—THE number of letters received and forwarded during the same period was as follows:—

Received	...	...	...	...	172,746
Forwarded	...	...	...	...	212,219

No. 3.—THE number of telegrams received and forwarded during the same period was as follows:—

Received	...	...	...	...	3,285
Forwarded	...	...	...	...	3,290

No. 4.—THE number of persons engaged in the Post and Telegraph Office at Parramatta is 9.

No. 5.—THE names and amount of salaries paid to each person annually are as follows:—

Postmaster	...	...	T. W. H. Dee	...	...	£160	0	0
First Assistant	...	...	Mrs. Dee	...	...	50	0	0
Second do.	...	...	John Ashley	...	...	104	0	0
Telegraph Operator	...	...	W. G. Drew	...	...	120	0	0
Do. Messenger	...	...	T. Sheehy	...	...	52	0	0
Letter Carrier	...	...	S. F. Sandon	...	...	132	0	0
Do.	...	...	W. Hayes	...	...	108	0	0
Do.	...	...	R. E. Lacy	...	...	108	0	0
Do.	...	...	J. Heffernan	...	...	108	0	0

General Post Office, Sydney, 12th March, 1878.

S. H. LAMBTON,
Secretary.

1877-8.

LEGISLATIVE ASSEMBLY.
NEW SOUTH WALES.

LETTERS OF REGISTRATION OF INVENTIONS

UNDER

16 VICTORIA, No. 24;

FOR

1875.

ORDERED BY THE LEGISLATIVE ASSEMBLY TO BE PRINTED,
27 *March*, 1878.



SYDNEY: THOMAS RICHARDS, GOVERNMENT PRINTER.

1878.

1877-8.

LEGISLATIVE ASSEMBLY.

NEW SOUTH WALES.

LETTERS OF REGISTRATION OF INVENTIONS.

(DESCRIPTIONS, SPECIFICATIONS, &c., ACCOMPANYING APPLICATIONS FOR.)

Ordered by the Legislative Assembly to be printed, 27 March, 1878.

RETURN (in part) to an *Address* of the Honorable the Legislative Assembly of New South Wales, dated 10 May, 1861, A.M., praying that his Excellency the Administrator of the Government would be pleased to cause to be laid upon the Table of this House (in addition to the Return already upon the Table),—

“(1.) A copy of the Descriptions and Specifications accompanying any applications for Letters of Registration of Inventions under the Act of Council 16 Victoria, No. 24, together with the date of application for such Letters of Registration, and when granted; also, copies of the Plans or Sections annexed, and of the Report, in each case.

“(2.) That His Excellency will cause similar Returns to be laid before Parliament annually.”

(*Mr. Hart.*)

INDEX.

No.	NAME OF APPLICANT.	DATE OF APPLICATION.	NATURE OF INVENTION.	WHEN GRANTED.	PAGE.
451A	August Friedrich Wilhelm Partz.	7 December, 1874.	Improvements in the manufacture of looso granular into solid sugar.	1875. 14 January ...	1
452	Joseph Grafton Ross ...	21 November, 1874	Improvement in the manufacture of sugar by means of the direct action of sulphur fumes upon the juice of sugar-cane.	12 January ...	5
453	Roger Seecombe	5 December, 1874.	Condensation of milk by the combination of dried atmospheric air compressed and steam.	14 January ...	7
455	John Johnston Smart, assignee of Charles H. Dana.	28 November, 1874	An improved sheep and cattle label, and a new machine for making them.	3 February ...	9
456	Henry Hudson, Robert Hudson, and William Hudson, assignees of Alfred Roberts.	29 October, 1874...	An improved description of window-frame for at all times securing perfect ventilation to buildings, to be styled "Roberts's patent self-acting ventilating window."	3 February ...	13
461	Andrew Bogle	7 December, 1874.	Improvements in machinery for brushing boots and shoes, and for polishing, grinding, and sharpening cutlery.	8 March	15
462	Gottlieb Wilhelm Daimler.	20 January, 1875...	Improvements in gas motor engines.....	11 March	19
463	James Boon.....	13 February, 1875.	Wooden bedstead posts for iron bedsteads.	24 March	23
464	William Rigg	8 February, 1875.	Improvements in wire fencing	30 March	25
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Page 79, line 11. For "Shythher" read "Stryker."

[1]



A.D. 1875, 14th January. No. 451A.

**IMPROVEMENTS IN THE MANUFACTURE OF LOOSE GRANULAR INTO
SOLID SUGAR.**

LETTERS OF REGISTRATION to August Friedrich Wilhelm Partz, for
Improvements in the manufacture of loose granular into solid Sugar.

[Registered on the 15th day of January, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting :

WHEREAS AUGUST FRIEDRICH WILHELM PARTZ, of the city of Auckland, county of Alameda and State of California, United States of America, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an "Invention for Improvements in the manufacture of loose granular into solid Sugar," which is more particularly described in the specification, marked A, and the two sheets of drawings, marked B and C respectively, which are hereunto annexed; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years: And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said August Friedrich Wilhelm Partz, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement for and during the term of fourteen years from the date hereof; to have, hold, and exercise unto the said August Friedrich Wilhelm Partz, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended: Provided always, that if the said August Friedrich Wilhelm Partz shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this fourteenth day of January, in the year of our Lord one thousand eight hundred and seventy-five.

HERCULES ROBINSON.

We certify the above to be a true copy of the original Letters of Registration granted to August Friedrich Wilhelm Partz, on the fourteenth day of January, 1875. -

HENRY CHATTO,
A. GOLDSMITH,

Clerks to LEVY & DE LISSA,
Solicitors, 173, Pitt-street.

15th January, 1875.

Improvements in the manufacture of loose granular into solid Sugar.

A.

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, AUGUST FRIEDRICH WILHELM PARTZ, of Oakland, in the State of California, United States of America, send greeting :

WHEREAS I am in possession of an invention relative to "Improvements in the manufacture of loose granular into solid Sugar," and have made solemn declaration that I verily believe myself to be the first and true inventor thereof :

Now know ye, that I, the said August Friedrich Wilhelm Partz, do hereby declare that the following complete specification, under my hand and seal, fully describes and ascertains the nature of my said invention and the manner in which the same is to be applied.

This invention embraces several mechanic devices and modes of operation, which are designed principally for effecting the transformation of loose granular sugar into small solid cubes or flat square blocks ; but part of which may also be used for converting granular sugar into cakes, slabs, or bars.

The first part of the invention relates to a compound mould, by means of which granular sugar, as it comes from a centrifugal machine, may be directly formed into rectangular blocks. In the following description of this mould reference is had to figures 1, 2, 3, and 4 on sheet I of the accompanying drawings, figure 1 representing an isometrical view of the mould, as put together for use, and figures 2, 3, and 4 separate like views of its component parts, showing more clearly their construction and mode of adjustment.

CC are rods of brass, two ends of which are riveted to a stout strip of the same metal, C', while the other two ends are secured by clamps to a wooden slab, C'', so that the whole forms a frame to which the slab C'' is to serve as a handle. Before attaching the latter, a series of thin strips of brass, bent in rectangular zig-zags, SS, and lastly a straight and thicker strip, S', all provided with holes near their ends, are strung upon the rods C in such a manner that when any successive two of the zig-zag bent strips are held together, they form a row of squares. The parts CC, C', C'', SS, and S', thus combined, as shown in figure 2, I will, for the sake of brevity, call a form. The strips and rods, instead of being made of brass may be made of some other metal or alloy, or of any other suitable material.

N is a tray consisting of a board of hardwood, at one end of which, on its upper side, shown in figure 3, is a bar, n, also of wood. At the opposite end of it, and at one of its sides, are metallic rims, N' and N'', projecting about half the width of the strips S above the face of the board. The bottom of the tray, as partially shown in figure 4, is provided with two racks, rr, the purpose of which will appear hereafter, and one of which forms one piece with the rim n'. r' r' are metallic plates fixed to the bottom.

To put the mould together, the form shown in figure 2 is taken hold of by the handle C'' and, being lowered at the opposite end so as to cause the strips S to slide together against the strip C', it is placed upon the tray, figure 3, by pushing the strip C' against the rim n', and letting the handle C'' down, so that the bar n slips in between it and the strip S'. The mould thus put together, as shown in figure 1, represents a series of square compartments, the zig-zag strips S being held in position between the bar n and the rim n'.

To produce by means of such a mould, according to the width of the strips S and the size of their zig-zags, either cubes or similar blocks of sugar, loose moist granular sugar is deposited upon the mould, so that it fills the square compartments, and, after being levelled, extends above them in a layer equal in thickness to about one-third of their depth. The layer of sugar must be even if the final product shall be of uniform hardness. The mould, after being charged, is therefore passed under a horizontal scraper fixed at the proper height. Or the object is attained more efficiently by the application of a contrivance hereinafter described. The mould is then brought under a press, or it is pressed between rollers, and by either of these means the sugar is compacted so as to be even with the edges of the strips S, and thus to be reduced to about three-fourths of its former bulk. After this the mould is placed in a nearly vertical position, the handle C'' being upward, when the form with the sugar is taken off the tray and suspended by its handle on a drying rack. Another form of the same construction as the one described is now placed upon the tray and the operation proceeds as before. When the sugar has become dry and hard, the forms are laid upon suitable frames, and by shifting the strips S asunder, the blocks of sugar are made to drop out from between them.

The tray, figure 3, may be made entirely of metal, and it is obvious that its construction, and also that of the form, figure 2, may in various ways be altered to suit some particular purpose. The essential feature of this part of my invention consists in forming sugar-moulds containing a series of square compartments by means of zig-zag shaped movable partitions strung upon a frame, or otherwise arranged together, and provided with a suitably contrived support.

The second part of my invention relates to a machine designed for expeditiously depositing and compressing loose granular sugar in such moulds as are herein above described, and in other moulds of suitable size and construction. In the following description of this machine reference is had to figures 5, 6, and 7, on sheet I, and figures 8 and 9 on sheet II of the accompanying drawings, figures 5 and 6 representing end elevations and partial sections ; figure 7 a vertical cross-section, figure 8 a side-elevation, and figure 9 a plan of the machine.

F is an iron frame, from each end of which extends a pair of brackets, BB, and these, together with two cross-ties, gg, support a pair of slotted flange-rails, CC. R and R' are iron rollers, made like pulleys and set upon shafts that lie in fixed bearings, and have spur-wheels, Q and Q', attached to them. These wheels are geared to a smaller spur-wheel, a, which is upon the same shaft, A', with a transmission pulley, a', and the driving pulley, A. The rollers R and R' are placed so as to project about one-sixteenth of an inch above the rails C. P and P' are rollers made of wood, secured by iron flanges. P has at its circumference a layer of well-joined staves of hardwood, while P' is covered with a layer of vulcanized india-rubber. The shafts of these rollers lie in adjustable sliding boxes, tt, pressed down by rubber springs, zz. The space between the lower and upper rollers, after the boxes t have been properly set by bolts underneath them, is not quite equal to the height of the mould (figure 1.) T is a wooden trunk, open at both ends, and fastened by stays, e, and braces, e', to the frame F, so as to stand just far enough above the rails,

C,

Improvements in the manufacture of loose granular into solid Sugar.

C, that, when the mould (figure 1) is placed upon the latter, it can be passed under the trunk without touching it. That side of the trunk which is towards the roller P is several inches shorter than the other sides. D is a shaft upon which are keyed two pinions, x , a pulley, x' , and a spur wheel x'' , which latter is geared to the spur-wheel Q by means of an intermediate wheel, Q'. The pinions x are made to correspond to the racks r at the bottom of the tray N, and they are so inserted in the rails C, above which they project the height of their teeth, that when a mould like figure 1 is slid upon the rails against them, it is caught and pushed under the trunk T. V is a roller lying, in open bearings, a little less than the height of the mould, figure 1, above the rails, and having the purpose of counteracting the slight lifting tendency of the pinions x . vv are plates of brass stiffened by ribs and attached to levers, v' , which reach through slots in the sides of the trunk, and have their fulcrums at v'' . The upper edges of the plates v are overlapped by sheets of brass fastened to the sides of the trunk and leaving sufficient space above the plates to admit of their being moved up and down about half an inch. K is a shaft that holds two cam-eccentrics, kk , a bevelled friction wheel, d , and a pulley d' , which is geared by a cross belt to the pulley d' . The cam-eccentrics k are close below the free arms of the levers v' , and to insure a sudden dropping down of the latter after being raised by the cams, two springs, $k'k'$, fastened to the trunk T, are made to bear upon them.

Mated to the bevelled friction-wheel d is a like but smaller wheel, d' , keyed upon one end of a shaft, which lies in boxes upon one side of the frame F, and to the other end of which is attached a short crank, O. u is a blade of rolled brass, furnished with teeth like a saw and suspended by steel strips, $u'u'$, from a pair of arms, $u''u''$, bolted to the trunk T. The steel strips are united by another blade, O', and to the latter is joined a connecting rod, O', attached to the crank O. The saw-blade u , the teeth of which are about one quarter inch in length, is so adjusted that when the mould, figure 1, is placed upon the rails beneath it, the teeth are about three-sixteenths of an inch from the strips S. The blade is movable in guides fixed to a cross-bar, l . The side of the blade towards the trunk is nearly covered by a board, l' , joined to the sides of the trunk and having its lower edge faced with a strip of brass. Between the board l' and the trunk is a shaft which is made of or covered with brass, and from which project four rows of pins of the same metal. The shaft lies in bearings attached to the sides of the trunk T, and is turned by a pulley, b , which is geared by a cord to the pulley x' . h is a board, the lower edge of which is bevelled and faced with brass; it is hinged to a pair of bolts secured to the frame F, to which are also secured two plates, $m m$, of angular shape. In each of these plates is fastened a bolt which passes through a rubber spring, i , held by a nut, and also through the board h . The latter, which represents a scraper, is so placed, partly by adjusting the springs i , that its brass-faced edge is a little less than the height of the mould, figure 1, above the rails C. $p p$ are boards supported by blocks $p'p'$, and bolted to the frame F. The boards are lengthwise sawed into, and strips of sheet india-rubber are stuck into the slots, so that they stick out about a fourth of an inch, their edges being in contact with the rollers P and P'.

In order to be able to carry on a continuous operation, it is necessary to provide about twenty trays like figure 3, and about 2,500 forms like figure 2, to be used in connection with the above described machine.

The work begins with transmitting power to the pulley A, so that it revolves about forty times per minute, and sliding a couple of moulds like figure 1 upon the rails C, under the trunk T, which is thereby supplied with a temporary bottom. Moist granular sugar, fresh from a centrifugal machine, is then dropped from an upper floor through a tube into the trunk until it is nearly full, and this supply is regularly continued, and the trunk kept nearly full of sugar while the operation goes on. Moulds are now placed in quick succession upon the rails in front of the trunk, and shoved one close after another against the pinions x , by which they are moved under the trunk, pushing those before them onward. The moulds are put upon the rails in such a way that the handles of the forms are towards the workmen, who are stationed on that side of the machine which is free of gear-wheels; and to facilitate the manipulation the rails are extended about six feet upon a wooden frame joined to the brackets B. In passing beneath the trunk the moulds are charged with granular sugar under the pressure of its superincumbent mass, the ready descent of the sugar to the moulds being more fully insured by the short and quick up and down motions of the plates v , caused by the cam-eccentrics k , lifting the levers v' , and the springs k' throwing them back again. The rows of pins upon the shaft turned by the pulley b serve the purpose of breaking any lumps that may happen to be mixed with the granular sugar. On emerging from beneath the trunk the moulds pass under the saw u , which has a rapid reciprocating motion, as will be seen from the gearing, and by which the sugar upon the moulds is gauged and distributed, so as to form an even layer of about one quarter inch above the partitions S. Pushed on to the rollers R P, the moulds are caught and made to pass between them by the motion of the lower roller, the upper one turning by friction; and while they are forced through the sugar they contain is compacted with a pressure equal to that which the springs z have been set to resist. The moulds then slide along under the scraper h , by which any sugar that may yet remain above their partitions is removed, whereupon they are caught by the rollers R' P', and in passing between them a smooth surface is imparted to the sugar. It will be noticed that the spur-wheel Q' is smaller than Q, so that the roller R' turns faster than R. The object of this is, that each mould, on being caught between the rollers R' P' be quickly moved along, and thus a space be gained between it and the following mould for the sugar taken off by the scraper to fall through. The rubber strips held by the boards p are intended for the purpose of keeping the rollers P and P' clear of adhering sugar. After the moulds have left the rollers R' P', they are removed from the rails, and the forms are taken off the trays in the manner herein above stated. The trays are at once transferred to the other end of the machine to be re-employed, and the sugar contained in the forms is now ready for drying, which operation is the subject of another part of my invention.

As the principal improvements embodied in the above described machine, I claim—

First.—The employment of rollers, instead of a platen-press, for compacting granular sugar, which has the advantage of admitting a higher rate of speed and requiring a far less exertion of power, inasmuch as the full available pressure is temporarily confined to a small area, and the air contained in the sugar is in great measure allowed to escape; whereas in using a platen-press the air, being much more confined, has mostly to be compressed in proportion as the bulk of the sugar is reduced.

Second.

Improvements in the manufacture of loose granular into solid Sugar.

Second.—The depositing of granular sugar upon moulds by passing them under an open upright trunk, which is filled and kept supplied with sugar from above; and in combination therewith the gauging and even distributing of the sugar upon the moulds by a toothed blade of metal or any equivalent thereof, which is kept in a rapid horizontal motion, and the consequent friction of which with the sugar prevents the latter from adhering to it and forming a crust.

The third part of my invention relates to a process for expeditiously drying the sugar compacted in cubes or similar blocks as herein above set forth. The process consists in gradually passing the forms containing the sugar through a chamber, through which, at the same time, a current of heated air is conducted in the opposite direction, fresh supplies of moist sugar being introduced and the dried sugar removed without the workmen having to enter the chamber, in which the temperature may therefore be as high as the sugar will bear without injury.

The chamber should be long and narrow, but may either be extended horizontally upon a floor or built upright like a stack. Where there are no local obstacles, a horizontal chamber is preferable. In connection with such a chamber racks are employed, which are mounted on small wheels, and have a number of arms, on which the forms holding the sugar are suspended by their handles. The racks are placed and moved upon tracks, which extend through and beyond the chamber. After the introduction of each rack with moist sugar the chamber is closed at both ends by sliding doors, and a current of hot air coming through a pipe from an air-heating apparatus, through which the air is forced by a fan-blower or other means, is let into the chamber by opening a damper at one end of it, the air, charged with moisture taken up from the sugar escaping through a stack at the other end, at which the racks are entered. Be it assumed that the operation has been going on for some time, that the chamber is filled with racks loaded with sugar, and that a rack has been freshly supplied with moist sugar outside. On finding the sugar upon the rack at the exit end of the chamber to have become dry, the air damper is closed, both sliding doors are opened, and the rack with moist sugar is run in, while the one with dry sugar is run out, whereupon the doors are closed again and the damper is reopened. The forms with dry sugar are now taken off, and the empty rack is, by the use of turntables or other means, run off on a cross-track, then along a track parallel with the one inside of the chamber, and by another cross-track back to the place of entrance, where it is again supplied with moist sugar and subsequently passed into the chamber,—and thus the operation continues. Instead of a single chamber, there may be two or more adjoining chambers used at the same time, and attended to alternately.

In employing an upright chamber, two endless parallel chains, about five feet apart and connected at short intervals by horizontal rods, are hung over wheels upon a shaft at the upper end of the chamber, which is divided by a vertical partition. The shaft is slowly revolved, and a current of heated air is made to pass up one of the compartments of the chamber and partly down the other. The forms containing the sugar are provided with hooks, by which they are suspended on the rods, being introduced through an opening in the side of the chamber, near its bottom. While the forms ascend on one side and descend on the other, contrary to the current of air, the sugar is dried, and is thereupon removed through the same opening through which the moist sugar is introduced.

Under this head I claim the mode of drying sugar in forms or moulds, by gradually passing them through a chamber, through which, at the same time a current of heated air is passed in the opposite direction, the sugar being supplied and removed from the outside, so that a higher temperature can be applied than is admissible where workmen have to enter the drying-room.

In witness whereof I have hereunto set my hand and seal, this thirty-first day of August, eighteen hundred and seventy-four.

Witnesses—

W. EPPERHEIMER.

F. C. WEGENER.

AUGUST F. W. PARTZ.

We certify the above and next preceding seventeen pages to be a true copy of the original specification referred to in the Letters of Registration.

HENRY CHATTO,

A. GOLDSMITH,

Clerks to LEVY & DE LISSA,

Solicitors, 173, Pitt-street, Sydney.

15th January, 1875.

This is the specification, marked A, referred to in the annexed Letters of Registration granted to August Friedrich Wilhelm Partz, this fourteenth day of January, 1875.

HERCULES ROBINSON.

REPORT.

SIR,

We do ourselves the honor to report that, on examination of August Friedrich Wilhelm Partz's petition, specification, drawings, and claim for "Improvements in the manufacture of loose granular into solid Sugar," transmitted to us under your B.C. communication of the 12th instant, No. 74-7,075, we see no objection to the issue of Letters of Registration as asked for.

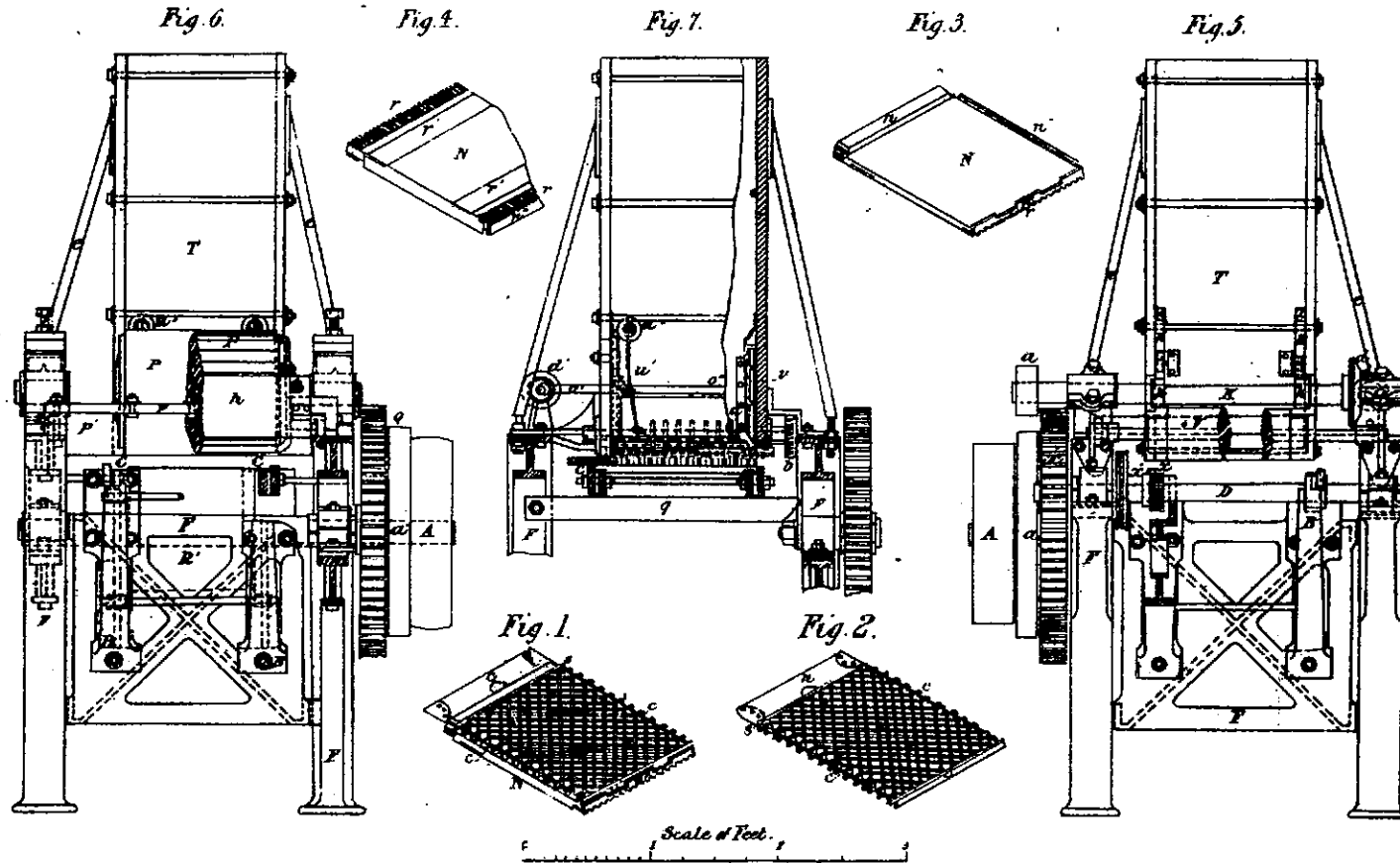
Sydney, 23 December, 1874.

We have, &c.,

GOTHEK K. MANN.

CHAS. WATT.

THE PRINCIPAL UNDER SECRETARY.

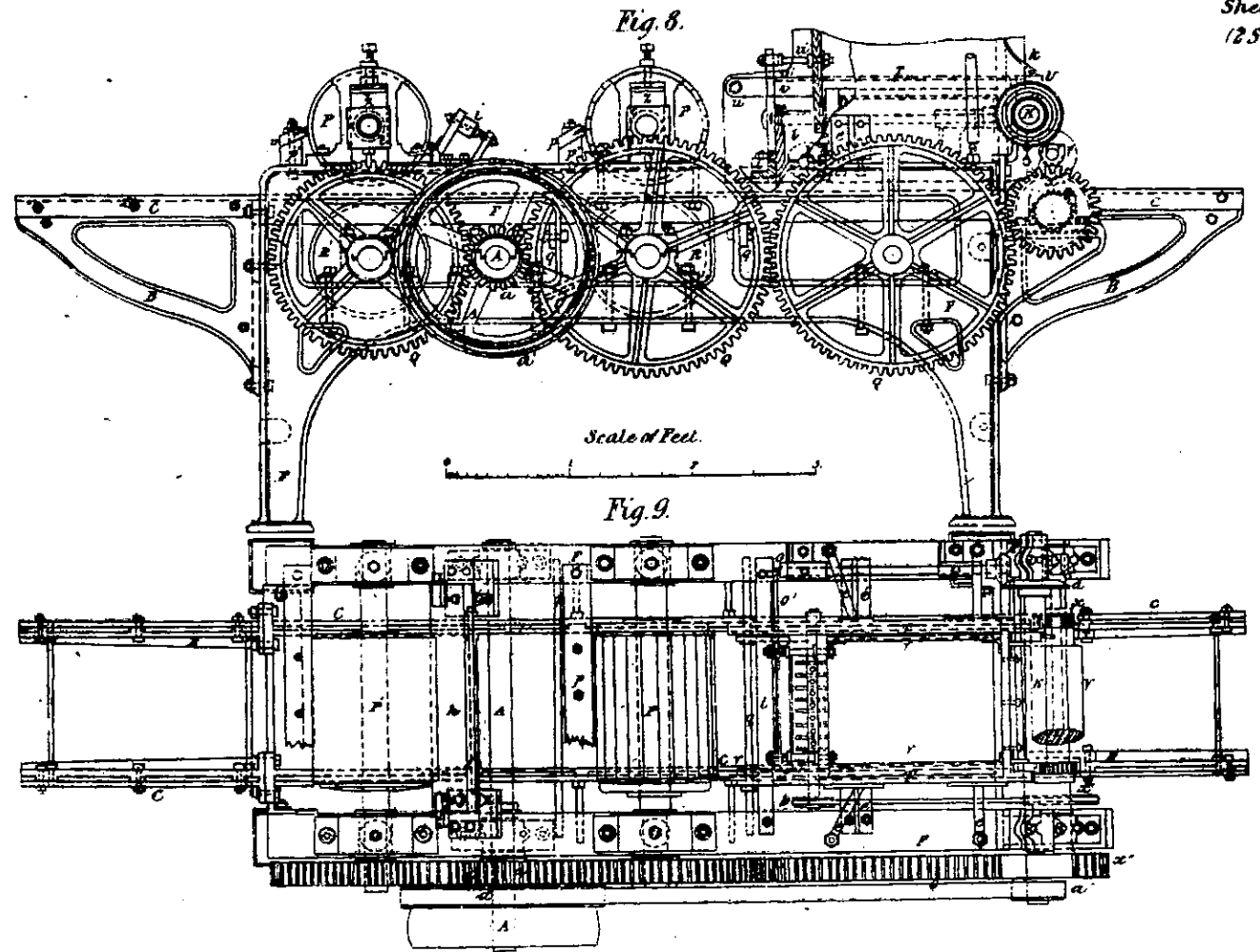


We certify the above Drawings marked B, to be a true copy of the Original Drawings referred to in the Letters of Registration.

Henry Chatter | Clerks to Jay & DeLima, Solicitors,
A. Goldsmith | 73 Pitt street, Sydney,
15th January 1875.

This is the Sheet of Drawings marked B, referred to in the annexed Letters of Registration granted to August Friedrich Wilhelm Party this fourteenth day of January 1875.

Hercules Robinson



We certify the above Drawings marked "C," to be a true copy
of the Original Drawings referred to in the letters of
Registration.

Henry Chatto } Clerks to Ley & DeLissa, Solicitors,
A. Goldsmith } 173, Pitt-street, Sydney.
15th January, 1875.

This is the Sheet of Drawings marked C. referred to in the annexed
Letters of Registration granted to August Friedrich Wilhelm Party,
this fourteenth day of January 1875.

Hercules Robinson.

(Sig. B.)



A.D. 1875, 12th January. No. 452.

IMPROVEMENT IN THE MANUFACTURE OF SUGAR.

LETTERS OF REGISTRATION to Joseph Grafton Ross, for an Invention or Improvement in the manufacture of Sugar, by means of the direct action of sulphur fumes upon the juice of Sugar-cane.

[Registered on the 15th day of January, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Commander of the Most Distinguished Order of St. Michael and St. George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting:

WHEREAS JOSEPH GRAFTON ROSS, of the city of Sydney, in the Colony of New South Wales, Manager of the Colonial Sugar-refining Company of Sydney aforesaid, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention or improvement in the manufacture of Sugar, by means of the direct action of sulphur fumes upon the juice of the Sugar-cane, which is more particularly described in the specification and sheet of drawings which are hereunto annexed; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council sixteenth Victoria, number twenty-four; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years: And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said Joseph Grafton Ross, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof; to have, hold, and exercise unto the said Joseph Grafton Ross, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended: Provided always, that if the said Joseph Grafton Ross shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court, at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this twelfth day of January, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

Improvement in the manufacture of Sugar.

SPECIFICATION.

THE object of my invention is cheaply and effectively to bring the fumes from burning sulphur into intimate contact with the newly expressed juice of the sugar-cane, for the purpose of improving the colour of the sugar, checking fermentation, and rendering the process of manufacture more easy.

Near the mill I erect a small stove, A, in which, over a gas jet, B, or other means of combustion, I burn sulphur in powder, or roll, or lump. The fumes or vapour pass through a bent pipe, C, proceeding from the top of the said stove to a funnel, D, through which the juice from the mill falls into the pump-well, F. The juice running rapidly through the funnel, D, causes a current, which draws away the fumes or vapours from the stove as fast as produced, and causes also the juice to be thoroughly charged with said fumes or vapours.

I claim as my invention the application of sulphur fumes for purifying sugar-cane juice in the particular method above described, not confining myself to the precise details and proportions indicated, but embracing all cognate means of charging juice from sugar-cane, molasses, sugar in solution, or syrup, with the fumes or vapours produced by the combustion of sulphur, whether such fumes or vapours have been purified or not by passing through water or other substance; and especially the plan of bringing such fumes or vapours into intimate contact with the said juice or solutions by the current caused by running the said liquids past the mouth of the pipe from the stove.

This is the specification referred to in my Petition of 21 November, 1874.

J. GRAFTON ROSS.

This is the specification referred to in the annexed Letters of Registration granted to Joseph Grafton Ross, this twelfth day of January, 1875.

HERCULES ROBINSON.

REPORT.

Sydney, 11 December, 1874.

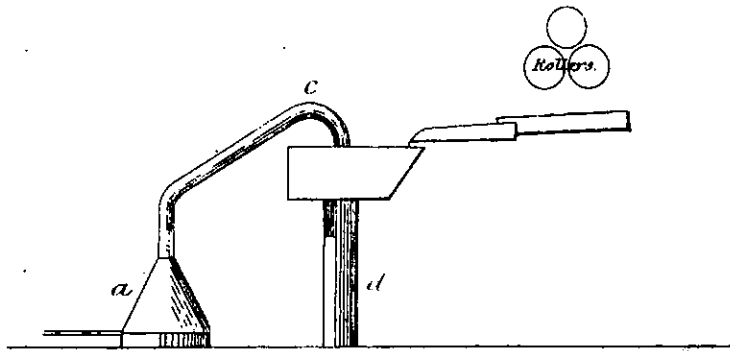
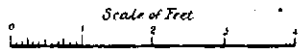
SIR,

We do ourselves the honor to recommend the issue of Letters of Registration securing to Mr. J. Grafton Ross the exclusive enjoyment of his "invention or improvement in the manufacture of Sugar, by means of the direct action of sulphur fumes," in accordance with his Petition, specification, drawing, and claim, transmitted for our report, under your B.C. communication of the 24th ultimo, No. 74/6,758, herewith returned.

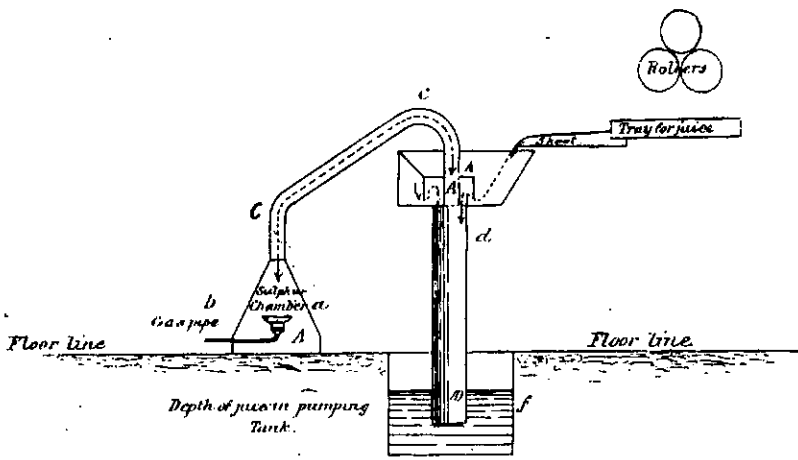
We have, &c.,
GOTHER K. MANN.
CHAS. WATT.

THE PRINCIPAL UNDER SECRETARY.

Drawing.

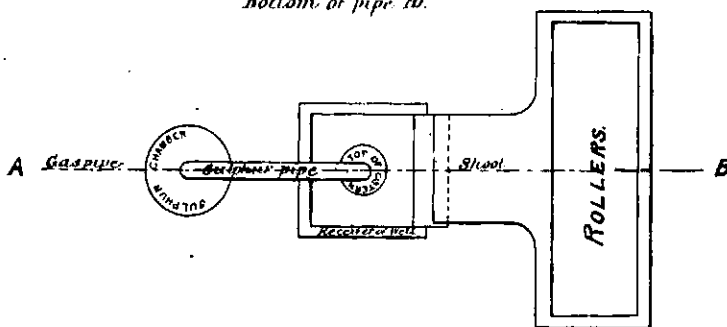


Side Elevation.



Section through A.B.

Bottom of pipe A.D.



Plan

This is the Sheet of Drawings referred to in the annexed Letters of Registration granted to Joseph Grafton Ross this twelfth day of January 1875. Hercules Robinson..



A.D. 1875, 14th January. No. 453.

CONDENSATION OF MILK.

LETTERS OF REGISTRATION to Roger Seccombe, for an Invention for the Condensation of Milk, by the combination of dried atmospheric air compressed and steam.

[Registered on the 15th day of January, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting :

WHEREAS ROGER SECCOMBE, of Milton, Ulladulla, in the Colony of New South Wales, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention for the "Condensation of Milk by the combination of dried atmospheric air compressed and steam," which is more particularly described in the specification and sheet of drawings which are hereunto annexed ; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four ; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years : And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said Roger Seccombe, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof ; to have, hold, and exercise unto the said Roger Seccombe, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended : Provided always, that if the said Roger Seccombe shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this fourteenth day of January, in the year of our Lord one thousand eight hundred and seventy-five.

(I.S.)

HERCULES ROBINSON.

Condensation of Milk.

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, ROGER SECCOMBE, of Milton, Ulladulla, in the Colony of New South Wales, send greeting :

WHEREAS I am desirous of obtaining Letters Patent for securing unto me Her Majesty's special license, that I, my executors, administrators, or assigns, or such others as I or they should or may at any time agree with, and no others, should, and lawfully might, from time to time, and at all times during the term of fourteen years, to be reckoned from the day on which this instrument is left at the Office of the Colonial Secretary, at Sydney, make, use, exercise, and vend within the Colony of New South Wales, "an invention for the Condensation of Milk" by the combination of dried atmospheric air compressed and steam—these combined powers being used for evaporating purposes; and in order to obtain the said Letters Patent, I must, by an instrument in writing under my hand and seal, particularly describe the nature of the said invention, and in what manner the same is to be performed: This may be ascertained by the annexed description, reference being had to the drawing, and to the letters and figures marked thereon, indicating the parts referred to.

R. SECCOMBE.

SPECIFICATION AND DESCRIPTION OF DRAWINGS.

Fig. 1 represents an elevation of the plant as now worked.

Fig. 2, sectional portion of above plan.

Fig. 3 is a transverse sketch of the milk-pans and steam baths, showing the arrangements for applying the steam and hot air.

A on fig. 1 represents the motive power for driving the air-pump B, which forces the air into the receiver C, from thence it is forced through the pipe D, which pipe passes through the fires of two furnaces, marked E and F respectively. By referring to the transverse sketch marked "fig. 3" the heated air then enters the telescope pipes marked *a' a'*, from thence passes into a series of perforated pipes, as shown in the plan fig. 2, and marked *b' b'*, which pipes are immersed in the milk through which the air passes and carries off the vapour. *C' C'* on fig. 3 represents stop-cocks for regulating the inlet of air to the milk-pans. I on fig. 2 shows a safety-valve designed to carry off the compressed air when it attains a certain pressure.

J on fig. 1, a boiler for generating steam to supply the motive power.

K is a boiler for generating steam to supply the steam baths H, whereby the milk contained in the pan G is heated. *d' d'* on fig. 3 represents stop-cocks for regulating the inlet of steam to the steam bath H.

R. SECCOMBE.

This is the specification referred to in the annexed Letters of Registration granted to Roger Seccombe, this fourteenth day of January, 1875.

HERCULES ROBINSON.

REPORT.

Sydney, 23 December, 1874.

SIR,

We do ourselves the honor to report that, on examination of the specification and drawing accompanying Mr. Roger Seccombe's application for Letters of Registration for "an invention for the Condensation of Milk," we are of opinion that there are no objections to the issue of the Registration asked for.

The documents transmitted to us under your B.C. communication of the 12th instant, No. 74,7043, are herewith returned.

We have, &c.,
GOTHEK K. MANN.
CHAS. WATT.

THE PRINCIPAL UNDER SECRETARY.

No. 454.

[Assignment of No. 242A. See page 73 of Return of 21 June, 1872.]

[Drawings—one sheet.]

FIG. 1.

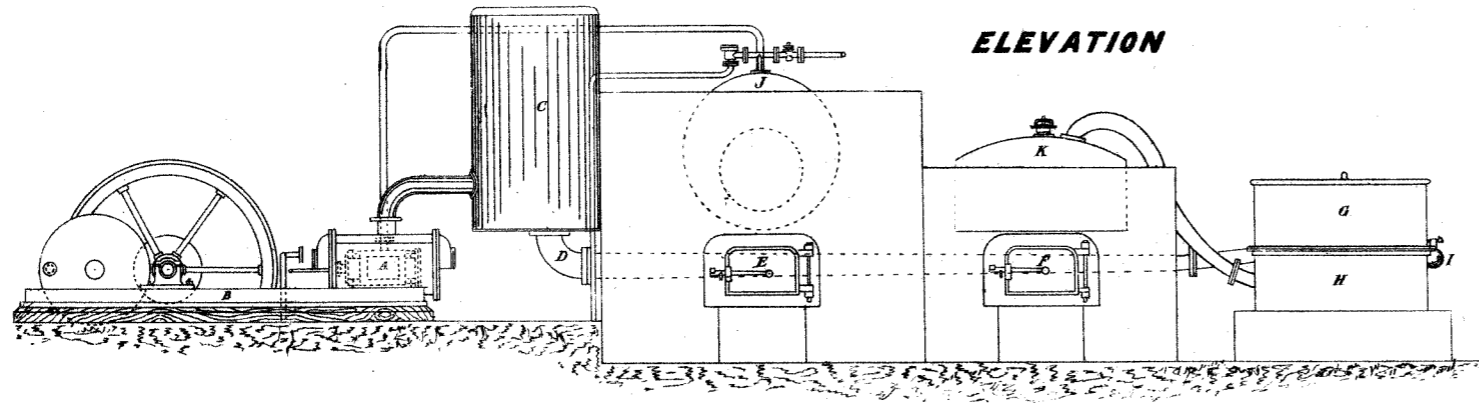


FIG. 3.

Sketch showing the arrangement of Valves and Slide pipes.

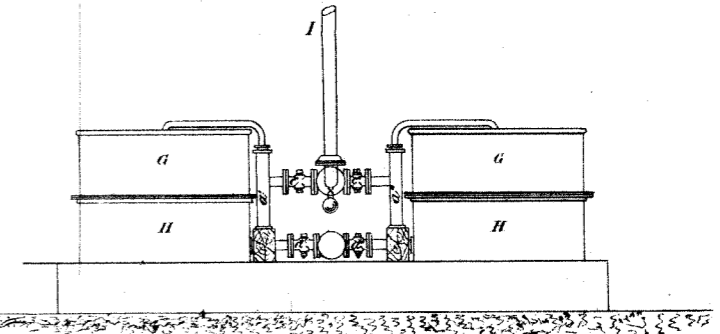
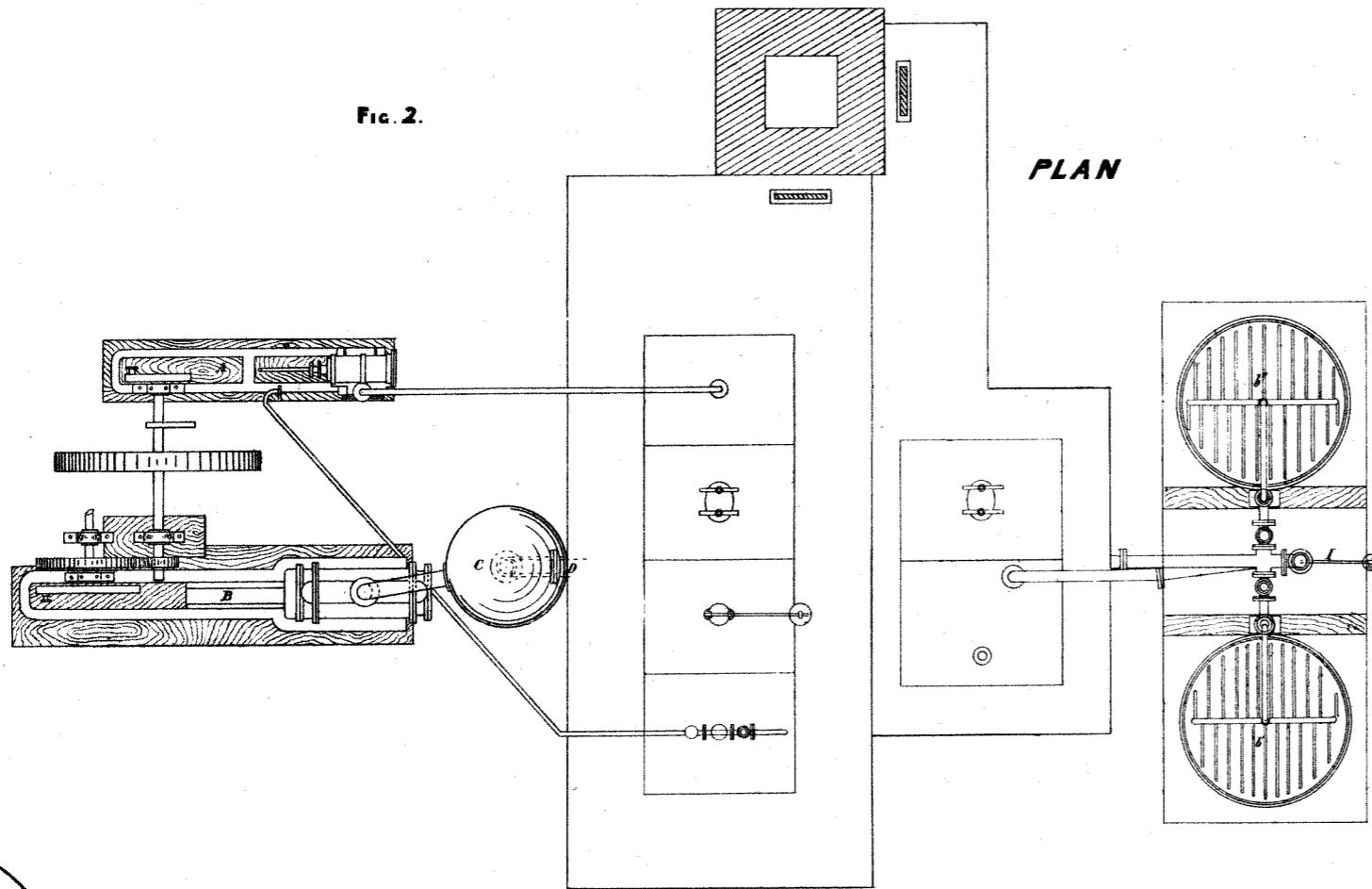


FIG. 2.



GENERAL PLAN
OF

MILK PRESERVING MACHINERY.

Scale $\frac{1}{2}$ inch = 1 Foot.

Davy & Co.,
Atlas Works,
Sydney.
Dec^r 2nd 1874.

This is the Sheet of Drawings referred to in the annexed Letters of Registration granted to Roger Seccombe, this fourteenth day of January, 1875.

Hercules Robinson.



A.D. 1875, 3rd February. No. 455.

AN IMPROVED SHEEP AND CATTLE LABEL, AND A NEW MACHINE FOR MAKING THEM.

LETTERS OF REGISTRATION to John Johnston Smart, for an improved Sheep and Cattle Label, and a new Machine for making them.

[Registered on the 4th day of February, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting:

WHEREAS JOHN JOHNSTON SMART, of Melbourne, in the Colony of Victoria, gentleman, hath by his Petition humbly represented to me that he is the assignee of Charles H. Dana, who is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention for "An improved Sheep and Cattle Label, and a new Machine for making them," which is more particularly described in the specification, marked A, and the three sheets of drawings, marked B, C, and D, respectively, which are herunto annexed; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years: And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said John Johnston Smart, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof; to have, hold, and exercise unto the said John Johnston Smart, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended: Provided always, that if the said John Johnston Smart shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court, at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this third day of February, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

An improved Sheep and Cattle Label, and a new Machine for making them.

A.

SPECIFICATION of JOHN JOHNSTON SMART, of Melbourne, in the Colony of Victoria, gentleman, for an invention intituled "An improved Sheep and Cattle Label, and a new Machine for making them."

REFERRING to the accompanying drawings which form part of this specification, figure 1 represents a view of a sheep's ear detached, showing the various positions in which the labels may be placed thereon; figure 2 a side elevation of a label ready to be inserted through the ear, where it is to be closed down upon it; whilst figures 3 and 4 are views of the label after it is closed down.

Various methods of marking cattle and sheep have been adopted by their owners to enable them to identify their respective flocks. It has been the practice of many to paint or mark the sheep with tar; but the mark so made was not permanent, and the tar on the wool has materially increased the labour of assorting it. These objections have been partially removed by the use of a metallic ring, with a metal tag bearing a name or number attached thereto, the ring being passed through a hole or slit in the sheep's ear.

This ring is liable to be caught in the bushes; and the jingling of the tag annoys the sheep, so that in trying to rid itself of the noise, or when scratching its head, the feet are frequently caught by the ring or tag, which is then torn out of the ear. This part of my invention has for its object to overcome the difficulties above enumerated, and consists in marking sheep and cattle by means of a metal strip bearing a name and number attached, by passing both of its ends through holes or slits in the ear, or by passing one end through a slit and the other end around the edge of the ear, and closing them down thereon, so as to leave no open space between the strip and the ear into which the brush can enter, thus preventing the possibility of the sheep being entangled, and making a distinct and permanent mark for life.

To enable others skilled in the art to understand and see this part of my invention, I will proceed to describe the manner in which I have carried it out.

In the said drawings, A represents a sheep's ear, which is punched or slit near the head about an inch from the edge of the ear, and a flat metal label, *a*, either plated with tin, or galvanized, to prevent corrosion, is attached thereto in the following manner:—The metal label is made in the machine hereinafter described, and is of the form represented in figure 2; it has stamped upon it the name, number, or other device required. One of the ends *b* or *c* (figure 2) is inserted within the hole or slit immediately on being cut, or after the ear has had time to heal, and the other end is passed around this edge of the ear, and the label being arranged in the desired position, it is closed down upon the ear in any desired direction, or by making two holes for each label, through which the ends of it are passed and closed down as before described.

By placing the metal label in different directions upon the ear, a shepherd may at once, and at a distance, recognize his sheep and cattle from those of his neighbour, or he may readily ascertain the various grades of sheep in the same flock.

The numbers on the labels may be recorded in a register, in order that the owner of the cattle or sheep may keep an exact history of the age and pedigree of each animal, and in the case of sheep, the weight and quality of the wool which it bears. The label herein described may be furnished at a small cost, and being made anti-corrosive can be used without injury to the sheep's ear, and when once in place serves as a permanent mark for life.

Referring now to my machine for making the labels hereinbefore described, figure 5 consists of a front elevation of my machine, figure 6 a vertical section through the same on the line *xx* of figure 5; whilst figures 7, 8, 9, 10, are details hereinafter referred to.

This part of my invention consists in a new and useful machine for making metal labels or rings for the purpose of marking or identifying cattle and sheep as hereinbefore described, in which the strip of metal is numbered and lettered, and the blank cut off and bent into the required shape to form the label, as will be more fully set forth and described.

To enable others skilled in the art to understand and use my machine, I will proceed to describe the manner in which I have carried it out.

In the said drawings (figure 1) A is a table upon which the machine stands, from which rise two heavy standards, B, B', in suitable bearings, in which runs the driving-shaft C, which carries at one end the fly-wheel D. E is a sliding-carriage which is moved up and down in suitable ways in the standards B, B', by means of a crank on the driving-shaft which is attached to the carriage by the connecting-rod *a*. F is a bed or anvil upon which is fed the strip of metal 17, from which the labels are to be formed, the strip being guided and held from moving laterally by passing through slots in projections *b*, *c*, rising from the bed F, and being fed forward until its end strikes against the gauge 8, as seen in figure 1.

The manner in which the strip 17 is numbered and marked with the name of the owner will now be described:—*d*, *d'*, *d''*, are wheels which revolve on a short shaft having its bearings in the lower end of the carriage E. On their peripheries, which are of hardened steel, are raised the numbers 0 to 9 inclusive, and the wheels *d* *d'* are each provided with a notch, that in the wheel *d* being of the greatest depth. These wheels are revolved by means of a pawl; *e* (figure 2), which is pivoted in a box, *f*, which is itself pivoted to the shaft on which the numbering wheels revolve, and to this box *f* is attached one end of a rod, *g* (figure 1), the opposite end of which is permanently attached to the standard B, and thus as the carriage E is moved up and down, the box *f* is rocked, which causes the portion 12 (figure 3) of the pawl *e* to strike successively against the shoulders formed by the numbers on the wheel *d*, and revolve it as required.

As soon as the wheel *d* has been turned an entire revolution, the portion 12 of the pawl *e* falls into the notch 13 in the wheel *d*, which allows the portion 14 of the pawl *e* to strike against one of the shoulders formed by the numbers on the wheel *d'*, and on the next movement of the pawl both wheels are moved together, so as to bring the next number on the wheel into line; as the pawl is carried back it is raised out of the notch 13 in the wheel *d*, which causes the portion 14 to clear the wheel *d'*, which is only moved at each complete revolution of the wheel *d* to bring its numbers successively into place. In a similar manner, as soon as the wheel *d'* has been turned an entire revolution the portion 14 of the pawl *e* falls into the notch 15 in said wheel, which allows the portion 16 of the pawl *e* to strike against one of the shoulders formed by the numbers on the wheel *d''*, and on the next movement of the pawl all three of the wheels *d*, *d'*, and *d''* are moved together.

As

An improved Sheep and Cattle Label, and a new Machine for making them.

As the pawl is carried back it is raised out of the notches 13 and 15 in the wheels d and d' , so as to cause the portion 14 and 16 to clear the wheels d' and d'' ; and the operation continues as before, the wheel d' being moved to bring its successive numbers into line after each complete revolution of the wheel d , and the wheel d'' being moved in a similar manner after each complete revolution of the wheel d' . These wheels are held from being revolved by their friction against each other, by means of springs, 9 (figure 2), which drop into the spaces between the numbers, and hold them until revolved by the pawl e , as required. The numbers 1 to 999 can thus be stamped on the labels by means of these wheels, as they are brought down by the descent of the carriage E upon the metal strip 17 on the bed F. The required name is stamped on the strip by means of the movable die h (figure 4), into which fit type n (figure 4), which is secured to the carriage E. G is a former, also attached to the carriage E, the lower ledge, i , of which, in connection with the upper edge of the projection c of the bed F, forms a cutter, for the purpose of detaching the blank from the strip 17; and the former G, as it descends, forces down the blank so cut off, and bends it over a stationary former H which projects the framework, and is curved or bent down. The ends of the blank are then caught and bent under the former H by the jaws or levers, j, k , which are pivoted, at l , to the framework, thus forming it into a finished label (figure 5).

The lower ends of the levers are provided with notches, J, J (figure 1), into which fit levers which are connected with the long lever O, ending with a branch, L, which is met by the prong O' upon the wheel. As the wheel revolves, the prong O' moves the branch L, which forces down the levers at J, J, thus bending the label under the former H.

The finished label is thrown off the former H by means of a slide, N, which is actuated by a lever, K (figure 1), which is pivoted to the standards B, B', and vibrated at the required intervals by means of a pin on the driving-shaft, the slide pushing the label forward until it slides, by its own gravity, down the inclined portion of the former H, passing on the stick S, placed at its end, as seen in figure 2. The stick may be of any required length in order to hold any number of labels, and when full may be replaced by another.

OPERATION.

The parts being in the position represented in figure 5, a flat strip of metal, 17 (either plated with tin, or galvanized, to prevent corrosion), is fed in by the hand or otherwise over the bed F until it strikes the gauge S; the carriage E now descends, causing the numbering-wheels and die h to be brought down simultaneously on to the strip 17, to stamp the number and name required; at the same time the cutters i, c , sever a portion of the strip of sufficient length to form a label, which is then forced down and bent over the stationary former H by the former G. When the ends are caught by the jaws of the levers, j, k are so arranged that the end 10 of the label will not be bent up as much as the end 11, which allows the label to be inserted in a hole in the cattle's or sheep's ear, and afterwards closed up by a pair of pincers or otherwise. The rod H, furnished with a slide, which rests upon the former H, is now moved forward by means of the lever K, as explained, which pushes the finished label upon the curved portion of the former H, when it slides down on to the stick S, placed at the extremity of the former, to receive it, as before explained. A person ordering a number of these labels may thus have them stamped with his name, and numbered from 1 upwards, and thus, when placed in the cattle's or sheep's ear, have an efficient means of identification; the numbers may be recorded, and the owner may thus keep an exact history of the age and pedigree of each animal, and, in the case of sheep, with the weight and quality of the wool which it bears.

I claim,—

- 1st. The above described link-shaped label for marking cattle and sheep, both ends being fastened closely to the ear, in the manner substantially set forth.
- 2nd. A machine for making labels for cattle and sheep, in which the several operations of numbering, lettering, cutting off, and binding the metal strip are performed by means of dies, cutters, formers, and jaws, constructed and operated substantially as described.
- 3rd. I also claim the wheels d, d', d'' , in connection with the pawl e , for numbering the metal strip, constructed and operated substantially as described.

This is the specification referred to in the annexed Letters of Registration granted to John Johnston Smart, this third day of February, 1875.

HERCULES ROBINSON.

REPORT.

SIR,

Sydney, 21 December, 1874.

We do ourselves the honor to report that on examination of Mr. John Johnston Smart's Petition, specification, and drawing for Letters of Registration for "An improved Sheep and Cattle Label, and a new Machine for making them," we find no reason why the Letters of Registration asked for should not be granted.

We have, &c.,

GOTHER K. MANN.
ALEX. BRUCE.

THE PRINCIPAL UNDER SECRETARY.

[Drawings—three sheets.]

J. J. SMART'S PATENT.

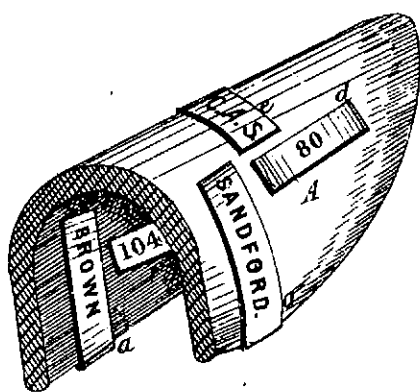


Fig. 1.

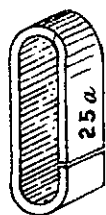


Fig. 3.

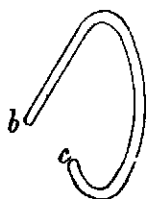


Fig. 2.

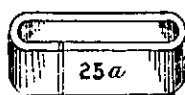


Fig. 4.

This is the Sheet of Drawings marked B, referred to in the annexed Letters of Registration granted to John Johnston Smart, this third day of February, 1875.

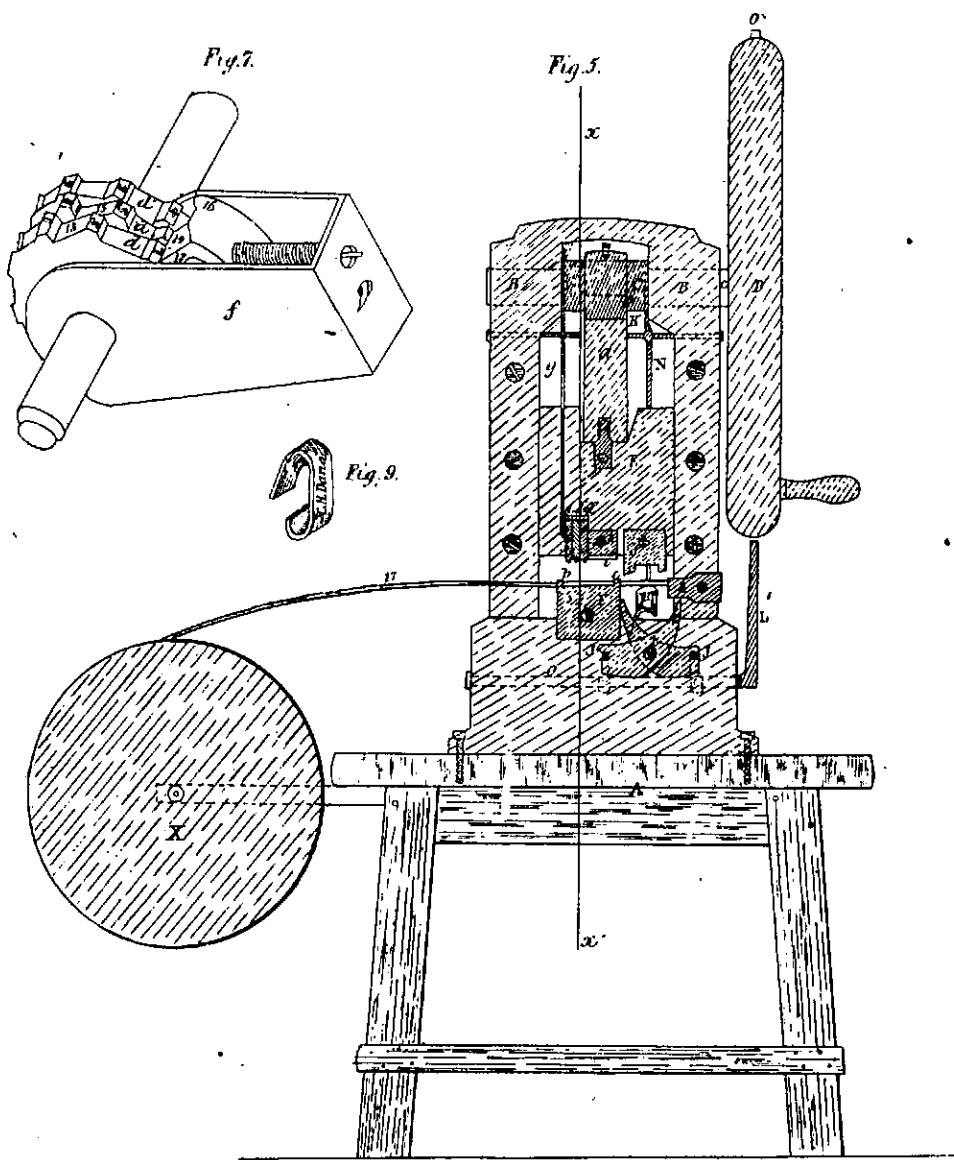
Hercules Robinson.

(Sig. 3)

(Copy) C.

No. 403

J.J. SMART'S PATENT



This is the Sheet of Drawings marked C. referred to in the annexed Letters of Registration granted to John Johnston Smart this third day of February 1875.

Hercules Robinson.

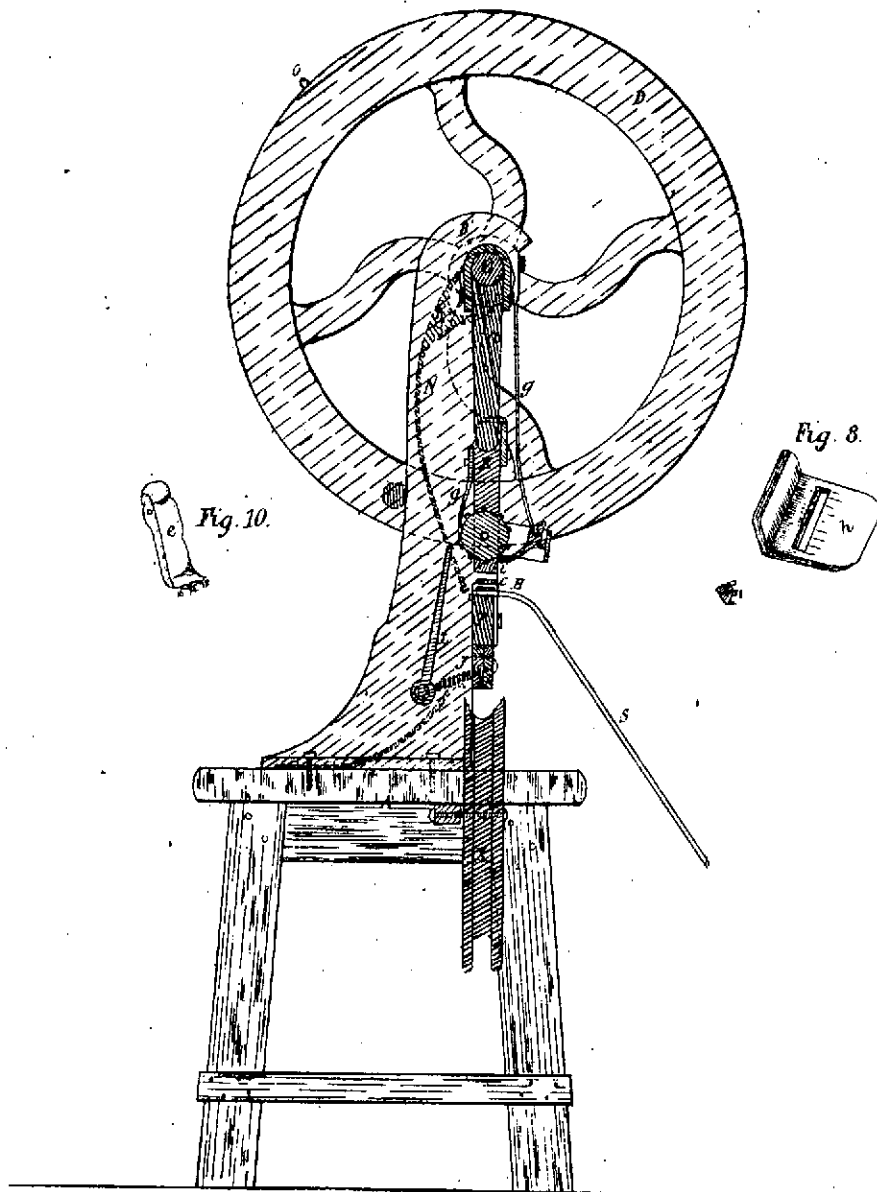
(Sig. 2.)

(Copy) D

№ 453

J.J. SMART'S PATENT.

Fig. 6.



This is the Sheet of Drawings marked D, referred to in the annexed Letters of Registration granted to John Johnston Smart, this third day of February, 1875.

Hercules Robinson.

(Sig. 6.)



A.D. 1875, 3rd February. No. 456.

ROBERTS'S PATENT SELF-ACTING, VENTILATING WINDOW.

LETTERS OF REGISTRATION for an improved description of Window-frame.

[Registered on the 5th day of February, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting :

WHEREAS HENRY HUDSON, ROBERT HUDSON, and WILLIAM HUDSON, of Sydney, in the Colony of New South Wales, have by their Petition humbly represented to me that they are the assignees of Alfred Roberts, of Sydney, aforesaid, who is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention of an improved description of window-frame for at all times securing perfect ventilation to buildings, to be styled "Roberts's patent self-acting, ventilating Window," which is more particularly described in the specification and sheet of drawings which are hereunto annexed ; and that they, the said Petitioners, have deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four ; and have humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to them for a period of fourteen years : And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said Henry Hudson, Robert Hudson, and William Hudson, their executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof ; to have, hold, and exercise unto the said Henry Hudson, Robert Hudson, and William Hudson, their executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended : Provided always, that if the said Henry Hudson, Robert Hudson, and William Hudson shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this third day of February, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

Roberts's patent self-acting, ventilating Window.

SPECIFICATION of an improved Window-frame and sashes to secure perfect ventilation to all rooms and buildings in which they are fixed.

THIS invention consists of a frame made of 1-in. cedar or pine, with the usual hardwood sill. The head of the frame is bevelled or splayed upwards, so as to make the current of air strike towards the ceiling of the room, thereby preventing a draught annoying the occupants of the apartment in which they are fixed. The sashes are connected together by a small iron rod, and are centered or pivot-hung one on the outside and the other on the inside of the frame, to allow of them being opened if required, and are each made somewhat shorter than the full length of the frame, thereby allowing a passage for air when the windows are closed.

The improvement claimed for this invention is, perfect ventilation secured when the windows are closed, making it peculiarly suitable for hospitals, theatres, gaols, &c.; it might also be used with advantage in public or private vehicles.

This is the specification referred to in the annexed Letters of Registration granted to Henry Hudson, Robert Hudson, and William Hudson, this third day of February, 1875.

HERCULES ROBINSON.

REPORT.

Sydney, 4 January, 1875.

SIR,

In returning to you the documents transmitted to us under your B.C. communication of the 18th December, No. 74-7398, and which have reference to Messrs. Henry Hudson, Robert Hudson, and William Hudson's Petition for Letters of Registration, as assignees of A. Roberts Esq's. "invention of an improved description of Window-frame," we do ourselves the honor to report that we see no objection to the issue of Letters of Registration asked for, in terms of the Messrs. Hudson's specification, drawing, and claim.

We have, &c.,

GOTHER K. MANN.
JAMES BARNET.

THE PRINCIPAL UNDER SECRETARY.

[Drawings—one sheet.]

No. 457.

[Assignment of No. 433. See page 85 of Return of 28 May, 1877.]

No. 458.

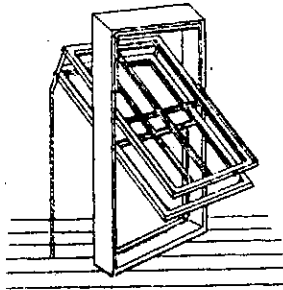
[Assignment of No. 153. See page 73 of Return of 8 December, 1870.]

No. 459.

[Assignment of No. 446. See page 117 of Return of 28 May, 1877.]

No. 460.

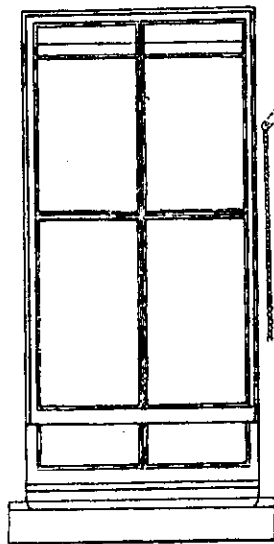
[Assignment of No. 459.]



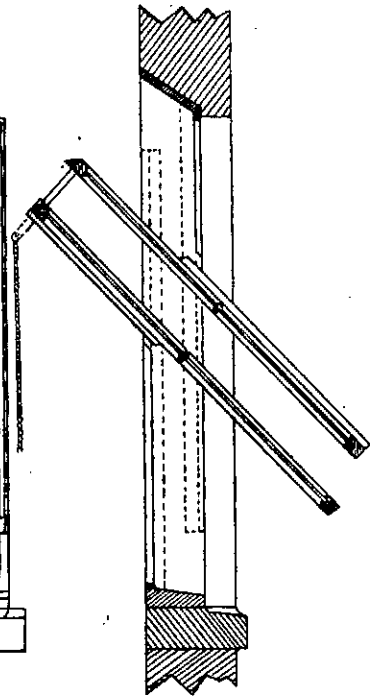
PERSPECTIVE VIEW.



SECTION
WITH SASHES DOWN



ELEVATION.
WITH SASHES DOWN



SECTION
WITH SASHES UP

*This is the Sheet of Drawings referred to in the annexed
Letters of Registration granted to Henry Hudson Robert
Hudson and William Hudson this third day of February 1875.*

Hercules Robinson.



A.D. 1875, 8th March. No. 461.

IMPROVEMENTS IN MACHINERY FOR BRUSHING BOOTS AND SHOES, AND FOR POLISHING, GRINDING, AND SHARPENING CUTLERY.

LETTERS OF REGISTRATION to Andrew Bogle, for Improvements in Machinery for brushing Boots and Shoes, and for polishing, grinding, and sharpening Cutlery.

[Registered on the 9th March, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting :

WHEREAS ANDREW BOGLE, of the city of Melbourne, in the Colony of Victoria, merchant, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention for "Improvements in Machinery for brushing Boots and Shoes, and for polishing, grinding, and sharpening Cutlery," which is more particularly described in the specification and sheet of drawings which are hereunto annexed; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years: And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said Andrew Bogle, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof; to have, hold, and exercise unto the said Andrew Bogle, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended: Provided always, that if the said Andrew Bogle shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this eighth day of March, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

Improvements in Machinery for brushing Boots and Shoes,

SPECIFICATION of ANDREW BOGLE, of No. 5, Flinders-lane West, in the city of Melbourne and Colony of Victoria, merchant, for an invention intituled "An improved Machine for brushing Boots and Shoes, and for polishing, grinding, and sharpening Cutlery."

I FIRST provide an oblong framing, wider at the bottom than the top; this framing supports two horizontal shafts one above the other, the lower one having a grindstone fitted on it, and the upper one carrying brushes for cleaning boots and shoes, and pads for cleaning knives.

The lower shaft has a crank and treadle at one end for working it, and a fly-wheel at the other.

The upper one has a small pulley directly over the fly-wheel, a belt from which drives it. At the opposite end to the pulley are two circular brushes with an interval between them; one is the cleaning brush, and the other the polishing brush. The boot or shoe is filled with an elastic last to keep it to the brush.

The end brush on the upper shaft is removable, so as to admit of a sharpening wheel being substituted for it for sharpening cutlery.

Alongside the upper shaft is another one on the same level, and parallel to it; it is considerably shorter, and has three compressible collars on it, one near each end and one near the centre. The two end ones are opposite to two similar collars on the brush shaft. Those at one end are closed in by means of a box divided into three parallel compartments running lengthwise of the machine, the centre one (through which the knives pass for cleaning) having no bottom, and the two side ones having a perforated bottom. Those at the other end only serve as friction rollers, whilst the centre one is for cleaning forks and the hilt of the blades of knives. This shaft can be thrown in or out of gear by pressing it against or withdrawing it from the brush shaft before referred to.

In order, however, that my invention may be distinctly understood, I will proceed to refer to the drawings hereto attached, where figure 1 shows perspective of one of my machines complete; figure 2, a plan of the top; and figure 3, a similar view, with the lid open, which covers the upper parallel shafts. Figure 4 is a cross section on a larger scale, of the upper portion of the machine on the line AA in figure 2; figure 5 represents the elastic last, and figure 6 shows an alternative method (to that shown in figures 1 to 4) of throwing shaft J in or out of gear with shaft G. BB is the framing; C, the treadle which works the lower shaft, carrying the grindstone D, at the other end of which is fly-wheel E, a belt from which passes around pulley F (see figures 2 and 3), and so drives the upper shaft G, which carries the dirt brush H and polishing brush I. Parallel to this shaft is another one, marked J, having three soft pads or collars on it, marked respectively 1, 2, and 3. These pads or collars are simply pieces of wash-leather wound tightly around the shaft. Nos. 1 and 3 have similar pads opposite to them on shaft G; No. 1 and the pad opposite to it are simply friction rollers; No. 3 and the one opposite to it are the pads between which the knife is cleaned; No. 2 is on a thinner part of the shaft J, and is for cleaning the hilt of knives and forks. The shaft J is operated by the friction of the pads upon each other, and in order to keep them close together weights J¹ and J² are suspended from shaft J, at an angle as shown. When required, this shaft can be thrown out of gear by pulling the lever J³, which is connected to it by means of a strap, J⁴, which pulls it away from shaft G. K, figure 4, is a box having central and side compartments, the side ones containing the knife-polishing material. L is a save-all underneath, with a removable bottom, L¹, so that the knife-polishing material can be used over and over again. The direction in which the shafts G and J rotate is indicated by the arrows, see figure 4.

An alternative method of throwing the knife-cleaning shaft in or out of gear is shown in figure 6, where J⁵ is a handle, to which is attached friction roller J⁶. By pressing the handle the friction roller presses the knife-cleaning shaft J into gear with shaft G, and by withdrawing the handle it is thrown out of gear again.

The mode of operation is as follows:—If the machine is to be used for grinding, I disconnect the other parts of the machine from the driving shaft C by releasing the belt from the fly-wheel.

If for brushing boots and shoes, I replace the belt as shown on figure 1, and withdraw the shaft J from G by means of lever J³, the boot being filled with an elastic last and held against the respective brushes by the hand.

If for sharpening cutlery, I replace polishing-brush I by a sharpening-stone.

If for cleaning knives and forks, I release the lever J³; the shafts G and J then both revolve, and the knife is run up and down between the pad No. 3 and its opposite neighbour, the vibration of the machine causing a sufficient quantity of the polishing material to run through the perforations in the bottom of the side compartments of box K. After using the machine for this purpose, it is advisable to remove the bottom L¹ of the save-all L and provide a receptacle for the used polish, which can then be replaced in box K. The hilts of both knives and forks are cleaned by holding them against pad No. 2.

I do not claim the use of revolving brushes for cleaning boots and shoes, neither do I claim the use of any part of my machine separate and apart from its connection with the whole, but I claim the combination of parts forming my new and household "Help," substantially as herein described and explained.

This is the specification referred to in the annexed Letters of Registration granted to Andrew Bogle, this eighth day of March, 1875.

HERCULES ROBINSON.

REPORTS.

and for polishing, grinding, and sharpening Cutlery.

REPORTS.

Sydney, 21 December, 1874.

Sir,

We do ourselves the honor to return to you the documents transmitted for our report under your B.C. communication of the 11th instant, No. 74, 7,087, and which have reference to the Petition of Andrew Bogle, praying for Letters of Registration for his invention for "Improvements in Machinery for brushing Boots and Shoes, and for polishing, grinding, and sharpening Cutlery."

On examination of the specification we see no reason why the Letters of Registration should not be granted as asked for.

We have, &c.,

GOTHER K. MANN.
EDMUND FOSBERY.

THE PRINCIPAL UNDER SECRETARY.

On examination of the accompanying specification and drawing, we see no reason to object to their substitution for the original specification.

21 January, 1875.

GOTHER K. MANN.
EDMUND FOSBERY.

[Drawings--one sheet.]

ANDREW BOGLE'S PATENT

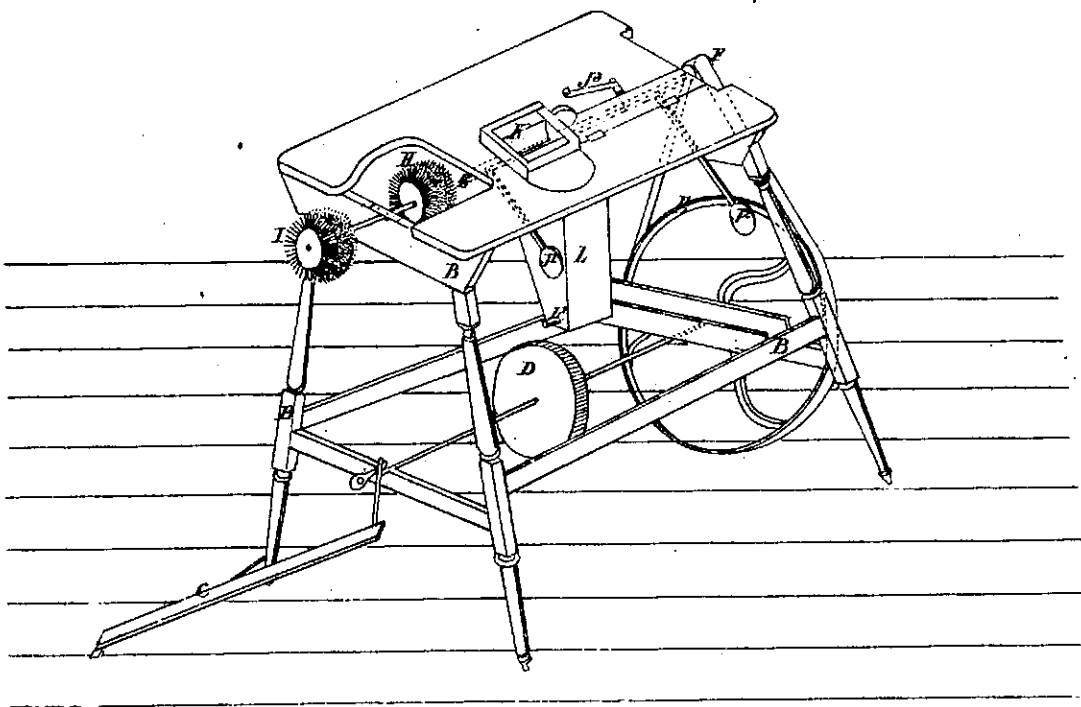


FIG. 1

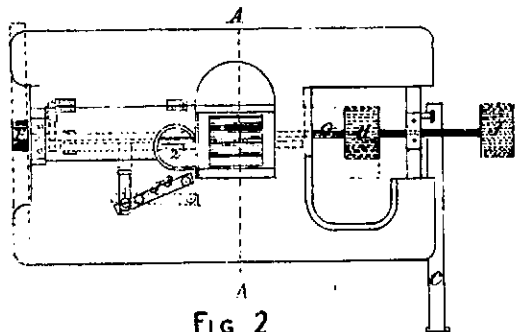


FIG. 2

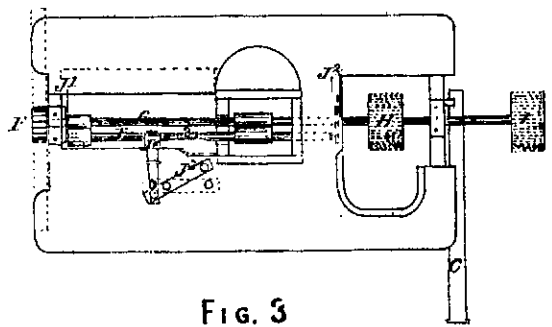


FIG. 3

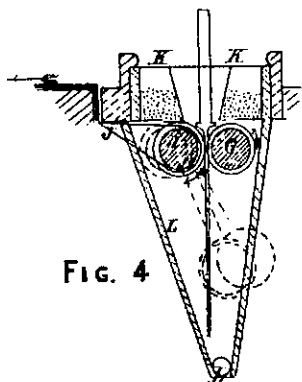


FIG. 4



FIG. 5

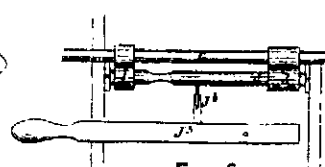


FIG. 6

(Sig. 3.)

*This is the Sheet of Drawings referred to in the
 enclosed Letters of Registration granted to Andrew
 Bogle this eighth day of March 1875*

Mercedes Robinson



A.D. 1875, 11th March. No. 462.

IMPROVEMENTS IN GAS MOTOR ENGINES.

LETTERS OF REGISTRATION to Gottlieb Wilhelm Daimler, for Improvements
in Gas Motor Engines.

[Registered on the 12th day of March, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting:

WHEREAS GOTTLIEB WILHELM DAIMLER, of Muelheim on the Rhine, in the German Empire, civil engineer, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention of "Improvements in Gas Motor Engines," which is more particularly described in the specification and sheet of drawings which are hereunto annexed; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years: And, I being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said Gottlieb Wilhelm Daimler, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof; to have, hold, and exercise unto the said Gottlieb Wilhelm Daimler, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended: Provided always, that if the said Gottlieb Wilhelm Daimler shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this eleventh day of March, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

Improvements in Gas Motor Engines.

SPECIFICATION.

TO ALL WHOM IT MAY CONCERN: BE it known that I, GOTTLIEB WILHELM DAIMLER, of Muelheim, on the Rhine, in the German Empire, civil engineer, do hereby declare the nature of said invention for "Improvements in Gas Motor Engines," and in what manner the same is to be performed, to be particularly described and ascertained in and by the following statement thereof, reference being had to the accompanying sheet of drawings, and to the figures and letters marked thereon, that is to say:—

THIS invention relates to improvements in gas motor engines of the kind described in the Specifications of Letters Patent for the United Kingdom of Great Britain and Ireland, granted to Charles Denton Abel, on the 12th February, 1866, No. 434, and on the 3rd August, 1867, No. 2,245 (being communications to him from E. Langen and N. A. Otto).

The engine described in the said specifications operated in the following manner:—A piston was raised in a cylinder a little distance, drawing in through the ports of a slide a charge of combustible gas and air at atmospheric pressure in suitable mixture for ignition; a flame being then drawn in ignited the gaseous mixture, which by its expansion propelled the piston along the cylinder; the cylinder being kept cool by a water jacket, the pressure of the products of combustion within the cylinder was rapidly reduced, and the cylinder being open at top the piston was propelled backwards by the superior pressure of the external atmosphere; the products of combustion being finally expelled by the piston as it approached the extreme of its in-stroke. This piston-rod was toothed as a rack and geared with a wheel mounted on the engine shaft, which was provided with a heavy fly-wheel. The wheel geared to the piston-rod was mounted on the engine-shaft with a clutch in such manner that it could turn freely on the shaft in the one direction when the piston was making its out-stroke, but that when the piston was making its in-stroke the wheel caused the shaft to revolve with it.

In the said engine as heretofore constructed the working of the slide for admitting the gas and air into the cylinder, and the raising of the piston for drawing in the explosive mixture, was effected by means of two large eccentrics upon a countershaft driven from the engine-shaft by toothed gearing. As the motions of these eccentrics required to be stopped at every stroke of the engine, this could not well be driven at a higher speed than about 35 strokes per minute, as otherwise the stopping of the heavy eccentrics and gearing occasioned very objectionable noise and wear and tear of the moving parts, in addition to which the friction of the large eccentric straps caused a considerable loss of power.

Furthermore, the regulation of the speed of the engine according to the power required was effected by controlling the escape of the products of combustion towards the end of the down-stroke of the piston, so as to retard more or less the completion of such down-stroke, and thus to bring the eccentrics sooner or later into action again for effecting the next up-stroke of the piston.

By thus throttling the escape of the products of combustion, the piston when it has descended so far that the pressures above and below it are in equilibrio oscillates or dances up and down upon the cushioned gases beneath it, and thus leads to wear in that part of the cylinder where it is most important that it should be light, and also if the piston be out of order or leaky, the products of combustion will leak past it into the upper part of the cylinder, thus rendering the method of regulation by throttling the exhaust ineffective and allowing the engine to run away, in addition to which the foul gases in leaking from the cylinder into the engine-room cause annoyance.

My present improvements have principally for their object to remedy the above-mentioned disadvantages. For this purpose, according to one of my improvements, I substitute for the countershaft and eccentrics of the present construction of such engines a more simple mechanism, whereby the working of the slide and the raising of the piston preparatory to performing its up-stroke is effected by one and the same crank upon the engine shaft controlled by a ratchet wheel and pawl in the manner hereinafter more particularly described. Secondly, instead of regulating the speed of the engine by throttling the exit of the products of combustion, I allow these to be expelled freely and completely by the piston in descending to the bottom of its stroke, and I regulate the duration of the interval between the completion of the down-stroke of the piston and the commencement of the next up-stroke by means of a governor made to act directly upon the mechanism that works the slide and raises the piston, in such manner that such mechanism is kept out of action so long as the speed of the engine-shaft is above that required for the work to be performed.

My improvements relate thirdly to the slide, which is arranged to operate upon a single passage for inlet to and outlet from the cylinder; fourthly, to the toothed ring and friction clutch apparatus, whereby only the downward motion of the piston is communicated to the engine-shaft; and fifthly, to the means for guiding for the piston-rod.

The nature of my several improvements will be readily understood on reference to the accompanying sheet of drawings and to the figures and letters marked thereon.

Figure 1 represents a front view partly in section of the improved engine; figure 2 is a plan partly in section; figure 3 is a vortical section on line A, B, C, D, of figure 1; figure 4 is a front view of the slide; and figure 5 is a front view of the face on which the slide works.

a is the engine-shaft mounted in bearings on brackets E projecting from a ring, E^1 , which is bolted on the cylinder top, the opening in the ring E^1 being sufficiently large to admit of the piston f being taken out of the cylinder without dismounting the shaft a or its bearings. On the shaft a is mounted the toothed ring a^1 with its clutch u , similar in action to that described in the specifications above referred to; the toothed ring a^1 being always in gear with the rack f^1 , which constitutes the piston rod, but being so clutched to the shaft a that it turns freely and independently of the shaft in the one direction when the piston ascends, but that in the other direction when the piston is descending it is engaged with the shaft. This, as explained in the former specifications referred to, is effected by mounting the nave a^2 to which the toothed ring a^1 is attached loose upon the shaft, and arranging within the toothed ring a^1 and between it and the nave a^2 which is fixed on the shaft curved wedges pieces and rollers, u , which give a bite by friction when the toothed ring turns in the one direction, but relieve themselves when it turns in the other direction.

Although this kind of clutch is substantially the same in principle and action as that formerly described, the present invention embodies certain modifications in the construction of the parts, which will now be described. The toothed ring a^1 is preferably made of wrought iron, but the hollows between its teeth are not cut out to the outer edges, a portion of the metal being left at the end of each hollow as shown,

Improvements in Gas Motor Engines.

shown, to act as a shroud for the teeth, giving them greater strength. The nave a^2 of cast iron is made with a lip to overlap a grummet on the other face of the toothed ring, and is shrunk on so as to strengthen it against the bursting strain of the wedge clutch within it. A ring plate, u^2 , is screwed on the outer face of the toothed ring, to keep the wedge, clutches, and rollers from shifting endways, and to enable these to be readily taken out for inspection or repair. The loose nave a^2 is made with a boss, a^3 , projecting into a recess within the fixed nave u^1 , which is made with a bulge u^3 , so that the oil employed to lubricate the loose nave and escaping into the cavity within the fixed nave is kept by the bulge u^3 from flowing outwards into the clutch, and is allowed to issue by a small pipe, u^4 . The rack f^1 is grooved at the back and works on a dovetail guide formed on the bracket v , which is secured on the top of the cylinder, and thus the rack is prevented from getting too deeply or too little in gear with the wheel a^1 , and is always truly guided in a direction parallel to the axis of the cylinder. Under the bracket v is fixed an annular buffer, F , of caoutchouc, against which the piston can strike in case of its too violent propulsion upwards.

The lower part of the cylinder f^2 is spread out to form a stand, f^3 , for the engine, and on this extended part is bolted the water jacket w , which is carried up the whole height of the cylinder instead of extending only partially up the cylinder as described in the former specifications referred to; by this means a volume of water is kept in contact with the cylinder for cooling the same, sufficient to render a continuous circulation of water unnecessary. The jacket extends under the cylinder, and below it is a space to which free access is given for circulation of air. The cylinder bottom f^4 rests on a shoulder in the cylinder, and below the cylinder is a cover, f^5 , which forms the bottom of the water casing; both the covers f^4 and f^5 are secured in their places by one central bolt, f^6 . From the bottom of the cylinder a passage, x , extends to the slide facing, which is placed somewhat obliquely, as shown in figure 1, so as to bring the axis of the slide in line with that of the shaft a from which it is worked. The slide cover h is held in place by a strong spring, g , provided with a set screw, h^1 , which bears against the cover with a pressure that can be adjusted by screwing it more or less forward. The slide face y has through it a passage, y^4 , for admission of air, and has in it a hole, y^1 , to which is connected the pipe y^2 for the supply of combustible gas. The slide d has in its upper part two recesses, d^1 d^2 , of which the one d^1 faces the opening y^4 , and the other d^2 faces the hole y^1 from the gas supply y^2 , and in certain positions of the slide puts this hole in communication with another hole y^5 in the facing, from which hole there is a passage having a number of small apertures, y^6 , opening towards the recess d^1 of the slide. When the slide is moved down so as to bring this recess to face the passage x , and the piston is caused to rise somewhat for drawing in the charge of gas and air preparatory to performing its stroke, air enters by the passage y^4 and recess d^1 , and gas enters by y^1 , d^2 and y^5 , and the small holes y^6 also to the recess d^1 , and the air and gas mingling enter the cylinder by the passage x . Besides the gas supply pipe y^2 there are two other gas pipes, y^3 and h^2 , the one communicating with a hole y^8 in the slide facing, and the other with a jet h^3 , which is kept burning immediately outside a hole in the slide cover h .

In the slide d there is a hole d^3 and recesses communicating with it, which when the slide is about the middle of its stroke, as shown in figure 3, become charged with gas from y^6 and air entering at the lower end of d^3 . This mixture is ignited by the flame h^3 , and as the slide ascends cutting off the supply of gas and air to the cylinder, the inflamed gas in d^3 is brought into communication with the gaseous mixture in the passage x and the contents of the cylinder are thereby ignited, their expansion propelling the piston upwards. A recessed hole d^4 in the slide is made wide enough to extend over the passage x and also over a passage y^7 at the side thereof in the slide facing; this latter passage communicates with an eduction pipe as shown in figure 5, which may be provided with a screw valve for moderating the issue of the products of combustion. When the slide descends again to or near its middle position as shown in figure 3, the products of combustion issue from the cylinder by the passage x , the holes d^4 and y^7 , and the eduction pipe and valve.

A recess h^4 in the slide cover allows a portion of the gas and air to pass from the recess d^1 through the passage d^4 into the cylinder when the slide is in such a position that both d^1 and d^4 are over the recess h^4 , whereby an increased area of passage for the gas and air into the cylinder is afforded, and the passage d^4 is cleared of the products of combustion from the previous explosion.

Figure 6 shows the slide in position for the supply of the gaseous mixture to the cylinder, and figure 7 shows it in position for the ignition of the charge in the cylinder.

The working of the slide d so as to operate in the manner described in due accord with the movement of the piston is effected by mechanism which will now be described, which mechanism also imparts to the piston that portion of its upward movement which is necessary for drawing the gaseous charge into the cylinder, and is so arranged as to be under the control of a governor.

The end of the rotating shaft a is bored up and a spindle b is fitted therein, so that it may revolve freely. On the end of the spindle b is a crank b^1 , the pin c of which is connected by a rod e to the slide d . The crank b^1 also carries a spring pawl p , engaging with the teeth of a ratchet wheel o fixed on the shaft a . When the pawl is engaged with any of the ratchet teeth the shaft revolving in the direction of the arrow (figure 1) drives the crank b^1 , but when the pawl is disengaged as shown in figure 1, the crank b^1 remains at rest. The head of the rod e is made with a loop e^1 presenting a slotted hole, into which enters a pin on a rod i jointed to a lever k ; this lever is fixed to a rocking shaft, l , from which project two arms, m and q ; the one arm m has jointed to its end an upright rod, n , which at its top presents a fork that receives a pin, f^7 , projecting from the side of the rack piston rod f^1 ; the other arm, q , is pressed upwards by a spring, q^1 . While the piston is at the lower extreme of its stroke, the pin f^7 on its rod resting on the fork of n , the arms m and q are kept down in opposition to the spring q^1 , and the pawl p being engaged with the ratchet wheel o , the crank b^1 is caused to revolve with the shaft a . In its revolution the crank b^1 works the slide d by means of the rod e , and it also works the lever k and rocking shaft l during part of its motion, raising the arm m and fork of n , and thereby raising the piston so as to draw the gaseous charge into the cylinder. During another part of the motion of the crank b^1 the arms m and q are depressed, but not to the full extent, the slot in which the pin of the rod i works permitting the spring q^1 to keep up the arm q in such a position that as the pawl p is brought round by the rotation of the crank, a tail p^1 projecting from the pawl is caught by the end of the arm q , and the pawl is thus disengaged from the ratchet wheel o , which goes on revolving while the crank remains at rest; but on the piston fully descending, the pin f^7 on its rod entering the fork of n pushes down the arm m , and thereby causes the arm q to be withdrawn from the tail p^1 of the pawl, whereupon the pawl p is caused by its spring to engage with the ratchet wheel o and the crank b^1 is again caused to revolve.

The

Improvements in Gas Motor Engines.

The mechanism so far described has therefore the effect of giving to the piston and slide their proper movements when the cylinder is cleared of products of combustion by the full descent of the piston, but of arresting these movements when the cylinder is not completely cleared.

The means for regulating the speed of the engine according to the power required are as follows:— A governor t' is worked by bevel gearing t'' from the revolving shaft a . When the balls of the governor are expanded owing to the rapid revolution of the shaft, a sleeve on the governor spindle is raised, and the end t' of a lever is raised, its opposite end s being depressed; on the tail of the pawl p is a projection, p^2 , so placed that when the end s of the governor lever is down, this projection is brought by the revolution of the crank and pawl to catch on s ; the pawl is thereby disengaged from the wheel o , and the crank b' remains at rest, so that the piston is not raised to charge the cylinder, nor is the slide moved. When, however, owing to suspension of the moving force thus effected, the speed of the shaft a becomes abated, the governor balls collapse; the sleeve descends with the end t' of the governor lever, the opposite end s rises clear of the projection p^2 , the pawl p is permitted again to engage with the ratchet wheel o ; the crank b' is again caused to revolve, and the working of the engine proceeds. By this arrangement of mechanism the governor is made to act not by throttling the discharge from the cylinder as described in the specifications referred to, but by arresting the supply of gaseous fuel until the velocity of the shaft has become so far lessened that a fresh accession of the working force is required. It will be readily understood that in the above described arrangement for operating the slide and piston the locking of the crank b' with the engine shaft a may be effected by means of any suitable known device operating by frictional contact instead of by a ratchet wheel and pawl as described, also that an eccentric may be used as an equivalent for the crank b' and crank pin c for imparting the motion to the slide and lever k .

Having thus described the nature of the said invention and the manner in which the same is to be performed, I hereby declare that no claim is made generally to a gas motor engine in which the combustion of a gaseous mixture propels a piston without doing work, and the superior pressure of the atmosphere causes the piston to make its return stroke doing work, nor do I claim generally for such engines a slide whereby the gaseous mixture is admitted to the cylinder and ignited by bringing it into communication with an external flame, but I claim for a gas motor engine of the kind above referred to—

First.—Effecting the motion of the slide and the raising of the piston by means of one and the same crank or its equivalent, substantially as herein described.

Second.—The crank b' with its spring pawl p in combination with the ratchet wheel o and with the lever k , the rocking shaft l , and its arms m and g , and rod n , with fork arranged and operating substantially in the manner and for the purposes hereinbefore set forth.

Third.—Regulating the speed of the engine by means of a governor made to act directly upon the mechanism that works the slide and raises the piston in such manner that such mechanism is kept out of action so long as the speed of the engine-shaft is above that required for the work to be performed, substantially as herein described.

Fourth.—The governor levers s , t , operated by the governor in combination with the projection p^2 on the pawl p , for regulating the expenditure of gas according to the velocity of the engine-shaft, substantially as herein described.

Fifth.—The slide d with ports and passages d^1 , d^2 , d^3 , d^4 , operating in combination with the slide facing y with ports and passages x , y^1 , y^2 , y^3 , y^4 , y^5 , y^6 , y^7 , y^8 , and with gas jet h^3 , for the admission of gas and air to the cylinder for igniting the explosive mixture therein, and for discharging the products of combustion therefrom through one and the same passage x , substantially as herein described.

Sixth.—The dovetailed guide v for the piston rod.

Seventh.—The toothed ring a^1 combined with the nave a^2 shrunk thereon, and with the ring plate u^2 , substantially as and for the purposes herein described.

Eighth.—The recessed nave v^1 of the clutch u , having a ledge u^3 and pipe u^4 operating in combination with the boss a^3 of the nave a^2 entering the said recess for preventing the oil from passing into the clutch, substantially as herein described.

In witness whereof, I, the said Gottlieb Wilhelm Daimler, have hereunto set my hand and seal, this fifth day of September, in the year of our Lord one thousand eight hundred and seventy-four.

Witness,—GUSTAV KLEINJUNG.

GOTTLIEB WILHELM DAIMLER.

This is the specification referred to in the annexed Letters of Registration granted to Gottlieb Wilhelm Daimler, this eleventh day of March, 1875.

HERCULES ROBINSON.

REPORT.

Sir,

Sydney, 16 February, 1875.

In the matter of the application of Mr. Gottlieb Wilhelm Daimler for Letters of Registration for "Improvements in Gas Motor Engines" which has been referred to us, we have examined the specification and drawings accompanying the same, and have now the honor to report that we see no objection to the issue of Letters of Registration as prayed for.

We have, &c.,

J. SMITH.

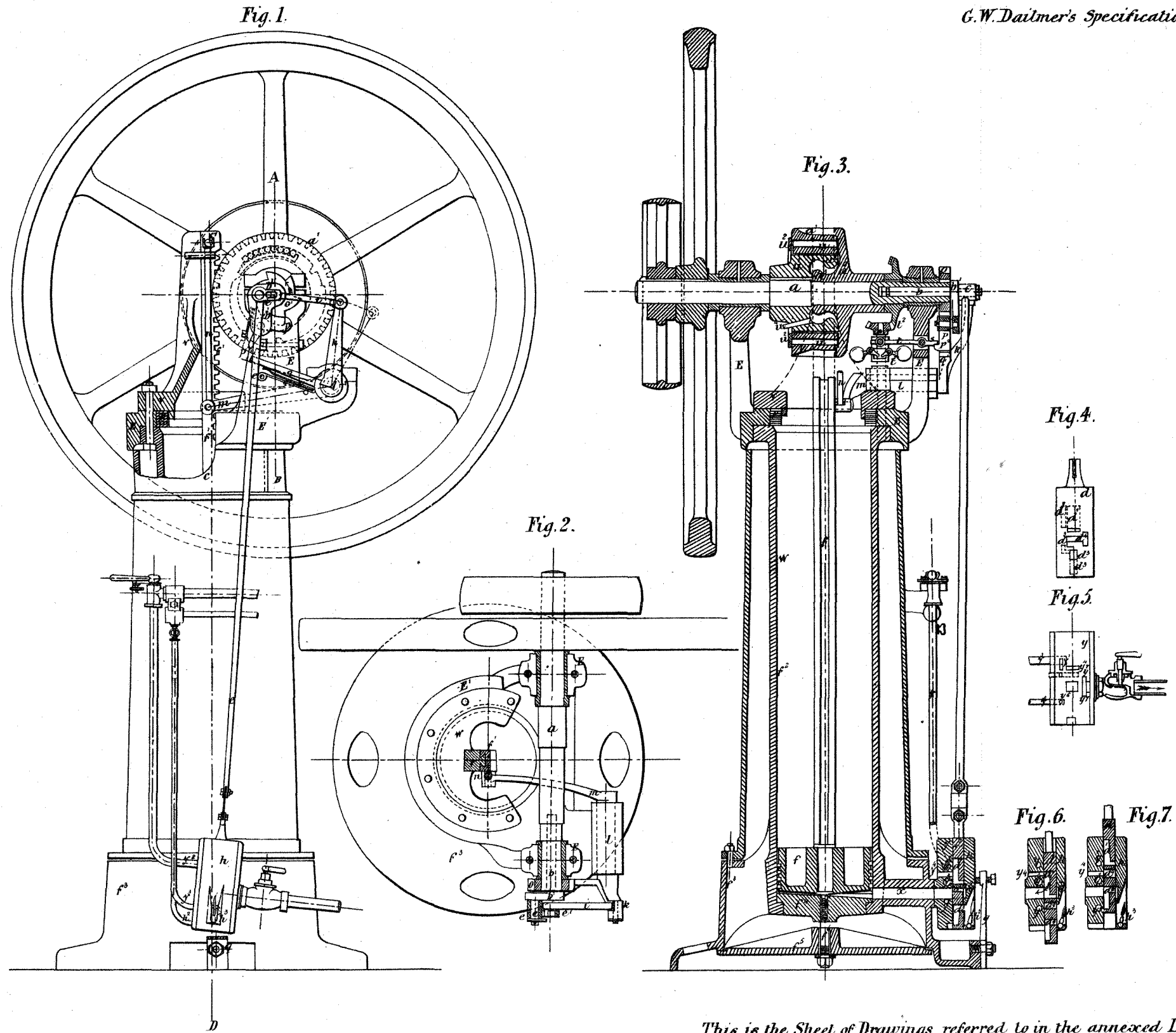
JOHN WHITTON.

THE PRINCIPAL UNDER SECRETARY.

(Copy.)

N^o 402

G. W. Daimler's Specification.



This is the Sheet of Drawings referred to in the annexed Letters of Registration granted to Gottlieb Wilhelm Daimler, this eleventh day of March, 1875.

Hercules Robinson.

(Sig 3)



A.D. 1875, 24th March. No. 463.

WOODEN BEDSTEAD POSTS FOR IRON BEDSTEADS.

LETTERS OF REGISTRATION to Mr. James Boon, for an Invention of Wooden Bedstead Posts to Iron Bedsteads.

[Registered on the 25th March, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting :

WHEREAS JAMES BOON, of five hundred and seventy-one, Kent-street, in the city of Sydney, in the Colony of New South Wales, bedding manufacturer, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention of "Wooden Bedstead Posts for Iron Bedsteads," which is more particularly described in the specification and sheet of drawings which are hereunto annexed; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years: And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said James Boon, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof; to have, hold, and exercise unto the said James Boon, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended: Provided always, that if the said James Boon shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this twenty-fourth day of March, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

Wooden Bedstead Posts for Iron Bedsteads.

SPECIFICATION.

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, JAMES BOON, of number five hundred and seventy-one, Kent-street, in the city of Sydney, in the Colony of New South Wales, bedding manufacturer, send greeting:

WHEREAS I am desirous of obtaining Letters Patent for securing unto me Her Majesty's special license that I, my executors, administrators, and assigns, or such others as I or they shall or may at any time agree with, and no other, should or lawfully might from time to time, and at all times during the term of fourteen years, to be computed from the day on which this instrument is left at the Office of the Honorable the Colonial Secretary at Sydney, make, use, exercise, and vend within the Colony of New South Wales an invention of Wood Bedstead Posts for Iron Bedsteads; and in order to obtain the said Letters Patent I must, by an instrument in writing under my hand and seal, particularly describe and ascertain the nature of the said invention, and in what manner the same is to be performed: Now know ye, that I, the said James Boon, do hereby declare the nature of the said invention, and the manner performed, to be particularly described and ascertained in and by the following statement and descriptions, reference being had to the drawings hereunto annexed, and to the letters and figures marked thereon, which indicate the parts therein referred to, and here particularly explained, that is to say:—

Posts marked with the letter A on the drawing hereto annexed to be made of wood turned on the lathe, and tapered iron studs at top marked with the letter B on the said drawing for vases to screw on. The knee marked with the letter C on the said drawing, to be made of iron or brass (for dovetail); castors of iron or brass to be socketed or screwed on the bottom of the posts. The posts painted and ornamented with flowers and gold, or in such other manner to suit the taste.

In witness whereof, I have hereunto set my hand and seal, the thirteenth day of February, in the year of our Lord one thousand eight hundred and seventy-five.

JAMES BOON.

Signed, sealed, and delivered by the said James Boon, in the presence of,—Edw. C. HATTON, Sydney.

This is the specification referred to in the annexed Letters of Registration granted to James Boon, this twenty-fourth day of March, 1875.

HERCULES ROBINSON.

REPORT.

SIR,

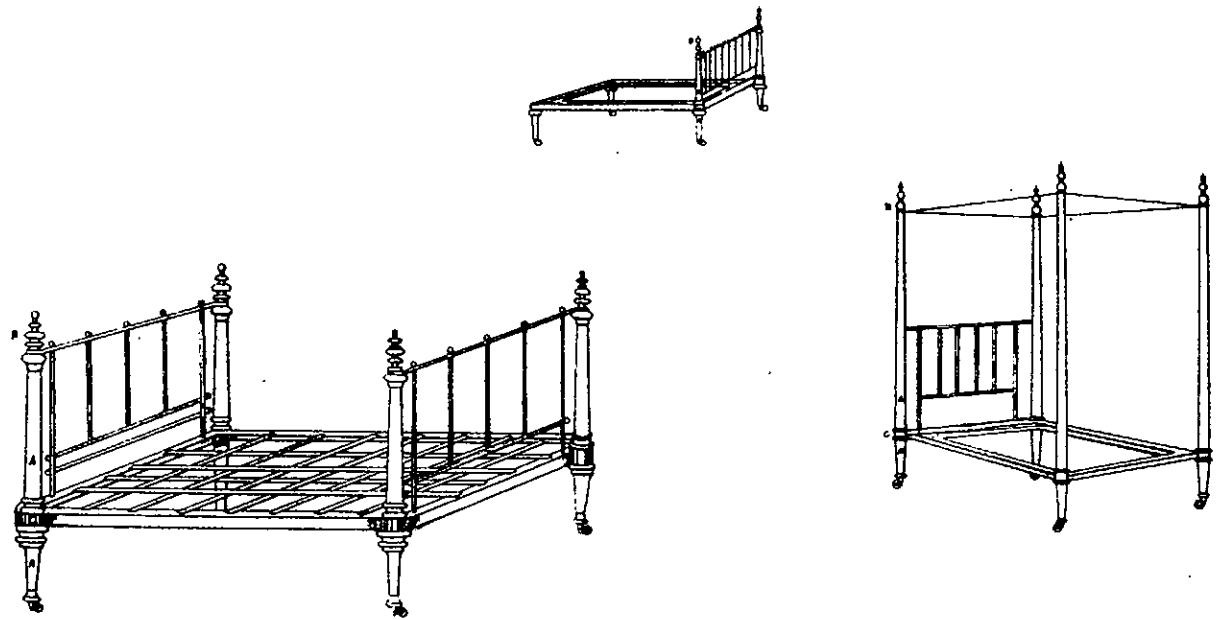
We do ourselves the honor to return to you the documents transmitted to us under your B.C. communication of the 22nd ultimo, No. 75/1,052, and which have reference to Mr. James Boon's application for Letters of Registration for his design for "Wood Bedstead Posts for Iron Bedsteads," and to report that we see no objection to the issue of the Letters of Registration applied for in terms of his Petition, specification, and drawing.

We have, &c.,

GOTHER K. MANN.
E. O. MORIARTY.

THE PRINCIPAL UNDER SECRETARY.

[Drawings—one sheet.]



James Boon

This is the Sheet of Drawings referred to in the annexed
Letters of Registration granted to James Boon this
twenty fourth day of March 1875.

Hercules Robinson.



A.D. 1875, 30th March. No. 464.

IMPROVEMENTS IN WIRE FENCING.

LETTERS OF REGISTRATION to William Rigg, for Improvements in Wire Fencing.

[Registered on the 31st day of March, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting:

WHEREAS WILLIAM RIGG, of the firm of McLean Brothers and Rigg, carrying on business as wholesale and retail ironmongers, at sixty-nine, Elizabeth-street, Melbourne, in the Colony of Victoria, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention for "Improvements in Wire Fencing," which is more particularly described in the specification and sheet of drawings which are hereunto annexed; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years: And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said William Rigg, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof; to have, hold, and exercise unto the said William Rigg, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended: Provided always, that if the said William Rigg shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this thirtieth day of March, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

Improvements in Wire Fencing.

SPECIFICATION of WILLIAM RIGG, of the firm of McLean Brothers and Rigg, carrying on business as wholesale and retail ironmongers, at No. 69, Elizabeth-street, Melbourne, in the Colony of Victoria, for an invention intituled "Improvements in Wire Fencing."

THIS invention of improvements in wire fencing has been designed for the purpose of reducing the cost of such work, without in any degree lessening its strength or injuriously affecting its appearance.

One great item in the cost of wire fencing is that of carrying the material to the spot where it is to be used. Now, I propose to reduce this very considerably, by making the wire of a smaller gauge and superior quality, so as to be equal in strength to the ordinary wire of (say) two gauges larger. In addition to this, my wire is of an oval shape and strained through the posts with the narrower end upwards, so that looked at sideways it has all the appearance of ordinary wire, and at the same time presents a much smaller surface for the rain to rest on. What does rest there has less power to injure by reason of the closeness of the grain of the metal of which the wire is composed.

I prefer to use iron standards instead of wood, and to have oval holes made in them to receive the wire, so that these holes may act as guides and assist in keeping the wire in the position already stated.

In the event however of wooden posts being used, I provide guide plates having oval holes in the centre, which can be affixed to one or both sides of an occasional post through which the wires pass, so as to assist in keeping the wires in the position already stated.

In places where timber is scarce, as well as where iron standards are used, I provide stretchers or guides for keeping the wires a proper distance apart. These stretchers consist of slips of corrugated or fluted iron, made just as long as the fence is high, and with a series of oval holes in each for the wires to pass through. They can be slipped on the wires and run along to any required position, the bottom of each resting on the ground, thus acting to a very great extent as substitutes for the iron or wooden standards. As will be readily understood, they are light, not inelegant, and comparatively inexpensive.

In order, however, that my invention may be clearly understood, I will proceed to describe the drawings hereto attached, where figure 1 shows sample of my fencing erected, whilst figure 2 shows one of my iron standards, figure 3 one of my wooden standards, and figure 4 one of my stretchers, all on a much larger scale. Figure 5 is a representation on a larger scale still of one of my guide plates for wooden standards, whilst figure 6 is a cross section—exaggerated size—of my oval wire. In figure 1, AA are the oval wires, BB the iron standards, and CC the stretchers. DD in figure 3 shows position of the guide plates on a wooden standard.

By this method of constructing wire fencing, I estimate that a saving of from thirty to fifty per cent. of the cost of the wire can be effected.

I claim—

First.—The use of oval wire for fencing purposes.

Second.—The use of iron standards with oval holes for the passage of the wire as described.

Third.—The guide plates, DD, on wooden standards having oval holes in them as described.

Fourth.—The use of corrugated iron stretchers for either round or oval wire fencing.

This is the specification referred to in the annexed Letters of Registration granted to William Rigg, this thirtieth day of March, 1875.

HERCULES ROBINSON.

REPORT.

Sydney, 22 March, 1875.

SIR,

We do ourselves the honor to return to you the documents transmitted to us under your B.C. communication of the 22nd ultimo, No. 75-945, and which have reference to Mr. William Rigg's invention for "Improvements in Wire Fencing," and to report that we see no objection to the issue of Letters of Registration in terms of Mr. Rigg's Petition, specification, drawings, and claim.

We have, &c.,

GOTHEK K. MANN.
JAMES BARNET.

THE PRINCIPAL UNDER SECRETARY.

[Drawings—one sheet.]

Wm. Rigg's Patent Wire Fencing.

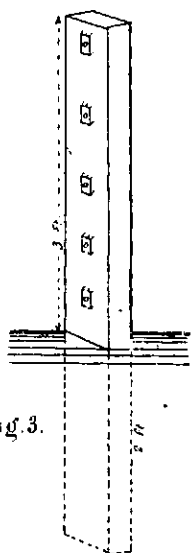
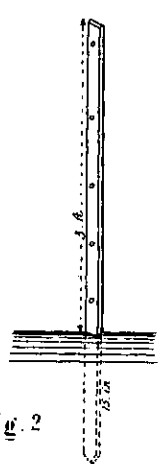


Fig. 2.

Fig. 3.

Fig. 4.

Fig. 5.

Fig. 6.

*This is the Sheet of Drawings referred to in the annexed
Letters of Registration granted to William Rigg this
thirteenth day of March 1875.*

Hercules Robinson.



A.D. 1875, 30th March. No. 465.

A GENERATOR FOR THE MANUFACTURE OF AERATED WATERS.

LETTERS OF REGISTRATION to William James Grant, for a Generator for the manufacture of Aerated Waters.

[Registered on the 31st day of March, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting :

WHEREAS WILLIAM JAMES GRANT, of Glen Innes, in the Colony of New South Wales, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention of a Generator for the manufacture of aerated waters, which is more particularly described in the specification, marked A, and the two sheets of drawings, marked B and C respectively, which are hereunto annexed ; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four ; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years : And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said William James Grant, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof ; to have, hold, and exercise unto the said William James Grant, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended : Provided always, that if the said William James Grant shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court, at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this thirtieth day of March, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

A Generator for the manufacture of Aerated Waters.

A.

SPECIFICATION of a Machine shown in the accompanying drawings, to be called the "Generator," and intended for the more ready manufacture of aerated waters, claimed to be the invention of Mr. WILLIAM J. GRANT, of Glen Innes, in the New England district of New South Wales.

THE "Generator" consists of a cylinder attached to a stand adapted to be fixed to an open or enclosed table, or a counter top, by means of screws, screw bolts and nuts, or otherwise. Inside the Generator are revolving fans attached to a bar placed longitudinally in the centre of the machine, and made to revolve through air-tight fixings placed in the ends of the cylinder, the bar at one end being continued to a wheel crank having a handle attached, by which it can be made suitable for hand use when required; the wheel crank is also grooved round its outer circumference, so that it can be made to revolve by means of an endless cord or band, connecting it with a similar but larger wheel worked by crank or cranks, rods and treadle or treadles, for feet use, when required; these fans are called the "Agitator" which term explains their use. In the inside and at the bottom of the cylinder is an enclosed box or compartment, to the bottom of which the "draw off" pipe is attached. In one of the sides or ends of this box or compartment are perforated holes to which pipes as inlets for the liquor to the box; two of these pipes run horizontally right and left along the bottom of the cylinder in the interior; the third, being bent in the form of a circle, runs round the interior case lining of the cylinder. These pipes are not attached to anything at their ends opposite to those which enter the box, from which they are projected as far as possible, so as to leave their opposite ends open or any shorter distance as may in practice be found convenient. Inside this box and communicating with the outside of the cylinder through its bottom, by means of a screw and rod in air-tight fixings, is a slide valve by which the orifices inside the box of the three before mentioned pipes can be closed or opened at will. Fixed in the bottom of the cylinder is a screw cap or valve, to drain the same when necessary. The draw off pipe is attached to the bottom of the cylinder, inside the box, and may be made of any length, resting on supporting bars as shown in figs. 1 and 3, or otherwise as convenience or situation may dictate, and terminates in a tap. In the upper part of the cylinder is a screw-cap and inlet as a feeder to the same, and also a small tap as air-vent; and in addition to these an acid bottle communicating with the interior of the cylinder by a pipe, which bottle and pipe is attached to and supported by air-tight fixings and mountings, the acid bottle having a screw-cap.

The Registrator claims the right of making the "Generator" or any of its parts in any known material, whether of wood, metal, glass, or other composition, and to form the same without limit as to size, form, pattern, &c., or as to the arrangement of the several parts, for their several purposes, and that the term "Generator" shall be held to include all possible forms and processes that he may desire to make available for the manufacture of aerated waters, by means of such a machine as that described and shown in the drawings, and for the peculiar purposes for which it is adapted, and the convenience of use it is intended to supply, and in its readiness and economy, and applicability to the manufacture for retail sale and supply of such aerated waters, to the exclusion of any other and every variety of the same whatever, adapted to the same purpose and constructed on the same or similar principles.

The following is the description of the working of the machine:—

First close the orifices in the box *p*, by means of the slide-valve *q*, then remove the screw inlet cap *e*, and nearly fill the cylinder with a prepared solution, close the cap, and open the air-vent *d*. Remove the screw-cap of the acid bottle *f*, and fill the same with a second prepared solution, and refix cap. This done, invert the acid bottle, allowing the two solutions to mix in the cylinder, and by the treadle or the hand crank wheel cause the fans or agitator to revolve quickly while the admixture is taking place, during or after which open by removing the slide-valve *q*, and fill the box regulator, and by the tap *g* draw off as required. It is desirable to close the orifices in the box as may be necessary, by which means the aerated liquid can be kept and supplied of equal quality uniformly from first to last. When exhausted, clean out and drain, if necessary, refill and repeat the process.

The Registrator claims originality in the peculiar arrangement of the parts as a novel and simple adaptation, to be used for the production of aerated waters, in a complete form for draught purposes, avoiding the more costly machinery, and as enabling every man to become his own lemonade and soda water maker, particularly valuable to persons residing in isolated places, whether private individuals or publicans, institutions, &c., &c.; particularly he claims the box regulator as his own invention, as also the supply pipes thereto within the cylinder, the "mixer," or agitating fans, as worked by treadles, and by hand, and generally the whole of the parts of the machine, as quite original, when taken in connection with the solutions which he uses to the object sought to be attained; and he believes that no machines of the kind or for the purpose sought to be accomplished have ever yet been produced either here or elsewhere.

Dated at Glen Innes, the first day of February, 1875.

WM. J. GRANT,
Inventor.

This is the specification, marked A, referred to in the annexed Letters of Registration granted to William James Grant, this thirtieth day of March, 1875.

HERCULES ROBINSON.

A Generator for the manufacture of Aerated Waters.

REPORTS.

Sydney, 13 January, 1875.

SIR,

We have read the specification and examined the sketch of a machine for which Mr. Wm. J. Grant has applied for Letters of Registration, and which he proposes to call "The Generator."

We now do ourselves the honor of reporting that we are of opinion that the applicant should be called upon to furnish a more detailed specification stating how the machine is to be worked, and a claim or claims for such part or parts of the machine of which he considers himself the inventor. The drawing should also have letters of reference, to indicate the purposes of the various parts.

We have, &c.,

CHAS. WATT.
E. C. CRACKNELL.

THE PRINCIPAL UNDER SECRETARY.

Sydney, 26 February, 1875.

SIR,

We hereby certify that we have examined the papers and drawings in connection with Mr. William Grant's application for Letters of Registration for a machine to be called the "Generator," and intended for the more ready manufacture of aerated waters, and recommend that Letters of Registration be granted to Mr. Grant for the same.

We have, &c.,

CHAS. WATT.
E. C. CRACKNELL.

THE PRINCIPAL UNDER SECRETARY.

[Drawings—two sheets.]

N^o 1.

M^r W. J. GRANT'S
GENERATOR

for producing aerated waters

FIG. 1.

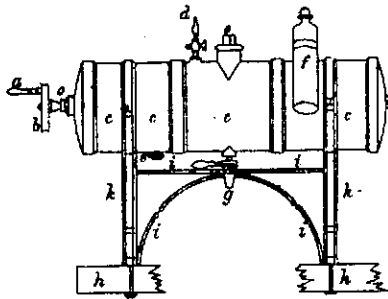


FIG. 2.

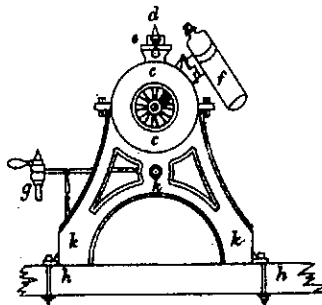
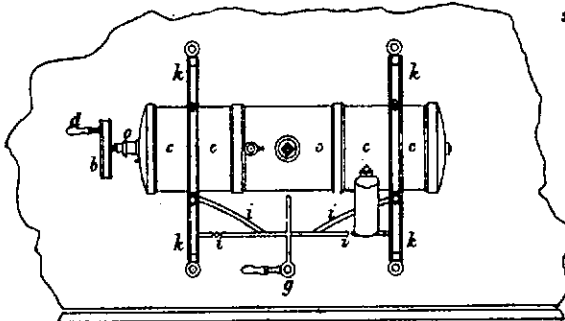


FIG. 3.



Explanation

- a Crank Handle
- b Wheel Crank
- c Cylinder
- d Air vent tap
- e Inlet to Cylinder
- f Acid bottle
- g Draw off Tap
- h Table Top
- i Bar Supports
- k Cylinder frame
- l Agitator fans and bar
- m Horizontal pipes
- n Curved pipe
- o Staffing box
- p Box compartment
- q Slide Valve
- r Draw off pipe
- s Drainer

Scale of feet



This is the Sheet of Drawings referred to in the
annexed Letters of Registration granted to William
James Grant this thirtieth day of March 1875

Hercules Robinson.

(Sig. 3)

N° 2

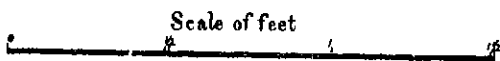
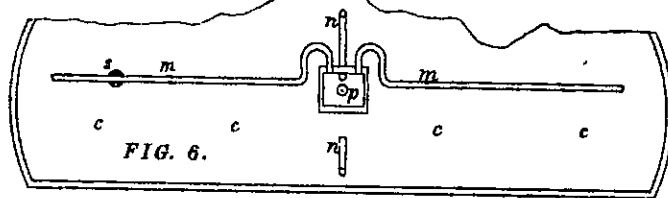
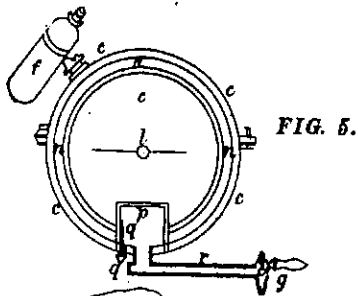
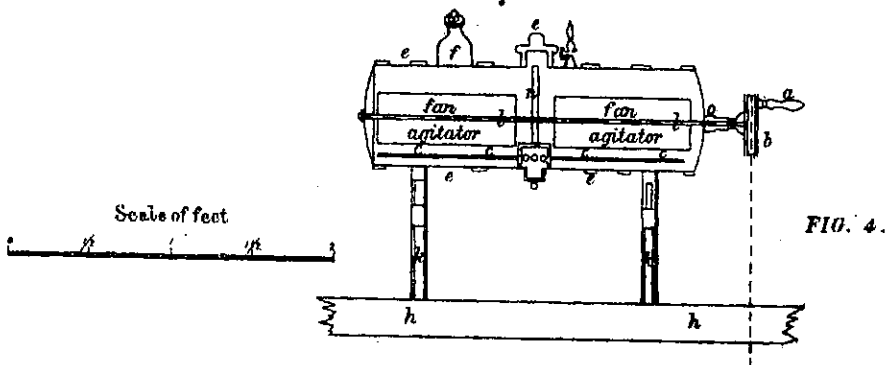


PHOTO-LITHOGRAPHED AT THE GOVT. PRINTING OFFICE, SYDNEY, NEW SOUTH WALES.

This is the Sheet of Drawings referred to in the annexed Letters of Registration granted to William James Grant this thirtieth day of March 1875

Hercules Robinson

(Sig. 3)



A.D. 1875, 19th April. No. 466.

**IMPROVEMENTS IN THE METHOD OF AND MEANS OF EXTRACTING
OLEAGINOUS, FATTY, AND RESINOUS MATTER FROM TEXTILE
MATERIALS, &c.**

LETTERS OF REGISTRATION to Reginald Scaife, for Improvements in the method of and means of extracting oleaginous, fatty, and resinous matter from textile materials, whether animal or vegetable, and from other substances.

[Registered on the 20th day of April, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Commander of the Most Distinguished Order of St. Michael and St. George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting :

WHEREAS REGINALD SCAIFE, of Moorgate-street, in the city of London, United Kingdom of Great Britain, gentleman, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention for "Improvements in the method of and means of extracting oleaginous, fatty, and resinous matter from textile materials, whether animal or vegetable, and from other substances," which is more particularly described in the specification and drawing which are hereunto annexed; and that he, the said Petitioner, hath deposited with the Honourable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years: And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said Reginald Scaife, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof; to have, hold, and exercise unto the said Reginald Scaife, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended: Provided always, that if the said Reginald Scaife shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this nineteenth day of April, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

Improvements in the method of and means of extracting

SPECIFICATION for a Patent to be obtained in the Colony of New South Wales, for REGINALD SCAIFE, of 11, Moorgate-street, city of London, United Kingdom of Great Britain, gentleman.

Improvements in the method of and means for extracting oleaginous, fatty, and resinous matter from textile materials, whether animal or vegetable, and from other substances.

THESE improvements relate to a method and means for extracting oleaginous, fatty, and resinous substances from animal and vegetable substances, textile materials, raw and manufactured seeds, or their envelopes or cases, by the use of alcohol, wood spirit, or naphtha, bisulphide of carbon, various others, and light hydrocarbons employed in the state of vapour and at and above the temperature of their respective boiling points. The invention consists in the application of spirit vapours of the substances named, in closed vessels communicating with other vessels in the which the spirit vapours are condensed, the circulation being assisted in some cases with a force-pump.

The material from which the oleaginous, fatty, or resinous substances are to be extracted is enclosed in a suitable closed vessel, and the material to be vaporized is also enclosed in a suitable vessel, heated preferably by means of steam to the desired temperature; the vapour of the spirit is led by pipes to the upper part of the closed vessel holding the material to be operated upon, from whence forcing itself by its pressure it passes down through the material, carrying with it the substances to be extracted.

When the operation has been continued long enough to purify the material, which depends upon the kind of material and its degree of impurity, the operation is stopped. Then to remove the last traces of the vapour I pass steam, warm air, or warm gases, which is an important feature of my invention; lastly, the material is drawn out of the closed vessel and another charge placed therein.

The vapours, which condense partially in their passage through the material are received, together with the accompanying matters to be extracted, into a condensing vessel, where the spirit is either drawn off or the materials conveyed to a still and separated, or the materials may be conveyed to the first evaporating vessel named for the further production of the spirit vapour.

It is obvious that the method here indicated may be carried out in a variety of ways, but I will describe the form of apparatus I prefer to employ, and which I specially claim as entirely new and original, and I will describe it with the accompanying drawing in an elevation of the apparatus developed without reference to convenience of arrangement, which nearly always depends upon local convenience.

a is a vessel in iron or other suitable material with a movable cover retained in place by screws or other fastenings, for holding the material to be operated upon, provided with a perforated false bottom covered with wire gauze or other suitable material. For the convenience of filling and emptying I put the material in a kind of cage by which the whole charge can be placed in and withdrawn from the vessel by means of a crane or other lifting power, the cover is then full diameter of vessel.

bb' are the closed vessels for the spirit to be vaporized in or to be condensed in; each of these vessels is provided with a steam-jacket, *cc'*, through the enclosed space between which and the vessel *bb* steam is passed to vaporize the spirit or cold water if either of the vessels is to be used as a condenser; to each of these vessels is also fitted for use in certain cases an external coil of pipe, *dd'*, to act by its surface condensation as a condenser or safety tube, and if necessary this may be surrounded by a vessel filled with cold water; *e* is a steam-boiler by which the apparatus is heated; and *f* is a cistern of cold water to supply the condensers; sets of steam-pipes are also in connection with the upper part of the vessel *a* for the purpose of passing steam through the material to be cleansed, a matter of great importance in some cases, as for instance in cotton waste; the cocks shown in the drawing on the courses of the pipes will perfectly explain the means whereby the several communications described are to be effected.

The operation of the apparatus is thus, and presuming that soiled and greasy cotton waste from the factories is to be the material to be operated on, the vessel *a* is filled with the charge (about 1 ton) and the cover screwed down, the charge of spirit is let into the vessel *b* by the funnel *m*, then the steam from the boiler is let into the jacket of *b*, the vapour then rises by the pipe *g* to the top of the vessel *a*, and passing down the material carries the oil with it by the pipe *h'* into the vessel *b'* kept cool by the flow of water from *f* by the pipe *i* to the jacket of *b'*. When the operation is finished, usually in about six hours, the communication from the vaporizer is closed and steam is admitted to *a* by the pipe *j* for a short time, then the inlet of steam is stopped, the cover of *a* removed, and the clean cotton waste extracted, and a new charge placed therein; the process is now reversed as to *b* and *b'*, steam being admitted to the jacket of *b'* and cold water to the jacket of *b* which becomes the condenser and *b'* the vaporizer, conveying its spirit vapour to *a* by the pipe *m*, and so the operation continues. The operation of drawing off the oily matters is effected by the taps *l* and *l'* to be purified in the ordinary methods; *o* and *p* are the taps for the escape of condensed steam, and *q* is the trial tap to show when the operation is finished.

In certain cases there is an advantage in employing the force or lift pump shown at *k* to draw the liquid or vapour from *v* to *b'*, or *vice versa*, and the pump can be driven by hand or power as most convenient.

I claim the use of vapour of the substances named in closed vessels communicating with other vessels in the which the spirit vapours are condensed for the purposes set forth substantially as described.

I claim the use of vapours of the substances named in closed vessels communicating with other vessels, in the which the spirit vapours are condensed for the purposes set forth in combination with a pump for increasing the circulation substantially as described.

I claim the use of the vessel with the perforated bottom for the purposes set forth substantially as described.

I claim the use of the wire cage to hold the material to be placed in the vessel *a* for the purposes named substantially as described.

oleaginous, fatty, and resinous matter from textile materials, &c.

I claim the specific arrangement of apparatus set forth in this specification and drawings for the purposes named substantially as described.

I claim the method of passing steam, warm air, or warm gases through the materials for depriving them of the last traces of the vapour in the process set forth substantially as described.

In witness whereof, I the said Reginald Scaife have hereunto set my hand, this sixteenth day of October, one thousand eight hundred and seventy-four.

REGINALD SCAIFE.

This is the specification referred to in the annexed Letters of Registration granted to Reginald Scaife, this nineteenth day of April, 1875.

HERCULES ROBINSON.

REPORT.

Sydney, 8 March, 1875.

SIR,

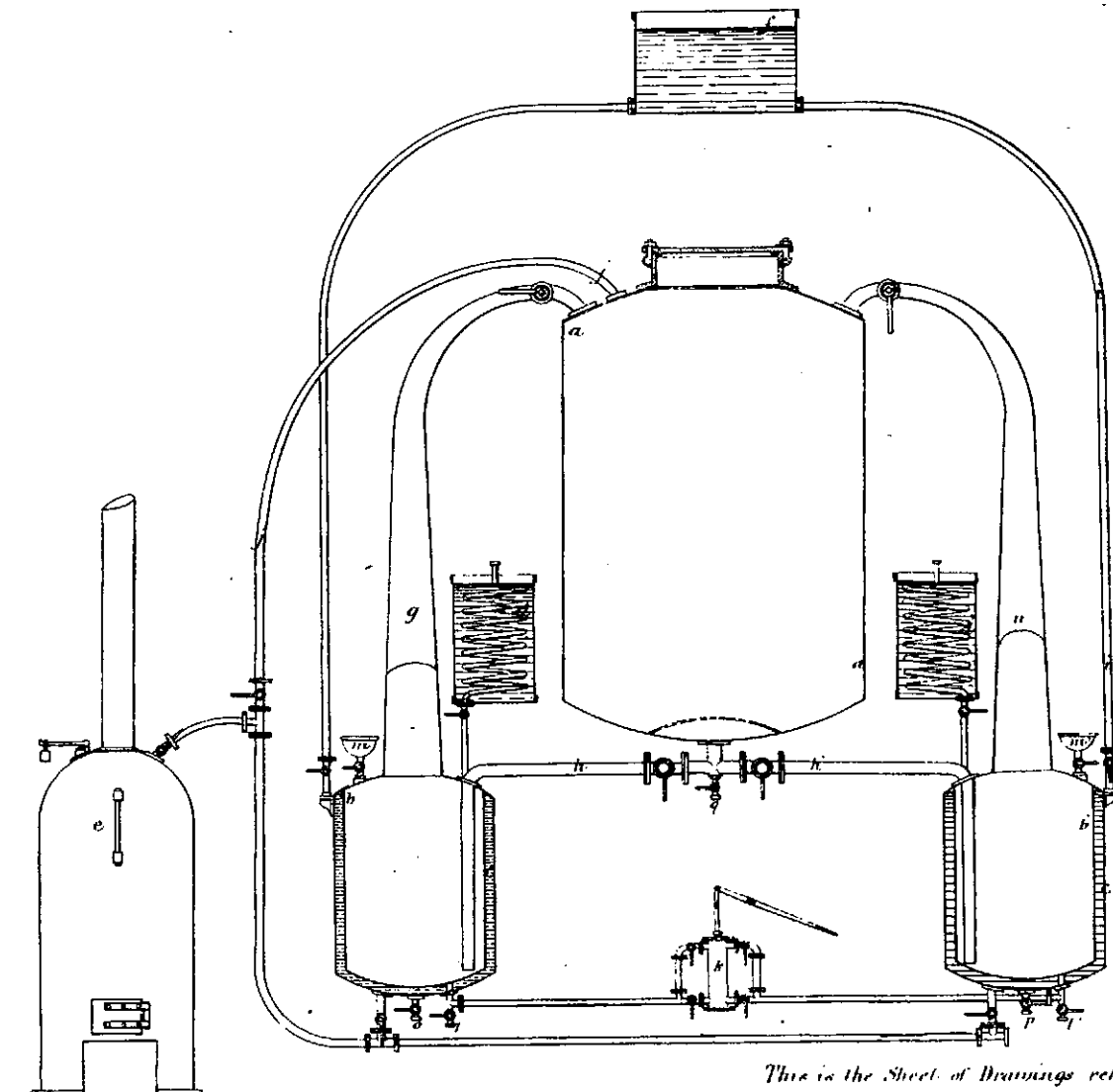
We do ourselves the honor to return to you the documents transmitted to us under your B.C. communication of 22nd ultimo, No. 75-1,125, and which have reference to Mr. Reginald Scaife's Petition for Letters of Registration for his invention for "Improvements in the method of and means for extracting oleaginous, fatty, and resinous matter from textile materials, whether animal or vegetable, and from other substances"; and we have to state that we see no objection to the issue of Letters of Registration asked for, in terms of Mr. Scaife's Petition, specification, claim, and drawing.

We have, &c.,

GOTHER K. MANN.
CHAS. WATT.

THE PRINCIPAL UNDER SECRETARY.

[Drawings--one sheet.]



This is the Sheet of Drawings referred to in the annexed letters of Registration granted to Reginald Scaife, this nineteenth day of April, 1875.

Hercules Robinson.



A.D. 1875, 3rd May. No. 467.

SMOKE-CONSUMING AND HEAT-CONCENTRATING FURNACE.

LETTERS OF REGISTRATION to Andrew Sutherland Low, for a Smoke-consuming and Heat-concentrating Furnace.

[Registered on the 4th day of May, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Commander of the Most Distinguished Order of St. Michael and St. George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting :

WHEREAS ANDREW SUTHERLAND LOW, of the city of Sydney, in the Colony of New South Wales, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention for a "Smoke-consuming and Heat-concentrating Furnace," which is more particularly described in the specification and sheet of drawings, marked respectively A and B, which are hereunto annexed, and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years: And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said Andrew Sutherland Low, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof; to have, hold, and exercise unto the said Andrew Sutherland Low, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended: Provided always, that if the said Andrew Sutherland Low shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court, at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this third day of May, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

Smoke-consuming and Heat-concentrating Furnace.

SPECIFICATION.

My invention consists of an improved method for consuming smoke in a furnace, so constructed that the flames from two or more fires are forced into contact by a blast, whereby, from the peculiar action and combination of the flames, their smoke and gases are consumed, and the heat is utilised without any loss, there being no chimney or stack connected with the furnace.

Its advantages over other methods are:—

- 1st. A complete consumption of smoke and gases.
- 2nd. The utilisation of the heat without any loss of same.
- 3rd. The immense saving consequently in fuel and labour.
- 4th. Its adaptability to any purpose in connection with smelting furnaces or machinery the motive power of which is based upon heat.

Fig. 1 is a ground plan of furnace. Fig. 2 is a sectional elevation of same at GH on plan.

AA are the grates and fire-places.

BB, the receptacles for fuel.

CCC, pipes from the blast.

DD, the ash-pits.

EE, the dampers.

The fuel is admitted from receptacles BB to the grates AA; the flames from the fires AA are forced together by a blast through the pipes CCC, and the smoke and gases from such fires are thereby consumed.

I claim as my invention the application of the flames from two or more fires forced into contact by means of a blast consuming their smoke and gases at such point of contact. I do not confine myself to any number of fires or grates, or any arrangements of flues or pipes, or any manner of supplying fuel, or to air or to parts where supplied, or to any shape, size, or pattern of furnace, or any parts of said furnace, or to any manner or way of utilising said furnace.

ANDREW S. LOW.

This is the specification, marked A, referred to in the annexed Letters of Registration granted to Andrew Sutherland Low. Dated the third day of May, in the year of our Lord one thousand eight hundred and seventy-five.

HERCULES ROBINSON.

REPORT.

Sydney, 9 April, 1875.

SIR,

In returning to you the documents transmitted to us under your B.C. communication of the 16th ultimo, No. 75/1,799, and which have reference to the Petition of Andrew Sutherland Low, praying that Letters of Registration for an invention for a "Smoke-consuming and Heat-concentrating Furnace" may be granted to him, we do ourselves the honor to report that we see no objection to the issue of the Letters of Registration asked for, in terms of Mr. Low's Petition, specification, drawings, and claim.

We have, &c.,

GOTHER K. MANN.
CHAS. WATT.

THE PRINCIPAL UNDER SECRETARY.

[Drawings—one sheet.]

SMOKE-CONSUMING AND HEAT-CONCENTRATING FURNACE.

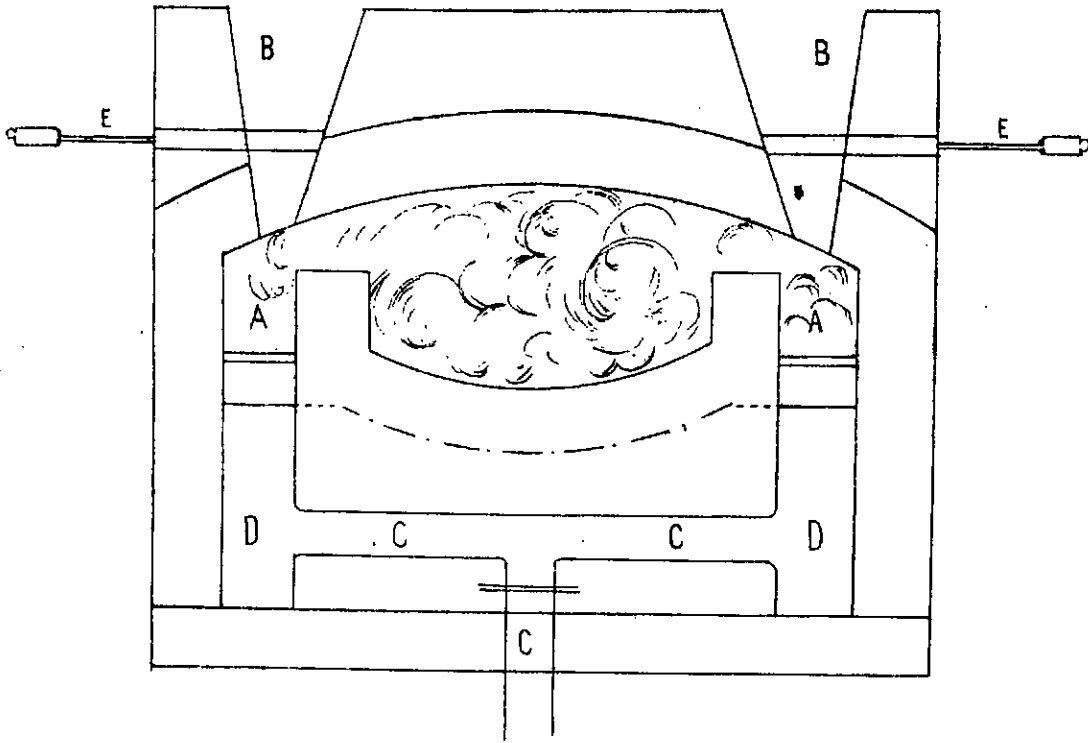
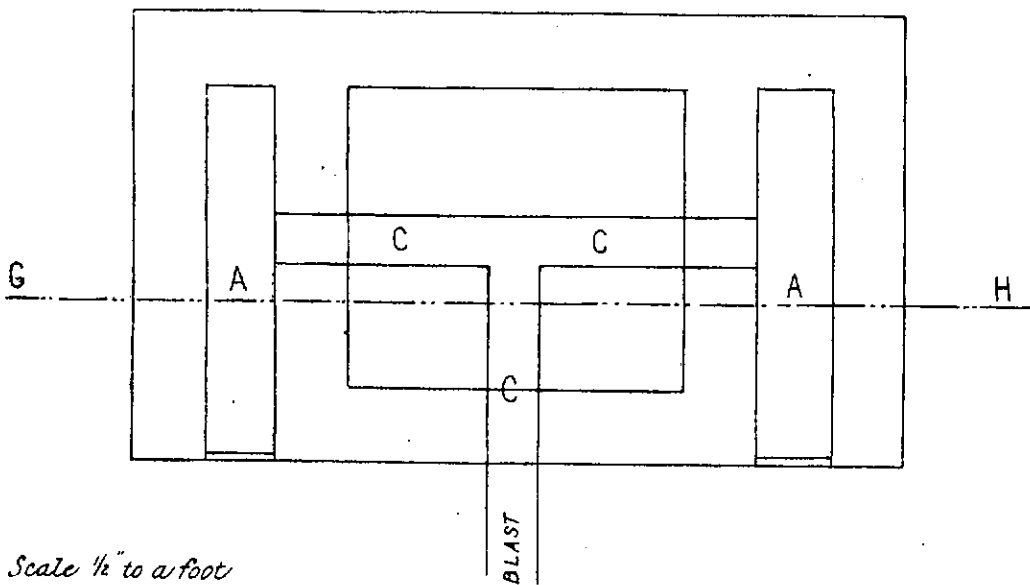


FIG. 2.



Scale 1/2" to a foot

FIG. 1.

This is the Sheet of Drawings marked B, referred to in the annexed Letters of Registration granted to Andrew Sutherland Low, this third day of May in the year of Our Lord one thousand eight hundred and seventy-five.

Hercules Robinson

Andrew S Low

(Sig. 3)



A.D. 1875, 5th May. No. 468.

CLEMENTS' PATENT COMBINED WOOL AND HAY PRESS.

LETTERS OF REGISTRATION to Hanbury Clements, for a Combined Wool and Hay Press.

[Registered on the 6th day of May, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting :

WHEREAS HANBURY CLEMENTS, of Eugoura, in the Colony of New South Wales, grazier, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention of a "Combined Wool and Hay Press," which is more particularly described in the specification, marked A, and the two sheets of drawings, marked B and C respectively, which are herunto annexed ; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four ; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years : And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said Hanbury Clements, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof ; to have, hold, and exercise unto the said Hanbury Clements, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended : Provided always that if the said Hanbury Clements shall not within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court, at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this fifth day of May, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

Clements' Patent Combined Wool and Hay Press.

A.

SPECIFICATION of Clements' Patent Combined Wool and Hay Press.

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, HANBURY CLEMENTS, of Eugowra, in the Colony of New South Wales, grazier, send greeting :

WHEREAS I am desirous of securing by Royal Letters Patent Her Majesty's special license that I, my administrators, executors, and assigns, or such others as I or they should at any time agree with, and no others, should and lawfully might from time to time, and at all times during the term of fourteen years (to be computed on the day of which this instrument shall be left at the Office of the Chief Secretary), make, use, exercise, and vend within the Colony of New South Wales and its dependencies, an invention for pressing wool and hay, having an easy and cheap application of power, as more particularly described in specification :

Here follow particulars :—

The sill-piece A is mortised for receiving the tenon of the column I, and the guide-pieces J are bolted to the cast-iron bracket, which is also bolted to column I; this prevents the column shifting or getting out of the perpendicular when the strain comes on. The wool is put in the box E, the door of which, C, is lifted up and latched when the box is full; then one man at each lever H, having a wood lever inserted, being 8 feet long from the column, begins the pressing process by lifting the lever up and down, after the manner of a pump-handle. At each lift of the lever the lower cam G, having a square hole in, drops down a certain distance corresponding to the elevation of the lever above the horizontal line. The cam being pressed below the horizontal line has the effect of jamming itself on the square bar F, and on the downward stroke of the lever lifts the square bar F up a distance corresponding to the length of lever and fulcrum. The upper cam G then comes into operation, and has the effect of holding the square bar F at the place lifted by the lower cam, until the lower cam drops again for a fresh hold. This operation is continued until the whole of the square bar F passes up through the cams—this having the effect of bringing the cross-head K down, by means of the chain which is connected with K and F. When the lid D has pressed the wool down to the lower box B, the top box C is lifted up until it touches the guide-bar J, thus giving the means of sewing the part of the bale which is carried down on the lid D to the other part which is in the bottom box. When the bale is sewn and ready to go out, the latches of the bottom box are struck up and the bale rolled out; but before this takes place, and in order to release the bale from the pressure of the lid D, the cams G are set in the horizontal line by means of a small bar, when the lid D flies back to the position shown in plan, by means of the great pressure which remains on it during the sewing. In consequence of this rapid return, a great saving of time is effected, and herein lies one of the advantages of this invention. The screw-press is now in general use, but from its taking the same time to return as it does to press, a great loss of time is inevitable, hence the necessity for a machine such as herein described, having all the advantages of the screw as regards power, and having the additional advantage, by reason of its quick motion, of being competent to turn out twice the number of bales per day, and further by its simplicity, and consequently cheapness, of being within the reach of all small farmers.

I also claim the combination of wool and hay press by this invention. In order to convert the wool-press as shown on plan into a hay-press, it is only necessary to remove the boxes B and C, which from the design may be done in ten minutes. The hay then is placed on the bottom boards, and the lid D, working with its guide bars through the guide J, acts equally as well as when working in the box.

I do not bind myself to the precise details herein stated, as it is evident they may be altered or varied without departing from the nature of my invention; but I claim as my invention, the combination of wool and hay press, and peculiar application of power as shown on plan and described in specification.

This is the specification, marked A, referred to in the annexed Letters of Registration granted to Hanbury Clements, this fifth day of May, 1875.

HERCULES ROBINSON.

REPORT.

SIR,

We do ourselves the honor to return to you the documents transmitted to us under your B.C. communication of 27th ultimo, No. 75/1345, which have reference to the Petition of Hanbury Clements, Esq., for Letters of Registration for his invention of a "Combined Wool and Hay Press"; and we have to state that we are of opinion that the Letters of Registration may be granted to Mr. Clements, in terms of his Petition, specification, drawing, and claim.

We have, &c.,

GOTHEK K. MANN.
E. O. MORIARTY.

THE PRINCIPAL UNDER SECRETARY.

[Drawings—two sheets.]

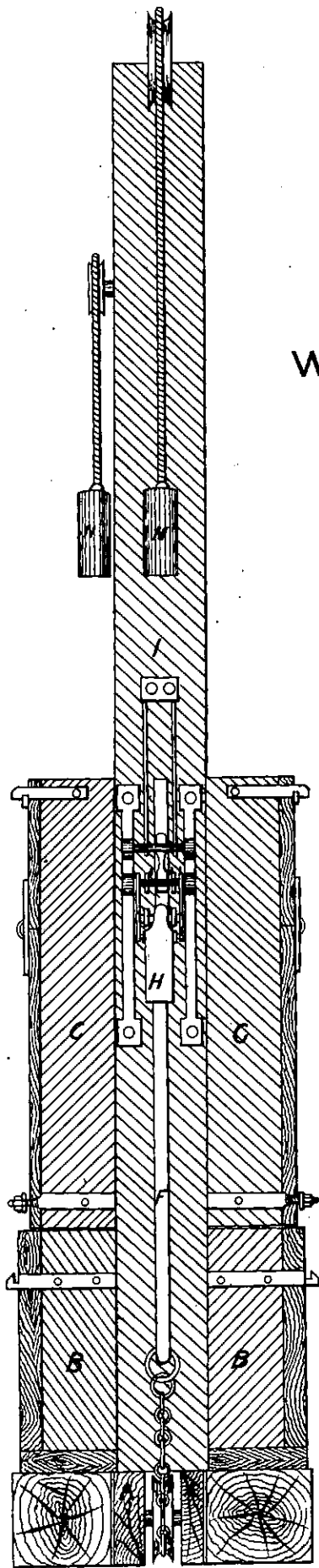
B

CLEMENT'S PATENT WOOL AND HAY PRESS

Scale of Feet.



End Elevation



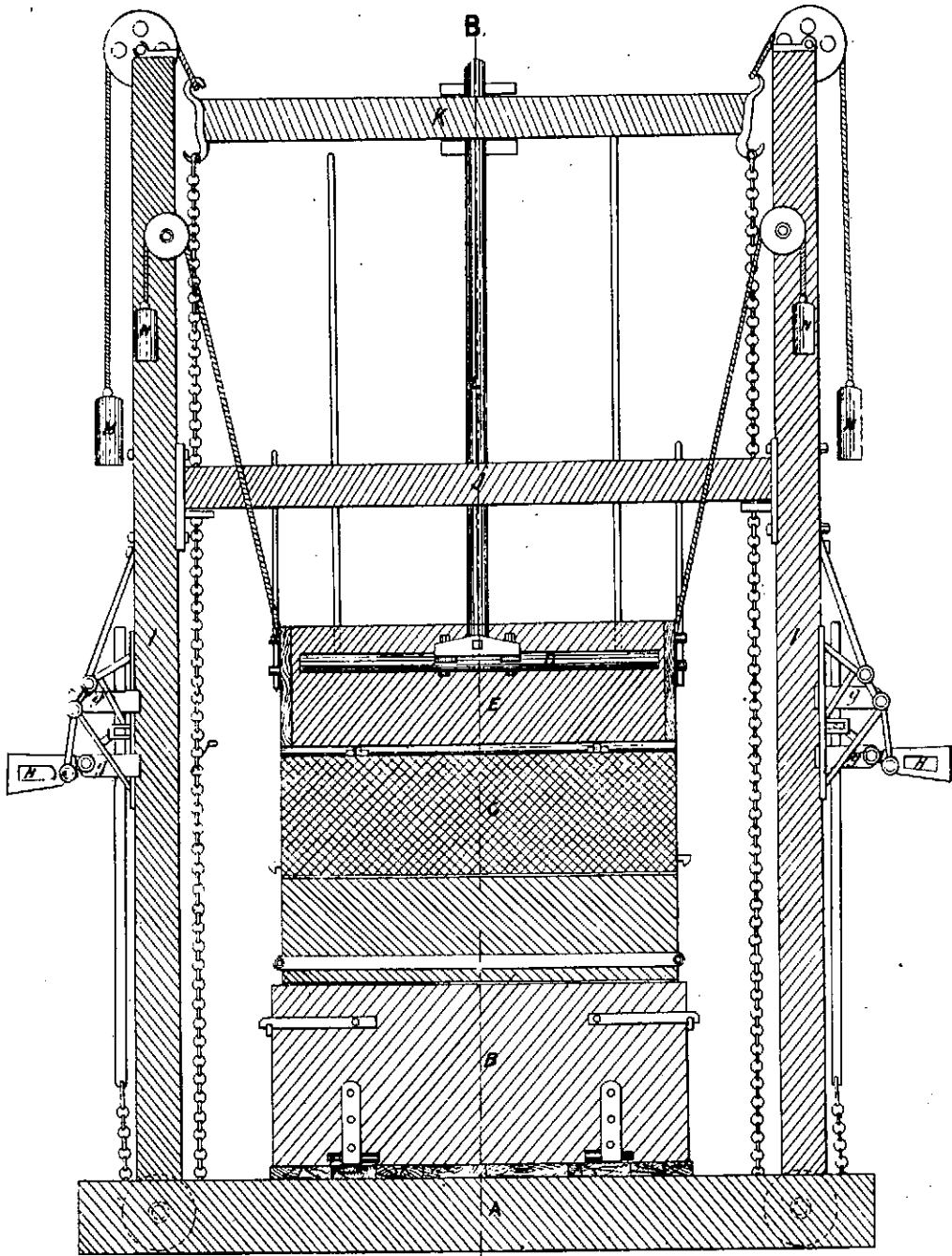
*This is the Sheet of Drawings referred to as
marked B. in the annexed Letters of
Registration granted to Hanbury Clements,
this fifth day of May 1873*

Hercules Robinson.

(5193.)

CLEMENTS PATENT COMBINED WOOL AND HAY PRESS.

Front Elevation



Scale of Feet



This is the Sheet of Drawings referred to in the annexed
 Letters of Registration as marked C. granted to Hanbury
 Clements, this fifth day of May, 1875. *Hercules Robinson.*



A.D. 1875, 10th May. No. 469.

IMPROVEMENTS IN MACHINERY FOR PULVERIZING AND AMALGAMATING.

LETTERS OF REGISTRATION to Edward Youngman Harrison, for Improvements in Machinery for Pulverizing and Amalgamating.

[Registered on the 11th day of May, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting:

WHEREAS EDWARD YOUNGMAN HARRISON, of High-street, Avoca, in the Colony of Victoria, engineer, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention for "Improvement in Machinery for Pulverizing and Amalgamating," which is more particularly described in the specification and sheet of drawings which are hereunto annexed; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years: And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said Edward Youngman Harrison, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof; to have, hold, and exercise unto the said Edward Youngman Harrison, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended: Provided always, that if the said Edward Youngman Harrison shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this tenth day of May, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

Improvements in Machinery for Pulverizing and Amalgamating.

SPECIFICATION of EDWARD YOUNGMAN HARRISON, of High-street, Avoca, in the Colony of Victoria, engineer, for an invention of "Improvements in Machinery for Pulverizing and Amalgamating."

THESE improvements have reference to that class of pulverizing and amalgamating machines in which a mechanical pulverizer rolls around the inside of a rotating basin set at an angle, like what is commonly known as the "Berdan basin." The side and bottom of the "Berdan" form one continuous curve, so as to accommodate themselves to a ball or spherical pulverizer, but I make my basins with a flat bottom, and sides placed at such an angle to each other as to accommodate themselves to a conical pulverizer resting and revolving on the side or wall. Second: I introduce a ledge, projecting inwards from the upper part of the side or wall, in which said ledge are openings covered with gratings for the passage of the material treated. Third: I cover the face of the ripple or well, between the ledge and the top part of the wall of the basin, with copper plates. Fourth: As an alternative to the introduction of the ledge, I make the upper part of the wall of the basin at an angle midway between that of the ledge and the upper part of the wall, and provide grating openings therein, as in the ledge. Fifth: As an alternative to the conical pulverizer I use an arc-shaped drag, thicker on its outer edge than its inner, and with passages through it from top to bottom. All these improvements (with the exception of the first) may be applied and adapted to an ordinary Berdan basin, if that shape of bottom be preferred.

Referring now to the drawings hereto attached, figure 1 shows cross-sectional elevation of basin, with my first, second, and third improvements; figure 2 shows cross-sectional of basin, with my fourth improvement; figure 3 is plan of ledge in figure 1, and plan of upper part of wall in figure 2, both being alike; figure 4 is a representation of my drag; figures 5 and 6 are cross-sections on a larger scale of that portion of the basins shown in figures 1 and 2 which contain my second, third, and fourth improvements.

In figure 1 the framing, which may be of either wood or iron, is marked 1. 2 is the shaft supporting the basin; 3, inner periphery of the basin; 3A, support or connection of the basin to the shaft; 4, the ledge; 5, outer projection, forming a ripple or catch; 6, grating on the ledge through which the pulverized material is discharged; 7, conical roller; 8, copper plate; 9, conical end of shaft 2, fixing into footstep; 10, footstep; 11, cover of footstep fixed on shaft; 12, plummer block, supporting shaft 2; 13, driving and pinion wheels; 14, plugs or taps for cleaning out basin; 15 is a dotted line showing how the basin may be modified so that a ball may be used instead of the conical roller, in which case the ledge 4 and outer projection 5 would become improvements on the ordinary Berdan basin.

In figure 2, 1 is the grating; 2, the wrought-iron band, holding down grating by glands bolted to projection; 3, the glands holding down band; 4, the lip, cast all round the outer periphery; 5, copper plate; 6 is a dotted line, showing how the basin may be modified so as to make my upper wall and grating improvements on a Berdan basin.

In figure 3 the grating is marked 1, the glands 2, the wrought-iron band holding down grating 4, and the ledge or upper wall 5.

In figure 4 the upper surface is covered with copper plates, 2. This drag is more especially suitable for grinding burnt pyrites, and is made to fit the inner periphery of the basin. The shape of the drag may be modified so as to fit a Berdan basin.

In figures 5 and 6, 1 is the grating, 2 wrought-iron band, 3 glands, 4 outer projection or wall, 5 copper plate, 6 lip. The arrows show the discharge.

Having thus described the nature of my invention, and the manner of performing same, I would have it understood that I do not confine myself to precise details, so long as the nature of my said invention be retained; but I claim the five improvements in machinery for pulverizing and amalgamating hereinbefore set forth and described.

This is the specification referred to in the annexed Letters of Registration granted to Edward Youngman Harrison, this tenth day of May, 1875.

HERCULES ROBINSON.

REPORT.

SIR,

Sydney, 7 April, 1875.

In returning to you the documents transmitted for our report, under your B.C. communication of the 22nd ultimo, No. 75-1,929, and which have reference to the Petition of Edward Youngman Harrison praying for a grant of Letters of Registration for his invention for "Improvements in Machinery for Pulverizing and Amalgamating," we do ourselves the honor to state that we see no objection to the issue of the Letters of Registration asked for, securing to Mr. Harrison his invention in terms of his Petition, specification, drawings, and claim.

We have, &c.,

GOTHER K. MANN.
CHAS. WATT.

THE PRINCIPAL UNDER SECRETARY.

HARRISON'S PATENT BASIN.

Figure 1.

Figure 2.

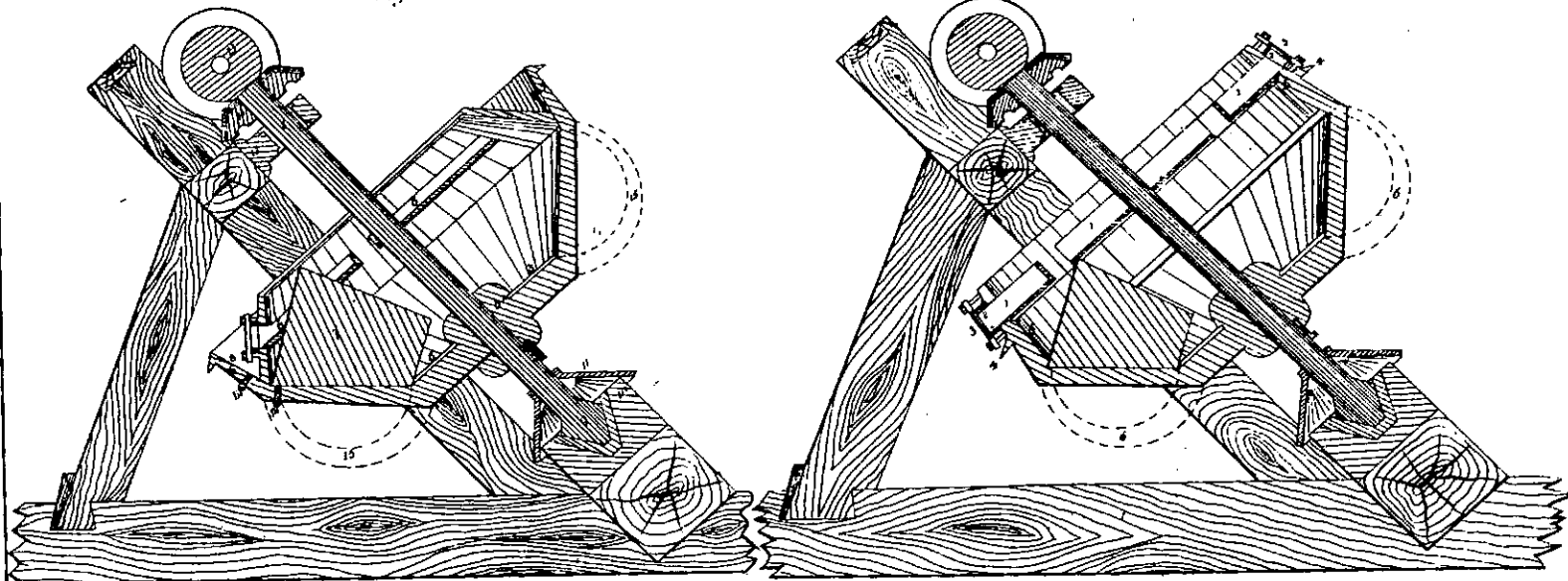
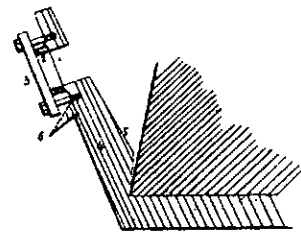
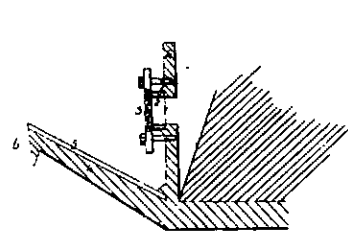
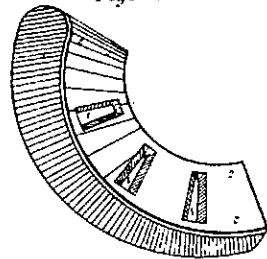
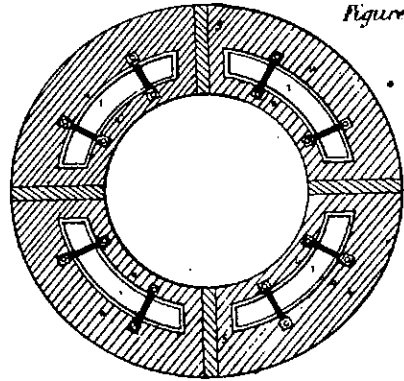


Figure 3.

Figure 4.

Figure 5.

Figure 6.



This is the Sheet of Drawings referred to in the annexed Letters of Registration granted to Edward Youngman Harrison this tenth day of May 1875.

Hercules Robinson.



A.D. 1875, 10th May. No. 470.

A NEW APPARATUS FOR TYING KNOTS.

LETTERS OF REGISTRATION to Joshua Alexander Kay, for a new Apparatus for tying Knots.

[Registered on the 11th day of May, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting:

WHEREAS JOSHUA ALEXANDER KAY, of Lonsdale-street East, Melbourne, in the Colony of Victoria, machinist, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention for "A new Apparatus for tying Knots," which is more particularly described in the specification, marked A, and the four sheets of drawings, marked respectively B, C, D, and E, all of which are hereunto annexed; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years: And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said Joshua Alexander Kay, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof; to have, hold, and exercise unto the said Joshua Alexander Kay, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended: Provided always, that if the said Joshua Alexander Kay shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court, at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this tenth day of May, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

A new Apparatus for tying Knots.

A.

SPECIFICATION of JOSHUA ALEXANDER KAY, of 91, Lonsdale-street East, Melbourne, in the Colony of Victoria, machinist, for an invention intituled "A new Apparatus for tying Knots."

THIS invention consists first and chiefly of certain tools, implements, or devices for tying knots; and secondly, of certain contrivances for imparting the necessary motion to such tools.

My tools, implements, or devices for tying knots consist primarily of a looper—a horizontally sliding hook, a rotating hook, and a hooked finger and thumb. Secondly they consist of a needle, a knot slipper, a fixed hook, a top, bottom, and middle cord catcher or holder, and a knife. The knot is tied inside an oblong casing which I call the knotting box.

My looper consists of an oblong slab having three prongs at one end and some rack teeth on its face. The upper prong is grooved lengthwise on its upper side, and the middle one on its lower side. A slot is made in the back to receive a pin or stud for working the horizontally sliding hook.

The horizontally sliding hook is the hooked end of a metal rod which is connected to a lever working vertically on a central stud or pivot in the knotting box. At the lower end of this lever is the pin or stud which works in the slot at the back of the looper.

The rotating hook is a piece of cranked or bent steel, one end of which fits into a socket in the end of a horizontal shaft running through the centre of one end of the knotting box and the other end of which is hooked.

The hooked finger and thumb consist of two metal rods connected together so that they will move simultaneously until they reach a given point, when the hooked finger will proceed alone and the thumb wait until it returns. The thumb will then resume its position and motion as before.

My needle consists of a curved arm bent into very nearly the shape of a semi-circle, with holes at intervals to permit the string or cord to pass through from back to front and from front to back again, and with an eye near the extremity as is usually the case with needles.

My knot-slipper consists of a piece of narrow flat metal, forked at its working end.

My fixed hook projects horizontally from the interior of the casing in which the knot is tied, not across it but lengthwise with it, reaching to the centre and on such a level as to be just below the middle prong of the looper.

My cord catchers or holders consist of moving contrivances for holding the cord or string more or less tightly against certain fixed parts of the framing.

My knife is simply a piece of sharpened steel, its use being to cut the cord or string at the precise time required.

The motions of my primary tools are as follows:—Supposing the knot required is to be made with double string, as in knotting the two ends of a band together (this being as I believe the principal use of my invention), then the two strings must be held by some suitable tension and pass over the end of the prongs or fingers on the looper. The forward motion of this looper strains the string and pulls it a little from the tension, whilst at the same time the horizontally sliding hook at the back of it draws back the upper end of the double cord or string and strains it over the top of the looper, whilst the fixed hook prevents the double string or cord from moving below the horizontally sliding hook, thus removing the ends of the string from the course to be subsequently travelled by the rotating hook.

The string around the looper then forms three sides of an oblong. The rotating hook now comes into play, catching the double string or cord just below the fixed hook and winding it around the front, over the top, and very nearly half-way down the back of the looper, when the hooked finger passing obliquely between the prongs of the looper reaches the back of the casing, when the rotating hook continuing its rotation (which never ceased) carries the double string inside the hook of the finger just referred to, which immediately retires, carrying the double string or cord through the circle formed by the rotating hook, and being held firmly by the thumb as it returns to its position deliberately tightens the knot, the knot slipper meantime rising up underneath and compelling the knot to slip in the required direction whilst it is being tightened.

The needle is needful to carry down the string or cord from time to time to the bottom holder or gripper which takes it from the eye of the needle whilst the knife cuts it off; the lower holder or gripper then releases it and the middle one takes it, acting as a tension during most of its time, whilst the top gripper or catch is placed close to the position where the knot is required to be tightened and holds the string until the process is completed. The loop of cord or string having its ends tied into a knot, and containing anything or nothing, then falls from the apparatus.

In order however that my invention may be distinctly understood, I will now proceed to describe the drawings hereto annexed, which clearly illustrate the several parts of my apparatus and the mode of working them.

Figure 1 is a front view; figure 1^a, a back view; figure 1^b, front end view; and figure 1^c, top view of my looper A.

Figure 2 is a front view and figure 2^a is top view of my oblong casing with the top plate and looper removed so as to exhibit the horizontally sliding hook B, rotating hook C, and the fixed hook D, the latter figure showing the finger and thumb, F and F^a, as they appear when at the extremity of their stroke.

Figure 3 is front view; figure 3^a, top view; and figure 3^b is cross section on line *aa* in figure 3 of my oblong casing complete.

Figure 4 is top view, and figure 4^a is side view of my hooked finger F and thumb F^a; whilst figures 4^b and 4^c are views of the under and front sides respectively of the case in which they work; and figure 4^d is front end view thereof.

Figures 5, 5^a, and 5^b show respectively back, side, and top view of my needle G.

Figures 6 and 6^a show respectively front and side view of my knot slipper H in position.

Figures 7 and 7^a show respectively top and side views of my top cord catcher or holder, I.

Figures 8 and 8^a show respectively top and end view of my bottom cord catcher, J.

Figures 9, 9^a, and 9^b show respectively top, end, and side view of my middle cord catcher, K.

Figures 10 and 10^a show respectively top and end view of the knife, L.

In

A new Apparatus for tying Knots.

In working my apparatus I first thread the needle with the string or cord to be used and pull it through the eye sufficiently far to admit of its being passed down in front of the knotting box and turned round the lower holder J as shown in figure 11. The material around which the string is to pass is then placed in the position shown in figure 11^a, and the needle commences its motion; descending in front of the knotting box it passes between two guides just above the middle holder, which then presses forward and keeps it in position but does not hold it. Still descending it reaches the lower holder J, which releases its grip of the first cord at the same time that the middle holder presses fully forward and grips both it and the cord last supplied (see figure 11^b), whilst immediately afterwards the knife L cuts the string just above the lower holder in front of the needle. The motion of the knife follows that of the lower holder so quickly as to be almost simultaneous. The top holder I also presses itself dead up at the same time as the lower one. The needle then commences to retrace its motion, simultaneously with which the looper commences to move forward in the knotting box, and the hook B (which passes immediately over the top of the upper prong) to move backward, the two hooks B and D preserving the top and bottom portion of the loop in the required positions. When the looper has reached the extremity of its stroke (see figure 3), the rotating hook C catches the lower end of the loop and winds it around the two upper prongs of the looper until it has made very nearly three-fourths of a rotation, when the hooked finger F and thumb F¹ pass between the prongs of the looper, the thumb waiting just inside whilst the hooked finger presses onward to the back of the casing, when the rotating hook C continuing its rotation carries the string in front of the hooked finger F, which immediately retires with it to the thumb. This then closes upon it and holds it fast, both together retiring backwards into their case F², simultaneously with the backward movement of the looper A and the forward movement of the sliding hook B. Prior to these backward movements being completed, and immediately after the finger and thumb are outside the casing E, the knot slipper H rises and catches the string between its forks just in front of the knot, then as the thumb and finger retire the slipper slips along the string the knot which has been previously formed quite close to the top catch I, which then releases its hold and the weight of the material contained in the band draws the string from the finger and thumb so as to allow it to fall clear of the machine.

It will be noticed that each time the needle descends it carries two lengths of cord or string with it, one on each side of its eye and each having a slight tension on it. In the one case this tension is produced by the weight of the material being bound, and in the other by the resistance of the reel on which the cord is wound. It will also be noticed that in starting the machine the cord or string is first passed down to and held by the lower holder, then passes around the bundle to be tied, and then through the eye of the needle, so that when it descends it takes two lengths of cord or string, making altogether three lengths in the machine at one time. Two of these are released as each knot is tied, leaving a third one with which to commence forming the next band. This third string is by the upward motion of the needle kept quite clear of the other two until they have been knotted and released from the machine.

The second part of my invention consists of certain contrivances for imparting the necessary motion to the tools, implements, or devices just described. These contrivances need but little further description beyond what is given by the drawings of them, to which I am now about to refer, except to state that they are all to be driven from one main shaft, which in every case has a dotted line drawn across its centre.

Figure 13 then is the contrivance for imparting motion to the segmental rack A¹, which works the looper. This segmental rack is made elbow-shaped (see figure 22). The motion is imparted by the eccentricity of the groove A² on disc A⁴ in which the stud or roller A³ travels, thus operating lever A⁵, at the end of which is vertical stud A⁶, to which the segmental rack is attached.

Figure 14 is the contrivance for rotating hook C. Here again the motion is imparted by the eccentricity of a groove, C¹, on disc C⁹ in which a stud or roller C² travels, thereby revolving circular ratchet C⁴ and spur wheel C⁵ through the intervention of jointed crank lever C⁶; C³ being a spring pawl; C⁷ and C⁸ being small toothed wheels, the latter being on the end of horizontal spindle in the opposite end of which the rotating hook C is received and fastened.

Figures 14^a and 14^b are respectively front and side sectional views of that part of the machine which is under the knotting box and shown at the end of figure 14.

Figure 15 is the contrivance for operating the hooked finger and thumb F and F¹, through the intervention of segmental rack F², pinion F³, and spur wheel F⁴, gearing into the rack F⁵ on the tool itself. In this case also the motion is imparted to the elbow-shaped segmental rack by the eccentricity of a groove F⁶ on disc F⁸, in which a stud or roller, F⁷, travels, thus operating lever F⁹, at the end of which is vertical stud, F¹⁰, to which the segmental rack F² is attached.

Figure 16 is the contrivance for operating the needle. At the end of the driving shaft is a disc, G¹, having an eccentric pin, G², projecting from its face, which is connected by rod G³ to the crank G⁴ at the end of shaft G⁵ which carries the needle.

Figure 17 is the contrivance for working the knot slipper, the motion being imparted by means of the lug or projection H¹ on disc H², pushing lever H³, and so operating the tool through the medium of the forked lever H⁴. H⁵ being a spring to keep the lever H³ in position between the motions of the tool.

Figure 18 is the contrivance for working the top catch, which is bent downwards at its extremity. This bent part I¹ is clasped by fork I², at the end of lever I³, which is operated by stud or roller I⁴ travelling over the projections I⁵ on disc I⁶.

Figure 19 is the contrivance for working the bottom catch, which is worked by a triangular stud or pin, J¹, travelling over projection J² on disc J³, thus operating lever J⁴, at the end of which is the catch; J⁵ (see figure 23) is flat metal spring for keeping this catch in its nominal position.

Figure 20 is the contrivance for working the middle catch or holder, which is worked by stud or roller K¹, travelling over projection K² on other side of disc J³, thus operating lever K³ at the end of which is the catch—K⁴ being a spiral spring for withdrawing the catch from the string immediately the stud or roller K¹ falls off the projection K².

Figure 21 is the contrivance for operating the knife, which is kept in its nominal position by flat spring L¹ (see figure 23). Motion is imparted to it by the travel of stud or roller L² over the projection L³ on the opposite side of disc I⁶, thereby moving lever L⁴ at the end of which is the knife.

M is the driving shaft, upon which all the discs are fastened, and from which the whole machine is operated.

Referring

A new Apparatus for tying Knots.

Referring now to the machine as a whole: figure 22 is a top view; figure 23, a top view with the top plate removed; figure 24, a front end elevation; and figure 25, a plan of the machine when turned upside-down.

The order in which the several motions take place is as follows:—The needle first descends, and when its point is level with the knife, the roller K^1 of the middle holder comes in contact with the eccentric cam or projection on the disc K^2 . The bottom catch J commences to move just as the point of the needle is on a level with the bottom of it. The knife L , moving almost simultaneously, then enters between the cord and the needle. Just before the completion of the downward stroke of the needle the top catch I commences to press in, and is dead up immediately before the knife cuts. The bottom catch J presses up at the same time as the top one, and passes between the cord and the needle just above the needle's eye. The segmental rack A^1 commences to move almost immediately after the top catch is dead up. At half stroke of this rack, and when the point of the needle has risen about three-eighths of an inch above the knife, the other segmental rack F^2 commences to move, and the finger is just at the mouth of its own case when the lower catch and knife act. The rotating hook then commences to rise and rotate. The roller K^1 now falls off the projection K^2 acting as a tension during the latter part of its stroke. Immediately the rotating hook has risen sufficiently high, the finger and thumb F and F^1 pass underneath and enter the front of the knotting box, the speed of the finger increasing as it enters; the thumb stops just inside and the finger proceeds onward to the back of the box, waiting until the rotating hook passes inside it, when it immediately withdraws to and joins the thumb, which together retire outside the front of the box. The knot slipper H now rises, catching the string in its fork just between the knot and the finger and thumb. The looper now retires and the finger and thumb recede into their case, thus tightening the knot whilst the slipper slips it along close to the material being bound; the top catch I then withdraws, and the operation is completed.

Having thus described the nature of my invention and the manner of performing same, I would have it understood that I attach far greater importance to the tools, implements, or devices and the motions imparted to them, which constitute the first part of my invention, than to the contrivances for imparting such motions, inasmuch as the latter may be altered or varied without departing from the nature or essence of my invention.

I would also have it understood that I believe the principal use of my invention will be in tying knots in string around sheaves of grain; but inasmuch as my apparatus will tie knots in single or double string, and for any purpose whatever, I do not confine myself to any particular purpose to which my apparatus may be applied, but I claim,—

First.—The peculiar construction of each of my tools, implements, or devices for tying knots, marked respectively A , B , C , D , E , F , F^1 , G , H , I , K , and L .

Second.—The peculiar motions imparted to each of these tools, implements, or devices herein described.

Third.—The several contrivances herein described for imparting the required motion to each such tool, implement, or device.

Fourth.—The combination of parts forming my complete apparatus for tying knots, substantially as herein described and explained.

This is the specification, marked A , referred to in the annexed Letters of Registration granted to Joshua Alexander Kay, this tenth day of May, 1875.

HERCULES ROBINSON.

REPORT.

Sydney, 15 April, 1875.

Sir,

In returning to you the documents transmitted to us under your B.C. communication of the 24th ultimo, No. 75/1,931, and which have reference to Joshua Alexander Kay's Petition for Letters of Registration for "A new Apparatus for tying Knots," we do ourselves the honor to state that we see no objection to the issue of the Letters of Registration asked for, in terms of Mr. Kay's Petition, specification, drawings, and claim.

THE PRINCIPAL UNDER SECRETARY.

We have, &c.,
GOTHER K. MANN.
FRANCIS HIXSON.

[Drawings—four sheets.]

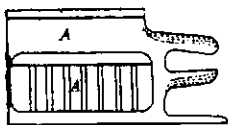


FIG. 1



FIG. 1^b

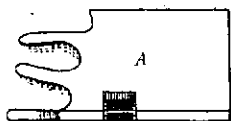


FIG. 1^a

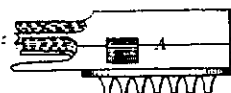


FIG. 1^c

Looper

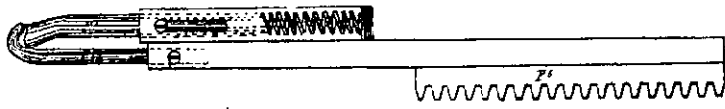


FIG. 4



FIG. 4^a

Hooked Finger and Thumb

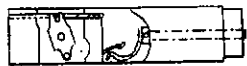


FIG. 2.

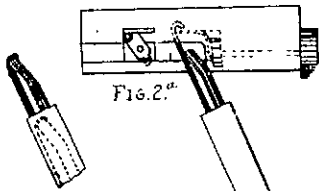


FIG. 2^a

Knotting box with Top plate & Looper removed.

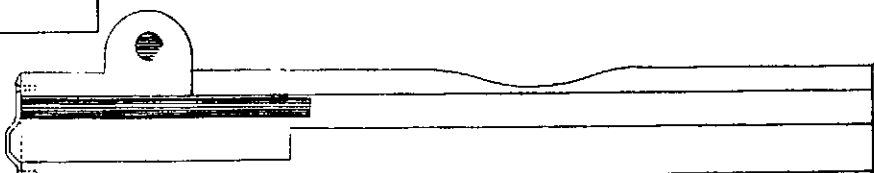


FIG. 4^b

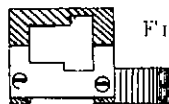


FIG. 4^c

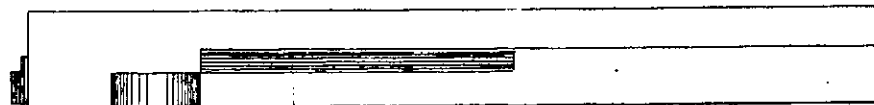


FIG. 4^d

Casing for Hooked Finger and Thumb.

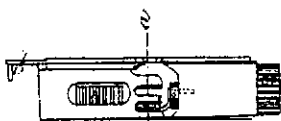


FIG. 3



FIG. 3^a



FIG. 3^b

Knotting box complete.

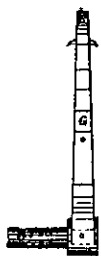


FIG. 5

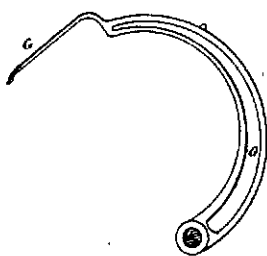


FIG. 5^a



FIG. 5^b

Needle.

This is the Sheet of Drawings marked B. referred to in the annexed Letters of Registration granted to Joshua Alexander Kay this tenth day of May 1875.

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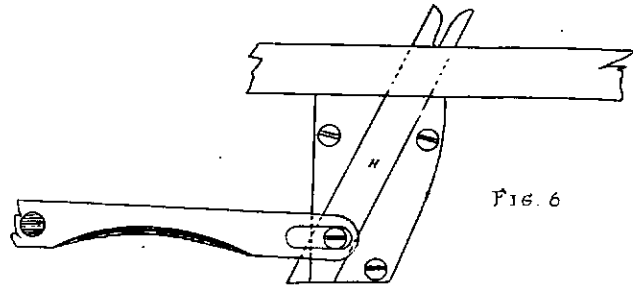


FIG. 6

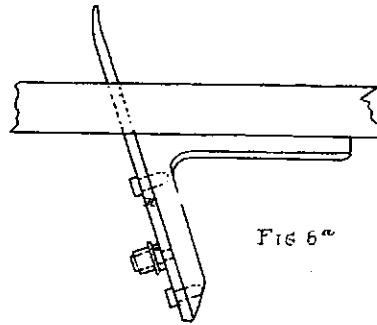


FIG. 6^a

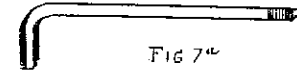


FIG. 7^a

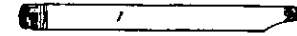


FIG. 7

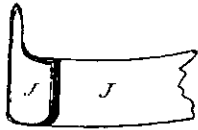


FIG. 8.

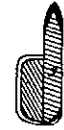


FIG. 8^a

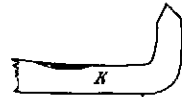


FIG. 9.



FIG. 9^a



FIG. 9^b

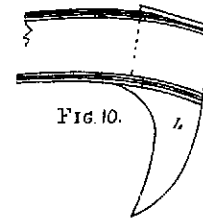


FIG. 10.



FIG. 10^a

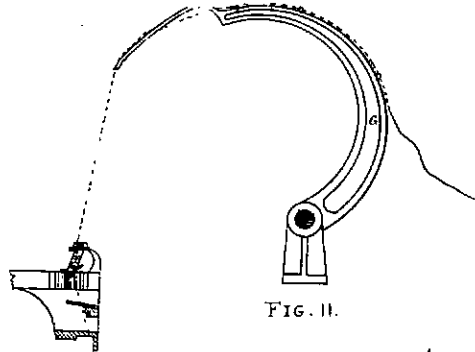


FIG. 11.

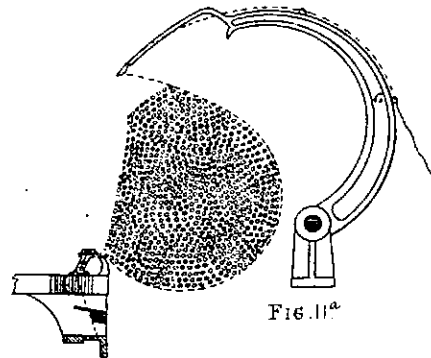


FIG. 11^a

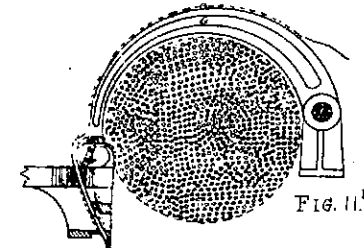


FIG. 11^b

This is the Sheet of Drawings marked C. referred to in the annexed Letters of Registration granted to Joshua Alexander Kay this tenth day of May, 1875.
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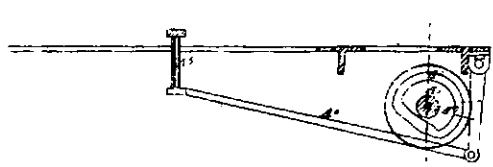


FIG. 13.

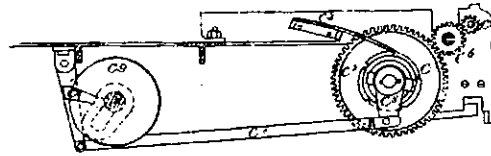


FIG. 14.

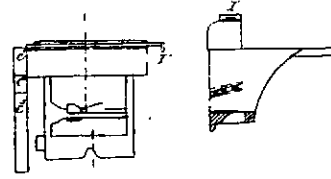


FIG 14^a

FIG 14^b

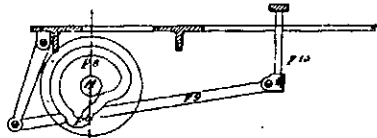


FIG 15.

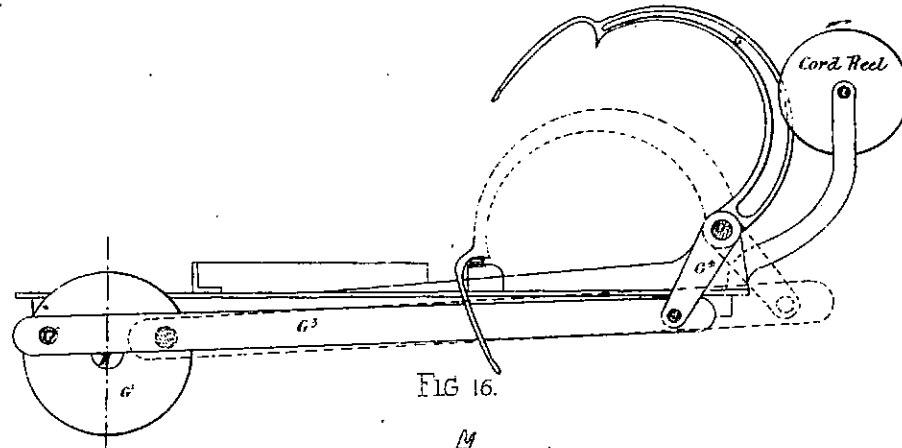


FIG 16.

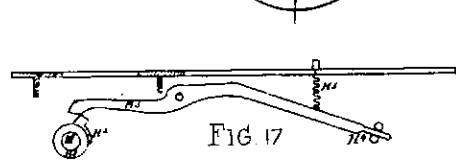


FIG 17

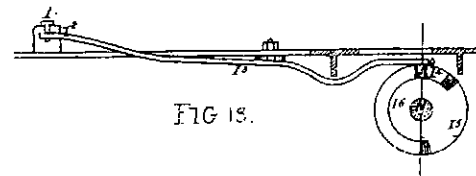
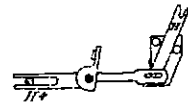


FIG 19.

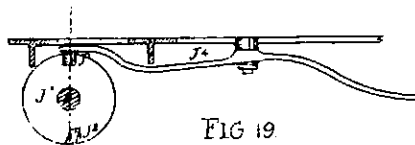


FIG 19

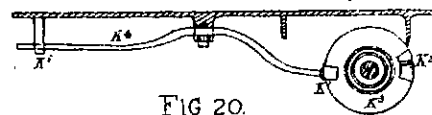


FIG 20.

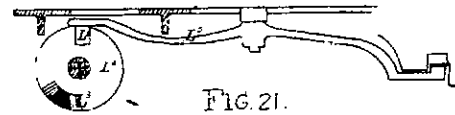


FIG 21.

This is the Sheet of Drawings marked D referred to in the annexed Letters of Registration granted to Joshua Alexander Kay this tenth day of May 1875.

Hercules Robinson

(Sig. 3.)

(Copy.) E.

N° 470.

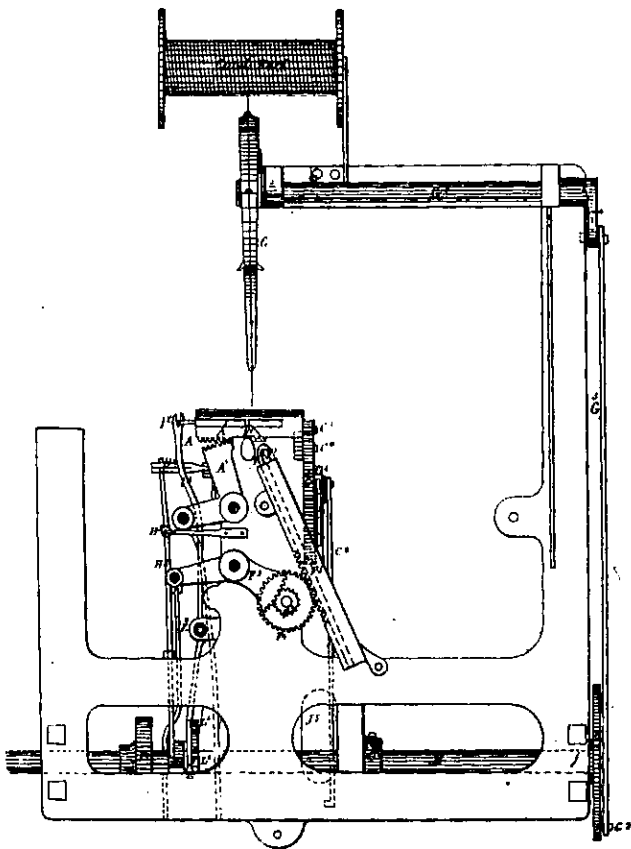


FIG. 22.

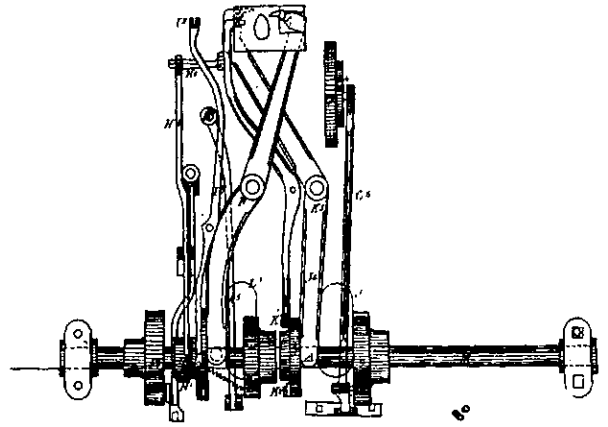


FIG. 23.

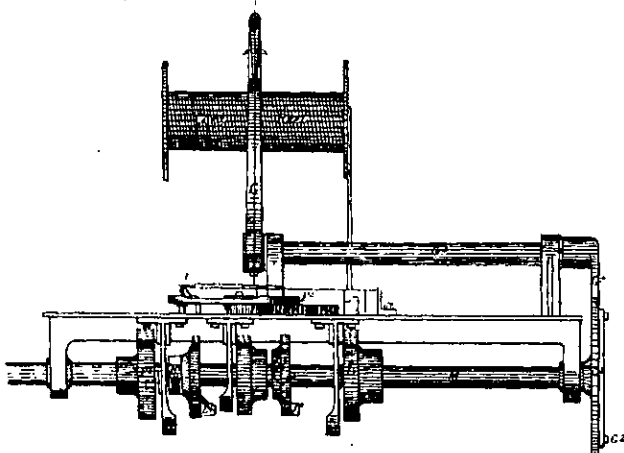


FIG. 24.

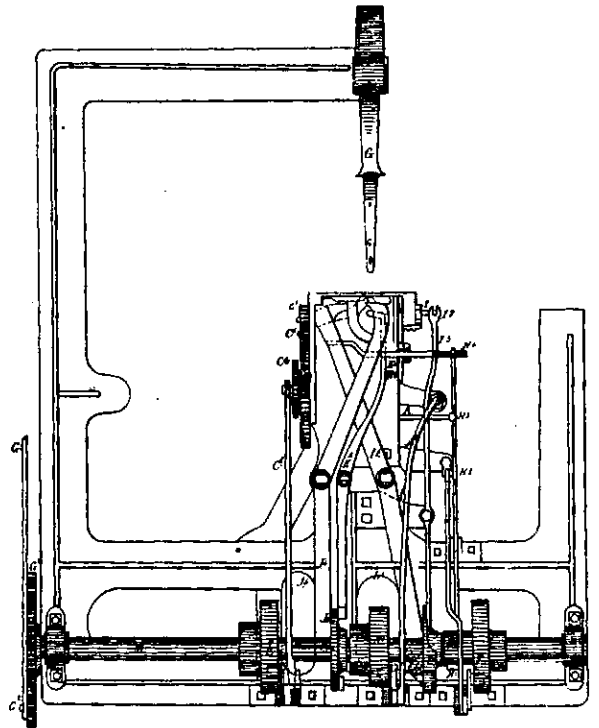


FIG. 25.

*This is the Sheet of Drawings marked E referred to in the
annexed Letters of Registration granted to Joshua
Alexander Kay this tenth day of May 1875.*

Hercules Robinson.



A.D. 1875, 10th May. No. 471.

IMPROVED MODE OF AND APPARATUS FOR RAILWAY SIGNALLING.

LETTERS OF REGISTRATION to Austin Chambers, for an Improved Mode of and Apparatus for Railway Signalling.

[Registered on the 11th day of May, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting :

WHEREAS AUSTIN CHAMBERS, of Marylebone Road, in the County of Middlesex, England, signal engineer, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention for "Improved Mode of and Apparatus for Railway Signalling," which is more particularly described in the specification, marked A, and the four sheets of drawings, marked B, C, D, and E, respectively, all of which are hereunto annexed; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years: And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said Austin Chambers, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof; to have, hold, and exercise unto the said Austin Chambers, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended: Provided always, that if the said Austin Chambers shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, this tenth day of May, in the year of our Lord one thousand eight hundred and seventy-five.

(r.s)

HERCULES ROBINSON.

Improved Mode of and Apparatus for Railway Signalling.

A.

SPECIFICATION of AUSTIN CHAMBERS, of Marylebone Road, in the County of Middlesex, England, signal engineer, for an invention intituled "Improved Mode of and Apparatus for Railway Signalling."

THIS invention is designed to supply a simple, efficient, reliable, and economical system of railway signalling, and to enable railways to be worked in foggy or misty weather with greater safety than heretofore, and without the augmentation of staff necessitated when signalling in foggy weather by the method at present commonly practised. To this end I suppress or dispense with the wires or metal rod connections usually employed as media of communication between the signalling boxes, stations, or places, and the semaphores, or arms and lamps; and in lieu of actuating or changing the positions of such signalling bodies or objects by the direct application thereto of mechanical means, I actuate them pneumatically, that is to say, I establish communication between the said signalling bodies or objects, and the boxes, stations, or places whence the same are to be operated, by suitable pipes, tubes, passages, or vessels; and I effect the necessary movements or changes of position of the said signalling bodies or objects by changing the density or pressure of a volume (or volumes) of air or other elastic fluid contained in such pipes, tubes, passages, or vessels.

In apparatus according to my invention, the ordinary, or what I will call the normal pressure in the pipes, tubes, passages, or vessels, is that of the external atmosphere for the time being or thereabout, and when this pressure prevails in the said pipes, tubes, or passages and vessels, the signalling bodies or objects are invariably in the positions indicating danger, their movement into or towards the positions indicating safety being effected by augmenting or diminishing the pressure of the elastic fluid in the pipes, tubes, or passages and vessels. These augmentations or diminutions of pressure are effected as required, by pumps, collapsible vessels, compressors, or exhausters, or rarefiers, or apparatus resembling bellows, or gas-holders, or governors connected with the signalling levers or apparatus, so as to be actuated for compressing or rarefying the air when such levers are moved, or in some cases accumulators or reservoirs of compressed air or gas, or exhausters or vessels in which a partial vacuum has been established and is maintained, may be used in conjunction with the pipes, tubes, or passages communicating with the signalling bodies or objects as aforesaid; and the temporary augmentations or diminutions of pressure in the said pipes, tubes, or passages may be effected by the opening of suitable cocks or ways establishing communication with such accumulators or reservoirs of compressed air or gas, or with the exhausters or rarefiers as the case may be, so as to admit compressed air or gas into the pipes, tubes, or passages, or to partially exhaust therefrom the air or gas they contain. By arranging the apparatus so that at the normal pressure all the signalling bodies or objects shall be in the position indicating danger, as above described, I effectually guard against accident arising from any leakage or other defect in the apparatus, inasmuch as any undue diminution or increase of pressure will tend to move the signalling bodies or objects into, or will have the effect of allowing them to resume the position indicating danger, thus preventing the passage of trains until the defect has been made good.

My invention is applicable for signalling in various situations, and may be used with great advantage for working distance signals and junction signals.

My invention will enable distance signals to be worked with facility at much greater distances than by the ordinary method of actuating the semaphores or signals by wires or metal rod connections, thus obviating the employment in foggy or misty weather of chains of men for communicating signals along the line beyond the distance signals, as now commonly requisite.

In the pipes, tubes, or passages communicating with distance signals, I in some cases provide valves or other means, at intervals, whereby the guard of a train or other official may, when necessary (as for example when a train has passed within a distance signal, and another train is heard in front, but is not visible), reduce or increase the pressure in the pipe, tube, or passage leading to the distance and home signals, and thereby cause the same to assume the positions indicative of danger.

I provide similar arrangements, in conjunction with indicators actuated by the change of pressure in the pipes, tubes, or passages at railway stations, for the use of station masters, platform foremen, and other officials. In this way my invention will afford a simple and efficient check upon the signalmen in the boxes away from the stations, at the same time giving the officials at either of these places power to alter the pressure in the pipes, tubes, or passages in such manner as to allow the signals to resume the danger position. The indicators employed may be ordinary syphon water gauges.

My invention may be advantageously applied at junctions or in other situations where it is requisite that two or more signalmen acting independently should move their respective levers before the semaphore, or signalling body, or object, can be caused to assume the position indicating safety.

My invention will be found of great practical value also, as applied to signalling on railways where the traffic is conducted on the principle known in England as the "block" system. By "block" system is meant that no two trains shall be allowed to be at any one time between any two signalling stations. For example, let A, B, and C (fig. 12 of the drawings), be three distinct and separate signalling stations, and suppose that a train (which for distinction I will call train No. 1) had just passed station A. According to the "block" system, no other train would be allowed to pass station A until train No. 1 had passed station B, nor would any second train be allowed to pass station B until train No. 1 had gone beyond station C. Now with signalling apparatus actuated by the means heretofore generally adopted, the movements of the signals at each station are effected entirely by the officials at such stations, who are guided in their operations by telegraphic communications only: thus, for instance, to continue the supposed case—train No. 1 having passed station A, the attendant there would move the signal into the position indicating danger, and would leave it in that position until he received a telegraphic indication from station B to the effect that train No. 1 had passed that station; but if, from misunderstanding any message, or from any other cause, the attendant at station A should move his lever over before train No. 1 had passed station B, then, in signalling apparatus of the ordinary kind, the semaphore arm of station A would assume the position indicative of safety, there being no positive connection between the actuating apparatus of the two stations (A and B) to absolutely prevent an incorrect signal being inadvertently given. Now, by my invention, I make it impossible for the semaphore arm or signalling object

Improved Mode of and Apparatus for Railway Signalling.

object at any one station (A for example) to be moved into the position indicating that the line is clear, without the positive concurrence from the station (B) which any train proceeding in its proper direction along the line will next have to pass. In other words, the proper levers at both stations (A and B) must be moved into the "safety" position before the semaphore arm at the first station (A) of the two, can be caused to assume the position indicating that a train may proceed.

And in order that my improved method of signalling may be well understood, I proceed to more particularly describe the manner of carrying it into practical effect, for which purpose I append drawings showing several constructions of apparatus designed by me to meet the requirements of various applications.

Fig. 1 of the drawings is an elevation of an ordinary signal post, provided with a semaphore arm and coloured lenses, combined with apparatus for actuating the same pneumatically, according to my invention.

a is the signal post, b the semaphore arm, to which is rigidly attached the frame b^1 , carrying the coloured glasses, the glass b^2 being of the proper colour to represent that the line is clear, and the glass b^3 of the color signifying "danger." The arm b and frame b^1 form together a lever of the first order, having its fulcrum at b^4 . The frame b^1 with its lenses, which together constitute the shorter arm of the lever, are made to slightly preponderate over the longer arm b . c is the lamp. The frame b^1 is connected by a rod, d , to the upper end of a collapsible vessel, e , from the fixed lower end of which a pipe, f , communicates with the interior of a collapsible vessel, g , whose lower end is connected by a rod, h , to the shorter arm, i^1 , of a bell crank lever, i , having its fulcrum at i^2 . This rod should be provided with a catch rod (not shown in the drawing) arranged to operate in conjunction with notches in the curved bar i^3 , in the ordinary manner. According to the most approved method of signalling of the present day, in England, all signals must be *positive* signals, that is to say, the signalling object must indicate positively either that the line is clear or that the line is blocked. Formerly, in order to indicate that a train might safely proceed, the semaphore arm was made to assume the vertical position, and in fact to enter the recess made for it in the post a , so that no part of the arm remained visible. This plan may be adopted in carrying out my invention, but it is objectionable, because the entire absence of the semaphore arm, whether owing to breakage or removal, would present the same outward appearance as, and in fact be tantamount to, a "pass on" signal. In the drawings my invention is shown as applied to produce the most approved indications by which railway signals are now effected, that is to say, that in order to indicate that the line is clear, and that a train may proceed, the semaphore arm is made to assume a position inclined to the horizon, and in order to indicate that the line is blocked, the said arm is made to assume a horizontal position, whilst if from any cause the arm be found in a vertical position, or approximately so, or if it be invisible, these indications are to be taken as showing that the signalling apparatus is not in proper working order, and that consequently no train must proceed.

In figure 1 the longer arm of the lever i is shown as having been drawn over, so that it has collapsed the vessel g , thereby compressing the air or elastic fluid in the pipe f , which has expanded or opened out the vessel e , raised the rod d and frame b^1 , and lowered the semaphore arm b . When the pressure in the pipe f does not exceed the pressure of the external atmosphere, the frame b^1 with its attachments preponderates over the semaphore arm b , thereby retaining the latter in the horizontal position (indicating danger) at all times until the pressure in the pipe f is increased so as to move the parts into the positions shown in the drawing. The vessels e and g may be made of india-rubber, with wood or metal ends, but I do not confine myself to these materials.

Figure 2 shows a modification of the air-compressing apparatus, in which the lower end of the collapsible vessel g has attached to it a frame, g^1 , weighted at g^2 , the upper side of the frame being connected by a cord or chain, j , to the lever i .

Figure 3 is a side elevation, partly in section; figure 4 is an elevation at right angles to figure 3; and figure 5 is a plan of an arrangement of compressing apparatus designed especially to reduce to a minimum the amount of time occupied by the operator in moving over the lever i . In this arrangement the lower end of the collapsible vessel g is a fixture, its upper end carries a guide rod, g^3 (working in guides g^4), as also a tube, g^5 , for guiding the rod or stem i^3 of a weight i^5 , connected by a chain i^6 (or equivalent means) to the shorter arm i^1 of the lever i .

The upper end of the collapsible vessel g also has connected to it a couple of chains, j , passing over pulleys, j^1 , carried by the fixed frame g^1 , the chains being provided with weights, j^2 .

In figure 3 the lever and the parts shown in section in the right hand portion of the figure represent the positions of the parts when the air or elastic fluid in the pipe f has been compressed.

On now drawing the lever i over in the direction of the arrow, into the position indicated by the dotted line, the weight i^5 will be instantaneously raised, thus releasing the upper end of the collapsible vessel g , which will be gradually drawn up by the weights j^2 and chains j , without its being necessary for the operator to keep hold of the lever i , as this lever will be retained in the position to which it has been moved by a spring catch, like that shown in figure 2. To again compress the vessel g , it is simply necessary for the operator to move the lever i back into the position shown in figure 3, and to leave it locked; the weight i^5 will gradually close the vessel g .

Figure 6 shows an arrangement in which a fixed inverted cylinder, k , open at its lower end to the atmosphere, and provided with a piston, k^1 , is substituted for the collapsible vessel g . A frame, g^1 , is connected to the piston rod k^2 , and has a guide rod, g^6 , the upper end of which may be connected by a chain or equivalent means to the actuating lever, like the frame g^1 shown in figure 2; k^3 is a guide for the piston rod.

Figures 7, 8, and 9 show a modified construction of collapsible vessel to be used in lieu of the vessel e shown in figure 1. The part e^1 is made of india-rubber or flexible material, and the other parts may be made of metal, so that when the air in the pipe f is compressed, the vessel will assume the form shown in figure 7, thereby raising the rod d and lowering the signal arm b . When the pressure in the pipe f does not exceed the normal pressure of the external atmosphere the vessel will be collapsed, as shown in figure 8.

Figure 10 shows another arrangement of collapsible vessel, for the same purpose. It resembles an ordinary gas holder, the periphery of the cover e^2 being immersed in mercury or other sealing liquid in the

Improved Mode of and Apparatus for Railway Signalling.

the annular space e^3 as shown. The operation of this arrangement will be readily understood without further description.

Figure 11 shows an arrangement in which a cylinder e^4 and piston e^5 are substituted for the collapsible vessels just described.

Figures 12, 13, and 14 show my invention as applied for operating signals at a junction and on a line of railway intended to be worked according to what is known as the "block" system.

For clearness the signal posts with the parts they carry are (in figure 12) shown twisted round at right angles to their actual position, which is correctly shown in figure 13.

In this case there are supposed to be three distinct stations, A, B, and C, and at the station C a branch line (provided with a signal box at D) joins the main line. The collapsible vessel e of station A communicates, by its pipe f , with the cylinder k of station A, and with the cylinder kk of station B'. The collapsible vessel e of station B communicates by its pipe f with the cylinder k of station B, and with the cylinder kk of station C. The collapsible vessel e of station C in like manner communicates with the cylinder k of station C, and with another cylinder situated at the next station on the line. The collapsible vessel e of the branch signal D* communicates by its pipe f with the cylinder k of the signal box D, and with the cylinder k^* of station C. Each cylinder is formed with apertures, l , communicating with the external atmosphere, and is accurately fitted with a piston, k^1 , to which is connected a frame, k^2 , the lower end k^3 of which works in a suitable guide (see figures 14). To this frame k^2 is jointed a link, k^4 , jointed to the arm i of a bell-crank lever, which is to be provided with a catch rod, operating in conjunction with a notched curved bar. The apparatus is arranged as already explained, so that when the normal or atmospheric pressure prevails in any one of the pipes f , the weight of the corresponding arm b' with its attachments preponderates over the semaphore arm b , which is thereby kept in the horizontal or "danger" position, the collapsible vessel e being collapsed, as shown, at stations A and B.

In figures 12 and 13 the signal arms and their operating apparatus are shown in the positions they would respectively occupy, assuming that one train (No. 1) were about to start from the branch line on to the main line at station C, in the direction of the arrow, a second train (No. 2) being detained at station B until the arm i of the compressor kk at station C has been drawn over, and a third train (No. 3) being detained at station A until the lever i of the compressor kk at station B has been drawn over.

The signal D*, however, will not be in a position for train No. 1 to start until the lever of the compressor k in the signal box D is pulled over. It is to be understood that at station C the lever i of the compressor k^* and the lever i of the compressor kk are provided with interlocking apparatus of any of the well-known constructions at present in use, so that the lever of the compressor kk cannot be moved into the "safety" position until the lever k^* has been returned to the "danger" position.

Figure 15 is a sectional view of an arrangement applicable to a collapsible compressor, and intended to serve the same purpose as the piston k^1 operating in conjunction with the apertures l , described with reference to figure 12.

In the present case, when the compressor is expanded, the end b' of the lever comes in contact with the stop or frame F , thereby raising the valve b^3 , and establishing the atmospheric pressure within the compressor until the latter is again compressed.

Figure 16 is an elevation (with the signal posts turned) and figure 17 is a plan, showing another arrangement of apparatus designed to meet the requirements of cases in which the concurrence of two signalmen stationed at different places is needed to move the signalling object into the position indicating that a train may pass.

In this arrangement, the rod d of each semaphore arm works at its lower end in a guide, d^* , and is formed with a slot, through which is passed a lever or scale-beam, m , having its fulcrum at m^1 ; to each end of the lever m is jointed a rod, $d^1 d^2$, the rod d^1 being attached to the weighted upper end of a collapsible vessel e , and the rod d^2 to the weighted upper end of a second collapsible vessel, e^* . The collapsible vessel e^* of station A communicates by its pipe f with the compressor k of the same station, and the collapsible vessel e of station A communicates by its pipe f with the compressor kk of station B. In like manner, the collapsible vessel e^* of station B communicates with the compressor k of that station, and its collapsible vessel e with a compressor at the next station in the direction of the arrow. By this arrangement, supposing the lever i at one station to be moved into the position for compressing the air in its pipe f , it will cause the expansion of the collapsible vessel with which such pipe communicates, and through the scale-beam m , will cause a corresponding additional depression of the other collapsible vessel, as shown at e^* and e (station A), without, however, moving the semaphore arm b until the lever i of the compressor kk connected with the second collapsible vessel e has been moved over so as to compress the air and expand the collapsible vessel e , as shown at station B.

Figures 18 and 19 show another mode of combining two collapsible vessels for operating a semaphore arm (with or without lenses), where the concurrence of two persons stationed at different places is an essential preliminary to the movement of the semaphore arm into the position indicative of "safety." The pipe f from the compressor of one place or station communicates with the interior of the lower collapsible vessel e , and the flexible pipe f^* establishes communication between the compressor of the other station or place and the interior of the upper collapsible vessel e^* . e^1 is a division which constitutes the top of the lower vessel e and the bottom of the upper vessel e^* . The bottom of the vessel e is supported by a bracket, attached to the signal post a , as shown, leaving the other portions of the vessels e , the division e^1 , and the vessel e^* free vertically, in which direction they are guided by the rod d passing through the guide d^3 . The necessary movements are communicated to the semaphore arm through the rod d .

Figure 19 shows both the collapsible vessels $e e^*$ expanded, so that the rod d is raised, and the signal arm (not shown) is lowered into the "safety" position. It will be evident that if either of the vessels $e e^*$ be collapsed, the rod d will be lowered, and will so cause the semaphore arm to assume the horizontal or "danger" position.

Figures 20 and 21 show an arrangement of apparatus designed to meet the requirements of cases in which three distinct and separate levers have to be moved over, in order to move the semaphore arm or signalling body into the "safety" or "pass on" position.

This

Improved Mode of and Apparatus for Railway Signalling.

This apparatus consists of a combination of three collapsible vessels, e , e^* , e° ,—that is to say, one collapsible vessel for each of the stations or places, f being the pipe establishing communication between one of the stations and the vessel e , f^* the pipe establishing communication between another of the stations or places and the collapsible vessel e^* , and f° the pipe from the third station or place to the collapsible vessel e° . The large collapsible vessel e is attached to the rod d , and, by its movements, operates the semaphore arm and lenses. The vessel e is provided with two orifices or pipes, e^1 , e^2 , the lower rims of which form seats for two india-rubber or other elastic valves, e^{11} , e^{12} , carried by the upper ends of the collapsible vessels, e^* , e° . The drawing shows the positions of the parts as they appear when all three of the collapsible vessels are inflated, or, in other words, when the air or elastic fluid has been compressed in each of the three pipes, f , f^* , f° , by corresponding movements of their respective compressor levers.

But if any one of the three compressor levers be moved back into the "danger" position so as to reduce the pressure in the corresponding pipe, the vessel e will be caused to collapse. For example, if the lever of the pipe f^* be moved over, the vessel e^* by collapsing, as shown in dotted lines, will draw down the valve e^{11} , so that the air contained in the vessel e will be forced out through the orifice e^1 , because the top of the vessel e will be moved down by the pressure of the rod d . A similar effect will be produced by the movement of the compressor lever of the pipe f° , or if the compressor lever of the pipe f be moved over, the vessel e will be collapsed, owing to the reduction of pressure in it.

Figures 22 and 23 show an arrangement of apparatus which may be substituted for all but one of the compressors, in cases where the concurrence of two or more operators, stationed at different places, is an essential preliminary to the moving of a semaphore arm or signalling body into the "safety" or "pass on" position. The arm i^1 of the lever i carries a heavy valve, n , arranged to close against an elastic seat, f^{14} , in a nozzle, f^{13} , carried by the pipe f , which communicates with the station at which the compressor is situated, as well as with any other station or stations whose officials may be required to concur in the movement of the signalling arm. In the drawing, the lever i is shown in the "safety" or "pass on" position, the nozzle f^{13} being closed by the valve n . Assuming the levers i at each of the other stations in communication with the pipe f to be in the same position, the semaphore arm will be in the position indicating "safety," the air or elastic fluid in the pipe f being compressed by the compressor, which is situated at one of those stations; but if the lever i at any one station be moved over in the direction shown by the arrow (figure 22), so as to raise the valve n from its seat f^{14} , the pressure in the pipe will be forthwith reduced to that of the external atmosphere, thus moving the semaphore arm into the horizontal or "danger" position.

Figures 24 and 25 show an application of my invention to the points or switches at a railway junction. f is the pipe from the compressor, or from a reservoir of compressed air. This pipe terminates in a valve box, f^1 , in which works a slide valve, f^2 , connected by a stud, f^3 , guided rod, f^4 , and link, f^5 , to the point lever, f^6 , which lever is connected by the rod f^7 to the points or switches, f^8 , f^{10} . From the face of the valve box f^1 there are three ports; one of these ports communicates with a pipe, f^{11} , for actuating the semaphore arm or signal of the line A; another communicates with a pipe, f^{12} , for actuating the semaphore arm or signal of the line B, whilst a third, f^{13} , communicates with the external atmosphere. The drawing shows the parts in position for a train to pass along the line A. The pipe f is in communication, by the port and pipe f^{11} , with the signalling arm of line A, which is consequently lowered to the position indicating that a train may proceed, whilst the pipe f^{12} is in communication, through the valve f^2 and port f^{13} , with the external atmosphere, so that as the normal or atmospheric pressure prevails in the pipe f^{12} , the signal arm of the line B is in the horizontal or "danger" position. It will be evident that, on moving the lever f^6 over in the direction of the arrow, so as to place the points in position for a train to proceed from the line A on to the line B, the valve f^2 will be moved over so that the signals will be reversed accordingly. The arrangements shown are obviously capable of modification, without departing from my invention.

Figures 26, 27, 28, and 29, show arrangements for carrying out my invention, by the employment of accumulators or reservoirs of compressed air or elastic fluid. In figures 26 and 27 two forms of accumulator are shown, the one, k , being made of metal, like an ordinary gas-holder, sealed with water, and the other, k^* , being a flexible collapsible vessel, resembling those previously described, but of much larger dimensions; but I do not confine myself to either of these forms, as it will be evident that other kinds of accumulators may be used in carrying out this part of my invention.

o is an ordinary air-pump worked by the lever o^1 for supplying air to the accumulators by the pipes f^{16} ; f^{17} is an ordinary three-way cock, so arranged that when communication is established between the pump o and the accumulator k , communication between the pump and the other accumulator k^* is closed, and *vice versa*. f^{18} are pipes leading to the several signals. At each of the several signalling stations with which these pipes respectively communicate they are provided with a branch pipe, f^{19} , terminating in a port, f^{20} (figures 28 and 29), provided with a valve, n , connected by a rod, n^1 , to the operating lever i . The valve n also governs the port f^{21} communicating with the pipe f , which leads to the actuating apparatus of the semaphore arm or signalling object. The valve n is made sufficiently heavy to resist the pressure of air or elastic fluid in the pipe f^{19} .

Figure 28 shows the port f^{21} uncovered, so that, as the pressure of the external atmosphere prevails in the pipe f , the semaphore arm or signalling object is in the "danger" position. By moving over the lever i in the direction indicated by the arrow, the valve n will establish communication between the port f^{20} and the port f^{21} , thus admitting air or elastic fluid, under pressure, into the pipe f , and moving the semaphore arm or signalling object into the position indicating that a train may proceed.

Instead of employing accumulators or reservoirs of compressed air or elastic fluid as above described, I, in some cases, use in conjunction with my apparatus for governing the movements of semaphore arms or signalling bodies, exhausters or vessels in which a partial vacuum or reduced pressure has been established and is maintained. In carrying out this plan, I arrange the pipes f^{19} (figure 28) in communication with an air-tight tank or vessel, provided with a pump or apparatus arranged to withdraw air from the tank or vessel so as to maintain therein the required partial vacuum or reduced pressure. I apply the rods d at the opposite side of the fulcra b^1 to that shown in figure 1, and arrange the apparatus so that when the semaphore arm b is in the "stop" or "danger" position, the collapsible vessel e , or its equivalent,

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equivalent, shall be expanded or opened out, thus the semaphores will be moved down, and the lenses up, so as to show the "safety" or "pass on" signal, by moving over the lever *i* (figure 28), so as, by establishing communication between the pipe *f*¹⁰ and the pipe *f*¹, to rarefy or reduce the pressure of the air or elastic fluid in the pipe *f*. It will be evident that, by a similar modification of the arrangement of the rod in connection with the semaphore arm, compressors like that shown at *g* (figure 1) and others hereinbefore described, may be arranged to move down the semaphores and move up the lenses, so as to indicate "safety," by rarefying or reducing the pressure in the pipes *f*, on moving over the actuating levers.

In some cases, in lieu of using movable lenses, I adapt my invention to effect the necessary signals by changing the position of a gas or other flame, arranged to operate in conjunction with stationary glasses or lenses.

Figures 30 and 31 show an arrangement in which the rod *d*, actuated by a collapsible vessel *e*, as hereinbefore described, carries a burner, *c*¹, supplied with gas by a flexible tube, *c*². The lantern is divided into two chambers, *c*³ *c*⁴, by an internal division, *c*⁵, which is formed with a hole through which the burner *c*¹ passes, guided by the frame *c*⁶. *c*⁷ is the lens for indicating "safety" or "pass on," and *c*⁸ is the "danger" lens. In figure 30 the collapsible vessel *e* is supposed to have been expanded, the burner *c*¹ being in the upper compartment *c*³ of the lamp, so that the light is visible only through the "safety" lens *c*⁷, and not through the "danger" lens *c*⁸.

On moving over the operating lever so as to collapse the vessel *e*, the burner *c*¹ will be lowered into the lower compartment *c*⁴, whereupon the light will be seen only through the "danger" lens *c*⁸, and not through the "safety" lens *c*⁷.

Figure 32 shows a modification designed for use where the signalling is to be effected entirely by means of a light. In this case the lamp is divided into three compartments, *c*³, *c*⁴, *c*⁵, by two internal divisions, *c*⁶, *c*¹⁰. The collapsible vessel *e* is arranged within the lower compartment *c*⁵, and carries the burner *c*¹, which is fed by a flexible tube *c*²; *c*⁷ is the "safety" lens, and *c*⁸ is the "danger" lens. The operation of this arrangement will be evident.

Figures 33, 34, and 35 show another arrangement, in which the light is carried by a swinging arm or bracket *p*. The lamp is divided into two compartments, *c*³, *c*⁴, in the present case, by a vertical division *c*⁵, slotted at *c*¹¹, and the burner carries two small plates or shutters, *c*¹², *c*¹³, for closing the slot *c*¹¹, to prevent light passing from one compartment of the lamp to the other. The collapsible vessel *e* has connected to it one end of a cord or chain, *p*¹, which passes over a couple of pulleys, *p*², *p*³, and at its other end carries a weight, *p*⁴. This cord or chain is attached to the swinging bracket, so that when the collapsible vessel *e* is expanded, as shown, the weight *p* moves the bracket into position for showing the light through the "safety" lens *c*⁷, and when the collapsible vessel *e* is collapsed, its end of the cord or chain *p*¹ is drawn down, thus moving the bracket and burner into position for showing the light through the "danger" lens *c*⁸. The drawing shows a burner designed to carry a candle, but it will be evident that brackets carrying oil or other burners may be substituted for the candle arrangement shown, or the bracket may carry a gas burner fed by a flexible tube.

Or, in lieu of the bracket shown, an ordinary swinging gas bracket may be substituted therefor, so as to be operated in the manner shown in and described with reference to figures 33, 34, and 35. It will be evident that in lieu of the collapsible vessel *e* shown in these figures, other forms of collapsible vessels hereinbefore described may be used in conjunction with the swinging bracket and divided lamp, so as to be operated by changing the pressure of elastic fluid, as and for the purpose specified.

Having described the nature of my said invention, and having explained the manner of carrying the same into practical effect, I hereby declare that I do not claim pneumatic signalling generally, apart from the objects and purposes of my invention, as I am aware that other kinds of signals have been proposed to be actuated by changing the pressure of elastic fluids in pipes, but what I consider to be novel and original, and therefore claim as of my invention, is as follows:—

1. So combining a semaphore arm or lever (with or without lenses and a lamp) for signalling on railways, with a pipe, tube, or passage, and a collapsible (or expanding and contracting) vessel or chamber, charged with air or elastic fluid, and apparatus for changing the pressure of such air or elastic fluid, that whenever and so long as the pressure of such air or elastic fluid is the same (or approximately so) as that of the external atmosphere, the semaphore arm or lever shall be retained in the horizontal position, indicative of "danger"; the movement of the semaphore arm or lever into the inclined or vertical position, for indicating that a train may proceed, being effected by increasing or diminishing the pressure or density of the air or elastic fluid in the pipe, tube, or passage, and collapsible (or expanding and contracting) vessel or chamber, as heretofore described and illustrated in the drawings.
2. The combination of parts forming the improved pneumatic signalling apparatus for railways, constructed and operating substantially as shown in and described with reference to figure 1 of the drawings.
3. The apparatus shown in figure 2, when applied in conjunction with a pipe, tube, or passage, and a collapsible vessel or chamber, to operate a semaphore arm or lever for signalling on railways, as hereinbefore described.
4. The combination of parts constituting the improved apparatus shown in and described with reference to figures 3, 4, and 5, of the drawings for the purposes specified.
5. The apparatus shown in figure 6, when applied in conjunction with a pipe, tube, or passage, and a collapsible vessel or chamber, to operate a semaphore arm or lever for signalling on railways, as hereinbefore described.
6. The combination of parts shown in figure 11, when used in conjunction with a pipe, tube, or passage charged with air or other elastic fluid and apparatus for changing the pressure thereof, in the manner and for the purpose specified.
7. So combining two or more distinct pumps or compressors and suitable actuating levers or handles, with a single semaphore arm, or with a single set of bodies (such, for example, as a semaphore lever and its lenses) for signalling on railways, and a pipe, tube, or passage charged with

Improved Mode of and Apparatus for Railway Signalling.

- with air or elastic fluid, as to maintain communication between the interior of the said pipe, tube, or passage, and the external atmosphere, and so to prevent the giving of a "safety" or "pass on" signal, until both or all of the aforesaid actuating levers or handles have been moved into the proper positions for indicating that a train may proceed.
8. The arrangement of apparatus substantially as shown in and described with reference to figures 12, 13, and 14, for signalling on the "block" system, and at junctions.
 9. The apparatus shown in figure 15, when applied in conjunction with a collapsible compressor, and a pipe, tube, or passage charged with air or other elastic fluid, for effecting the necessary movements of a semaphore arm or equivalent apparatus for signalling on railways.
 10. The arrangement of apparatus for signalling on railways, substantially as shown in and described with reference to figures 16 and 17 of the drawings, for the purposes specified.
 11. The apparatus shown in and described with reference to figures 18 and 19 of the drawings, when applied in conjunction with a pipe, tube, or passage charged with air or elastic fluid, and apparatus for changing the pressure of such air or elastic fluid, for operating a semaphore arm (with or without lenses and a lamp) where the concurrence of two persons, stationed at different places, is an essential preliminary to the movement of the semaphore arm into the position indicative of "safety."
 12. The construction and application of apparatus, substantially as shown in and described with reference to figures 20 and 21 of the drawings, for the purposes specified.
 13. The apparatus shown in and described with reference to figures 22 and 23 of the drawings, when applied in conjunction with a pipe, tube, or passage charged with air or elastic fluid, and apparatus for changing the pressure of such air or elastic fluid, for operating a semaphore arm or its equivalent (with or without lenses) where the concurrence of two or more persons stationed at different places is an essential preliminary to the movement of the semaphore arm into the position indicative of "safety."
 14. The combination with a lever, or its equivalent, for moving railway points or switches, of a pipe, tube, or passage charged with air or other elastic fluid, and means for increasing or diminishing the pressure thereof above or below the external atmospheric pressure, such pipe, tube, or passage having branches or connections to the respective semaphore arms or other signalling objects or bodies, and being provided with apparatus, operated by the movements of the said lever or its equivalent, for opening and closing communication between the main pipe, tube, or passage, and its respective branches, as well as between the latter and the external atmosphere, in such manner as to ensure correct signalling, according to the position, for the time being, of the points or switches.
 15. The combination of parts shown in and described with reference to figures 24 and 25, for the purposes specified.
 16. The combination with a semaphore arm or equivalent object or body (with or without lenses and a lamp) for signalling on railways, of a pipe, tube, or passage charged with air or elastic fluid, a collapsible vessel or chamber, a reservoir of compressed air or elastic fluid, and a valve, *n*, operated by a lever, as shown in and described with reference to figures 26, 27, 28, and 29, for the purposes specified.
 17. The combination with a semaphore arm or equivalent object or body (with or without lenses and a lamp) for signalling on railways, of a pipe, tube, or passage charged with air or elastic fluid, a collapsible vessel or chamber, and an exhaustor or vessel in which a partial vacuum or reduced pressure is maintained, such pipe, tube, or passage being furnished with a suitable cock or device for opening and closing communication between it and the exhaustor or vessel in which the partial vacuum or reduced pressure is maintained, substantially as and for the purposes specified.
 18. The application and use, in railway signalling apparatus, of a pipe, tube, or passage charged with air or other elastic fluid, means or apparatus for changing the pressure thereof, and a collapsible vessel or chamber, for effecting the necessary movements or changes of position of a light or flame relatively to fixed glasses or lenses.
 19. The combination of parts constituting the improved railway signalling apparatus shown in and described with reference to figures 30 and 31 of the drawings.
 20. The apparatus shown in and described with reference to figure 32 of the drawings.
 21. The combination with a lantern, a slotted division, fixed lenses, a pipe, tube, or passage charged with air or elastic fluid, and apparatus for changing its pressure, of a collapsible vessel suitably connected to a swinging bracket carrying a light or flame, in such manner as, by changing the pressure of the air or elastic fluid in the pipe, tube, or passage to expand or contract the collapsible vessel, and thereby to effect the necessary movements of the swinging bracket, for making the required signals, as hereinbefore described.
 22. The combination of parts constituting an apparatus for railway signalling, constructed and operating as shown in and described with reference to figures 33, 34, and 35 of the drawings.

In witness whereof, I, the said Austin Chambers, have hereunto set my hand, this thirtieth day of November, A.D. 1874.

AUSTIN CHAMBERS.

This is the specification, marked A, referred to in the annexed Letters of Registration granted to Austin Chambers, this tenth day of May, 1875.

HERCULES ROBINSON.

REPORT.

Improved Mode of and Apparatus for Railway Signalling.

REPORT.

Sydney, 7 April, 1875.

SIR,

In returning to you the documents transmitted for our report under your B.C. communication of the 22nd ultimo, No. 75/1932, and which have reference to the petition of Austin Chambers, praying for a grant of Letters of Registration for his invention of an "Improved Mode of and Apparatus for Railway Signalling," we do ourselves the honor to state that we see no objection to the issue of Letters of Registration in favour of Mr. Chambers, in terms of Petition, specification, drawings, and claim.

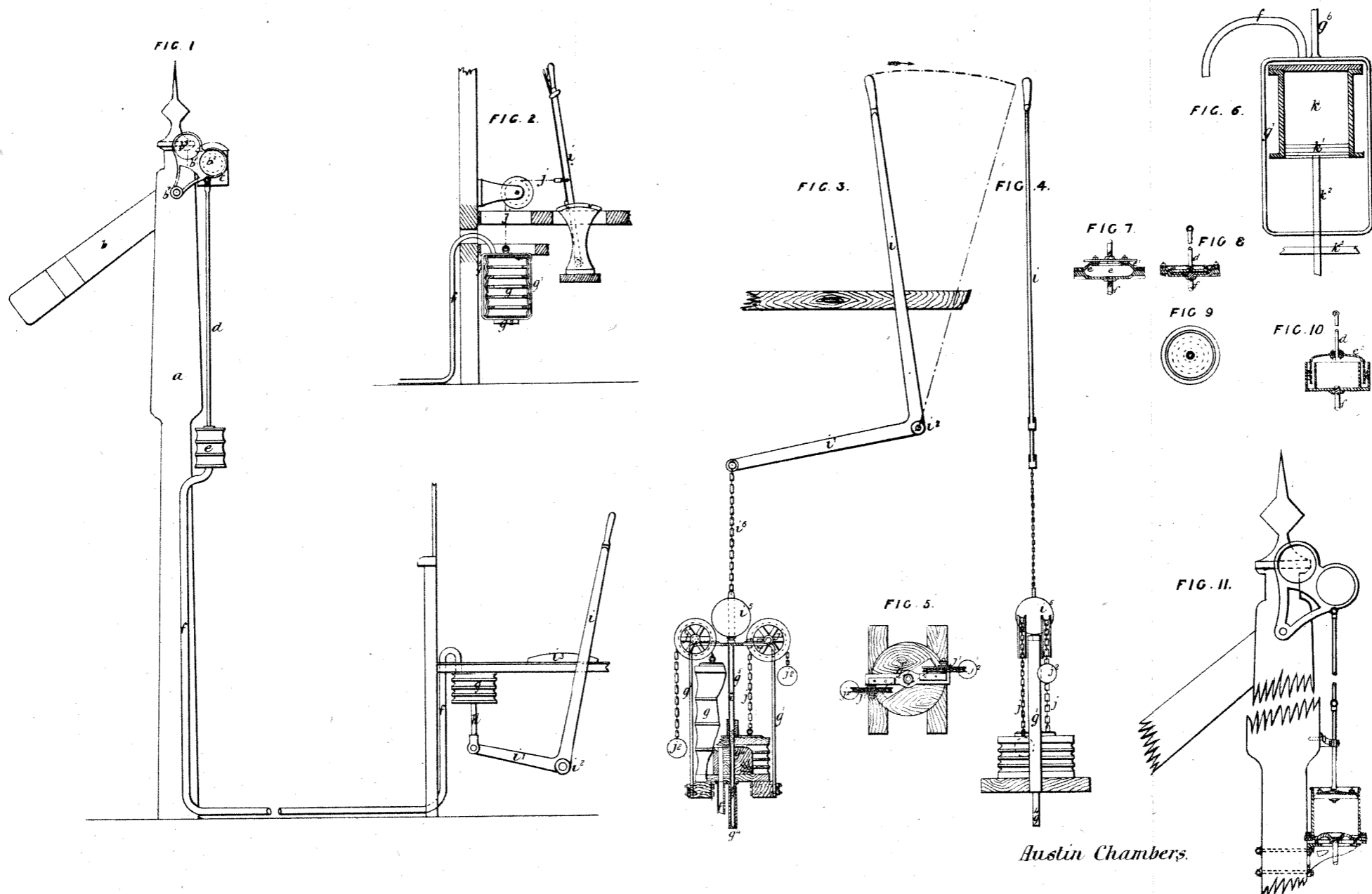
We have, &c.,
GOTHER K. MANN.
E. C. CRACKNELL.

THE PRINCIPAL UNDER SECRETARY.

[Drawings—four sheets.]

No. 472.

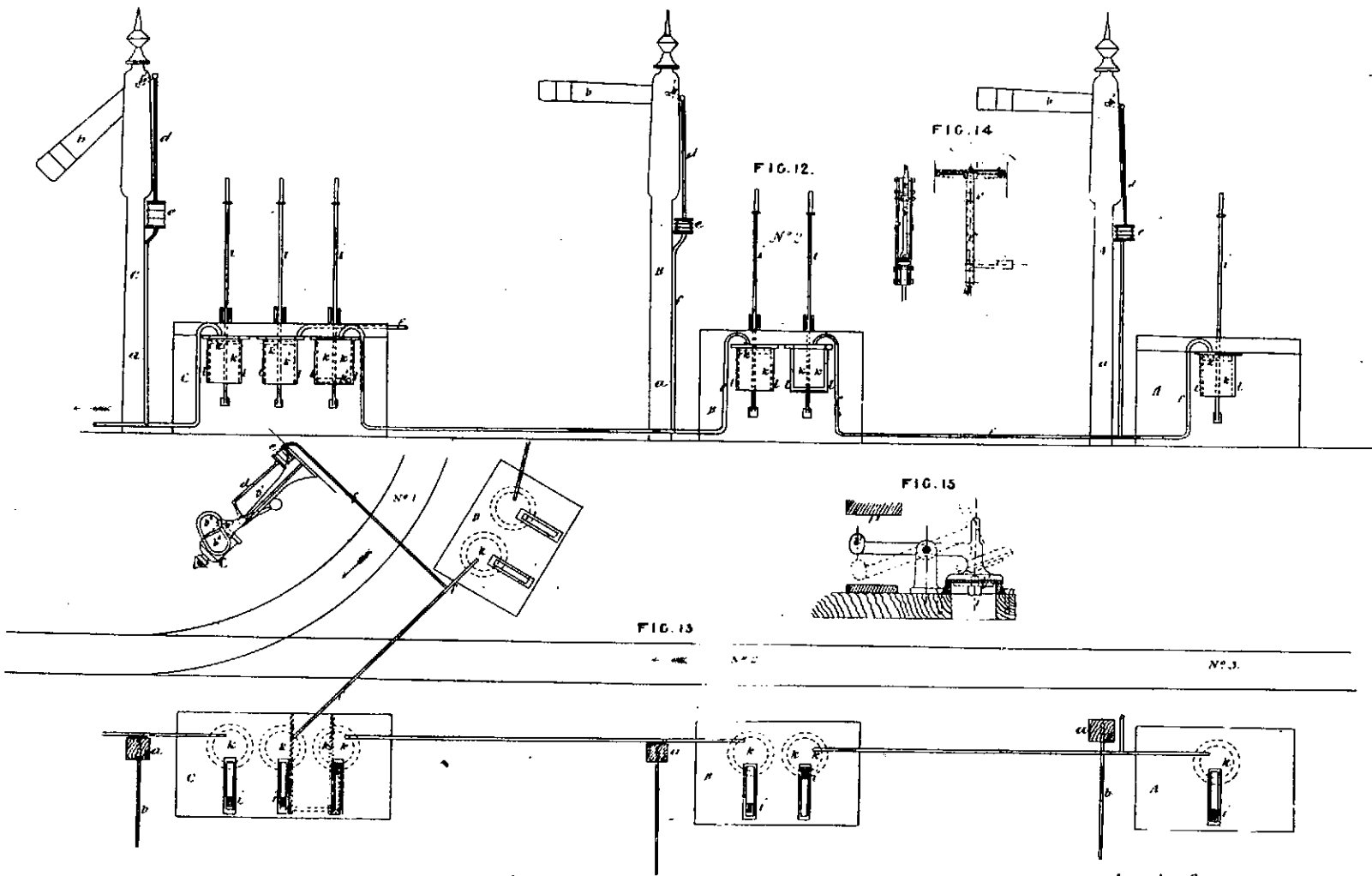
[Assignment of No. 463. See page 23 of this Return.]



Austin Chambers.

This is the Sheet of Drawings marked B. referred to in the annexed Letters of Registration granted to Austin Chambers, this tenth day of May, 1875. Hercules Robinson.

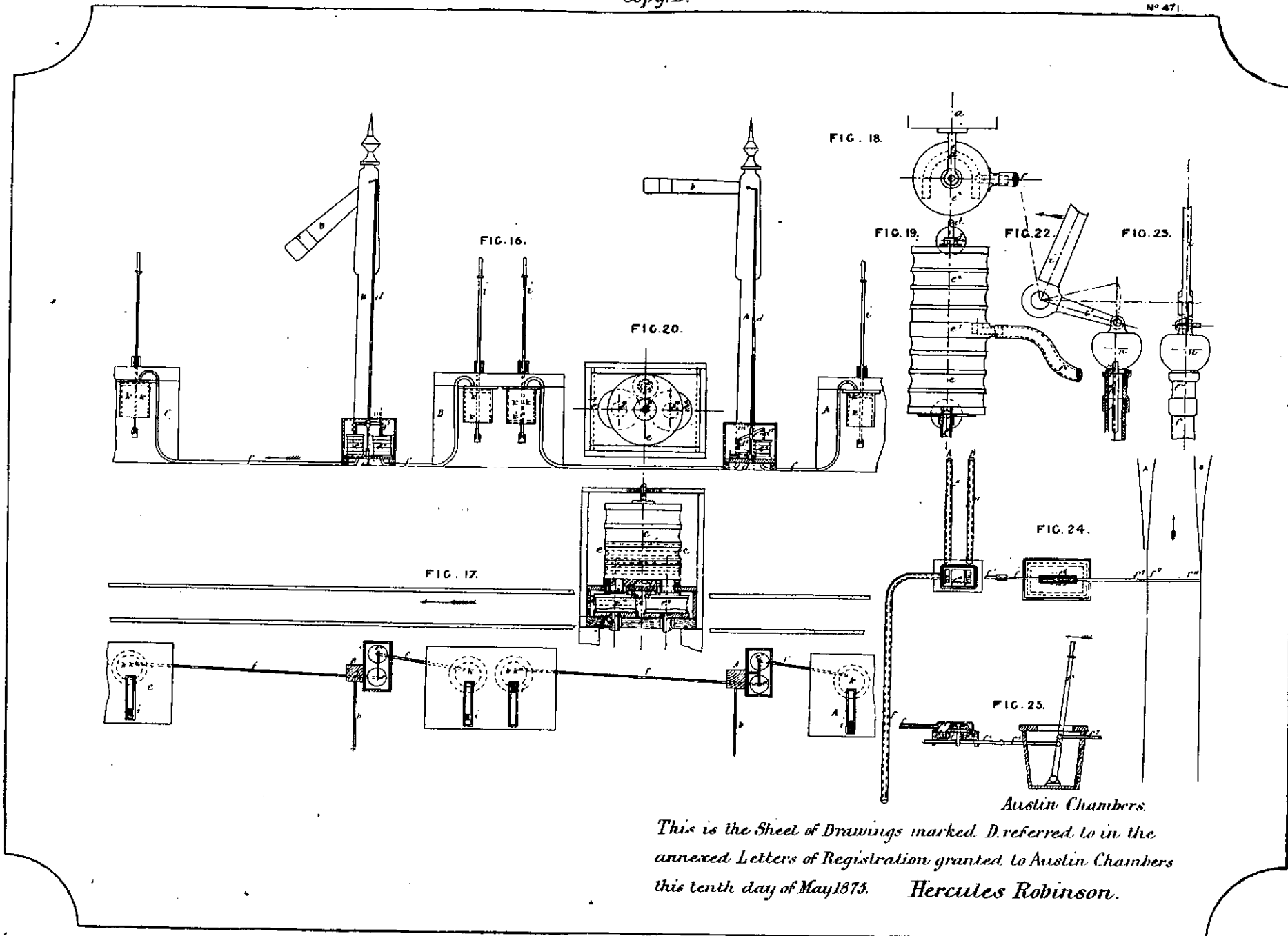
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Austin Chambers.

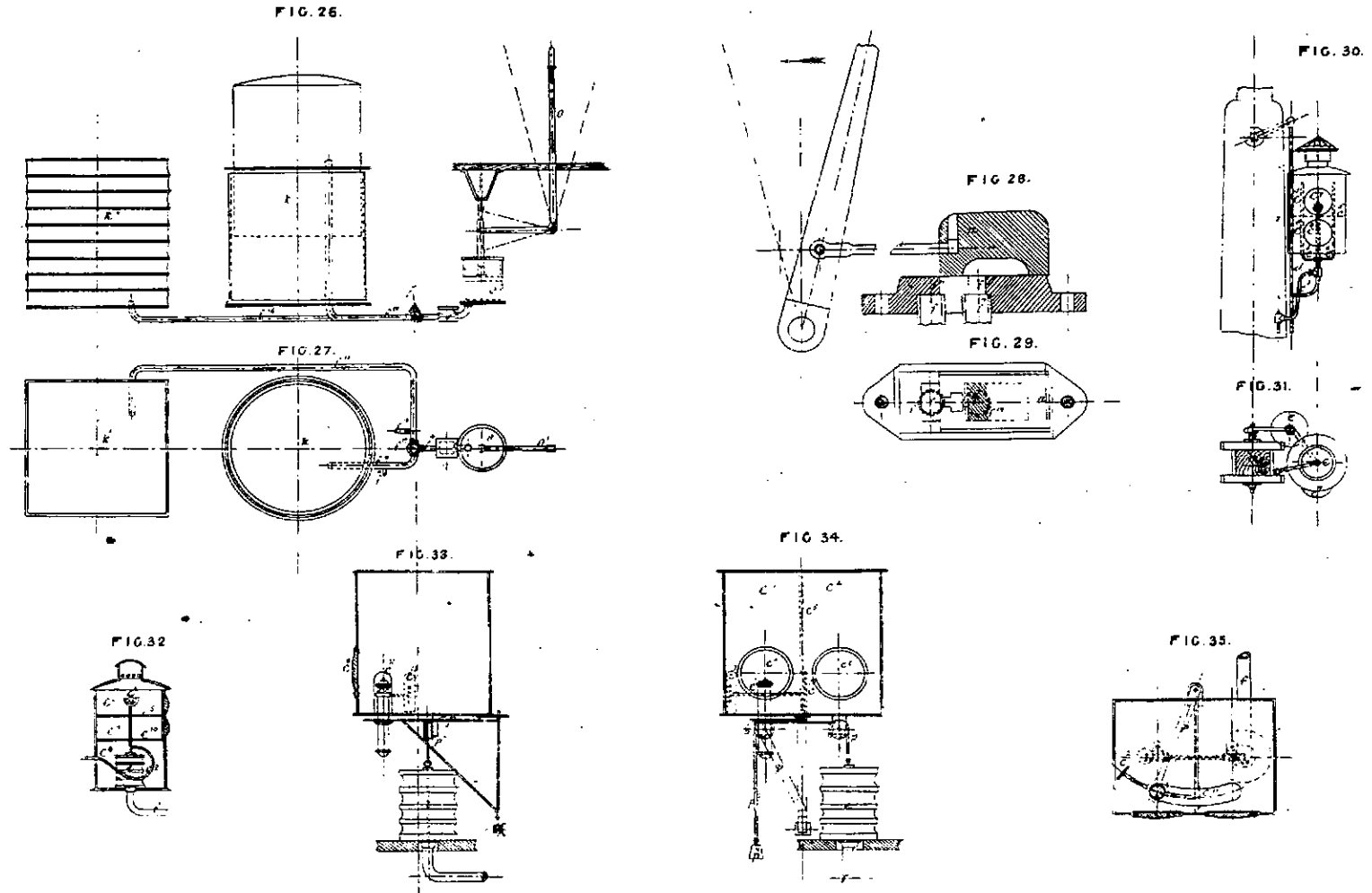
This is the Sheet of Drawings marked C. referred to in the annexed Letters of Registration granted to Austin Chambers this tenth day of May 1873.

Hercules Robinson.



Austin Chambers.

This is the Sheet of Drawings marked D, referred to in the annexed Letters of Registration granted to Austin Chambers this tenth day of May 1873. Hercules Robinson.



*This is the Sheet of Drawings marked E, referred to in the annexed
Letters of Registration granted to Austin Chambers this tenth day
of May 1875.*

Hercules Robinson.



A.D. 1875, 7th June. No. 473.

IMPROVEMENTS IN THE PROCESS OF MAKING ARTIFICIAL ICE, AND IN APPARATUS THEREFOR.

LETTERS OF REGISTRATION to John M'Gouch Beath, for Improvements in the process of making Artificial Ice, and in Apparatus therefor.

[Registered on the 7th day of June, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting :

WHEREAS JOHN M'GOUCH BEATH, of San Francisco, California, United States of America, engineer, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention for "Improvements in the process of making Artificial Ice, and in apparatus therefor," which is more particularly described in the specification, marked A, and the three sheets of drawings, marked respectively B, C, and D, which are hereunto annexed; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years: And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said John M'Gouch Beath, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof; to have, hold, and exercise unto the said John M'Gouch Beath, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended: Provided always, that if the said John M'Gouch Beath shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this seventh day of June, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

Improvements in the process of making Artificial Ice, &c.

A.

SPECIFICATION.

TO ALL TO WHOM THESE PRESENTS SHALL COME: I, JOHN M'GOUCH BEATH, engineer, of San Francisco, California, United States of America, send, greeting:

WHEREAS I am desirous of obtaining Letters of Registration for securing unto me Her Majesty's special license that I, my executors, administrators, and assigns, and such others as I or they should at any time agree with and no others, should and lawfully might from time to time and at all times during the term of fourteen years, make, use, exercise, and vend within the Colony of New South Wales and its dependencies, an invention for "Improvements in the process of making Artificial Ice, and in Apparatus therefor"; and in order to obtain the said Letters of Registration, I must by an instrument in writing particularly describe and ascertain the nature of the said invention, and in what manner the same is to be performed:

Now KNOW YE, that the nature of the said invention, and the manner in which the same is to be performed, is particularly described and ascertained in and by the following statement (that is to say):—

The following specification, with drawings forming a part of the same, fully describes and ascertains the nature of my said invention, and in what manner the same is to be put into practical operation:—

My improvements relate to a novel process of forming the ice, and a novel congealing apparatus, also to the condensation of ammonia, to the absorption of ammonia gas in aqueous or other solutions, and to the treatment of ammonia solutions in the retorts or distilling boilers.

That portion of my invention to which I will first refer relates to improvements in the process of forming the ice, and to that portion of the ice-making apparatus properly termed the "congealer."

One object of my invention is to produce solid ice in great bulk, practically free from air and impurities.

Another object is to simplify the congealing apparatus that it may be extensively constructed with comparatively little expense, and, by filling large rooms or storehouses therewith, practically admit of the ice remaining upon the congealers as in a magazine, until demand exists therefor.

This branch of my invention may properly be divided into six divisions. The first relates to a novel process which consists mainly in forming the ice on freezing surfaces in the rear of which the refrigerating agent is applied, and through which it operates by the congelation of water which is applied to and over said surfaces in flowing streams or currents, whereby ice of any desired thickness may be formed, and the surface of the ice as it is formed is constantly washed and kept free from air-bubbles and such other objectionable matter as is naturally rejected and thrown to the surface of the ice in the process of congelation, and which would, if not thus removed, render the ice impure and less solid.

The second division consists in a novel process of manufacturing ice, by forming it around or upon hollow cores containing the refrigerant, by showering the water upon them.

The third division thereof consists in arranging the congealing pipes in a vertical position, whereby they and the ice formed thereon are rendered self-sustaining.

The fourth division consists in combining with said vertical congealers a water-delivering apparatus, whereby the water may be discharged upon said congealers at proper points and in proper quantities for the production of ice, and at the same time in sufficient excess to wash the face of the ice and remove all objectionable matter therefrom.

The fifth division consists in the combination with each vertical congealer of a trap for containing a portion of the liquedized refrigerant through which the gases will pass in their course from one congealer to another.

The sixth division consists in a mode of connecting and arranging the vertical congealers with a refrigerant supply pipe common to them all, so that the refrigerating agent can be diverted successively into and through each congealer back to the supply pipe.

I will next briefly refer to the improvement in condensers wherein the gaseous ammonia is liquefied. Said improvement consists in so arranging the water supply which is directed upon the pipes containing the gas that said pipes may be intermittently charged with water, and freed therefrom, instead of being constantly wet as heretofore, whereby the full and valuable effect of surface evaporation is attained.

The next portion of my invention consists in an improvement in the method of absorbing ammonia in aqueous or other solutions, and it consists in merging the gas and water in due proportions by mingling them while in transit, and then passing the mixture in streams through conduits which are exposed externally to cooling action.

The last portion of my invention relates to a method of treating ammonia solutions in retorts or boilers and apparatus therefor, whereby the gas is continuously assorted into two classes, *pure* and *impure*, and which allows the pure gas to be passed direct to the condensers, and the impure gas (by a separate and distinct route), through a dryer, and thence to the condenser.

CONGEALING APPARATUS.

The congealing apparatus should be situated in a room having a water-tight floor and walls adapted to exclude heat as far as practicable. I show several forms of congealing apparatus:

Figure 1 is a perspective view of a congealing apparatus; figure 2, a transverse section of one form of vapour conductor or congealing pipe; figure 3, in detail, a vertical central section of a water-feeder—also shown in fig. 1; figure 4, a like view of an elbow or trap; figure 5, a plan of the congealing apparatus shown in figure 1; figure 6, an elevation of round congealing pipes in a different arrangement.

In these figures, A denotes the congealing pipes; they may be round or flattened; preferably they are composed of iron, but may be lined with any other metal which is a good conductor of heat, and they can be varied in dimensions from 1 inch in diameter to several inches, and from 5 to 20 feet and upwards in length. I have performed excellent service with ordinary unlined iron gas pipes 1 and 1½-inch in diameter and

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and 18 feet in height. The connections at top may be made of bends in the pipes, and at the bottom by elbows and straight pipe. When elbows are employed they have a pedal flange as shown, resting upon the foundation timbers or masonry. Within the elbows beneath the vertical bore is a trap as at *a*. The vertical pipes are arranged in rows along the timbers, and in this instance also diagonally, that is, each pipe (except the exterior ones) is surrounded by six others, equi-distant from it and each other.

The vaporizing liquid ammonia, for instance, is introduced from the liquefying apparatus, and its quantity regulated by the cock *b* in the coil *c*; whence it is divided by the two-way cock *d*, through the system in either direction, and discharged from either of the outlets, *e* or *f*.

Just above the system of congealing pipes is one form of sprinkler or water distributor. A system of water-pipes *g* with a nozzle *h* over each vertical pipe, and extra ones for each outside pipe. Each nozzle has lateral perforations so arranged as to direct the water in fine streams or spray upon the upright pipes. Each nozzle throws water upon the congealing pipe next beyond it. For example, the nozzle *h*, No. 1, may be arranged to throw water on congealing pipes Nos. 1, 2, 3, 4, and 5. This results practically in a more general distribution of the water than would be the case if it were discharged directly upon the nearest pipes.

The water is intermittently supplied by the automatic feeder shown in fig. 3 and at B, fig. 1. The feeder consists of a cylinder, *i*, which communicates with the sprinkler pipes *g* by the valve *k*, which is operated as follows:—

Within the cylinder is the float *l* sliding vertically on the valve rod *m*. Outside the cylinder is the counterbalance *n*, suspended by two cords passing over pulleys and attached to the float. The float weighs a little more than the counterbalance. Above the float on the valve rod is a collar, *q*, adjusted by a thumb-screw. Through the valve rod near its top passes a pin, *o*. This pin rests on the ends of bent forked lever *p*, pivoted near the valve rod, and having the horizontal end the heaviest, so that its forked end shall always press against the pin. As the water is pumped from the floor below into the cylinder it raises the float *l* until it strikes the collar *q*, and carries the rod and valve upward until the pin *o* rises above the fork, permitting the latter to drop under the pin, and suspends the rod and valve, until the discharge of water below the float, the latter sinks, and the counterbalance rises sufficiently to raise the horizontal end of the lever *p*, which moves the fork from under the pin, and allows the valve to fall and close, when the water commences to rise as before. The feeder should be protected from external heat.

The operation of this form of congealer is as follows:—

The stop cock *b* being opened the refrigerating agent, preferably ammonia, passes into the coil *c*, thence into the system of upright pipes, *A*, and is conducted and distributed therein. In the traps *A* the gas condensed accumulates and the gas in passing through said condensed portions carries more or less of them with it. After passing through the congealers the gas is conducted to the condensers, as will be hereafter more fully described.

The water for congelation is first passed over the coil *c*, and is thereby cooled to an appreciable and valuable degree, and at the same time the gas formed in the coil, in the performance of that service, aids in driving forward the liquid ammonia.

Figure 7 represents, in perspective, a stack of four vertical congealing pipes and a water supplying apparatus.

Figure 8 represents, in vertical central section, one of the congealers.

Figure 9 represents, on an enlarged scale, a diametrical section of the refrigerant supply pipe at its junction with one of the vertical congealers.

Figures 10 and 11 and figure 12 represent, in vertical section, modifications of vertical congealers and their combination with the supply pipe, both with and without diaphragms and ports.

Figure 13 represents a plan view of one form of distributor for supplying water to the congealers.

As before described, the congealers however constructed should occupy chambers properly guarded against the entrance of heat from the external atmosphere.

In each instance *C* denotes one form of congealer. It may be composed of a plain iron pipe, and is closed at its upper end, and communicates at its lower end with the refrigerant supply pipe *D*. Within the congealer is the pipe *E*, fig. 8, of smaller diameter, which extends to a point adjacent to the upper closed end of the congealer. Within the supply pipe *D*, coincident with the central vertical line of the inner pipe is a vertical diaphragm or partition *r*. The arrows on pipe *D* indicate the direction taken by the refrigerant therein as it supplies the congealers. For convenience in description the side of the diaphragm toward the heel of the arrow will be termed the front side and the opposite the rear side.

The refrigerant supply pipe in front of each partition *r* communicates with the interior pipe *E*, and on the rear side thereof it communicates with the annular space between the inner pipes and the interior of the congealer, so that when these two passages are open a circulation is effected along the supply pipe to a partition, thence upward through the inner pipe, thence downward in the congealer into and onward through the supply pipe. In order to place each congealer under control, I guard both passages by means of a valve or cock, a desirable form of which is shown at *s*. This cock may be manipulated by means of a lever, as at *t*, or by other equivalent device. This cock also will wholly cut off the supply of refrigerant to the congealer. To secure desirable results it is obvious that the refrigerant must be partially vaporized when it enters the supply pipe, and as it is introduced to the congealing apparatus, in fluid form, it is of value that the refrigerating effect resulting from said partial gasification be fully utilized. This may be accomplished by introducing the liquid refrigerant into the supply pipe direct from the condenser through one or more of the congealers, in order that in becoming partially gasified it shall perform refrigerating service. The branch pipe at *u*, provided with cock, represents a connection with the fluid-containing portion of the condenser. In the drawings, fig. 7, a stack of four congealers only are shown. In practice a greater number will be employed and arranged preferably in rows so as to occupy properly the space of the chamber. In practice I have located the pipes with a space of about 3 feet between them. This may be varied, however, to any desired extent.

In operating upon a row of congealer pipes, it is desirable that only a proper proportion of the refrigerant moving in the supply pipe should be diverted through each of the congealers. I have discovered in connection with ammonia (which is believed by me to be the best refrigerant known in the art), that when the area of the opening through which the liquid and its vapour is made to flow is such as to admit

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of considerable velocity of the vapour that it carries the liquid with it, causing both to become intimately mixed, and I have observed that they will remain so for a considerable length of time, provided said mixture be kept in motion in vertical lines, and meantime the velocity of the mass attained in practice be sufficient to overcome the gravitation of the liquefied particles.

In fig. 10 the vertical congealer is shown with an interior diaphragm, which extends from the supply pipe D upward to a point near the top of the interior of the congealer. Near the base of the diaphragm is the port *v*. As the refrigerant flows toward the left hand, the reduced area of the opening of the port causes a portion thereof to be directed upward over the top of the diaphragm, thence downward into the supply pipe, where it joins that portion which passed directly through the port, and thence onward to the next congealer.

In fig. 11 the congealers are arranged in pairs united at the top, and each are connected at the base with the supply pipe D'. A diaphragm, as at *r'*, provided with a port as before described, is between the two congealers in the supply pipe. As the refrigerant flows toward the left hand it is partially obstructed by the diaphragm, and while a portion thereof flows through the port as before described, a sufficient quantity will be directed upward into the right hand congealer, thence upward through the connecting pipe, then downward through the left hand congealer into the supply pipe, as already described in connection with the other two forms of congealer. Although the continuous length of pipe with the top connection, as shown in fig. 11, is well adapted to small apparatus, and will produce desirable results with the diaphragm as shown, I prefer for large apparatus either that form which has a free interior passage or the double interior passage, as previously shown.

In an absolutely perfect apparatus (however the vertical congealers may be constructed) it is desirable to have their openings into the supply pipe controllable by suitable cocks, and also for convenience in adjusting the area of the openings at the ports, in accordance with their location, as before referred to, said port should in like manner be so controlled. In order to divert and control in a measure the main body of the refrigerant, I provide in each diaphragm or partition two ports as at *w* and *x*; the former is placed above and the latter below the horizontal diametrical line of the supply pipe. Attached to the rod of cock *s* is a sluice valve, which is in sufficiently close contact with the coincident surface of the partition or diaphragm to close or partially close the port *w*, when the congealer passages are closed by raising the cock, leaving the lower port *x* wholly unobstructed. Should the passages into the congealer be only partially closed, both the upper and the lower ports will be sufficiently open to admit passage of the refrigerant. In order that the ammonia may not be objectionably retarded in its progress through the several ports, said ports will have an increased area of opening at every partition, including the last, in the direction opposite to that from whence the supply flows. In order that the area of each port or pair of ports may be accurately adjusted in accordance with requirements dictated by experience, I suggest that the sluice valves be made vertically adjustable on the valve rods, so that although the area of opening of the ports in all the partitions may be the same, they may, by the relative position of the sluice valve, be varied in capacity to meet requirements in each instance. As the movement of the ammonia is not materially affected by the laws of gravitation, it will be obvious that the congealers may be reversed in position, and the refrigerant supply pipe placed above instead of below, and yet produce desirable results, so far as congealing is concerned, although I prefer the general arrangement shown, with the supply pipe located below. The passage of the volatile refrigerant through the ports serves in each instance, at each passage thereof, to effect to a valuable degree the re-admixture of liquid and gas by bringing them into close relation substantially as described in connection with traps shown in connection with the congealers first described.

Fig. 12 represents congealers similar to those shown in figure 11, which are connected in like manner with the supply pipe. Instead, however, of having a uniform diameter as is possible when the partitions and openings are employed, the supply pipe is made in sections which are of gradually increased diameter as shown. The refrigerant (ammonia, for instance) entering the supply pipe at its smallest end (by the way of one or more of the congealers as shown) under proper pressure, and being not materially affected by gravitation, it readily rises in the first succeeding vertical congealer, and passes over to the next, thence downward. At the point where the supply pipe is enlarged the pressure of the refrigerant is decreased in consequence of said enlargement, and in proportion thereto, which admits the refrigerant in the congealer, in which the current is downward, to enter the supply pipe, and unite with that portion which continued in its direct course, and so on, through the series. In practice I seek to make the sectional area of the supply pipe between the inlet and outlet of each pair of congealing pipes such that a small excess of the fluid will be caused to pass through the congealing pipes, over and above what is requisite to perform the freezing work therein. The volume and density of the fluid may be determined at any given point in its course, from its inlet in the form of liquid into the main supply pipe to its outlet therefrom in the form of gas; by calculating the amount of heat it has absorbed in doing its freezing and cooling work before reaching that point, and from this calculation I determine the area or capacity of the pipe required to cause the requisite portions of its volume to traverse the upright pipes at that given point. It will be seen that the modifications of congealers shown in connection with a supply pipe involve in their practical operation in connection with the manufacture of ice a novel method of distributing ammonia and its vapours, or other volatile liquids and their vapours in a mixed condition through a series of vertical congealing pipes, whereby they may be made of uniform size, and possess uniform frigorific power, and although connected with a supply pipe common to them all, each congealing pipe may be disconnected therefrom without affecting the operation of others. It is obvious that by connecting the vertical congealing pipes with the common supply pipe a more direct route is opened for the main portion of the refrigerant and renders it practicable to maintain such relations between the frigorific power of the fluids and the pressure under which they are worked as to promote, as far as possible, uniform congelation throughout the series of congealing pipes. The terms "diaphragm" and "partition" are employed by me herein in their broadest sense, as indicating such a variation in the interior dimensions of the supply pipe as will admit of the presence of a port or opening having less area than the lateral sectional area of the supply pipe, for I am well aware that the supply pipe itself, at points where certain obstruction to the direct flow is required, may be so reduced in diameter as to present an opening of reduced area, thereby producing the same results.

Having

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Having shown but one method of water distribution, it is proper for me to show others having a practical value, which have been employed by me. The figures 20, 21, 22, and 23 showing the complete apparatus exhibit rotary pans at the tops of the congealing pipes, which are provided with delivery nozzles. The rotation of the pans is effected continuously by means of belt chain or cord, and driving pulleys, as indicated.

To obtain an intermittent rotary motion of the pans requires merely the application of ordinary mechanical skill. Such an apparatus is shown at fig. 13. The several pans are fed from a water supply pipe. All the pans are rotatively connected by a belt or cord. One of the pans is provided with a ratchet wheel, with which a spring pawl on a sliding-bar engages. The sliding-bar derives motion from the pump shaft, as clearly indicated in the preceding figure 7. The intermittent rotation of this one pan communicates like movement to all the rest.

Having thus described the several forms of congelers which are known to possess practical value, and several forms of water distributors, it will be seen that these congelers, however specifically constructed, present exterior freezing surfaces to the rear of which the refrigerating agent is applied and through which it operates. Also, that as the ice accumulates on said surfaces, the surface of said ice constitutes the freezing surface on which other ice is formed in a homogeneous mass. In distributing the water, it is to be understood that it should be discharged upon the congelers in such quantities as to evenly distribute it over the surface of the pipes, or the ice formed thereon, and while a portion of the water is congealed the remainder will flow over the surface of the ice, and thereby wash away effectually air-bubbles and all impurities liable to exist in the water employed. This excess of water flowing to the bottom of the room descends to a well, and may be again pumped up, so utilizing the low temperature it has necessarily attained.

The importance of the flowing streams will be obvious when it is remembered that water in the act of congelation tends to reject the air normally contained in the water, and also all impurities therein, and that the air-bubbles and all impurities are effectually removed by the flowing streams. This effect will be fully appreciated when I state, as a matter of fact, that I have produced by my apparatus, masses of solid translucent merchantable ice direct from surface water collected after a rain-storm in a clay pit. Said water was so charged with earthy matter as to render it quite opaque in a glass.

Valuable results accruing from the novel feature of applying the water in flowing streams may be attained by employing tanks of a peculiar construction. In figure 22 I show in plan view a tank provided with hollow vertical plates, within which the refrigerant is applied. These plates alternately project from opposite sides of the tank to a point nearly adjacent to the coincident side as shown. The two ends of the tank are connected by a channel of equal depth with the tank. A rotary wheel of proper construction such as has been heretofore employed for moving water is placed in this channel, the function of which is to cause the water in the tank to be constantly flowing from one end to the other, as indicated by the several arrows. It will be seen that the freezing surfaces will be constantly washed as the congelation progresses. The old methods of freezing water in tanks, freezing vessels, or moulds, cannot produce these results.

While I do not relinquish that portion of my improvements in the process of making ice which is applicable to tank processes, it is to be understood that one valuable result of my invention is that the expensive and cumbersome tanks can be wholly dispensed with. In tank or mould processes the ice as fast as formed must be removed in order to admit of further manufacture, while by employing my vertical congelers, large ice-houses can be filled with the pipes, and a stock of ice formed thereon which may be allowed to stand as in a magazine until demand occurs. It is obvious that with operations on a large scale the manufacture of ice can be conducted most economically at the coolest part of the year, and if an ice-house as described be once filled, that the congelers, as fast as they are stripped for supplying the market, may be put into reproducing operation under circumstances nearly as favourable as when the ice-house was filled, because the ice still remaining in the house forms a "stock" on hand, not only to meet the demands of trade but also to maintain a low temperature in which to successfully continue further manufacture.

In mounting the congelers, care will be taken to afford a foundation for the column of ice to rest upon. The flange at the base of the congelers affords such a base, while in the complete apparatus shown the floor is so arranged as to serve as a direct foundation.

In detaching the ice from the congelers no difficulty is experienced. The ice, although homogeneous, has a perfect radical cleavage, and a slight saw-cut at one side, and the use of wooden or metal wedges affords a means of ready detachment. For the purpose of previously detaching the column from the congelers, several methods are illustrated in the drawings. At fig. 7 one of the congelers is shown to have a pipe entering at its top, and branched in opposite directions. Each branch has a suitable cock. One branch connects with the pipes containing the liquid ammonia, from which a supply may be taken when required, as before described. The other branch connects with the upper part of the condenser, whereby more or less heated gas may be admitted, which promptly loosens the ice from the congelers. In the complete apparatus as shown, the congelers are cut off from communication with the supply pipe. The warmth of the room below in which the lower connections are exposed is soon communicated to the interior of the congelers, and the ice is detached as rapidly as is requisite in practice.

It will be seen that as the ice is formed on the hollow cores the freezing surface is gradually increased in area, and although the freezing operation may at times proceed proportionably slower as the thickness of ice increases, the increase of freezing area will practically compensate therefor, admitting of the formation of cylinders of ice of any required size. It is therefore of great importance that the heavy column of ice have a self-sustaining capacity at its base, as heretofore described, to avoid possibility of racking and straining the pipes.

I find in practice that the freezing operation progresses more rapidly at the central portion of a series of congealing pipes than it does either at those congelers near the point at which the liquid ammonia enters, or the gas leaves the system. Therefore it is desirable that each of the several sections be operated alternately as an initial section, and so produce uniform ice on all.

The circles shown at fig. 21 in dotted lines around the congealing pipes indicate the peripheries of columns of ice formed thereon.

CONDENSER.

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CONDENSER.

I will next refer to that portion of my invention which relates to my improvements in condensers for the treatment of ammonia, that being the refrigerating agent which is employed by me in the manufacture of artificial ice, preferably to any other known refrigerating agent.

The condensation of gases and vapours prior to my invention has been effected by passing them through lengths, coils, or stacks of pipes, the exterior surfaces of which were subjected to the continuous application of water. In all cases known to me prior to my invention the water has either been continuously applied thereto by showering or spraying, or the pipes have been submerged therein. In both cases water has been employed not only at its natural temperature but also at a lower temperature. When water is applied by constantly showering or spraying the well-known important refrigerating effect of evaporation is available to a limited degree only, and when the said pipes are submerged in water none of its advantages accrue. In both of these methods of applying water either a wasteful use of water occurs, or on the other hand a waste of the refrigerating agent employed for artificially reducing the temperature of the water from time to time.

My invention in condensers consists in the combination with coils or pipes for containing and conducting the matter to be condensed, of an automatically operated water-delivering apparatus, which intermittently discharges the water on said coils or pipes or portions thereof, at such intervals as will admit of the surfaces of said pipes being intermittently charged with water and freed therefrom, and permit a complete evaporation of the water on the exterior surfaces of said pipes between each automatic discharge of the water thereon, whereby rapid condensation is effected, an excessive use of water avoided, and the necessity for using artificial agents for cooling the water used practically obviated.

Fig. 14 represents one of my condensers. It consists of the coil of pipe shown at F, supported by suitable standards, and mounted on a watertight floor, with raised sides as shown. For the purpose of securing large evaporative surface, and for maintaining the vapours and gases and the fluid to be charged therewith in small volume, I prefer that two sets of pipes be used, as shown at *y* and *z*. Both sets of pipes connect with the main induction at the branch pipe at G, so that the vapours and fluid flow therefrom in opposite directions through the pipes to the base of the coil into the receiver H, from which the condensed fluid may be drawn for the congelers. The pipes may be variously arranged, but I prefer the coil arrangement as shown. I denotes a pipe shaft centrally located within the coil, and communicating at its base with the water supply pipe shown. The pipe shaft at its base is provided with a stop and packing box, whereby it may be slowly revolved by means of a rag-wheel or pulley chain, and driving wheel not shown. The pipe shaft is surmounted by and carries a horizontal pipe, the interior of which communicates with the pipe shaft. Near the outer ends of the horizontal pipe are perforations, as shown, through which water is discharged upon the coil as the pipe shaft revolves. A cock in the water pipe gauges the supply of water.

It will be seen that although the water will be continuously flowing from the ends of the horizontal pipe that it will be intermittently applied to portions of the pipes, and that the movement of the pipe shaft, and the quantity of water delivered, may be so graduated as to allow each portion, after having been wet, to become even wholly dried by the absorption of the moisture by the air before in its revolution the end of the delivery pipe again reaches that portion and again wets it.

In fig. 15 I show another form of water-delivering apparatus, by which closely approximating results may be attained. It consists of an annular pipe perforated at its lower side. This pipe is located above the coil, and the circle is of the same diameter. Water is supplied to the annular pipe by a conductor shown, and in this conductor is a rotating plug cock operated continuously by the gearing shown. Every revolution of the largest gear opens and closes the cock twice, thus effecting intermittent discharges of water upon the coil. The intervals of discharge may be regulated by speed of the gearing.

It is to be understood that no novelty exists broadly in the combination of a condensing coil and a water-delivering apparatus. The novelty of this part of my invention consists solely in that improvement in such condensers which admits of the *intermittent* discharge of the water, whereby the full cooling effect of surface evaporation is attained. As heretofore constructed, the supply of water has been continuous, the water continually flowing over the pipes, and therefore the evaporative effect was only produced upon the water instead of upon the pipes themselves, and this difference, slight as it may appear, has proved in practice to be of great economic value.

ABSORBER.

I will next describe that portion of my invention which relates to my improvements in the process of absorbing ammonia gas in water and other solutions which I find to be of great practical value in the manufacture of ice, involving the use of ammonia when the same is employed in aqueous or other solutions. My said improvements are also applicable to refrigerating apparatus not specially adapted to ice-making, and my chief purpose is to render the operation of absorbing ammonia gas practicable on a large scale, and by a process more simple and economical than any heretofore practised within my knowledge.

My invention in the process of absorbing ammonia gas in water or other suitable liquid consists in mingling the gas and water in due proportions while in transit, and then passing the mixture through conduits exposed to a cooling agent. By this method I accomplish the absorption under the most favourable conditions, maintaining as I do a practically uniform temperature and pressure throughout the operation. In conducting cooling and freezing operations the intensity of the heat required for expelling the gas from its aqueous solution is proportionate to the quantity of water the solution contains. Also, the whole mass of water used has to be heated and cooled through a range of temperature of about 200 degrees Fahrenheit each time it is charged. Therefore economy in fuel and cost of apparatus demands that the quantity of water used to absorb a given quantity of gas be reduced to a minimum. The capacity of water for absorbing ammonia gas depends entirely upon the temperature and pressure under which the operation is conducted, that is to say, the lower the temperature and the higher the pressure, the greater will be the quantity of gas absorbed in a given quantity of water. When the absorption takes place at about the ordinary temperature of air and water, and at about the pressure at which the gas usually comes from an ordinary cooling and freezing apparatus, the quantity of absorbed gas is more sensibly affected by any change

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change of temperature or pressure than when the absorption takes place at higher degrees of temperature and pressure than those stated. Therefore in practice the most favourable conditions under which absorption can take place is when gas and water are uniformly mixed together, the initial pressure maintained throughout the apparatus, and the cooling agent brought into the closest possible proximity to all parts of the absorbing mixture. My absorber designed and constructed in accordance with these principles is illustrated on figure 16 showing a complete apparatus, and figure 17 a portion in section of one of the parts of the apparatus in a modified form.

The gas to be absorbed as it comes from the congelers or refrigerating apparatus is admitted through the vertical neck of the pipe K, and the water or impoverished solutions from the retorts enter by the horizontal neck of said pipe. Both the gas and the fluid which is to absorb it enter with sufficient velocity to break the fluid into spray, and so effect an intimate mixture at the outset. The lateral branches of pipe K divide the entering complex stream of liquid and gas into two streams, and each of these are again subdivided into two other streams as shown. The four streams traverse the pipes containing them which are coiled in opposite directions as shown until they reach the receiver L, which they enter from opposite directions. The four streams merge into one in passing through the receiver, and thereby the gas unabsorbed is remixed with the liquid, which then leaves the receiver in two streams flowing in opposite directions in pipes coiled as before until they reach another receiver, M, where both streams unite as before and depart in one stream through a pipe also coiled, and from thence the fluid completely charged with gas is conducted to the boilers or distilling retorts for further use. As the mixture of gas and the water or other absorbent advances through the pipes of the absorber its volume is constantly decreasing by the absorption; therefore the number of the pipes is successively reduced in each succeeding section, until but a single pipe is employed, which will ordinarily be sufficient.

The two receivers serve to correct any irregularity of absorption occurring previous to the entrance of the streams therein. The heat evolved by the absorption may be withdrawn from the pipes by any of the well known means for condensing or cooling fluids in pipes, but I prefer a water-distributing apparatus substantially like that shown in figure 15, which illustrates my condenser. Such an annular perforated pipe as there exhibited is shown above the absorber in fig. 16.

The extent of surface required to be exposed to the cooling agent may be calculated by the usual methods, and the pipes may be arranged in any convenient manner. The size and number of the pipes or their sectional area should be calculated so as to enable the gas to move with sufficient velocity to partially carry the water with it, but not so great as to result in any considerable diminution of pressure in the lower sections of the absorber. As my object is to expose a large surface to the cooling agent, I prefer rather to increase the number of pipes than their conducting capacity. When the number of pipes is as shown, branching into two, four, eight, sixteen, &c., I use the arrangement shown at the induction to the absorber; but when any larger number is employed, as for instance, three, six, twelve, twenty-four, &c., I prefer to employ the distributing arrangement illustrated in section in fig. 17. The gas being admitted through the vertical exterior pipe by way of the elbow, and the water through the central interior vertical pipe shown, the two streams are well mixed by both striking in mass the interior surface of the dome of the distributor, which is provided with arched radial webs dividing the interior upper portion into several compartments equal in number to the several conducting pipes which branch therefrom substantially as previously shown.

TREATMENT OF AMMONIA.

I will next describe that portion of my invention which relates to improvements in the method of treating ammonia in solution, and apparatus therefor, whereby the gases driven from the retorts or distilling boilers are assorted into two classes. First, the pure gas which is conducted directly to the condenser; and second, the impure gas which is more or less charged with watery vapour. This latter gas having been purged of its watery vapour is then conducted to the condenser.

My improvements under this head also embrace means for controlling the passage of impoverished solution from the retorts or boilers to the point where it merges with the gas, which having performed refrigerating service is returned from the congelers through the absorber to the retorts.

My improved process involves the employment of novel apparatus which consists in boilers or retorts, preferably horizontal in position, arranged in pairs coupled at one end, and placed side by side, or one above the other. One boiler of each pair is subjected to a greater degree of heat than the other. The original solutions and the returning solutions are entered into the coolest end of the coolest boiler. From this boiler or retort conducting pipes connect direct with the condenser, and therefore the purest gases being eliminated readily at a comparatively low temperature are promptly discharged from the retort. The remaining solution, thus more or less deprived of its strength, passes through the coupling pipes at the opposite end into the end of the adjacent retort. This latter, as before stated, is subjected to a higher degree of heat, and in this retort the gas is therefore evolved in combination with more or less watery vapour incident to the degree of heat necessarily employed, and this impure gas is separately conveyed to the dryer, wherein the ammonia gas is separated from the watery vapour, and from which dryer it proceeds with the originally pure gas to the condenser.

As the impoverished solution in this latter retort must be recharged, it is drawn therefrom for a remingling with the returning gas from the congealer, and the novel means which I have invented for properly controlling the passage of solution without allowing an undue passage of gas or vapour, consists in combining with the discharge pipe a balanced indicating cylinder, which, when filled with liquid, is depressed, but which when filled with gas is elevated by a counterbalance, and so indicates that further flow should be cut off, or it may be arranged to automatically cut off said flow as I herein illustrate. It is to be understood that various forms of distilling retorts have been heretofore used in this connection, but I know of none which could assort the gases into classes, admit of the continuous discharge of the pure gas direct to the condenser and the impure gas to pass also to the condenser, but by a distinct route, by the way of a dryer, and without affecting either of these discharges also admit of the withdrawal from time to time of the impoverished solution from the retorts.

Figures 18 and 19 respectively show my improved distilling apparatus in elevation and plan.

In

Improvements in the process of making Artificial Ice, &c.

In each figure the distilling boilers or retorts are shown at N¹, N², N³, and N⁴. They should be of good strength, and of such size as will meet the requirements of the intended service. The complete apparatus shown at figs. 20, 21, 22, and 23, illustrates one of my proposed ice factories. The boilers are mounted in masonry, with a furnace at the front end of the boilers N³ and N⁴. A flue from the furnace extends beneath these boilers to their opposite end, then turns to the left and returns beneath the boilers N¹ and N² to their front, and at that point enter the chimney, not shown. The boilers N¹ and N² are separately coupled by pipes at their rear end with boilers N³ and N⁴ respectively as shown. The fire being at the front of the right hand pair and traversing the length of both pairs, obviously results in a graduated temperature, the front end of the pair of boilers N¹ and N² being much cooler than the front end of boilers N³ and N⁴.

The boilers N¹ and N² at their front ends are by means of the branch pipe shown at O connected direct with the condensing coil previously described. Both of the boilers are also coupled by the branch pipe O¹, through which the ammonia solutions in full strength are admitted to the boiler after having made the circuit through the apparatus.

The boilers N³ and N⁴ are also coupled by the branch pipe P, which by means of a small pipe, communicates with the interior of the dryer P¹. The pipe P extends upwards into the dryer. The dryer consists of a vertical hollow cylinder which is provided with interior flanges and plates, which in section form cones or parts of cones, as indicated in the drawing, a portion of the cylinder being broken away to show them and the upper end of pipe P. The dryer at its upper end by pipe P² communicates with the pipe O, which has been before described as connecting boilers N¹ and N² direct with the condenser. The dryer is connected at its top with the bottom of the temperature exchanger Q by means of the pipe P³. The temperature exchanger consists of a vertical hollow cylinder, a portion of which is broken away to show its interior. The upper end of the exchanger Q is connected by way of pipe P⁴ with the single-acting pump at R, which in turn is connected, as shown at figure 20, by the enlarged pipe R¹ (which also serves as a reservoir) with the exit or delivery end of the absorber. The pipes P³ and P⁴ are connected by the coil within the exchanger, and are in fact one pipe leading from the pump to the dryer. The two boilers N³ and N⁴ are also coupled at their front ends by the pipe S, which crosses their heads laterally, and then extends toward the rear of the boiler at right angles, and enters the top of the cylindrical indicating chamber S¹; from the bottom of chamber S¹ a pipe S² extends parallel with pipe S toward the front end of the boilers and enters by a lateral bend the temperature exchanger Q at its bottom. The exchanger being filled with this solution it is discharged therefrom at the top by pipe S³, thence to the absorber previously described. It is desirable that cocks should be placed at numerous points in the apparatus, as indicated in the drawings, and some of the most important ones will be hereafter referred to by simple figures in the explanation of operation.

The apparatus is first properly charged with ammonia solution. I prefer an aqueous solution, containing about 30 per cent. of ammonia, and with this I fill all the pipes connecting the boilers with the absorber, and also charge the boilers to about two-thirds of their capacity. The charging may be effected partially at the retorts by means of a pipe and funnel, shown on pipe O¹ and partially at the top of large pipe R (figure 20), the pump being worked meantime. Pressure gauges are provided for each of the boilers or retorts. The boilers are then heated sufficiently to drive the gas therefrom with the pressure required to condense it in the condenser. The gas evolved from both pairs of retorts will be for a short time at the outset of the purest character, and will pass directly to the condenser by pipe O. From the condenser the condensed gas in liquid form will be conducted to the congealers, thence in the form of gas to the absorber, thence to the pump R, which forces it into the exchanger Q, in the form of solution of original strength, thence into the dryer P¹, thence by pipe O¹ back to the retorts N¹ and N². The boilers N³ and N⁴ are heated by reason of their relation to the furnace to a higher degree than the other two retorts; the gases evolved therefrom are therefore more or less charged with watery vapour, while the gas evolved at a comparatively low temperature from retorts N¹ and N² is practically free from said vapour. It is therefore necessary to purify the gas from N³ and N⁴ before allowing it to merge with the pure gas on its way to the condenser. This purification is accomplished in the dryer P¹. The watery vapour entering from below passes upward through the descending volume of restored solution, which has before been described as coming from the exchanger Q and the pump R, and the gas by contact with this solution leaves with it the watery vapours, and proceeds comparatively pure from the top of the dryer to the condenser by pipe O.

It will be obvious that the solution remaining in the boilers N³ and N⁴ will become impoverished after a while as the tendency is for the ammonia gas to be more or less freely evolved, and therefore I provide a means for withdrawing said solution from time to time, and enriching it by recharging it with the ammonia it originally contained. The pipe S before described as coupling the two boilers N³ and N⁴, and communicating with the indicating chamber S¹, pipe S², exchanger Q, and pipe S³, admits of the passage of the impoverished solution to the absorber, where it is again mingled with the gas which proceeds from the congealers, and returns through the pump to the retorts.

As the withdrawal of the impoverished solution is only requisite at intervals, I have devised a means for determining when sufficient has been drawn off, and in connection therewith means for automatically shutting off the discharge. It will be seen that the pipes draw off from the heads of retorts N³ and N⁴ at about their centres, and that therefore no flow will occur therefrom, except when filled above that point. The indicating chamber S¹ it will be observed is connected with tight joints to the upper pipe S and lower pipe S², and that said pipes have considerable length and are horizontal as shown at figure 19. Their length and horizontal position admit of considerable vertical movement of the cylinder S¹, resulting from the elastic bending capacity of the pipes. It will be seen therefore that when solution is flowing through pipe S and S², that the cylinder S¹ will be full of solution, and that its weight will cause it to be depressed to the extent admitted by the flexibility of the pipes, and it will be as readily seen that when the solution has been so far discharged from the retorts N³ and N⁴ as to allow gas or vapour to enter the pipe S that the solution will be driven from the cylinder S¹ and pipe S², and by their loss of solid contents they will be free to rise, and by that movement indicate that the cocks at the retorts should be closed. To assist in the return upward movement of the cylinder S¹ I apply a lever and weight thereto as a counter balance, which will readily be comprehended from the drawings. At fig. 23 I show a device whereby the cock will be

Improvements in the process of making Artificial Ice, &c.

be automatically closed when the cylinder S^1 rises. The cock in pipe S is provided with a long arm and a weight. Between the arm and the weight is a holding block in wedge form. This wedge block, by means of a square-faced abutment on one side and an inclined faced sliding bar on the opposite side, holds the weight when the cock is open. The opposite end of the sliding bar is in contact with a square-faced pivoted bar. When the cylinder S^1 rises, it lifts the pivoted bar from contact with the sliding bar, leaving it free to slide away from the incline face of the wedge block, whereby the weight is free to fall, and by its fall to close the cock. When proper to resume the drawing off of the solution, the cock will be set as before, and by its automatic action again secure the proper closure as described.

Of course the impoverished solution leaves the retorts at a high temperature, but in its passage upward through the exchanger its heat is extracted by the cold restored solution which envelopes the coil in the exchanger, and by this exchange of temperature the enriched solution is all the better fitted to enter the retorts, and the impoverished solution also better fitted to proceed to the absorber. It will be seen that by this arrangement an economic expenditure of heat is effected, inasmuch as the outgoing solution exchanges temperatures with the solution on its way to the retorts N^1 , N^2 .

It will be seen that a single retort of a length equal to that of N^1 and N^3 , for instance, would operate much like the two if the fire was at one end and the heat conducted throughout its length. There would be approximately variable degrees of temperature between the front and rear ends, and at the latter end the rich solution would be entered and the pure gas discharged, while at the front ends, as herein shown with N^3 and N^1 , the impure gas and exhausted solution would be drawn. In such a retort however it would be well to have a partition midway between its two ends, so perforated as to serve as a connection between the two, after the manner of the coupling pipes in rear of retorts shown.

Although I have shown the retorts in connection with a furnace, it will be obvious that steam may as well be employed as a heating medium. In heating by steam, various methods may be adopted, which will readily suggest themselves. As an instance, the retorts could be encircled with a series of steam jackets or steam spaces located at different points on the retorts, and graduated in heating capacity so as to make one end of the retort its hottest portion, and to vary the degrees of temperature between that portion and the portion which is to be but slightly heated.

COMPLETE APPARATUS.

Having thus described in detail the several features of my invention, it only remains necessary to describe a complete apparatus embodying the same.

For this purpose I have shown in elevation and plan an apparatus for manufacturing pure solid ice in columns; and while said apparatus does not embody every detail in construction which I have herein delineated and described, it is an embodiment of the essential principles with which ice can be practically produced at a cost at least as low as it has ever been heretofore produced, and in a form and with a quality never before attained as I believe.

Each division of the apparatus is designated by the name employed in the detailed description, and as far as practicable the same letters are employed in designation of specific parts.

Figure 20 is a view partially in elevation and partially in vertical section.

Figure 21 represents a plan view with the roof of the congealer removed.

The congealer is located in a structure having complex walls of brick and open places filled with any good non-conductor of heat. The interior walls are covered with hydraulic cement. The supporting floor is located some distance above the floor of a chamber below. This lower chamber may be utilized as a store room for perishable articles, as its temperature is such as to render it of great value. The vertical congealing pipes are of common iron gas pipes. Their general arrangement resembles that shown in figures 1 and 5, although differing in special arrangement. It will be seen that six sections are shown, with six pipes in each section, and all are so connected as to afford continuous communication throughout the series alternately connected at top and bottom. The water delivery apparatus resembles that shown in figures 7 and 13, but differs from that in the mode of revolving the pans. Instead of the intermittent revolution, they revolve slowly but continuously by means of a belt, chain, or cord, and a driver, as shown in figure 21. On the roof of the congealing chamber, exposed to the open air, is the condenser and absorber, substantially as previously described in detail, the condenser being placed above the absorber, and both being exposed to the action of water delivered from the rotating horizontal pipe surmounting the coils. Although difficult to separate them in the drawings by the eye, they are distinct and separate, and in detail substantially as previously described. The retorts are precisely as previously shown. The only device which appears for the first time as a subject for description on these figures is the indicator T , which is in fact, in construction, a duplicate of the indicating cylinder S^1 , previously described. It will be seen that some means should be available whereby it may be determined whether or not the congealers are being properly supplied with liquid ammonia. The indicator T is an intermediate connecting link between the condenser and the congealers, and through it all the liquid ammonia passes. Being susceptible of vertical movement, precisely like the indicator S^1 , and being like that provided with a counterpoise weight and lever, as shown, it is depressed when full of liquid, and elevated when empty, and therefore so long as it is depressed it shows that the congealers are being properly supplied, while by its elevation it indicates that connection should be at least partially cut off with the congealer until a supply of liquid has accumulated. In the centre of the congealer floor is a well into which the excess of water flows after passing down over the congealers, and from this it is pumped to the system of upper pipes from which the revolving pans are supplied. As fast as congelation is effected new supplies of water may be furnished to the well by pipes from a watermain, or by pumping from an original source.

It will be seen at figure 21 that each set of congealers is connected at the top of one of them with the ammonia supply pipe T^1 , which connects with the condenser by the way of indicator T . The cocks 1, 2, 3, 4, 5, 6, control the supply to each set. The large central pipe U communicates with each series at the top of the chamber, and it is into this pipe that all the gas is discharged from the congealers after having performed its freezing work. At every point of connection of this pipe or its branches with the congealers are means for closing the connection. Three way cocks are preferable, and these are shown at 7, 8, 9, 10, 11, 12, 13, and 14. The pipe U conducts the gas upward to the absorber. For the purpose

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of description in operation I will designate the several sets of congelers as $V^1, V^2, V^3, V^4, V^5, V^6$. It will be seen that by the arrangement of the supply pipes, discharge pipes, and cocks, that ammonia may only be supplied into set V^1 , and made to traverse the entire system, and discharge the gas from the set V^6 , if such an operation were requisite; or it may be entered directly into each set, and gas may be directly discharged therefrom, giving the widest possible range of operation, and permit the active employment of any five of the sets while any one of them is detached for the removal of ice from the pipes. For instance, to cut off the set V^1 , the supply cock at 1 is closed and that at 2 is left open, the cock at 8 is so set that the gas in the section can freely escape into pipe U, and by its connection therewith the temperature of the congealing pipes rapidly rises. Below the floor the horizontal connections being in a warmer locality, assist in the gasification of the liquid which may remain in the pipes, and soon the ice will be sufficiently detached therefrom to admit of ready removal by sawing and splitting, which is readily effected by reason of the free radial cleavage of the ice. The set V^2 then becomes the first in the series, the ammonia being supplied by cock 2, and so on. The same operation may be repeated with each set of the system. Any single set, or number of sets, may also be operated while the rest remain idle, as for instance, set V^4 will be supplied with ammonia by way of cock 4, all the other supply cocks being closed; cock 12 is then opened for communication with pipe U, and cock 11 closed.

The longitudinal and lateral pipes in sets V^1 and V^6 indicate the water supply pipes not shown in the other sets.

Now, for explaining the operation in general terms, it will be understood that the apparatus is properly charged with ammonia solution, and that the retorts constitute the initial point. The pure gas goes direct to the condenser, and the impure gas, after passing through the dryer, also proceeds thereto. In the condenser the gas is liquefied, and from thence proceeds to the congealer, where, in performing its freezing work, it is gasified, and from thence proceeds to the absorber, wherein it is again mingled with the impoverished solutions from the retorts. From the absorber it proceeds by way of the pump to the retorts, continuously proceeding, as before, so long as the pump is worked. It is to be understood that a steam-engine, or other suitable motor, may be employed for working the pumps and operating the water-distributing pans.

While having confined myself to a description of apparatus intended for operation with ammonia in solution, I desire it to be distinctly understood that I do not limit myself exclusively to the employment of that refrigerant. It will be obvious that many of the prime results of my congealing apparatus will be attainable with many of the well-known refrigerating agents. So also will it be obvious that instead of ammonia as a sole agent for refrigerating, an incongealable liquid may be employed as a secondary agent to circulate within the congelers, after having been subjected to frigorific action of ammonia as a prime freezing agent, or to any other well-known refrigerant. From long experience, varied with practical and experimental research and application, I believe that satisfactory results may be and have been more economically attained by me and others before me by the use of ammonia in solution than by any other method of using it, and that ammonia is generally conceded to be the best refrigerant now known.

I am aware that moulds, tanks, and freezing vessels of various forms and character have been employed for congealing water contained therein; that water has been applied at once to the full capacity of said moulds, &c., and has also been gradually supplied as the freezing operation progressed; that water has been supplied thereto in broken sheets or drops graduated to the freezing operation; that revolving drums partially immersed in water have been arranged to form ice on their peripheral surfaces; that said drums have been enclosed in refrigerating chambers whereby the ice was formed; that ice has also been formed on such drums by employing a refrigerant within the drum; but by none of these systems has the water to be frozen been made to flow in streams traversing freezing surfaces to the rear of which the refrigerant was applied, and through which it operated.

The only apparatus intended for the manufacture of ice known to me in which flowing streams have been employed, consisted of a refrigerating chamber, within which were suspended vertically boards, thin metal plates or cloth, on the surfaces of which ice was formed by flowing films of water down said surfaces. Such an apparatus differs from those which embody the essential principles of my invention in this,—the refrigerating agent is *not* applied to the *rear* of the freezing surfaces, and does not operate through said surfaces, while in my process this location of the refrigerant at the rear of said surfaces so that it will act through them, constitutes one of the vital elements of my invention.

With freezing surfaces which operate by reason of the application of the refrigerating agent to their *front*, as has heretofore been done, that ice which is first formed thereon is, by the increase of its thickness, in point of fact placed farther and farther from the refrigerating agent, and hence during the formation of successive layers it cannot be hardened beyond the degree of hardness or density first obtained. By my process, with the refrigerant applied to the rear of said surface, the ice first formed is continuously hardened, and maintains always the same location with relation to the refrigerant. Moreover, the refrigerant, when applied to the front of the freezing surface, occupies a position between which and the freezing surface on which the ice is formed the film of water flows; therefore, it will be seen that the refrigerant directly acts upon the outer portion of the film, and must necessarily expend a large portion of its frigorific power upon the water which passes away *from* the bottom of the freezing surface. In my process, with the refrigerant applied at the rear of the freezing surfaces, that portion of the film which is next to said surface has expended directly upon it through the ice already formed, the frigorific power of the freezing agent. I therefore make no claim to flowing streams in themselves considered, but to the process herein described, which involves the application of flowing streams to freezing surfaces, to the rear of which the refrigerant is applied, and through which it operates.

Having thus described my invention, I claim as new and of my own invention:—

- 1st. The improvement in the manufacture of artificial ice, which consists in forming the ice on freezing surfaces in the rear of which the refrigerating agent is applied, and through which it separates by congealing portions of water applied to and traversing the freezing surfaces in flowing streams substantially as described, whereby the surface of the ice is freed from objectionable matter, as specified.

2nd.

Improvements in the process of making Artificial Ice, &c.

- 2nd. The herein described process of manufacturing ice around cores through which the freezing agent flows, by showering or throwing the water upon them, so that constant currents of water shall flow over the surface of the ice during its formation, substantially as specified.
- 3rd. In an ice-making apparatus whereby ice is formed by the congelation on vertical freezing surfaces of water which traverses the same in flowing streams, an isolated vertical congealer, mounted on a base, which not only supports the congealer but also affords a direct support for the ice formed thereon, substantially as described, whereby the employment of a freezing tank is obviated, and the ice, in any desired bulk or quantity, may be formed upon the congealer, without liability of racking or straining the same, as set forth.
- 4th. The combination with a congealer composed of pipes containing the refrigerant, of a water-feeding apparatus adapted to deliver the water to be frozen on all sides of the congealer, substantially as described.
- 5th. The combination with a base pipe and vertical congealers adapted to be operated by a volatile refrigerating agent; of a trap at the base thereof for containing condensed or liquefied portions of the refrigerant, substantially as described, whereby gaseous portions of the refrigerant will be passed through said liquid in its passage from one congealer to another, as specified.
- 6th. In a congealing apparatus a series of isolated vertical congealing pipes, in combination with and connected to a supply pipe common to each, and provided with a continuous passage throughout its length, substantially as described, whereby said supply pipe may deliver the refrigerant to said congealing pipes, and receive it therefrom for the purposes specified.
- 7th. The combination with a refrigerant supply pipe, having diaphragms and ports of vertical congealers, having a double connection with the supply pipe, and arranged with relation to the diaphragms substantially as described, whereby the refrigerant will be partially diverted from its direct course through the congealers, and return to the supply pipe.
- 8th. In a volatile refrigerant supply pipe, one or more diaphragms or partitions provided with ports or openings of less area than the sectional area of said pipe, substantially as described, whereby the gaseous and fluid portions of the refrigerant may be brought into close relations with each other by their passage through each opening as specified.
- 9th. The vertical congealers having independent interior passages for conducting the refrigerant, the supply pipe and the diaphragms or partitions with ports combined and arranged to operate substantially as described.
- 10th. A vertical congealer for artificial ice manufacture, composed of an exterior casing, having a closed end, an interior conductor with an open end located adjacent to the close end of the casing, and a refrigerant supply pipe connected with said pipe and casing, substantially as described, whereby the refrigerant will be conducted into the congealer by way of the interior pipe, and from the congealer to the supply pipe, for the purposes specified.
- 11th. In a congealing apparatus, having vertical congealers immediately supplied from a pipe common to them all, the combination with the congealers and supply pipe of a cock or cocks for controlling the passage of ammonia or other refrigerant to each congealer, and a diaphragm in the supply pipe opposite each congealer, provided with a port or ports, which are also guarded by valves or cocks, substantially as described.
- 12th. The combination with a vertical congealer for containing a refrigerant of a water distributor located above the congealer, and arranged to revolve while discharging water upon the congealer, substantially as described.
- 13th. A condenser, composed of a stack or coil of pipe, arranged for conducting gases, vapours, fluids, &c., in combination with an automatic intermittently operating water-delivering apparatus, substantially as described, whereby the exterior surface of said pipes may be alternately charged with water and freed therefrom for the purposes specified.
- 14th. The process of absorbing ammonia gas in water by mingling them in due proportions while in transit, and then passing the mixture in streams through conduits exposed to a cooling agent; substantially as described.
- 15th. The improvement in the process of treating ammonia solutions employed in ice-making apparatus, which consists in evolving ammonia gas from said solution by treating the solution in a retort, which is exposed to varied degrees of heat, and assorting the gas evolved at low temperatures from that gas evolved, with watery vapour at a high temperature, substantially as described.
- 16th. An apparatus for distilling ammonia from solutions, consisting of a retort composed of communicating compartments, separate gas-conducting pipes, and a heating apparatus, arranged to heat one compartment more than the other, substantially as described.

In witness whereof, I, the said John M'Gouch Beath, have hereunto set my hand and seal, this twenty-fourth day of December, in the year of our Lord one thousand eight hundred and seventy-four.

JOHN M'GOUCH BEATH.

Witnesses—AARON ROMAIN.
EDWD. GRIFFITH BREWER.

This is the specification, marked A, referred to in the annexed Letters of Registration granted to John M'Gouch Beath, this seventh day of June, 1875.

HERCULES ROBINSON.

REPORT.

Improvements in the process of making Artificial Ice, &c.

REPORT.

Sydney, 8 May, 1875.

SIR,
The application of Mr. John M'Gouch Beath for Letters of Registration, for "Improvements in the process of making Artificial Ice, and in Apparatus therefor," having been referred to us, we have examined the specification and drawings accompanying the same, and have now the honor to report that we see no objection to the issue of Letters of Registration as prayed for.

We have, &c.,
J. SMITH.
CHAS. WATT.

THE PRINCIPAL UNDER SECRETARY.

[Drawings—three sheets.]

B

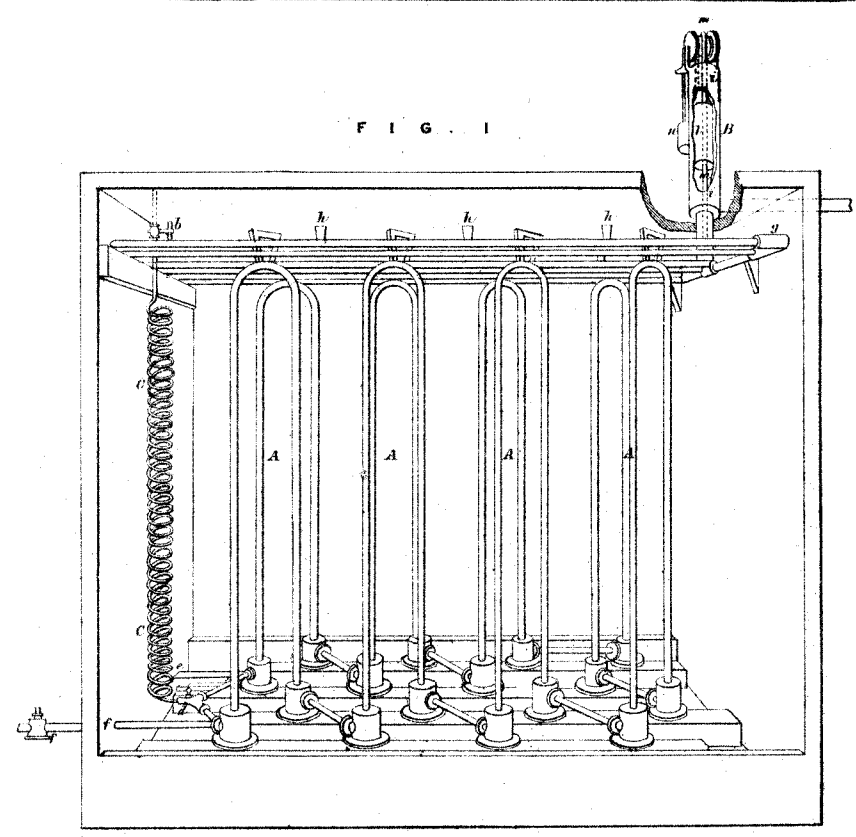


FIG. 1.

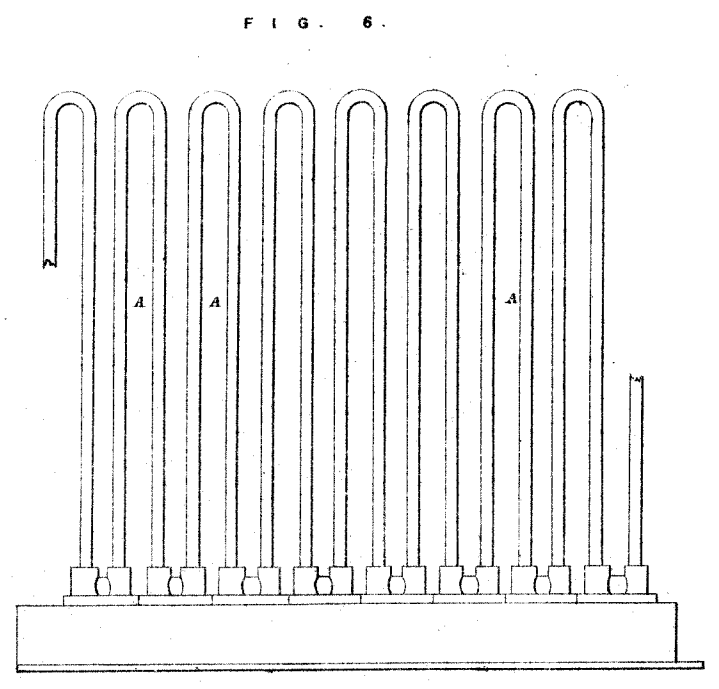


FIG. 6.

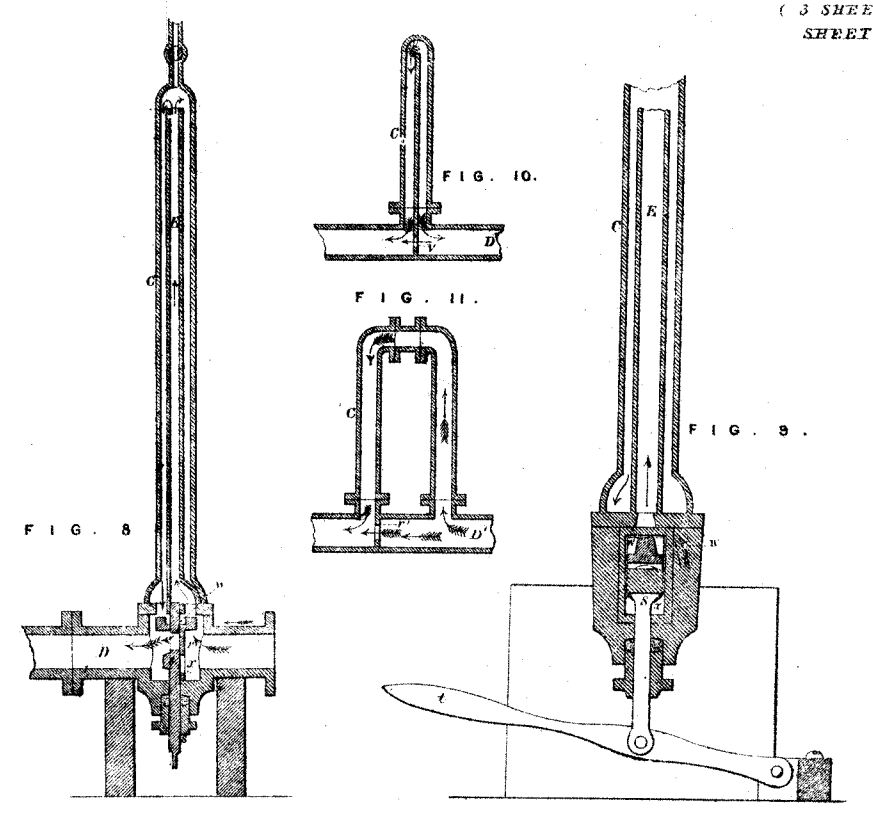


FIG. 8.

FIG. 10.

FIG. 11.

FIG. 9.

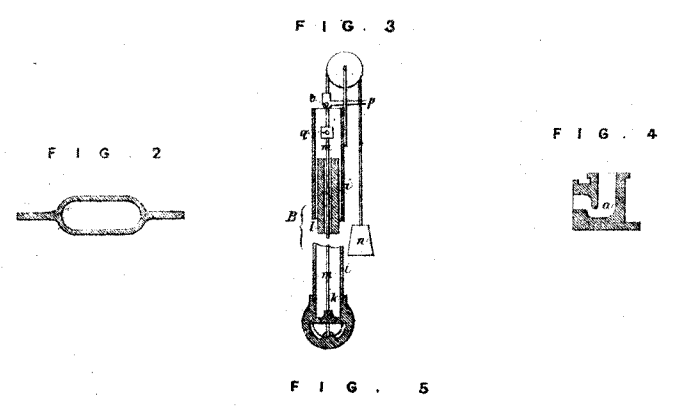


FIG. 2.

FIG. 3.

FIG. 4.

FIG. 5.

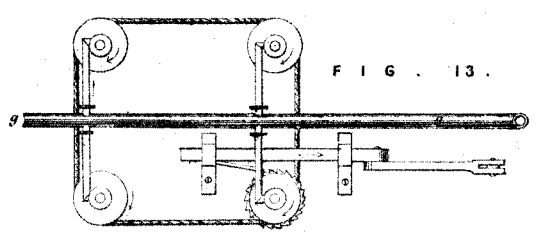


FIG. 13.

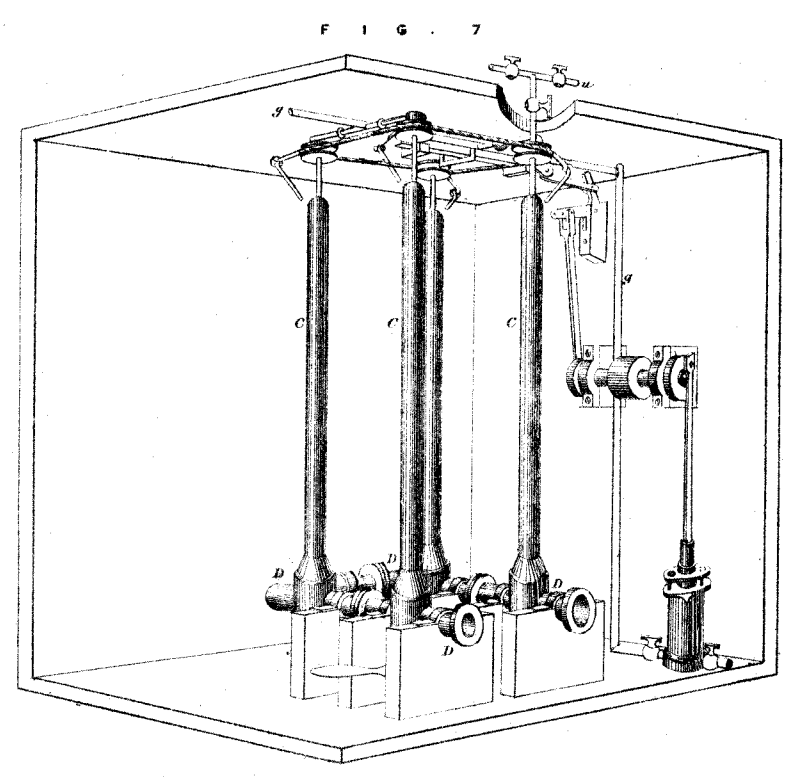


FIG. 7.

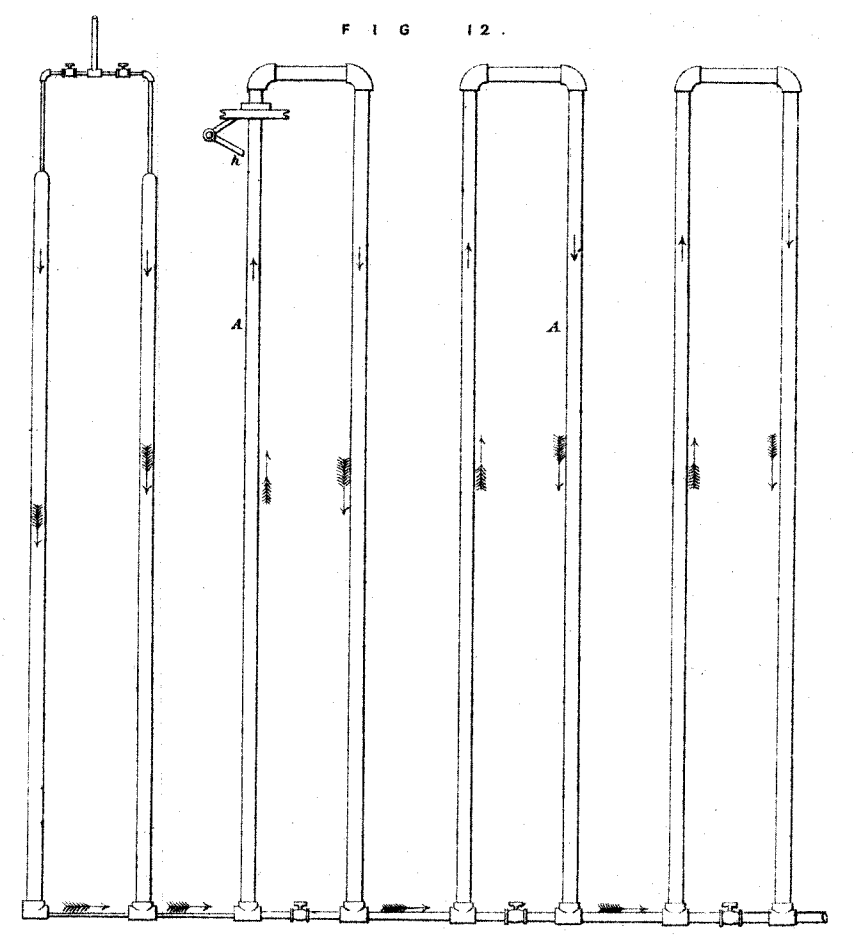
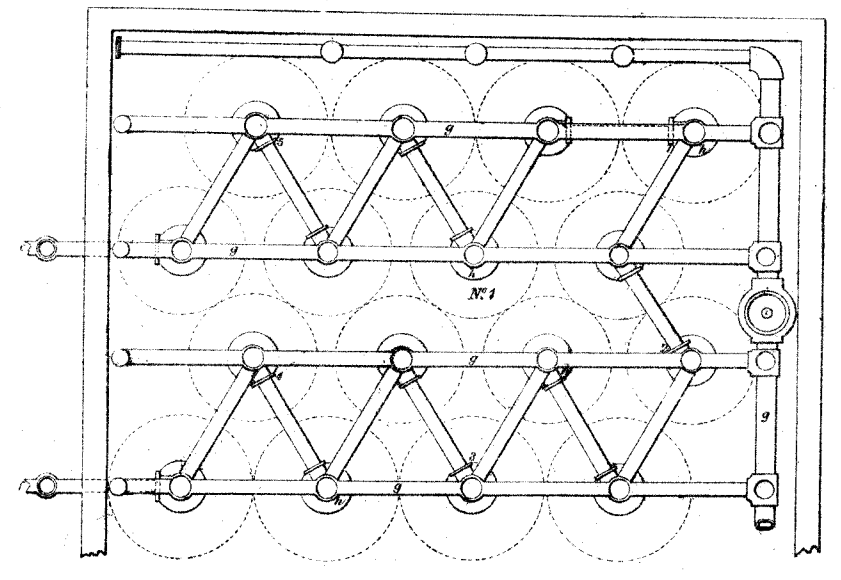


FIG. 12.



*This is the sheet of drawings marked B, referred to in
the accused Letters of Registration granted to John
St. George Heath this Seventh day of June 1878
Heracles Robinson*

C.

FIG. 14

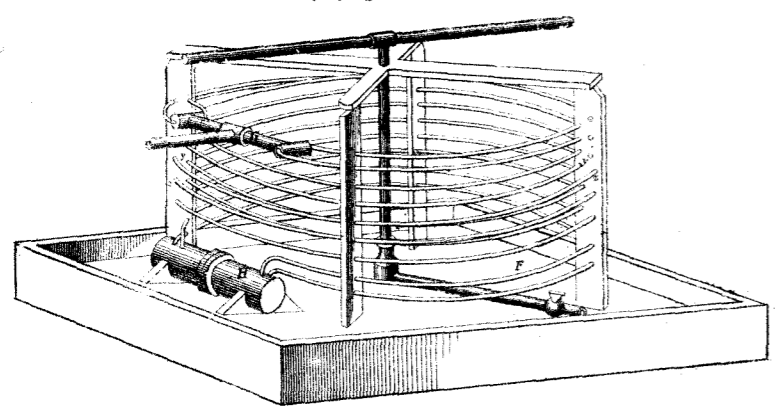


FIG. 15

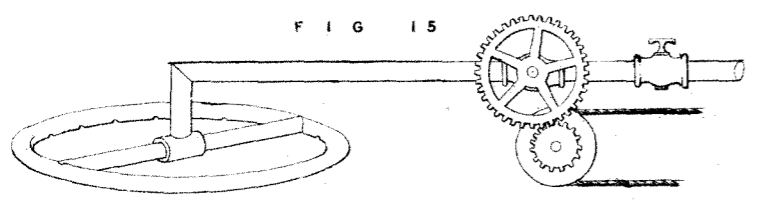


FIG. 16

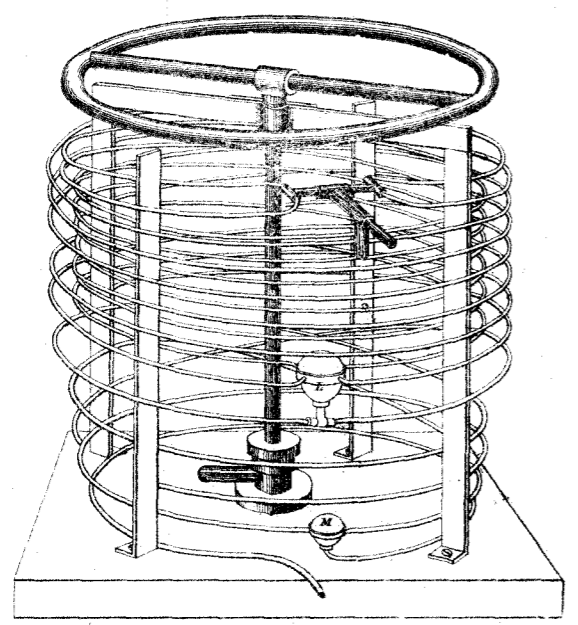


FIG. 17

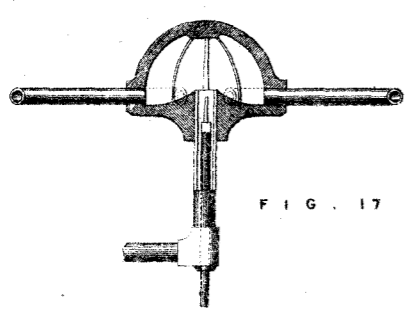


FIG. 18

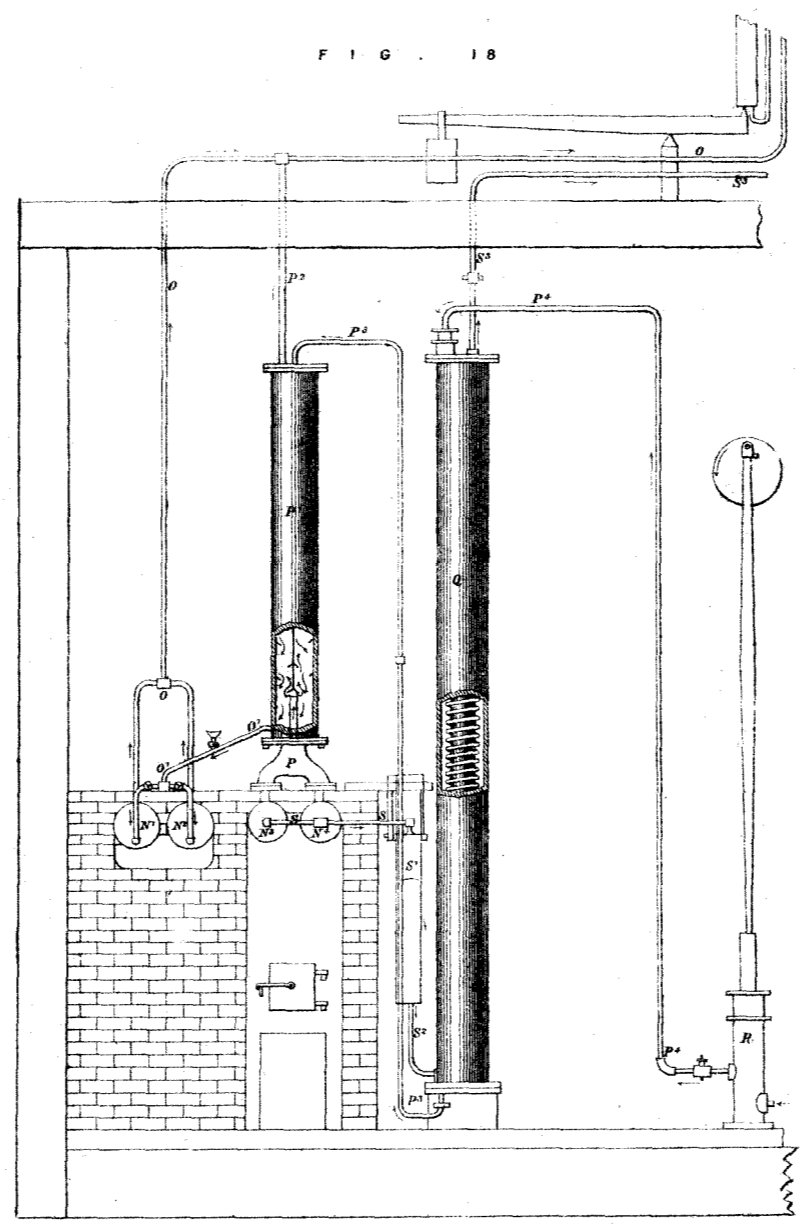
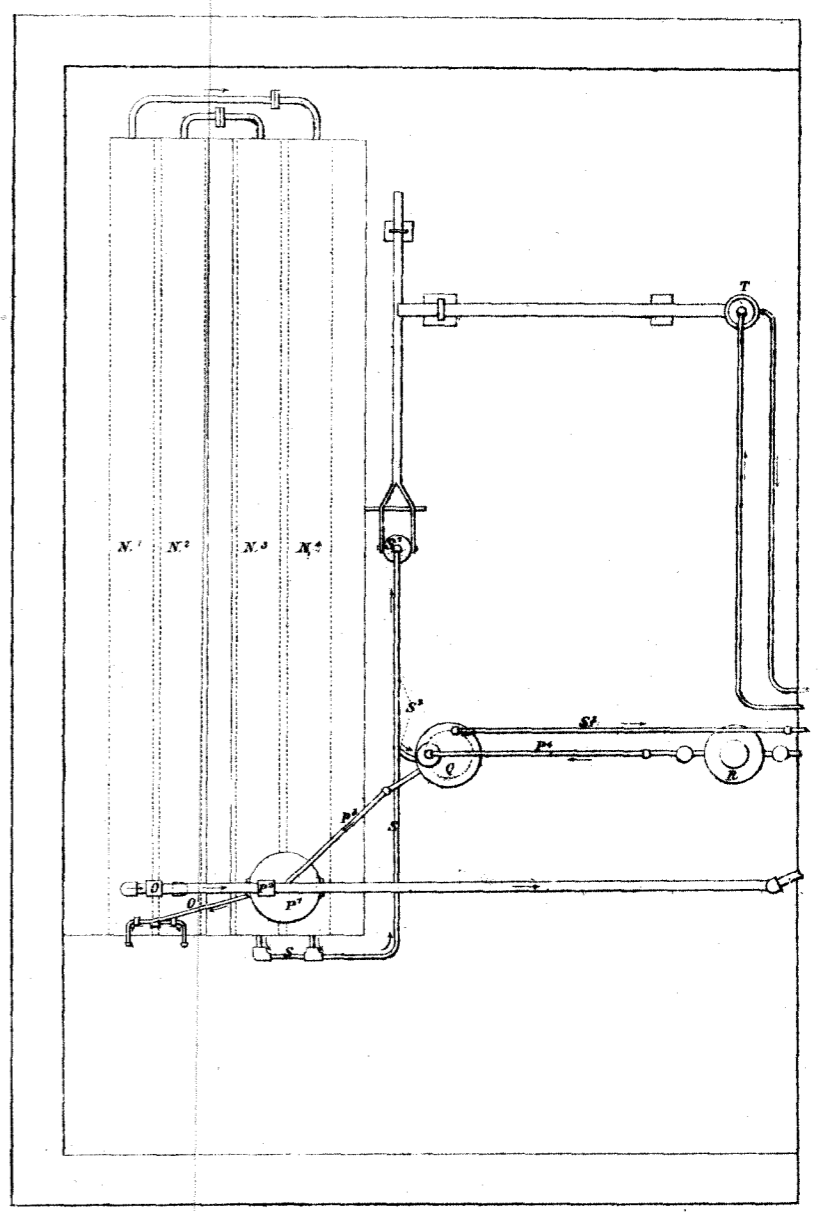


FIG. 19



(Sig. 3)

PHOTO-LITHOGRAPHED AT THE GOVT. PRINTING OFFICE,
SYDNEY, NEW SOUTH WALES.

*This is the Sheet of Drawings marked C. referred to
in the annexed Letters of Registration granted to
John W. Lynch, Patentee, this seventh day of June 1875.
Hercules Robinson*

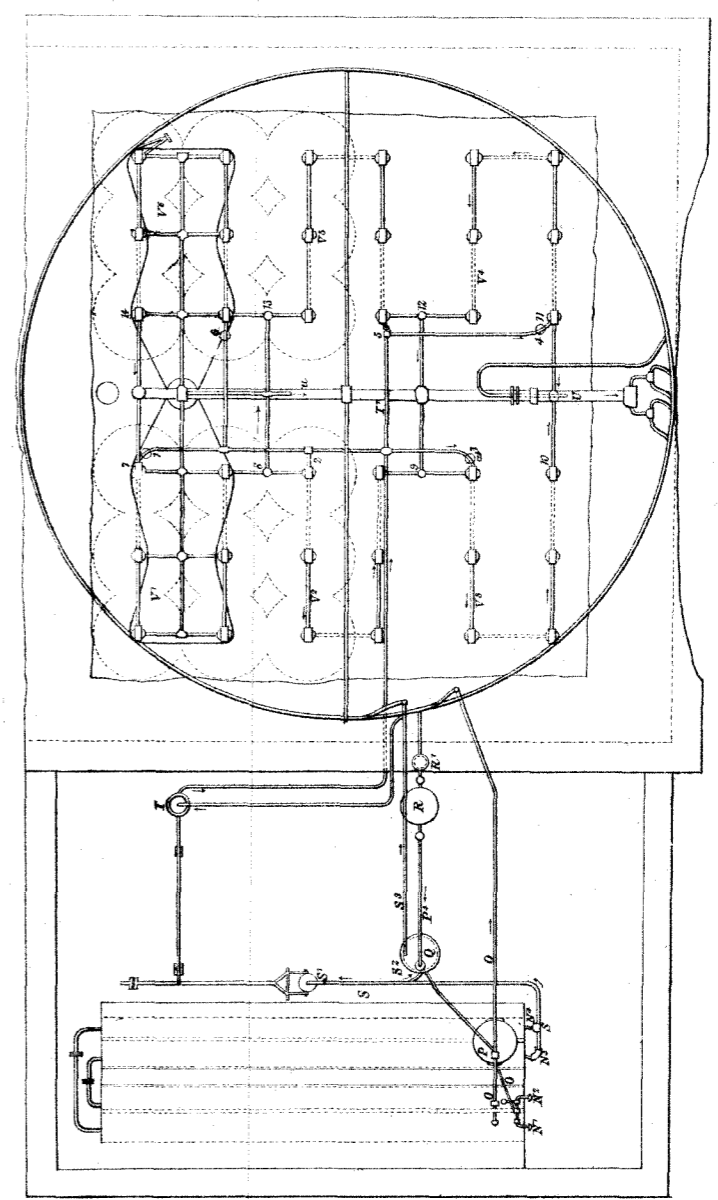
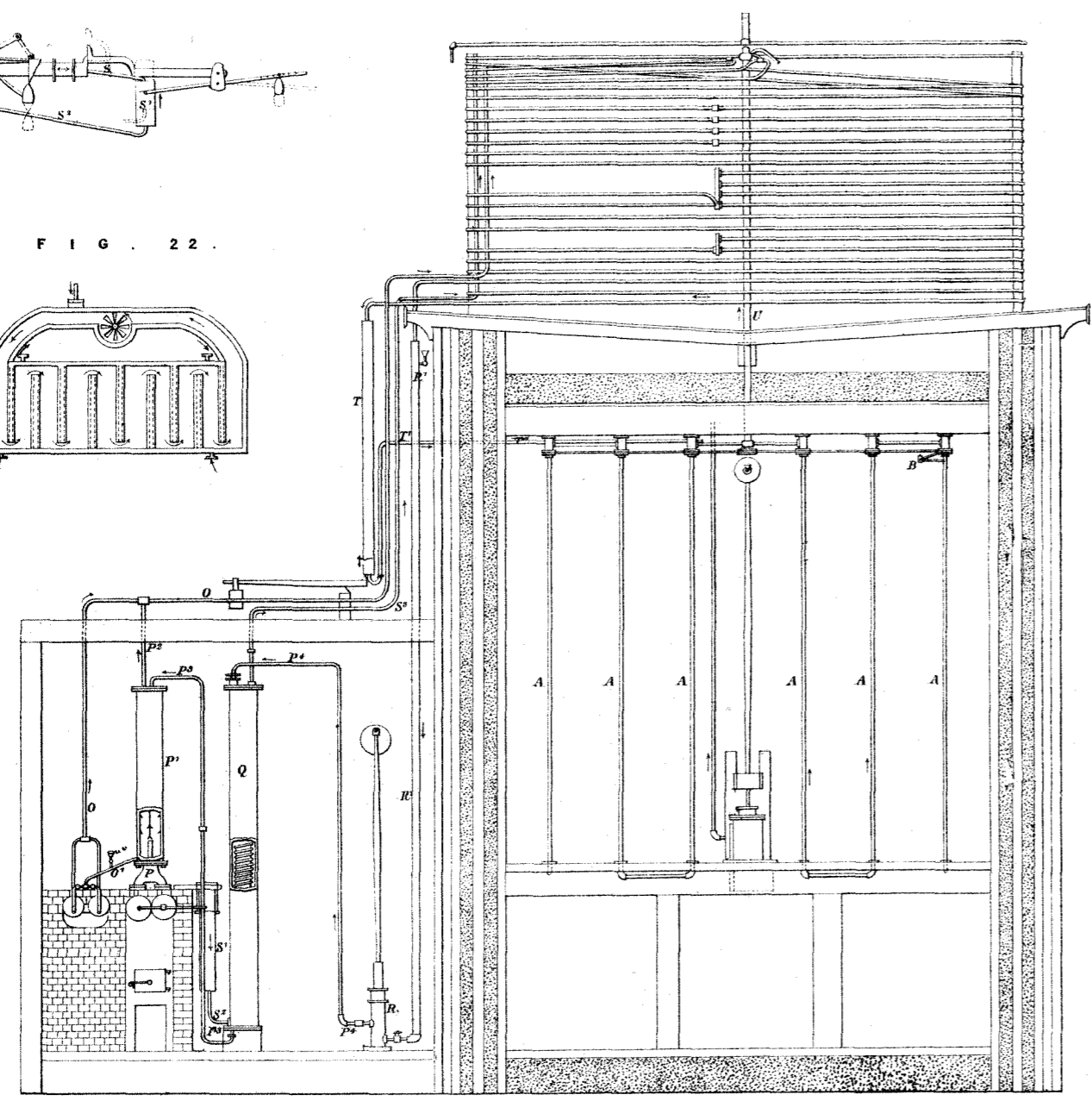
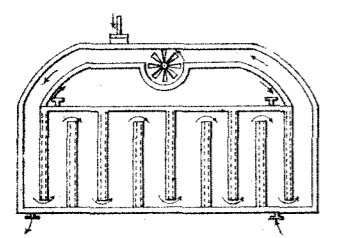
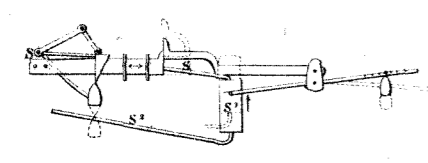
D

FIG. 20.

FIG. 21.

FIG. 23.

FIG. 22.



(Sig. 3)

PHOTO-LITHOGRAPHED AT THE GOVT. PRINTING OFFICE,
SYDNEY, NEW SOUTH WALES.

*This is the Sketch of Drawings marked D. referred
to in the annexed details of the Provision granted
to John McLaughlin Benth this 25th day of
June 1875.*

Hercules Robinson



A.D. 1875, 7th June. No. 474.

IMPROVEMENTS IN MACHINERY FOR BRUSHING BOOTS AND SHOES, &c.

LETTERS OF REGISTRATION to Andrew Bogle for Improvements in Machinery for brushing Boots and Shoes, and for polishing, grinding, and sharpening Cutlery.

[Registered on the 7th day of June, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting:

WHEREAS ANDREW BOGLE, of No. 21, Flinders-street East, in the city of Melbourne and Colony of Victoria, merchant, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention for "Improvements in Machinery for brushing Boots and Shoes, and for polishing, grinding, and sharpening Cutlery," which is more particularly described in the specification, marked A, and the sheet of drawings, marked B, which are hereunto annexed; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council sixteenth Victoria, number twenty-four; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years: And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons, appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said Andrew Bogle, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof; to have, hold, and exercise unto the said Andrew Bogle, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended: Provided always, that if the said Andrew Bogle shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this seventh day of June, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

Improvements in Machinery for brushing Boots and Shoes, &c.

A.

SPECIFICATION of ANDREW BOGLE, of No. 21, Flinders-street East, in the city of Melbourne and Colony of Victoria, merchant, for an invention intituled "Improvements in Machinery for brushing Boots and Shoes, and for polishing, grinding, and sharpening Cutlery."

WHEREAS I am the inventor of "An improved Machine for brushing Boots and Shoes, and for polishing, grinding, and sharpening Cutlery," for which I have obtained Letters of Registration under the hand of the Governor and Seal of the Colony of New South Wales, dated the eighth day of March, one thousand eight hundred and seventy-five; and whereas the framing of the said machine and the contrivances for polishing knives which formed part of the said machine were open to objection on several grounds, now my present improvements have been designed to obviate such objections. The knife-polishing contrivances may be used separate and apart from the other parts of my originally patented invention, or may be incorporated with and form part of it or any other similar machine.

By my present arrangement the framing is made of cast iron, and my knife-polishing contrivances necessitate the use of only one shaft instead of two, while the knife is held underneath a novel description of polisher instead of between two pads on parallel shafts as formerly. This polisher is of very peculiar construction, and does not consist of soft pads made from "pieces of wash-leather wound tightly around the shaft," but of pieces of dry clean sole leather about two and a half inches long and three-quarters of an inch wide, affixed lengthwise end on to the shaft, from which each piece projects radially. This polisher is enclosed in a casing supplied with sufficient polishing powder to enable the ends of each piece of leather to dip into it at every revolution before passing over the knife. The lower lip of the mouth of this casing consists of the edge of a piece of india-rubber or a soft brush which cleanses the knife from all dust as it is drawn out therefrom.

The bottom of this casing is continued for a convenient distance, and is supplied with a certain amount of polishing powder. At the end of it is a pivoted door so as to keep in the powder until there is a danger of its being choked, when it can be opened and cleaned out.

The pieces of sole leather which form my polisher may be fastened to the shaft in any practicable way, but I prefer to make a couple of slits in each piece, reaching to within (say) one quarter of an inch of the shaft, to receive a strong copper wire with which to bind it firmly thereto.

In order, however, that my invention may be clearly understood, I will now proceed to refer to the drawings hereto annexed, where figure 1 shows perspective of my household "Help" constructed according to my present invention; figure 2, perspective of my new knife-polishing contrivance; and figure 3, longitudinal vertical section thereof. BB is the framing of the machine; C, the treadle; D, the grindstone; E, the fly-wheel (a belt from which drives upper shaft G through pulley F); H, the dirt brush; I, the boot-polishing brush; J, my new knife-polisher; K, its casing; L, india-rubber lip thereto; M, its pivoted door; N, copper wire.

I claim—

First—The peculiar construction of knife-polisher J, with its casing K, and the india-rubber lip L.

Second.—The combination of all the operative parts with the cast iron framing B, forming my improved household Help, substantially as herein described and shown.

This is the specification, marked A, referred to in the annexed Letters of Registration granted to Andrew Bogle, this seventh day of June, 1875.

HERCULES ROBINSON.

REPORT.

SIR,

Sydney, 6 May, 1875.

We do ourselves the honor to return to you the documents transmitted to us under your B.C. communication of 30th ultimo, No. 75/2,803, and which have reference to Mr. Andrew Bogle's Petition praying for a grant of Letters of Registration for "Improvements in Machinery for brushing Boots and Shoes, and for polishing, grinding, and sharpening Cutlery," and we have to report that we see no objection to the issue of the Letters asked for in terms of Mr. Bogle's specification, Petition, drawings, and claim.

We have, &c.,

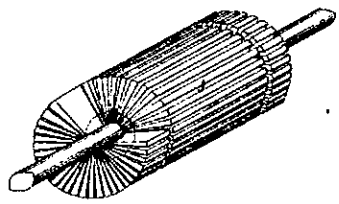
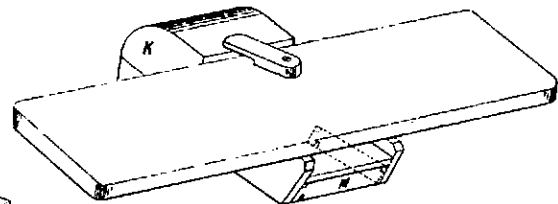
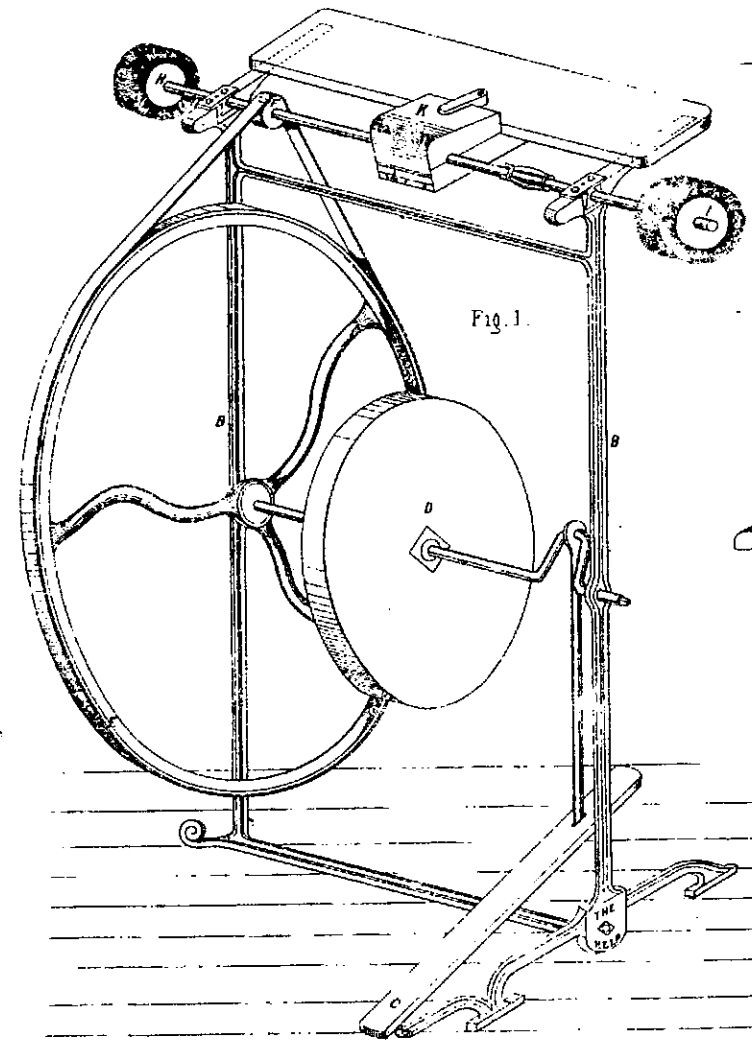
GOTHER K. MANN.
EDMUND FOSBERY.

THE PRINCIPAL UNDER SECRETARY.

[Drawings—one sheet.]

B.

— ANDREW BOGLE'S PATENT. —



Scale 6in.—1Foot.

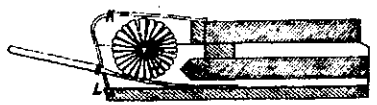


Fig. 3.
Scale 3in.—1Foot.

*This is the Sheet of Drawings entitled B—
referred to in the annexed Letters of Registration
granted to Andrew Bogle this 24th day of
June 1878
H. G. & Co. Litho.*

(Sig. 3)



A.D. 1875, 7th June. No. 475.

IMPROVEMENT IN THE MANUFACTURE OF ALCOHOL.

LETTERS OF REGISTRATION to Joseph Grafton Ross and William Adam Dixon,
for an Improvement in the manufacture of Alcohol.

[Registered on the 7th day of June, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting :

WHEREAS JOSEPH GRAFTON ROSS, of Sydney, in the Colony of New South Wales, General Manager of the Colonial Sugar-refining Company, and WILLIAM ADAM DIXON, of Sydney, aforesaid, analytical chemist, have by their Petition humbly represented to me that they are the authors or designers of a certain invention or improvement in manufactures, that is to say, of an invention for "Improvement in the manufacture of Alcohol," which is more particularly described in the specification which is hereunto annexed ; and that they, the said Petitioners, have deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four ; and have humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to them for a period of fourteen years : And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said Joseph Grafton Ross and William Adam Dixon, their executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof ; to have, hold, and exercise unto the said Joseph Grafton Ross and William Adam Dixon, their executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended : Provided always, that if the said Joseph Grafton Ross and William Adam Dixon shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this seventh day of June, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

Improvement in the manufacture of Alcohol.

SPECIFICATION.

THE object of our invention is the improvement in the manufacture of Alcohol from molasses and other fermentable substances, by adding to the wash or to the molasses intended for fermentation tannic acid, alum, acetate of alumina, sulphate of alumina, chloride of calcium, acetate of lead, or other soluble lead salt, sulphate or any soluble salt of iron, sulphate or any soluble salt of zinc, sulphate or any soluble salt of copper, soluble salts of mercury, phosphoric acid or superphosphate of lime, either together or separately, so as to increase the yield of spirit by regulating the fermentation, and cause the yield of spirit to agree with the attenuation of the wort.

In carrying out our invention we proceed as follows, that is to say, we take such a proportion of valonia, divi-divi, sumach, nutgalls, oak-bark, mimosa-bark, myrobalans, gambier, catechu, kino, or other substance containing tannic acid as will contain tannic acid equal to one per cent. of the weight of molasses used in setting up a fermenting back, or that contains twenty-five (25) pounds of tannic acid for each ton of molasses. The exact quantity we discover from analysis of the substance used. We place the quantity required in a cask or other convenient vessel preferably having a perforated false bottom, which is then filled with hot or cold water; we allow the whole to soak for ten or twelve hours; we then withdraw the liquor into any convenient vessel, and from the residue wash out the whole or greater part of the soluble matter by repeated affusions of hot or cold water. The whole liquor being mixed with that first withdrawn forms liquor No. 1. In another vessel we dissolve in a sufficient quantity of hot or cold water two per cent. of the weight of molasses used of alum, that is fifty (50) pounds of alum to each ton of molasses; this we call liquor No. 2. We mix liquor No. 1 thoroughly with the molasses and then add liquor No. 2, mix thoroughly and dilute with sufficient water to reduce the mixture to a specific gravity of 1.070 or thereabouts. This mixed wash we then run into the fermenting back, where it is allowed to ferment with or without the addition of yeast. In using the other substances above mentioned we proceed in a similar manner, using by preference about two (2) per cent. of the weight of the molasses, that is to say about fifty (50) pounds weight to each ton of molasses; or otherwise we mix with the molasses immediately on its draining from the sugar a concentrated solution of tannic acid, which we obtain by evaporating liquor No. 1 in any convenient vessel so that twenty-five (25) pounds of tannic acid is contained in each five (5) gallons of extract. This we use in the same proportion, that is to say twenty-five (25) pounds tannic acid to each ton of molasses, also a concentrated solution of alum, fifty (50) pounds of alum being dissolved in five (5) gallons of boiling water to each ton of molasses, adding first the solution of tannic acid and after thorough mixing the alum solution. Solutions of the other substances may be used in a similar mentioned manner.

Having thus declared the nature of our invention and the mode of its application, we wish it to be distinctly understood that we do not confine our claim to the above proportions or any other proportion, or any particular specific gravity or temperature, these being only those which we refer. Our claim is for the addition of tannic acid, alum, and the other substances mentioned aforesaid, either together or separately, or any substance containing one or other of these, to the mixture of molasses or treacle or sugar and water known as wash in the manufacture of alcohol, or in any period of manufacture, to the molasses to be used, so as to increase the yield of spirit and cause the same to agree with the attenuation of the wash.

This is the specification referred to in our Petition of the 30th April, 1875.

J. GRAFTON ROSS.
WILL. A. DIXON.

This is the specification referred to in the annexed Letters of Registration granted to Joseph Grafton Ross and William Adam Dixon, this seventh day of June, 1875.

HERCULES ROBINSON.

REPORT.

Sydney, 12 May, 1875.

SIR,

In the matter of the application of Messrs. J. G. Ross and W. A. Dixon for Letters of Registration for an "Improvement in the manufacture of Alcohol," we have the honor to report that we have examined the specification accompanying the same, and see no objection to the issue of Letters of Registration as prayed for.

We have, &c.,
J. SMITH.
CHAS. WATT.

THE PRINCIPAL UNDER SECRETARY.



A.D. 1875, 9th June. No. 476.

A NEW DEVICE TO BE USED FOR ADVERTISING PURPOSES.

LETTERS OF REGISTRATION to Robert Dixon Bannister and Samuel Milligan,
for a new device to be used for Advertising purposes.

[Registered on the 10th day of June, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting :

WHEREAS ROBERT DIXON BANNISTER, of Essex Lodge, Bellarine-street, Geelong, in the Colony of Victoria, gentleman, and Samuel Milligan, of Villamanta-street, Geelong, aforesaid, engineer, have by their Petition humbly represented to me that they are the authors or designers of a certain invention or improvement in manufactures, that is to say, of an invention for "A new device to be used for Advertising purposes," which is more particularly described in the specification and sheet of drawings which are hereunto annexed; and that they, the said Petitioners, have deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four; and have humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to them for a period of fourteen years: And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said Robert Dixon Bannister and Samuel Milligan, their executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof; to have, hold, and exercise unto the said Robert Dixon Bannister and Samuel Milligan, their executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended: Provided always, that if the said Robert Dixon Bannister and Samuel Milligan shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this ninth day of June, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

A new device to be used for Advertising purposes.

SPECIFICATION of ROBERT DIXON BANNISTER, of Essex Lodge, Bellarine-street, Geelong, in the Colony of Victoria, gentleman, and SAMUEL MILLIGAN, of Villananta-street, Geelong, aforesaid, engineer, for an invention intituled "a new device to be used for Advertising purposes."

THIS invention consists of a new device to be used for the purpose of affording facilities for the distribution of advertising cards to those persons who may desire them, and is suitable for railway carriages, cabins of vessels, omnibuses, rooms, and other chambers or apartments.

For the purposes of this invention we provide a series of compartments of sufficient area for the reception of any sized cards that may be required, and of sufficient thickness or depth to receive a number of such cards one behind the other. About the middle of the inside of the back of each of these compartments we provide a flat metal spring, fastened in the centre, and with the ends bent forward, so that the whole spring forms a segment of a circle. This spring is for the purpose of pressing the cards forward to the front of the compartment, so that as one after another is taken away by those persons who may so desire, the remainder are still pressed forward, so that to the last card the advertisement bears the same outward appearance as at the first, and the uniformity of the whole series is thus preserved.

These compartments may be arranged singly or in any required number, in one or more rows, and of any approved material or design; and although we have described a flat metal spring as the means whereby the cards are to be pressed forward, we do not confine ourselves to that kind of pressure, as india-rubber or other springs might be used for the purpose if so desired. We prefer however to use the flat metal springs as described, but in every case the springs must be just strong enough to press the cards forward and to prevent their shaking about without holding them too tightly for the purposes described.

In the drawings hereto attached, figure 1 shows front elevation of a series of advertising compartments with our springs attached; figure 2, plan; and figure 3, perspective thereof. The compartments are marked A, and the springs B.

By the use of this contrivance the necessity for copying out the address of any place or person desired to be remembered is obviated, as a card can be taken out of the compartment instead.

We do not claim to be the inventors of compartments to contain advertisements, but we do claim making advertising compartments so as to receive a number of cards and with a spring to press them forward, substantially as herein described and explained.

This is the specification referred to in the annexed Letters of Registration granted to Robert Dixon Bannister and Samuel Milligan, this ninth day of June, 1875.

HERCULES ROBINSON.

REPORT.

Sydney, 17 May, 1875.

SIR,

Having, in compliance with the directions contained in the blank cover endorsed on the enclosed papers, and dated the 5th instant, investigated and considered the invention and device for which a patent is applied for by Messrs. R. D. Bannister & S. Milligan, in their Agent's letter, received on the 20th April last, we have the honor to report that we consider the device to possess sufficient novelty to warrant Letters of Registration, to the issue of which we do not find that there is any objection, and recommend accordingly.

We have, &c.,
HENRY HALLORAN.
THOS. RICHARDS.

THE PRINCIPAL UNDER SECRETARY.

[Drawings—one sheet.]

No. 477.

[Assignment of No. 242A. See page 73 of Return of 21 June, 1872.]



Fig. 2.



Fig. 1.

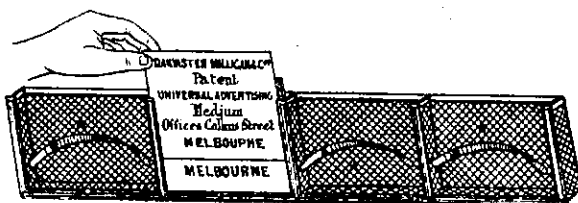


Fig. 3.



Section.

This is the Sheet of Drawings referred to in the annexed Letters of Registration granted to Robert Dixon Bannister and Samuel Milligan this ninth day of June 1875.

Hercules Robinson.

(Sig. 3.)



A.D. 1875, 8th July. No. 478.

IMPROVEMENTS IN MACHINERY FOR CLEANSING WOOL.

LETTERS OF REGISTRATION to Robert Hall, for Improvements in Machinery for cleansing Wool.

[Registered on the 9th day of July, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting:

WHEREAS ROBERT HALL, of Hoddle-street, East Collingwood, in the Colony of Victoria, wool-washer, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention for "Improvements in Machinery for cleansing Wool," which is more particularly described in the specification and sheet of drawings which are hereunto annexed; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years: And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said Robert Hall, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof; to have, hold, and exercise, unto the said Robert Hall, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended: Provided always, that if the said Robert Hall shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this eighth day of July, in the year of our Lord one thousand eight hundred and seventy-five.

(*r.s.*)

HERCULES ROBINSON.

Improvements in Machinery for cleansing Wool.

SPECIFICATION of ROBERT HALL, of Hoddle-street, East Collingwood, in the Colony of Victoria, wool-washer, for an invention intituled "Improvements in Machinery for cleansing Wool."

THIS invention consists of certain improvements in machinery for cleansing wool, which may be divided into two parts, the first having reference to the machinery for washing, and the second to that for drying the wool.

The machinery for washing consists of two tanks, each having a perforated false bottom, and placed end on to each other, the first being filled with hot soap-suds, and the second with cold water. Into the first of these the wool is fed by any convenient method, and is immediately submerged by the revolution of a roller (which in cross section is star-shaped) reaching quite across the tank. This gives the wool an impetus forward, when it is taken hold of and dragged further forward by an agitating fork. Here it comes within the range of a lifting fork, which raises it out of the water and deposits it on an endless inclined table or creeper, where it is subjected to the action of a series of hot water jets, and then drains itself to a considerable extent, and is carried forward and discharged into the next (cold water) tank, where another roller submerges it and gives it an impetus forward. After this it is beaten under again by two series of revolving feather washers or beaters, which treat it in succession. Then it comes within range of another lifting fork, which raises it out of the water and deposits it on the lower end of another endless inclined table or creeper, where it is subjected to the action of a series of cold water jets and is then carried between two rollers, where a considerable portion of the water is pressed out. From hence the wool is delivered on to another endless inclined table or creeper, by which it is carried into a drying chamber, the apparatus in which constitutes the second part of my invention. Here it is delivered on to the uppermost of a series of endless inclined travelling tables, placed one above the other, and travelling in alternately opposite directions, so as to compel the wool to travel over every one of them, across and across the chamber, before being finally deposited into a basket or other suitable receiver.

The endless inclined creepers consist of a series of parallel tubes, which are held in position by means of the shanks which proceed from each link of the chain which drives it. This chain winds around suitably shaped pulleys at each extremity of the creeper.

In order, however, that my invention may be distinctly understood, I will now refer to the drawings hereto annexed, which clearly illustrate the first portion of it. Figure 1 shows side elevation, figure 2, plan, and figure 3, end elevation of my washing machinery. Figures 4 and 5 are side and front elevation respectively of my lifting fork and its operating machinery. Figure 6 is top view of one of the chain pulleys for the creepers, with the chain shown in dotted lines. Figure 7 is top view of the chain with the tubular creeper shown in dotted lines, and figure 8 is top view of a part of the tubular creeper, with the chain shown in dotted lines. Figure 9 is side elevation of the inner side of one of the chain pulleys, and figure 10 represents its opposite side.

A is the first tank, and B the second. C is the feeding board. D the star-shaped roller, having a circular disc, D¹, at each end, to prevent the wool from falling over. This roller is covered with copper or brass, or other metal sheeting. E is an agitating fork, supported on the crank of shaft E¹. The spindle of this fork passes through a guide or perforation in rocking shaft E², which can be moved up or down by adjusting its bearings. F is a lifting fork supported on the crank of shaft F¹, which rests in bearings F² on cast iron bearer F³. The spindle of this fork passes through a swinging or rocking guide or perforation in shaft F⁴. G is an endless inclined table or creeper, to which motion is imparted by means of chains G¹, through chain pulley G², supported in bearings G³.

B is the second—or cold water—tank. I, bearings for spindle I¹, surrounded by cylindrical casing to which the feather-beaters or washers I² are attached. J is another set of beaters, similarly worked and constructed. K is another lifting fork, supported on the crank of shaft K¹, which rests in bearings K². The spindle of this fork passes through a similar guide to that of lifting fork F. L is another endless inclined table or creeper made exactly similar to the previous one, marked G. MM are iron rollers, the upper one being pressed down by weight M¹ on lever M², connected to lever M³ by screw link M⁴. A fluted roller revolves in an opposite direction to the upper or weighted roller, and is provided for the purpose of stripping the wool which adheres to the upper roller, M. P is another endless inclined table or creeper like that marked G.

On each of the shafts which work the lifting and agitating forks I use a pulley weighted on one side, and set it opposite the crank, so as that the weighted side will be descending when the fork is lifting the wool.

The uppermost of the squeezing rollers is coated with some fibrous material, such as flax or hemp, to prevent the metal of one roller working against that of the other, or a coating of india-rubber may be placed underneath the fibrous material when so desired. The diameter of the upper roller when it has its coating on is the same as that of the lower one, and is recessed (with the exception of a small width at each end) to receive such coating.

The perforations in the false bottom in the first tank are for the purpose of allowing the dirt to fall through them and so keep away from the wool; but in some cases it may be necessary to give an occasional motion to these false bottoms to prevent their getting clogged by the deposit of unusually dirty pieces of wool. A trap-door is provided in the end or side of each tank below the false bottom, for cleaning out the dirt which gathers there.

The number of the tanks may of course be increased and hot water be used instead of cold, if so preferred; but I have stated the number of tanks and the condition of the water I prefer to use.

Having thus described the nature of my invention and the manner of performing same, I would have it understood that, without confining myself to the precise details herein set forth and described, I claim,—

- 1st.—The peculiar motion of the lifting forks F and K for lifting wool out of water whilst in the process of washing, substantially as described.
- 2nd.—The peculiar mechanical arrangement for giving this motion, herein described and explained, consisting of the fork spindles, rocking guides, and crank shafts.
- 3rd.—The use of a balance or weighted pulley on each of such crank shafts, set as herein described.

4th.

Improvements in Machinery for cleansing Wool.

4th.—The peculiar construction and arrangement of the endless inclined creepers G, L, and P, with their chains and chain pulleys, and the peculiar construction and arrangement of the washers I and J.

5th.—The peculiar construction and arrangement of the travelling drying tables.

This is the specification referred to in the annexed Letters of Registration granted to Robert Hall, dated the eighth day of July, in the year of our Lord one thousand eight hundred and seventy-five.

HERCULES ROBINSON.

REPORT.

SIR,

Sydney, 17 June, 1875.

We do ourselves the honor to return to you the documents transmitted for our report under your B.C. communication of the 10th instant, No. 75/3,932, which have reference to the Petition of Robert Hall, praying for a grant of Letters of Registration for his invention of "Improvements in Machinery for cleansing Wool," and we have to state that we see no objection to the issue of the said Letters of Registration, in terms of Mr. Hall's Petition, drawings, specification, and claim.

We have, &c.,
CHAS. WATT.
GOTHER K. MANN.

THE PRINCIPAL UNDER SECRETARY.

[Drawings—one sheet.]

(Copy)

No 478

R. HALL'S PATENT.

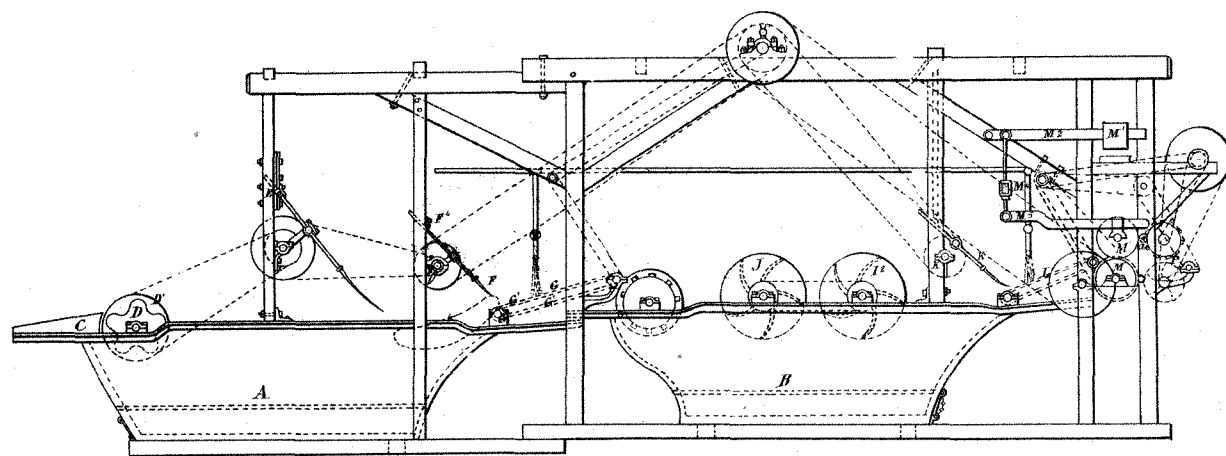


FIG. 1.

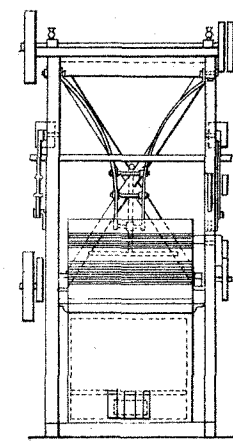


FIG. 3.

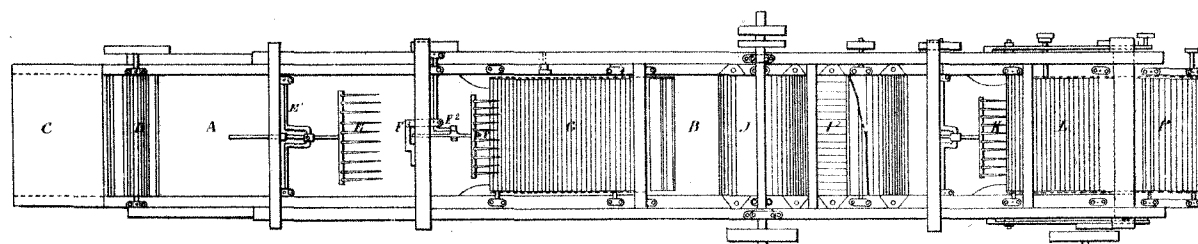


FIG. 2.

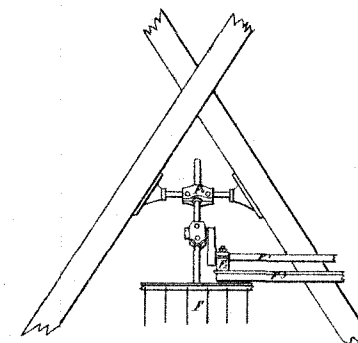


FIG. 5.

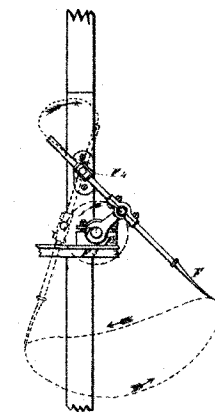


FIG. 4.

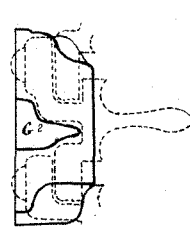


FIG. 6.

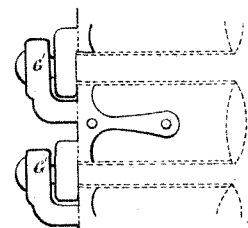


FIG. 7.

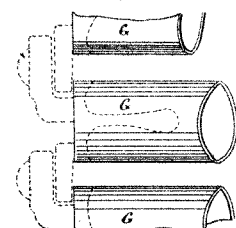


FIG. 8.

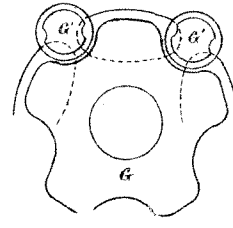


FIG. 10.

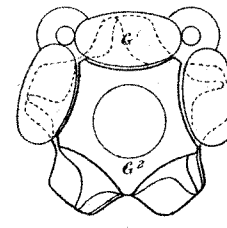


FIG. 9.

This is the Sheet of Drawings referred to in the annexed Letters of Registration granted to Robert Hall dated this eighth day of July, in the year of our Lord one thousand eight hundred and seventy five.

Hercules Robinson.

(Sig. 3)



A.D. 1875, 13th July. No. 479.

**IMPROVEMENTS IN PRESSES FOR PRESSING WOOL, HAY, AND SUCH
LIKE MATERIAL.**

LETTERS OF REGISTRATION to William Speedy, for Improvements in Presses
for pressing Wool, Hay, and such like material.

[Registered on the 14th day of July, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Grand Cross of the Most
Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the
Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting :

WHEREAS WILLIAM SPEEDY, of Wainui, in the province of Hawke's Bay, in New Zealand, sheep farmer, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention for "Improvements in Presses for pressing Wool, Hay, and such like material," which is more particularly described in the specification and sheet of drawings which are hereunto annexed; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years: And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said William Speedy, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof; to have, hold, and exercise unto the said William Speedy, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended: Provided always, that if the said William Speedy shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this thirteenth day of July, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

Improvements in Presses for pressing Wool, Hay, and such like material.

SPECIFICATION of WILLIAM SPEEDY, of Wainui, in the province of Hawke's Bay, in New Zealand, sheep farmer, for an invention intituled "Improvements in Presses for pressing Wool, Hay, and such like material."

THIS invention consists of certain improvements in presses for pressing wool, hay, and such like material, so as to enable them to effect their object in an efficient, expeditious, and economical manner. Its essential novelty lies in the method of applying the power. Hitherto, screws and racks have been most generally adopted for the purpose, and the pressure has been directed away from the source of power. Now, in my case neither racks nor screws are used, neither is the pressure directed away from, but directly towards the source of power. For the racks and screws I substitute the windlass barrel, and place it at or near to the bottom of the press. To this, one or more ropes are attached and passed over or connected to the monkey or presser plate, or its attachments, so that by revolving the barrel the ropes will be wound around it, and the monkey or presser plate pulled down, thus pressing the wool into the lower box as is well understood.

In order to retain the pressure and prevent the backward revolution of the barrel, a pawl is provided to gear into a ratchet, which is made on or attached to such barrel.

In order to provide for the increased power required to pull down the presser plate as it continues its descent, I make the windlass barrels tapering in form so that the downward movement of the presser plate lessens with each revolution of the barrel, the ropes being fastened to and commencing to wind over the largest part of them.

The power may be applied to the barrels in any way the users may choose; but I prefer to use shifting levers, fitting into sockets like hand-spikes in the capstan of a ship.

Chains, bands, or any other material that is strong and pliable enough, may be used instead of the ropes, and may either be hooked on to the presser plate or its attachments, or may pass over it and be brought down again to the barrel from which it started, or to some other.

The barrels may be made tapering from one end to the other, or from the centre towards each end, or from both ends toward the centre. There may be one or two, and they may be placed underneath or by the side of the bottom boxes as may be preferred. They may also be rigidly attached to the press or the foundations thereof, or may be separately supported on a movable under-carriage.

In the event of the ropes, chains, et cetera, passing directly over the presser plate, I make slits in the two sides of the upper box to allow of the passage of the rope as the presser plate descends. Making these slits is the only novelty I have introduced into the manufacture of the boxes.

In order however that my improvements may be distinctly understood, I will proceed to refer to the drawings hereto attached, which illustrate several modifications of my invention; that shown in figure 1 being the one which I prefer, although in pressing some materials—hay for instance—it might be necessary to have larger boxes than are here shown. Figure 2 is plan of the movable under-carriage of the press shown in figure 1.

In this case there are two barrels, A, supported in bearings in the movable under-carriage B. From each barrel there proceeds two ropes, C, which pass through the slits D in the sides of the upper box E over the presser plate F (in grooves F¹ provided for the purpose), and down again through the slits on the other side of the box to the other barrel. Pawls G affixed to the under-carriage gear into ratchets H on the centre of the barrels. In each barrel there are sockets made to receive the end of handspikes A¹ with which to turn it round and thereby compress the wool.

Around the outside of the mouth of the lower box are several projecting loops, J, which are intended to pass through slits in the wool bale whilst it is being filled. When this is accomplished the upper box is removed and the bale sewn up, the presser plate being hollowed out at F² in order to give free play to the needle. When necessary all the sides of the lower box can be opened out and the bale removed. There is however nothing new about the method of filling or constructing the lower boxes and sewing up the bales as just described.

Whilst the wool, et cetera, is being supplied to the boxes, the ropes are drawn over the sides of the press and allowed to remain there until it is full, when the presser plate is placed in position, the ropes placed in the grooves on the top, and the barrels revolved.

Figures 3, 4, and 5 show respectively section, elevation, and plan of foundation of another modification of my press, in which the presser plate F is connected by a stem, F³, to two horizontal beams, F⁴, working up and down the framing K, and to which the ropes C are hooked. The barrels too, marked A, are differently placed to those in figure 1. LL are ropes for lifting the presser plate and its attachments when required.

Figures 6 and 7 show respectively section and elevation of the lower portion of a third modification of my press, in which the whole arrangements are the same as in figure 1, with the exception that the press itself is supported by a strong framing and the under-carriage is dispensed with, thus necessitating the alteration of the position of the barrels, which are here placed just about on a level with, instead of underneath, the bottom of the lower box of the press. In this modification it would be necessary to fasten the press to the foundations by links M as shown, or by any other approved method.

Figures 8 and 9 show respectively side elevation and section of a fourth modification of my press, in which a barrel on either side is used, and the ropes C proceeding therefrom are forked by means of a spreader, C¹, so as to allow of two ropes passing through the slits in the upper box and so over the presser plate. N is a friction roller. In this case a lever pawl, P, is substituted for the hand-spike in figure 1.

Figure 10 shows side elevation of this lever pawl, and figure 11 shows how it might be worked horizontally if so preferred.

Having thus described the nature of my invention and the manner of performing same, I would have it understood that I do not confine myself to precise details, so long as the nature of my invention be retained, but

I claim—

First.—The use of windlass barrels for the purpose of applying power to presses for pressing wool, hay, and such like material, substantially as herein described and explained.

Second.—The several modifications of my press as herein described and illustrated.

Third.

Improvements in Presses for pressing Wool, Hay, and such like material.

Third.—The introduction of slits D in the sides of the upper boxes of my press as herein described and explained.

Fourth.—The peculiar construction of presser plate as herein described and illustrated.

This is the specification referred to in the annexed Letters of Registration granted to William Speedy, the thirteenth day of July, in the year of our Lord one thousand eight hundred and seventy-five.

HERCULES ROBINSON.

REPORT.

Sydney, 22 Juno, 1875.

SIR,

We do ourselves the honor to return to you the documents transmitted for our report under your B.C. communication of the 16th instant, No. 75-4,142, which have reference to Mr. William Speedy's Petition for Letters of Registration for his invention for "Improvements in Presses for pressing Wool, Hay, and such like material," and we have to state that we see no objection to the issue of the said Letters of Registration, in terms of Mr. Speedy's Petition, drawings, specification, and claim.

We have, &c.,

GOTHER K. MANN.
E. O. MORIARTY.

THE PRINCIPAL UNDER SECRETARY.

[Drawings—one sheet.]

No. 480.

Assignment of No.	156.	See page	83	of Return	of 8 December, 1870.
"	166.	"	111	"	"
"	216.	"	249	"	"
"	256.	"	115	"	21 June, 1872.
"	360.	"	45	"	9 July, 1875.
"	394.	"	3	"	28 May, 1877.
"	411.	"	35	"	"

W. SPEEDY'S PATENT PRESS.

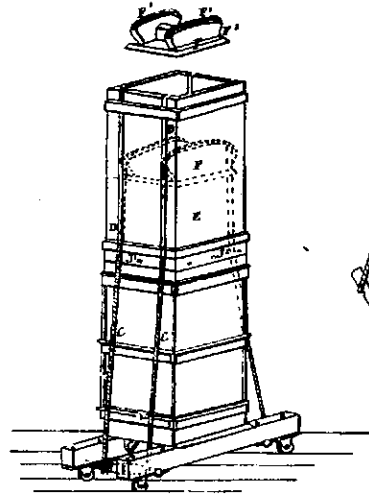


Fig. 1.

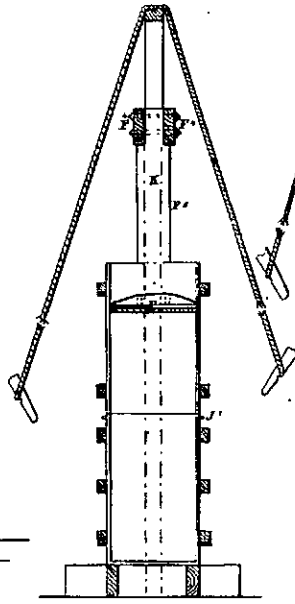


Fig. 3.

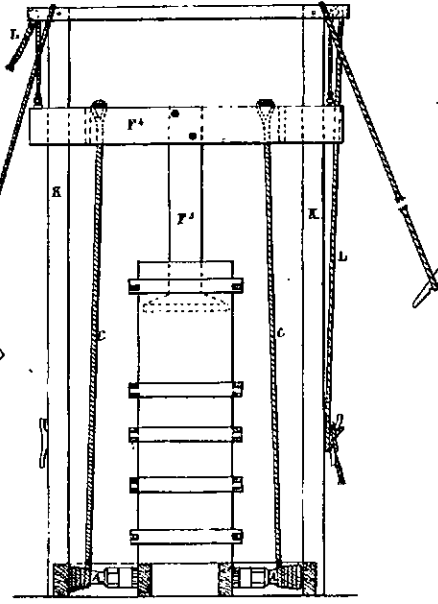


Fig. 4.

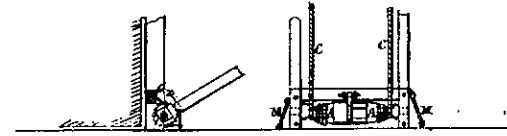


Fig. 6.

Fig. 7.

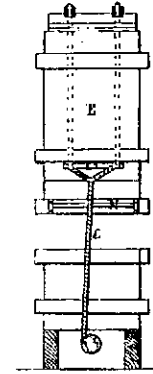


Fig. 8.

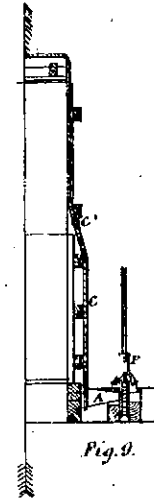


Fig. 9.



Fig. 2.

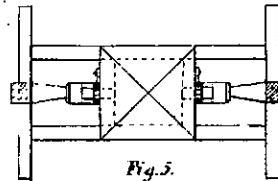
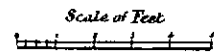


Fig. 5.

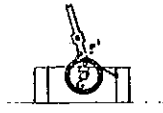


Fig. 10.

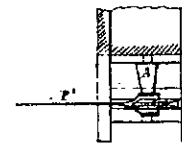


Fig. 11.

This is the Sheet of Drawings referred to in the annexed Letters of Registration granted to William Speedy the thirteenth day of July in the year of our Lord one thousand eight hundred and seventy five.
Hercules Robinson.



A.D. 1875, 7th August. No. 481.

IMPROVEMENTS IN EXCAVATING MACHINES.

LETTERS OF REGISTRATION to Samuel McCaughey, for Improvements in
Excavating Machines.

[Registered on the 7th day of August, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Grand Cross of the Most Distinguished Order of Saint Michael and St. George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting:

WHEREAS SAMUEL MCCAUGHEY, of Coonong, Urana, in the Colony of New South Wales, hath by his Petition humbly represented to me that he is agent of Peter J. Shyther, who is the assignee of Benjamin Slusser, the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention for "Improvements in Excavating Machines," which is more particularly described in the specification and sheet of drawings which are hereunto annexed; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years: And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said Samuel McCaughey, as such agent aforesaid, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof; to have, hold, and exercise unto the said Samuel McCaughey as such agent as aforesaid, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended: Provided always, that if the said Samuel McCaughey shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this seventh day of August, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

Improvements in Excavating Machines.

SPECIFICATION of SAMUEL McCaughey, of Coonong, Urana, in the Colony of New South Wales, for an invention intituled "Improvements in Excavating Machines."

THIS invention consists of certain improvements in machines for excavating earth, such as in the making of dams, &c., &c. The machine itself consists of a scoop-shaped excavating tool, supported on the front carriage; a receptacle for the excavated earth supported on the back carriage; and an elevator between the two for carrying the earth from the excavating tool to the receptacle.

The excavating scoop is set at a certain pitch, and is attached to the lower extremity of a framing, made in the shape of a hollow square, on the front of each of the two sides of which is a rack. It is also attached to an iron bar bent round it, and having its two ends attached to the framing for receiving the pole, and it is also held backwards by a hook at the convergence of two bars proceeding from the back carriage, which hook passes through an eye underneath the scoop. Each rack is operated by a pinion fixed on the axle of the front carriage. This axle is made to revolve at will by means of a clutch connecting it with one of the wheels so as to compel it to revolve therewith, and so to raise the scoop. This clutch is so constructed as to disconnect itself when the scoop is lifted sufficiently far from the ground. By means of an expanding gauge the scoop is prevented from descending lower than a certain point. A spring pawl gears into one of the pinions, and prevents the rack from moving either way until it is thrown out of gear. This is done by means of a treadle on the end of a lever attached to such pawl.

The elevator consists of an endless travelling table, such as is commonly used for many analogous purposes, and its lower end is close to the top of the scoop. Motion is imparted to it by means of two pinions on the respective ends of a horizontal shaft reaching across the hinder carriage and gearing into two toothed wheels attached to (but of less diameter than) the wheels of the back carriage. This axle rests in suitable bearings on the top of each side of the back carriage when in gear, but is thrown out of gear by the same motion which raises the scoop. This is accomplished by means of an iron bar bent into the shape of a square, and supported in bearings on the hinder end of a casting, which encloses the rack through which the axle of the front carriage passes. On to the upper side of this there catches a hook at the convergence of two levers connected to the horizontal shaft near the respective pinions on the two ends thereof, and having a fulcrum provided for each in the shape of a standard attached to and projecting above the side of the receptacle, so that when the rack is raised the square bent bar is depressed, pulling with it the two levers, and so lifting the horizontal axle sufficiently far to disengage the pinions from the toothed wheels operating them.

The receptacle consists of a conveniently shaped vehicle, having its bottom divided into three parts or flaps, each one suspended from its own gudgeons, and when closed resting each upon the edge of its neighbour, with the exception of the hindmost one, which rests on two catches in the tail-board. An arm is attached to the gudgeon on one side of each flap, and to each arm a rod is attached, which reaches to and passes through a perforation in a bracket projecting from the side of the receptacle, and on this end of each such rod is a screwed collar. These perforations are one under the other. A lever is hinged to the bottom of the framing of the receptacle in such a way as that it will catch against these screwed collars in succession, and so lift them one after the other. An elbow joint keeps the back or tail board in position, and a cranked lever, reaching to near the driver's seat, enables it to be opened at pleasure. This tail-board is suspended by gudgeons from the top.

Referring to the drawings hereto attached, where the same letters indicate similar parts wherever they occur. Figure 1 shows off side elevation of my machine, with the front wheel removed, for convenience in showing the parts; figure 2, plan; and figure 3, front elevation thereof. The remaining figures are details on a larger scale, the lettering on which indicates what they represent.

A is the excavating scoop, bolted at *a* to lower end of the framing, on which are racks, B; C, bent iron bar supporting scoop; C¹, eye underneath scoop; C², hook therein; C³, bars from side of back carriage for connecting it to front carriage; D, pinions; E and F form the sleeve and clutch, and F¹ lever attached thereto; G, expanding gauge; H, spring pawl on end of lever H¹, operated by treadle H².

I is the endless travelling table; I¹, screw and nuts for stretching same; J, pinions; K, horizontal shaft; L, toothed wheels; M, bearings for shaft K; N, bent iron bar attached to casting O; P, hook at convergence of levers P¹ and P²; Q, connection between each of these levers and shaft K; R, fulcrum of each such lever; S, wheels for preventing the table from sagging.

T, the receptacle, having its bottom in three parts or flaps, marked U, V, W, with a tail-board, X; U¹ is adjustable side-catch for keeping tail-board pushed out; U² is arm attached to gudgeon on one side; U³, rod attached thereto, on which is screwed collar U⁴. V¹, V², and V³, with W¹, W², W³, are the arms, rods, and screwed collars attached to the gudgeons of flaps V and W respectively; Y is a perforated bracket, through which rods U, V, and W pass; Z is lever operating all these rods and flaps; X¹ is an elbow-joint, operated by bent arm X² and lever X³, and continually pressed against tail-board by helical spring X⁴; T¹ are iron bars on each flap, those on flap W overlapping those on flap V, and those on flap V overlapping those on flap U.

When the machine is simply travelling to its destination the scoop is lifted even higher than is shown in the drawings; the elevator is necessarily out of gear, and the flaps of the receptacle are closed. When required to commence operations, the gauge G is adjusted so as to allow the scoop to descend to the maximum extent desired, the driver then presses on the treadle H², which releases the pawl H from the pinion into which it gears. The racks with the scoop attached now descend to the required depth, and by so doing allow the pinions J to fall into gear with toothed wheels L, thereby setting the elevator in motion. The machine now proceeds until the receptacle is full, when the driver throws the clutch into gear by means of lever F¹. This connects the axle with the wheel and compels it to rotate with it. As the axle rotates, the pinions D operate the racks, and so lift the scoop. When it is lifted sufficiently high, the pinions D disengage themselves from the rack by reason of the worm on the clutch F in connection with the sleeve E. To discharge the load it is necessary first of all to pull the lever X³ forward; this bends the elbow-joint X¹ and allows the contents of the vehicle to press the tail-board outward. The three flaps will then fall in succession, discharging the contents of the receptacle at any place required. The lever Z must then be pulled forward, when the three flaps will rise in succession a little above the horizontal inside

Improvements in Excavating Machines.

inside the vehicle, the hindmost one lifting catch U¹ and allowing the tail-board to close and the elbow-joint to resume its position again. This it does by the pressure of the spring X⁴. The lever Z is then allowed to go backward, and the three flaps fall into their original position ready for loading. The treadle H² must now be pressed so as to release the pawl H from the pinion D and allow the scoop to descend into its excavating position. This motion of the rack causes the shaft K to descend into its bearings, and the pinions J consequently to gear into toothed wheels L. The onward motion of the machine now causes the scoop to excavate and the elevator to elevate, so as to fill the receptacle again as before.

Having thus described the nature of this invention, and the manner of performing same, I would have it understood that I do not confine myself to the precise details herein described and explained, so long as the nature thereof be retained, but I claim,—

First.—The peculiar method of supporting and operating the scoop A, as herein described and explained.

Second.—The peculiar method of supporting and working the elevator I, with its peculiar method of connecting and disconnecting itself from its operating wheels L, dependent upon and simultaneous with the lowering and raising of the scoop A, as herein described and explained.

Third.—The peculiar method of operating the flaps and tail-board of the receptacle T, as herein described and explained.

Fourth.—The peculiar construction of the sleeve and clutch E F, the spring pawl H, and connection Q, as herein described and explained.

This is the specification referred to in the annexed Letters of Registration granted to Samuel McCaughey, this seventh day of August, 1875.

HERCULES ROBINSON.

REPORT.

Sydney, 29 July, 1875.

SIR,

We do ourselves the honor to return to you the documents transmitted for our report, under your B.C. communication of the 15th July, No. 75/4,995, which have reference to Samuel McCaughey's application for Letters of Registration for his invention of "Improvements in Excavating Machines"; and we have to state that we see no objection to the issue of the Letters of Registration asked for in terms of Mr. McCaughey's specification, drawing, and claim.

We have, &c.,

GOTHER K. MANN.
JOHN WHITTON.

THE PRINCIPAL UNDER SECRETARY.

[Drawings—one sheet.]

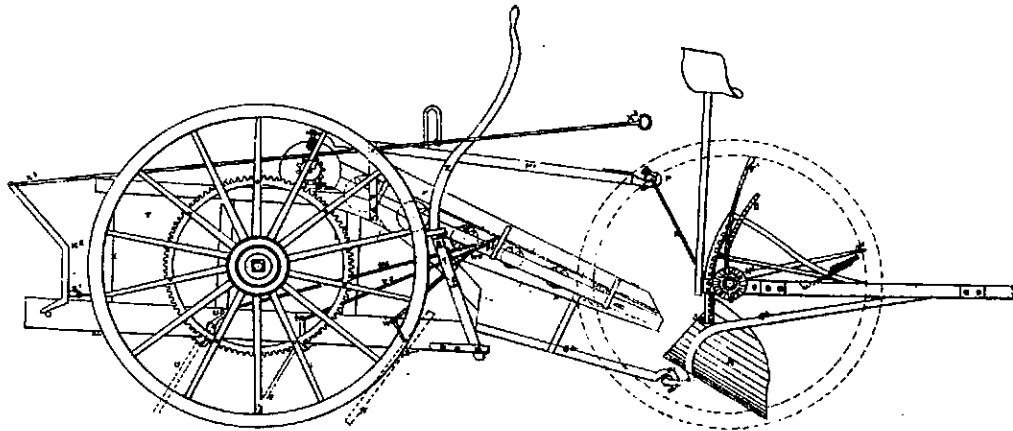


Fig 1.
SIDE ELEVATION

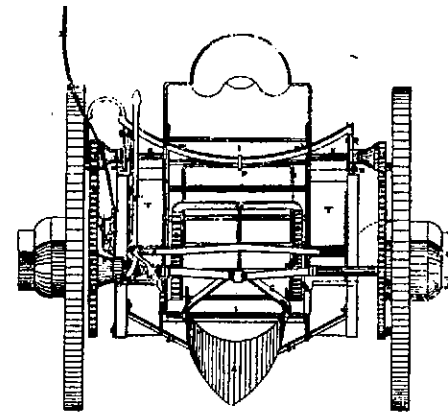


Fig 3.
FRONT ELEVATION.

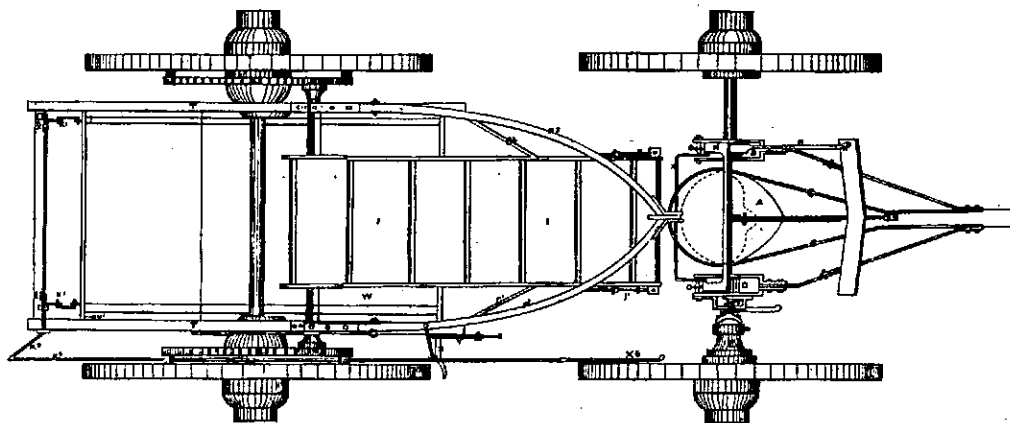
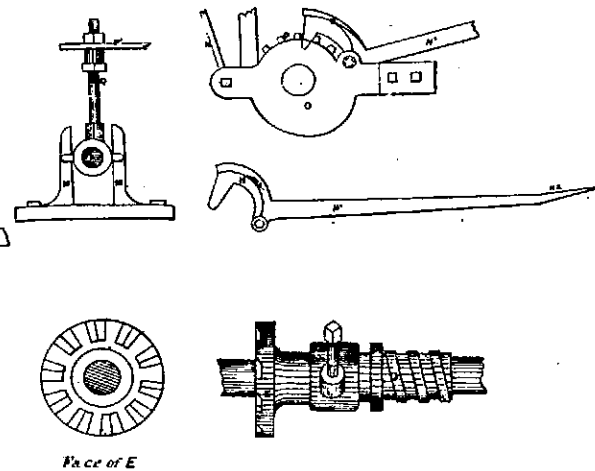


Fig 2.
PLAN



Face of E

*This is the Sheet of Drawings referred to in the annexed
Letters of Registration granted to Samuel M^o Coghney
this seventh day of August 1876.*

Hercules Robinson.

Er
(3193)



A.D. 1875, 7th August. No. 482.

A STEAM SUPER-HEATER.

LETTERS OF REGISTRATION to George Clinch, for an Invention for the Super-heating of Steam, and converting it into Hydrogen Gas for steam purposes.

[Registered on the 7th day of August, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Grand Cross of the Most Distinguished Order of St. Michael and St. George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting :

WHEREAS GEORGE CLINCH, of Fitzroy-street, St. Leonards East, in the Colony of New South Wales, has by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention "for the super-heating of steam, and converting it into hydrogen gas for steam purposes," which is more particularly described in the specification and two sheets of drawings, marked A and B respectively, which are hereunto annexed ; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four ; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years : And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said George Clinch, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof ; to have, hold, and exercise unto the said George Clinch, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended : Provided always, that if the said George Clinch shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court, at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this seventh day of August, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

A Steam Super-heater.

SPECIFICATION for a Steam Super-heater, invented by GEORGE CLINCH, of Fitzroy-street, East St. Leonards.

THIS is an invention for converting, by a novel and peculiar method, wet steam into super-heated steam, or hydrogen gas, and using it for engineering purposes, by conveying the steam from the steam-chest through a small iron pipe outside the boiler to the front of the furnace; the pipe is then turned in beneath the furnace bars, and by way of the ash-pit is carried towards the back of the furnace; the pipe is there attached to one of two nozzles which project downwards between the furnace bars, and are a part of the super-heating apparatus presently to be described, which apparatus is placed within and at the back of the furnace.

The super-heater consists of a series of pipes singularly arranged, being placed one within another, that is to say, a quarter-inch pipe is placed within a pipe of one inch in diameter, and so formed by elbows (L) T's (T) and joints or unions connecting the pipes as to give the greatest length of piping in the smallest possible space, and cause the steam in its passage through the super-heater to be violently agitated by its continually striking the piping at right angles, and thus securing it becoming thoroughly dry heated steam or hydrogen gas. This piping after being fitted and prepared for the ingress of the wet steam through a pipe at one end of the under part of the super-heater and its egress; after passing through the several pipes of the apparatus, and being thereby (as before stated) converted into red-hot steam or hydrogen gas; at the other end is then placed in a mould, say 24 in. x 10 in. x 3 in., and enclosed within a casing of cast-iron of one inch in thickness in some parts, and in other parts two inches in thickness; the casing thus formed leaves the two pipes, the one for the ingress of the wet steam, the other for its egress in its heated state, enclosed within the nozzles mentioned in the first paragraph, with the exception of a short length, say one inch, for connection, so that nothing appears or is to be seen outside the casting itself but the pipes for ingress and egress.

The wet steam from the steam-chest having been conveyed to the super-heater and forced through the various turnings of the red-hot pipes becomes red-hot steam or hydrogen gas, and is in that state ejected from the super-heater through a pipe connected to the pipe at the second nozzle, and is by this pipe conveyed beneath the fire-bars by the way of the ash-pit back again to the front of the furnace at a slight distance above the burning fuel for about a foot in length; the pipe is there terminated by a fan-tail jet, from which the red-hot steam or hydrogen gas is discharged with great force, and mingling with the carbon or smoke causes it to ignite, thus destroying it by combustion.

The force or volume of the dry steam or gas ejected is regulated by a stop-valve placed on the pipe leading from the steam-chest in a position where it can be readily reached; a second stop-valve is placed on the same pipe close to its connection with the steam-chest, to be used in case of necessity.

The dimensions of the super-heater must be regulated according to the dimensions of the furnace in which it is to be placed; the casing is rounded at each end and on the top, to prevent the flame of the furnace, by thus taking off its angles, as much as possible destroying it by combustion.

A casing for the pipes of good fire-clay, or other suitable material, may be used in the place of iron in some furnaces.

I claim to have produced by this invention a method of greatly intensifying the heat in furnaces by increasing the draught and consuming the smoke; also a great saving in the consumption of fuel, the prevention of an accumulation of soot, and the keeping of the flues and tubes clean,

GEORGE CLINCH.

July 16th, 1875.

The apparatus is now successfully at work at the "Kent" and "Castlemaine" Breweries.—
GEORGE CLINCH.

This is the specification referred to in the annexed Letters of Registration granted to George Clinch, this seventh day of August, 1875.

HERCULES ROBINSON.

REPORTS.

Sydney, 1 July, 1875.

SIR,

We do ourselves the honor to return to you the documents transmitted for our report, under your B.C. communication of the 24th ultimo, No. 75/4,358, which have reference to the application of Mr. George Clinch for an "invention for super-heating of steam, converting it into hydrogen gas, and applying it to the purpose of creating a more efficient draft in the furnace; also consuming the smoke and keeping the flues and tubes clean"; and we have to state that we are of opinion that the specification accompanying Mr. Clinch's Petition is far too indefinite, and that the claim as set forth in his Petition could not be entertained. We, therefore, do not recommend the issue of Letters of Registration asked for.

We have, &c.,

GOTHER K. MANN.
CHAS. WATT.

THE PRINCIPAL UNDER SECRETARY.

SIR,

A Steam Super-heater.

SIR,

In returning to you the documents transmitted to us under your B.C. communication of the 16th instant, No. 75/5,087, we do ourselves the honor to report that we now see no objection to issue of Letters of Registration, securing to Mr. George Clinch his invention "for the super-heating of steam and converting it into hydrogen gas for steam purposes," provided that the registration is made in accordance with Mr. Clinch's revised specification, drawing, and claim.

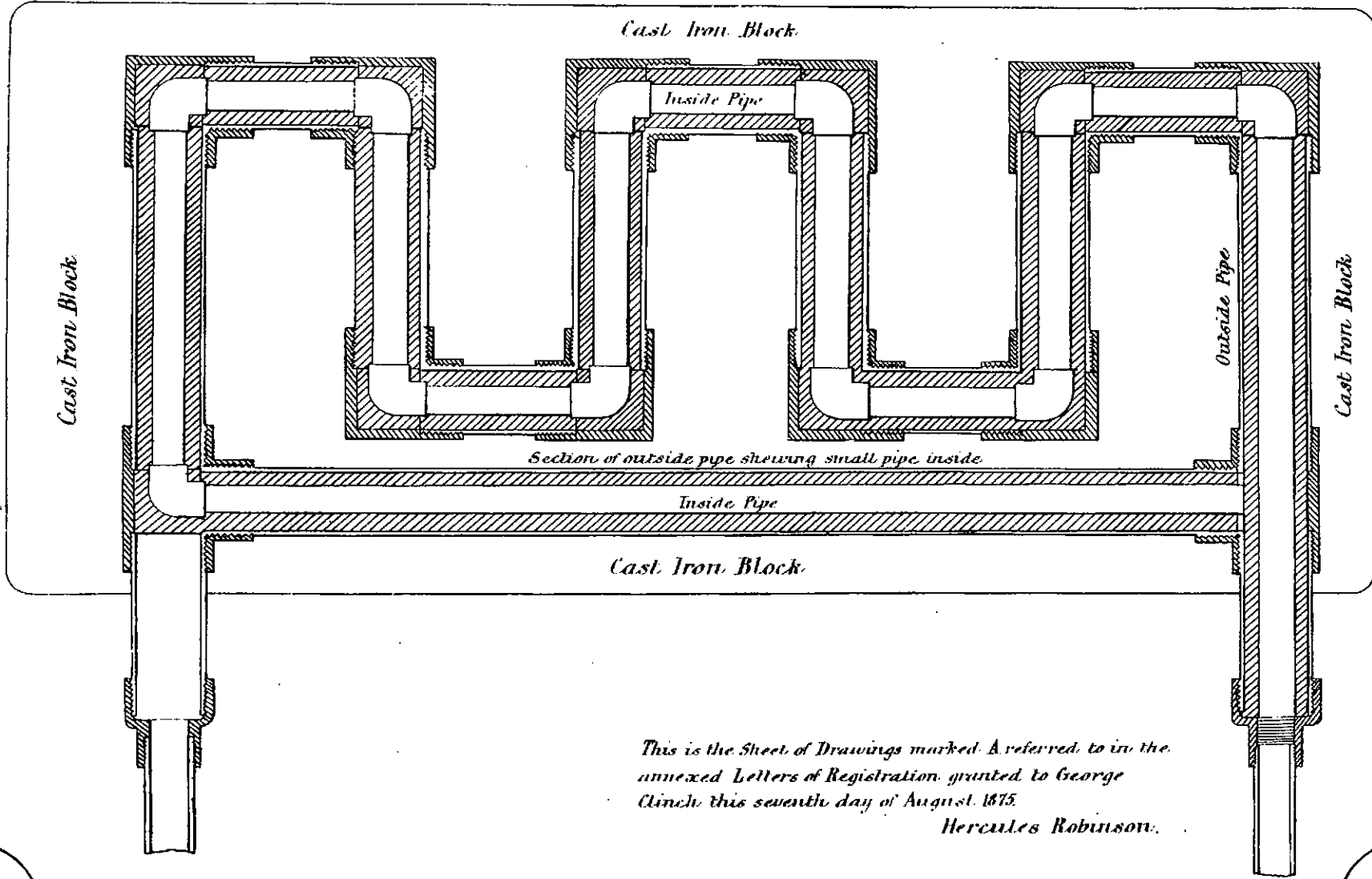
Sydney, 22 July, 1875.

We have, &c.,
GOTHER K. MANN.
CHAS. WATT.

THE PRINCIPAL UNDER SECRETARY.

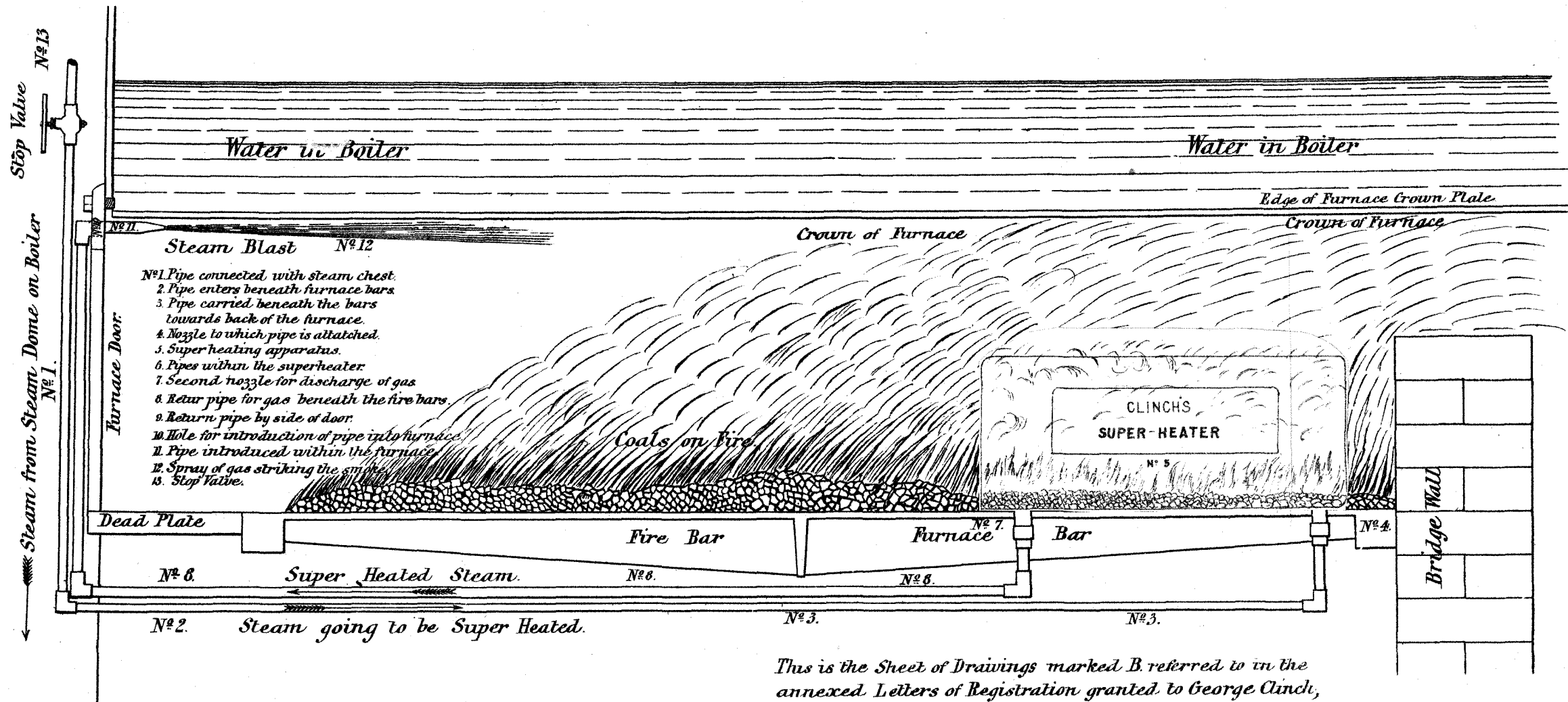
[Drawings—two sheets.]

SECTION OF SUPER HEATER SHOWING PASSAGE OF STEAM THROUGH THE PIPES



This is the Sheet of Drawings marked A referred to in the annexed Letters of Registration granted to George Clinch this seventh day of August 1875.

Hercules Robinson.



This is the Sheet of Drawings marked B referred to in the annexed Letters of Registration granted to George Clinch, this seventh day of August, 1875.

Hercules Robinson.



A.D. 1875, 9th August. No. 483.

HARRISON'S REDUCTION FURNACE.

LETTERS OF REGISTRATION to William Henry Harrison, for an Invention termed "Harrison's Reduction Furnace."

[Registered on the 11th day of August, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting :

WHEREAS WILLIAM HENRY HARRISON, of 152, Alberto-terrace, Darlinghurst Road, in the city of Sydney, in the Colony of New South Wales, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention termed "Harrison's Reduction Furnace," which is more particularly described in the specification and sheet of drawings which are hereunto annexed; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvements in the arts or manufactures might be secured to him for a period of fourteen years: And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said William Henry Harrison, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof; to have, hold, and exercise unto the said William Henry Harrison, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended: Provided always, that if the said William Henry Harrison shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court, at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this ninth day of August, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

Harrison's Reduction Furnace.

SPECIFICATION.

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, WILLIAM HENRY HARRISON, of Sydney, in the Colony of New South Wales, send greeting:

WHEREAS I am desirous of obtaining Royal Letters Patent or Letters of Registration for securing unto me Her Majesty's special license that I, my executors, administrators, and assigns, and such others as I or they should at any time agree with, and no other, should and lawfully might from time to time, and at all times during a term of fourteen years to be computed from the day on which this instrument shall be left at the office of the Colonial Secretary, make, use, exercise, and vend, within the Colony of New South Wales and its Dependencies, an invention for the reduction of ores of iron to a metallic state, known as malleable iron and steel, by a chemical and mechanical contrivance which I designate "Harrison's Reduction Process"; and in order to obtain the said Letters Patent, I must, by an instrument in writing under my hand and seal, particularly describe and ascertain the nature of the said invention, and in what manner the same is to be performed: Now know ye, that this specification is substantially the same for which Royal Letters Patent were granted to me for the Colony of Victoria, bearing date the 10th day of April, one thousand eight hundred and seventy-three, and also Letters Patent were granted me for the same in the Colony of Tasmania, and are as follow, thereby particularly describing and ascertaining the nature of the said invention and in what manner the same is to be performed, that is to say, I designate this process and contrivance "Harrison's Reduction Process," and is the application of certain chemical and mechanical arrangements by which ores of iron are to be reduced to a metallic state as iron and steel. The details of such arrangements are as follow:—I erect two kinds of furnaces for the purposes of this invention; the first is as follows, which I designate the "furnace process," in contradistinction to the second kind of furnace, which latter I designate the "retort process." In the first-named process I erect a furnace of fire-brick, which consists firstly of a fire-place as in an ordinary heating furnace, with this difference, viz., that I build across it an iron or clay retort or chamber, its shape being immaterial, I prefer it to be D-shaped or round, similar to a gas retort in shape. The said retort is provided at either end with a steam valve such as used as escape valves to ordinary steam boilers; it is placed at the highest part of the retort; the retort is also provided at its lowest part with a small steam pipe about one-fourth of an inch (more or less) in diameter, passing from a steam generator or boiler through either end of the retort and continued along the bottom of the retort; the said steam pipe is perforated with minute holes along its whole course within the retort at intervals of about six inches; its use is hereinafter described. The retort is also provided with a mouthpiece and ascension pipe as in a gas-making retort. The dimensions of the said fire-place are not absolutely defined, but I prefer for a furnace being on the hearth about 12 feet long by 5 feet wide that on the fire-bars the dimensions shall be about 6 feet by 4. For a larger furnace than named it may be needful to have more than one such retort. I may also place the retort or retorts not only in the fire-place as described, but I may fix it or them in any part of the flues hereinafter set forth. I prefer it as described, as being the most efficient place for utilising the same fire which is used for heating the ores of iron undergoing treatment. The fire from the foregoing described fire-place is conducted along a series of flues which are about 12 inches wide by the same in depth communicating from the further end from the fire-place in one take-up flue to an ordinary stack as used in puddling furnaces. The flues are divided by fire-brick walls built in parallel rows from the fire-place to the take-up flue, upon which are built fire lumps or bricks about 3 inches thick. These latter form the hearth of the furnace, which I prefer to incline slightly from the fire-place to the take-up flue. Upon the sides and ends of the hearth (which hearth I prefer to be about 12 feet long by 5 feet wide, more or less) I build a wall about 9 inches thick by the same in height. From the top of these side-walls I spring an arch, being about 18 inches high in the centre of the arch from the hearth. In the sides of the furnace walls last-named I provide an ordinary working door and rabble holes about 2 feet apart. The end walls are continued up to the arch, thus forming a closed chamber; at the lower end of such closed chamber I provide a slag channel which is situated at either side of the furnace. I term the chamber described the "body of the furnace." Through the arch, at any part of it, I fix a pipe about $1\frac{1}{2}$ inch in diameter, provided at the top with an escape valve. From the ascension pipe of the retort or retorts above mentioned I continue a pipe which is inserted through one of the walls or through the arch of the body, or it may have branches inserted in more than one part of the walls, such pipe being about $1\frac{1}{2}$ inch bore. For a furnace the size mentioned one such pipe is sufficient; this pipe I designate the "induction pipe"; either wall or any part of such walls may be pierced to receive such pipe or its branches, the uses of which are hereinafter described. In the retort process above mentioned I erect a series of retorts or brick chambers, but, by preference, retorts being in two rows, one row over the other; they are built as in a bench of retorts such as used for the manufacture of illuminating gas; the lower series of retorts are provided each retort with a steam pipe as formerly described herein; an ascension pipe from its mouthpiece conducted thence to the lower part of the mouthpiece of the retort above it; each upper retort at its end opposite the mouthpiece is provided at the highest part with an escape valve as in a steam boiler. The manner of the action of the said two kinds of furnaces are similar so far as the reduction of the ores of iron are concerned, and is as follows:—The ore to be reduced is best broken into small pieces not larger than road-metal, and charged into the body of the furnace (in the furnace process) and into the upper series of retorts (in the retort process); the fires are urged until the ores are of a bright red heat throughout, when hydrogen gas or carburetted hydrogen gas which is generated in the retort or retorts (in the furnace process), and the lower series of retorts (in the retort process), is conveyed amongst the ore, where the oxygen of the ores of iron combines with the said hydrogen to form steam, which is ejected by the escape valves. When the reduction is effected a residuum remains in the body and upper series of retorts consisting of malleable iron, which I seek to convert into steel by the said iron absorbing the carbon set free from the carburetted hydrogen. The generation of the carburetted hydrogen is effected by the destructive distillation of coal or hydro-carbons, and except for the immediate application to this invention forms no part of this my claim. Upon the distillation of the coal or hydro-carbons being completed, coke or charcoal remains; and with a view to making a further supply of hydrogen gas, I transmit by the steam pipe above mentioned a fine stream of steam (more effectual if superheated)

Harrison's Reduction Furnace.

superheated) through the said coke or charcoal whilst incandescent; the steam is thereby decomposed, the hydrogen passes over to and is inducted as above described to the ore, where the hydrogen again combines with the oxygen of the ore, forming steam, leaving malleable iron. I do not confine myself to the said gas being taken directly from the gas retorts to the furnace; but it may be stored in a gas-holder previous to its being utilized as already described, for convenience and to have more complete control over the process; I also use the furnace described as a gas generator, providing in such case with an ascension pipe in any part of the crown or arch. The application of a retort or retorts I also apply to an ordinary heating furnace first got up to a white heat, closing all the apertures to the hearth and inducting the gas as described; the said heating furnace of itself forming no part of this Patent or Letters of Registration. The principle upon which this application for Letters Patent or Letters of Registration claimed by me chiefly consists in the *direct application* of hydrogen and carburetted hydrogen gas to ores of iron brought to a red heat; the said ores of iron being confined in the chamber of a suitable furnace, and sealed from the air during the reduction, such gas being especially manufactured for the reduction to a metallic state of ores of iron. I therefore claim the application of hydrogen and carburetted hydrogen gas, as an improved and new invention for the manufacture of iron and steel from ores of iron, by its direct application as described. It is well known that in smelting ores of iron in the blast furnace, that hydrogen gas is generated from the coal used as fuel in that method, and may in a very slight degree act as a reducing agent. I wish it clearly ascertained that in such blast furnaces I do not claim the use of such gas as last described. The reduction of such ores of iron in such blast furnaces into cast or crystalline iron is chiefly effected by carbonic oxide. The hydrogen from the coal in blast furnaces is almost entirely taken up by the oxygen of the air blown into the furnace to provide the necessary heat; consequently very little if any hydrogen acts as a primary reducing agent in the ordinary methods of smelting ores of iron. I claim to show by the latter statement that the absolute and sole use of hydrogen and carburetted hydrogen gas as the reducing agent of the ores of iron into malleable iron and steel is a new and improved method for the reduction of such ores aforesaid; I do not confine myself to the precise number, size, or shape of the within described reduction process, but I claim them as set forth, and as being the most efficient and simple contrivances by which the reduction of ores by this process is to be effected. I claim the furnace first described in so far that I provide a fire-place provided with a gas retort or retorts and their application for the purposes of this invention to any other kind of furnace, which latter may form in itself no part of this patent. I claim the construction and use of the "furnace process" in so far that the fire passes under the hearth by the flues as described. I claim the construction and use of the last-named furnace as an invention for the manufacture of gas. I claim the process of generating hydrogen gas by means of passing steam over incandescent carbon for the purpose of applying the same to manufacture by this process. I claim the use of the "retort process" as described, only so far as the reduction of ores is concerned. I claim the application and use of the steam pipe as described within a retort for the decomposition of steam. I claim the application and use of an escape or safety valve in any part of the arch of such furnace, for the purpose of allowing the steam (formed by the union of the hydrogen injected and the oxygen of the ore) to escape. I claim the application and use of the injection pipe through the walls of the furnace, for the purpose of conveying hydrogen or carburetted hydrogen to the body of the furnace. I claim in the "retort process" before-mentioned the union of the upper and lower retorts by the ascension pipes, for the conveyance of gas from the latter to the ore contained in the upper retorts, as described. I claim the manufacture of steel by directing the carbon from the carburetted hydrogen gas directly among the metallic iron on its immediate reduction; as I lay the greatest importance on the fact that, in the condition described, the iron is in the most favourable state possible for its absorption of the carbon as stated, and further, in no other process of making steel from iron does this state obtain, viz., its absolute purity and its finely divided state. I therefore distinctly and emphatically lay claim to the treatment of ores of iron, as stated by means hereinbefore contained, for the manufacture of steel direct from the ores of iron, being a perfectly new invention for the manufacture of such iron and steel as to the public use and benefit thereof. I claim the right to make gas for the purposes of this invention by the means before-mentioned. And I do hereby, for myself, my heirs, administrators, executors, and assigns, covenant with Her Majesty, Her Heirs and Successors, that I believe the said invention to be a new invention as to the public use and exercise thereof; and that I do not believe that any other person than myself is the first and true inventor of the said invention, and that I will not leave these presents, at the office of the Colonial Secretary with any such belief as last aforesaid.

In witness whereof, I have hereunto set my hand and seal, this twenty-first day of July, one thousand eight hundred and seventy-five.

WILLIAM HENRY HARRISON.

DESCRIPTIVE sheet of drawings accompanying the amended specification designated "Harrison's Reduction Process," with references thereto, as follow:—

Figure 1, sectional elevation:—A, body of furnace; B, hearth; C, flue (take-up); D, fire-place; E, retort; F, ascension and induction pipe; G, working door; I, steam pipe; W, bridge; X, flues; S, end walls; VU, escape valve and pipe; J, dead plate; Y, tapping hole.

Figure 2, plan of flues, hearth, and retort:—J, dead plates; D, fire-bars; E, retort; I, steam pipe; W, bridge; B, flues—dotted lines across showing hearth of fire lumps; X, flue walls; S, end walls; C, take-up flue; G, working door; Y, tapping hole.

Figure 3, plan of arch:—J, dead plates; F, induction pipes and branches through arch; U, escape valve.

Figure 4, cross section showing retort, M; steam pipe, I; the body, A; induction pipe, F; N, a regulating stop-cock; D, ash-pit.

Figure 5, cross section showing body, A; hearth, B; flue walls, X; flues, C; ash-pit, D; rabble holes, R.

Figure 6 shows a cross section of take-up flues, marked C.

Figure 7

Harrison's Reduction Furnace.

Figure 7 shows arrangements of retort process; G shows the lower series of retorts in which the gas is generated; the upper series marked I show the ascension pipes, marked F; escape valves, E. This diagram is one-half less scale than the preceding diagram.

Figure 8 shows longitudinal section showing top and bottom retorts, marked I and G; ascension pipe, marked F; steam pipe, marked S; and the escape valve, E. Same scale as last.

W. H. HARRISON.

This is the specification referred to in the annexed Letters of Registration granted to William Henry Harrison, this ninth day of August, 1875.

HERCULES ROBINSON.

REPORTS.

SIR,

We do ourselves the honor to return to you the documents transmitted for our report under your B.C. communication of the 29th ultimo, No. 75/4,524, and we beg to state that we consider it necessary to hear Mr. William Henry Harrison's explanation of his drawing, specification, and claims; and that we consider them too wide and indefinite to justify us recommending their registration in their present form.

THE PRINCIPAL UNDER SECRETARY.

Sydney, 15 July, 1875.

We have, &c.,
GOTHER K. MANN.
CHAS. WATT.

SIR,

In returning to you the documents transmitted for our report, under your B.C. communication of the 22nd instant, No. 75/5,161, and which have reference to William Henry Harrison's revised specification and claim for his invention termed "Harrison's Reduction Furnace," we do ourselves the honor to report that, although some of Mr. Harrison's claims as set forth in his revised specification appear to us still questionable, we are of opinion that, taking them as a whole, in connection with his plans, Letters of Registration may be granted to him.

THE PRINCIPAL UNDER SECRETARY.

Sydney, 26 July, 1875.

We have, &c.,
GOTHER K. MANN.
CHAS. WATT.

[Drawings—one sheet.]

No. 484.

[Assignment of No. 467. See page 35 of this Return.]

HARRISON'S REDUCTION FURNACE

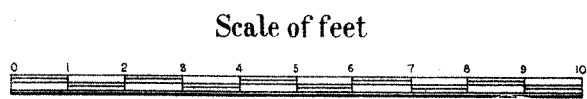
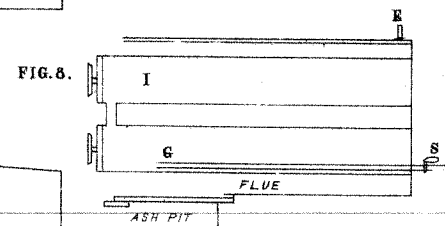
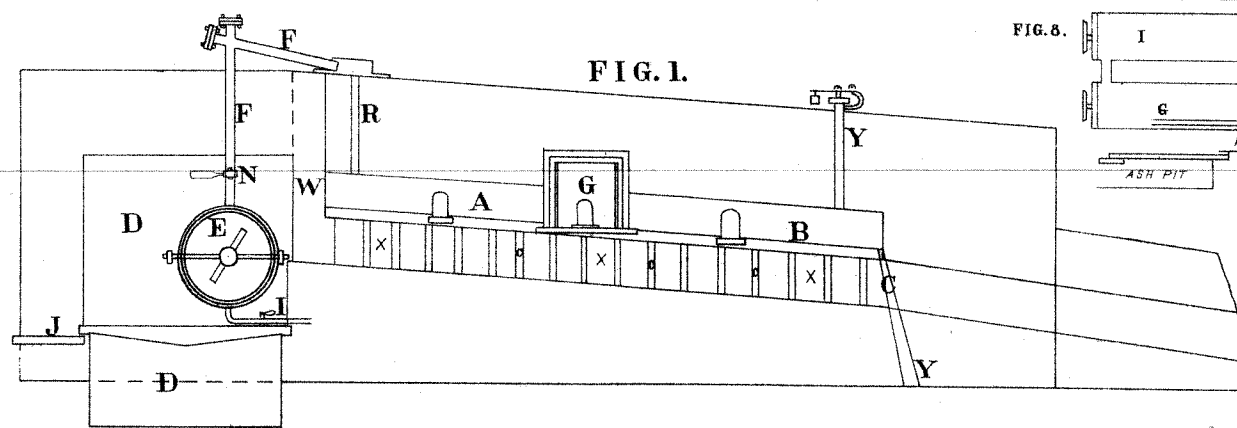
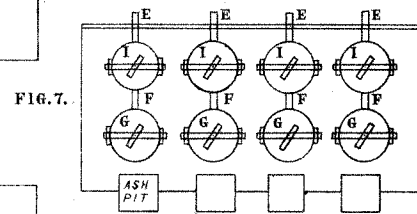
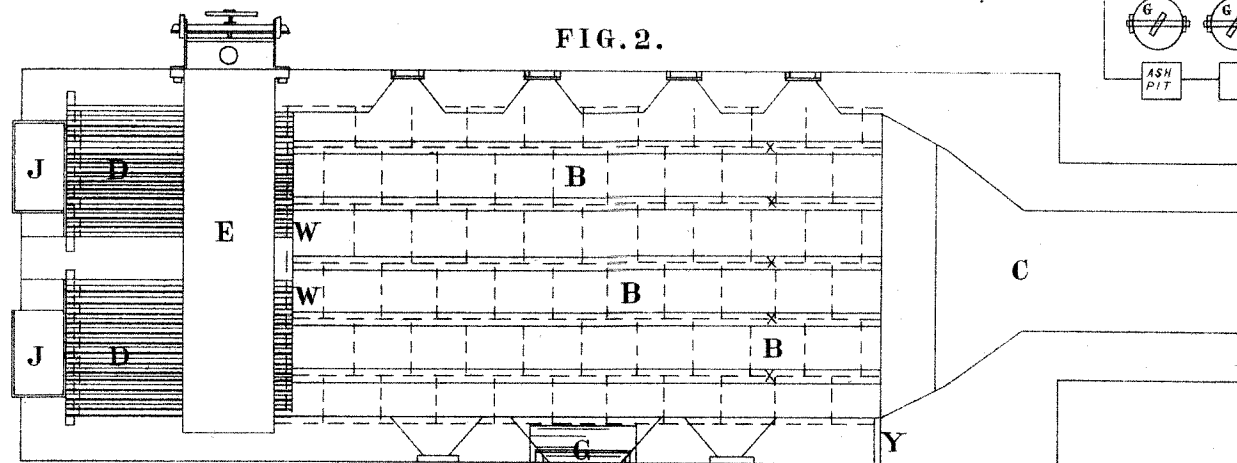
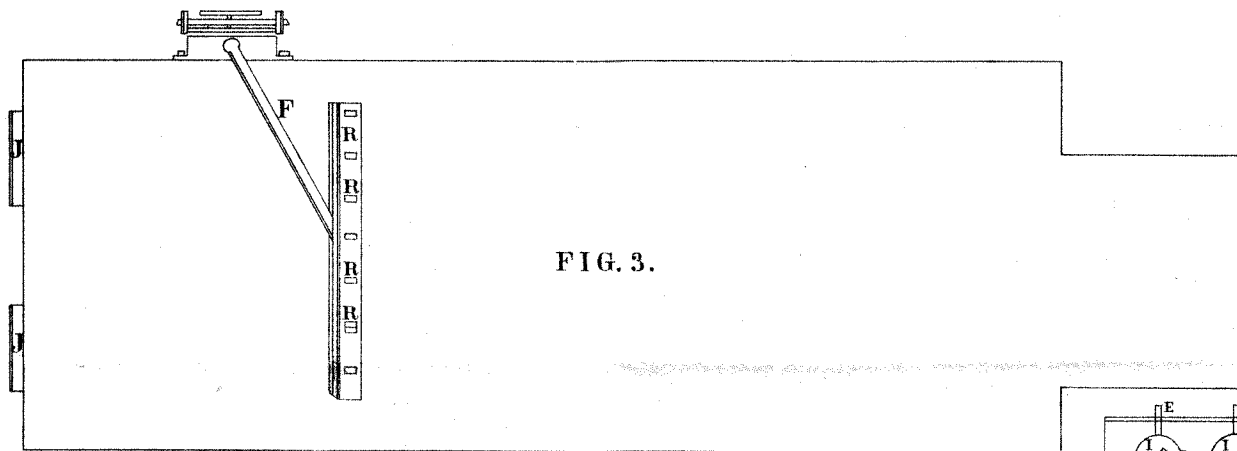
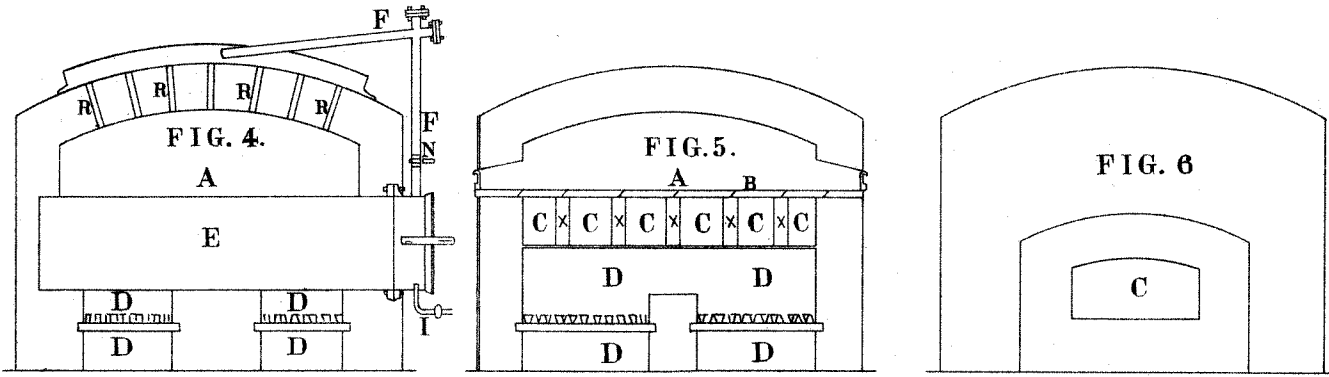


PHOTO-LITHOGRAPHED AT THE GOVT. PRINTING OFFICE, SYDNEY, NEW SOUTH WALES.

This is the Sheet of Drawings referred to in the annexed Letters of Registration granted to William Henry Harrison this ninth day of August 1875

Hercules Robinson



A.D. 1875, 26th August. No. 485.

IMPROVEMENTS IN WOOD PAVEMENTS, &c.

LETTERS OF REGISTRATION to Samuel Norris, for Improvements in Wood Pavements for streets and other ways and for similar purposes, and in Apparatus to be used in laying the same.

[Registered on the 27th day August, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting:

WHEREAS SAMUEL NORRIS, of London, England, gentleman, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention for "Improvements in Wood Pavements for streets and other ways and for similar purposes, and in Apparatus to be used in laying the same," which is more particularly described in the specification and two sheets of drawings, marked A and B respectively, which are hereto annexed; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years: And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said Samuel Norris, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof; to have, hold, and exercise unto the said Samuel Norris, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended: Provided always, that if the said Samuel Norris shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this twenty-sixth day of August, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

Improvements in Wood Pavements, &c.

SPECIFICATION of SAMUEL NORRIS, of London, England, gentleman, for an invention entitled "Improvements in Wood Pavements for streets and other ways and for similar purposes, and in Apparatus to be used in laying the same."

My said invention relates first to a wood pavement, which has a plank or board foundation whereon the wood blocks are placed, with spaces or intervals between them. At the bottom of these spaces wood strips are placed, and the space above the said strips is filled with gravel or other material rammed or packed tight with asphalt, tar, or other similar substance.

The said invention also relates to a modification in the construction of this pavement as hereinafter described; also to a machine for tightly driving and packing cement, gravel, stones and other substances between the blocks of a pavement, or of foundations for buildings and other similar constructions.

DESCRIPTION OF THE DRAWING.

Figure 1 is a transverse section of a portion of my improved pavement, showing the aforesaid machine as employed in packing the same.

Figure 2 is a longitudinal section of a portion of the said pavement.

Figures 1*a* and 2*a* illustrate a modification of this part of my invention.

Figure 3 is a plan or top view of the said machine.

Figures 4 and 5 illustrate a modification of the said machine.

According to the first part of my invention, after first properly levelling and preparing the ground, I lay thereon a plank or board foundation consisting of two layers (*a, b*) of planks or boards so placed one upon the other that those of one layer break joint with those of the other layer. Then, upon this flooring, *a, b*, I place the wood blocks *c* in rows or lines, with the required spaces or intervals between the rows. In each of these spaces I lay a rod or strip, *d*, of wood, square or nearly so in transverse section, which when placed at the bottom of the space between the blocks *c* will readily take without any resistance the configuration of the road, whether the same is flat or curved, and will therefore lie upon the flooring without any tendency to rise out of its place at either end. I can therefore use a strip or rod extending entirely across the road or the rows of blocks, and so effect a saving of time and also obtain a better result. I may use one, two, or more of these flexible wood strips or rods *d*, one above the other in each space, and they may be of any required thickness. Above these strips *d* the spaces are filled with gravel, small stones, or other like substances, as shown at *e*, which are rammed or packed tightly by means of the machine hereinafter described, or by any other implement whereby sufficient force may be exerted to wedge the stones or other substances into the wood blocks. By this tight packing I bind the entire pavement in one solid mass, and it will therefore be practically impossible for any of the blocks to work loose or be displaced, as is frequently the case with wood pavement where the spaces between the blocks are simply filled with cement or other like substance poured in or packed loosely in such a manner that the stones or other substances are not fixed or wedged into the sides of the blocks.

The entire pavement is covered with asphalt, tar, or other similar substance, or with any suitable preserving cement, a portion of which may be mixed with the stone or other packing before the same is rammed or driven down into the spaces. I sometimes secure the aforesaid flexible rods or strips by means of shouldered blocks, *f*, placed at intervals between the other blocks, *c*, the said shouldered blocks being so formed that when they are placed upon the flooring the shoulder *f*¹ is just high enough to project over and hold the flexible strip or rod *d*. The upper part of these shouldered blocks is made of such a depth that the whole block when put in place corresponds in depth with the other blocks, and therefore these shouldered blocks do not impair the uniformity of the paved surface.

I modify this invention, as shown in figures 1*a*, 2*a*, by using blocks cut to one uniform length, but otherwise left in their natural condition; that is to say, I take the trunks and branches of trees and saw them into blocks or pieces of the required length, but do not cut the blocks or trim the sides of the said blocks to reduce them to a uniform size or shape, or prepare them in any other manner for use. It will be obvious that this pavement differs essentially from other wood pavements heretofore constructed, in which it is an important feature that all the wood blocks should be worked on all their sides or faces and cut to uniform dimensions. And by my invention I greatly diminish the cost of wood pavements, as I economize both in material and in labour. I may use trunks or branches of trees of any diameter, but I prefer that they should not exceed 12 inches, the same being simply cross-cut and then immediately shipped to the place where they are to be used.

In laying down my improved pavement I first level and compress the soil to form a suitable bed, then I place upon this bed a single or double layer of planks or boards. If the latter, I place the first layer of boards, *a*, transversely, and the second or upper layer, *b*, longitudinally to the road. Or instead of having a foundation of planks or boards I may use concrete, *b**. Over this foundation of wood or concrete I spread a layer of bitumen, asphalt, prepared tar, cement, or other similar binding material, having mixed with it fine gravel or broken stone. Upon this bituminous or other binding substance I place the aforesaid wood blocks *c** perpendicularly, and in close proximity to each other; and I fill the spaces between the said blocks with the same binding substance to the level of the road; then over the whole I spread a layer of the same substance. Or, I first place the said blocks in the proper position upon the wood or concrete foundation; and then by pouring or otherwise I fill the spaces between them with the binding substance consisting of the bitumen or other like material mixed with gravel or stone, as above described; then I cover the whole with sand.

The aforesaid blocks *c**, being cut to one uniform length, and being placed upon an even and durable foundation, it is obvious that the upper surface of the road thus formed will be uniform or even, and as the blocks cannot be displaced either by forcing them down into the foundation, or by twisting or pushing them to one side of the road, will be very durable and will wear evenly in all parts.

The chief object of the second part of my invention is the more secure fixing and binding together of the blocks of the said pavement upon their foundation, so that they shall form one solid and homogeneous mass. Hitherto in the construction of wood pavements, where a packing of cement or the like has been used between the blocks, it has been customary to simply fill in the spaces with the said cement or other substance; consequently the blocks are liable to become loose and be displaced, and the solidity and uniformity

Improvements in Wood Pavements, &c.

uniformity of the pavement is thereby quickly destroyed. When stone, gravel, or other like substances are used as packing, it is difficult to pack or drive the same by the means ordinarily used with the required tightness and uniformity to produce the permanent binding of the blocks together throughout the surface of the pavement; I have therefore devised for this and similar purposes a machine constructed as follows:—A frame, *g*, of metal or other suitable material, is mounted on wheels, *h*, of convenient size to move easily upon the surface of the pavement. The frame carries a hammer or weight, *i*; in combination with the said hammer or weight I arrange a lever, *j*, for raising the same. This lever has a cam, *j'*, which is arranged to take under the catch *k* on the frame. By depressing this lever the hammer will be raised to the position shown in dotted lines, figure 1, when the cam *j'* is drawn from under the catch *k*, and the hammer drops. The curved bar *k'* of the catch may be pivoted in different positions in the frame, to vary the stroke of the hammer; *i'* is an additional weight, by using or removing which the effect of the hammer is increased or diminished. I prefer that the hammer or weight *i* should be placed between the wheels *h*, and should project beyond them at the front of the machine, while the handle or lever whereby the machine is moved and the hammer controlled is at the rear. The wheels *h* must be broad enough to run upon the surface of the pavement without being caught in the spaces between the blocks *c*. A bar or plate, *l*, either connected to the frame *g* or detached therefrom, and of the proper thickness to enter and fit the spaces to be packed, is placed under the hammer *i*, in such a position that the said hammer when dropped or tripped will strike the upper edge of the said plate.

In using my improved machine, the space between the blocks *b* is filled or partially filled with the stone, gravel, or other packing, then the aforesaid bar or plate *l* is placed upon the packing, and the hammer *i* is put in operation. As the packing is driven down in the said space the machine is moved forward over it, the hammer *i* striking the plate *l*, which is moved along in the space till the stone, gravel, or other substance is evenly packed or driven down from end to end of the said space; then the plate or bar *l* is raised and inserted in a fresh space, or used upon a further quantity of the packing in the same space, and so on till the packing of the entire pavement is accomplished. In figures 4 and 5 the machine is shown without the curved bar and catch, and the hammer is made fast to the lever.

By this means it will be obvious that the stone, gravel, or other substance can be driven and wedged between and into the wood blocks *b* with such regularity that the structure of the pavement will be uniformly solid throughout its entire area; and moreover, the operation of packing will be much more expeditiously and economically performed than has heretofore been practicable. This machine will not be required in laying the pavement shown in figures 1*a* and 2*a*.

Having thus fully described my said invention and the manner of performing the same, I wish it understood that I claim,—

First.—A pavement constructed with a plank or board foundation whereon are placed wooden blocks in rows separated by flexible or other wooden strips, which are packed with cement, gravel, stones, or other suitable material, as herein set forth, and as illustrated in figures 1 and 2 of the drawings.

Second.—The combination with the other parts of the said pavement of the shouldered blocks in the manner and for the purpose set forth.

Third.—The modification of my improved pavement as herein described, and as illustrated in figures 1*a* 2*a* of the drawing.

Fourth.—A hammer or weight mounted on wheels arranged and operating in combination with a lever, and a bar or plate placed below the said hammer, as herein set forth, for the purpose specified.

Fifth.—The combination with the said hammer and lever of the contrivances whereby the said hammer when raised to the proper height will be automatically released and dropped, as herein set forth for the purpose specified.

In witness whereof, I, the said Samuel Norris, have hereunto set my hand and seal, this thirteenth day of January, in the year of our Lord one thousand eight hundred and seventy-four.

SAMUEL NORRIS.

Witness—GEORGE HASELTINE.

This is the specification referred to in the annexed Letters of Registration granted to Samuel Norris, this twenty-sixth day of August, 1875.

HERCULES ROBINSON.

REPORT.

Colonial Architect's Office,
Sydney, 30 July, 1875.

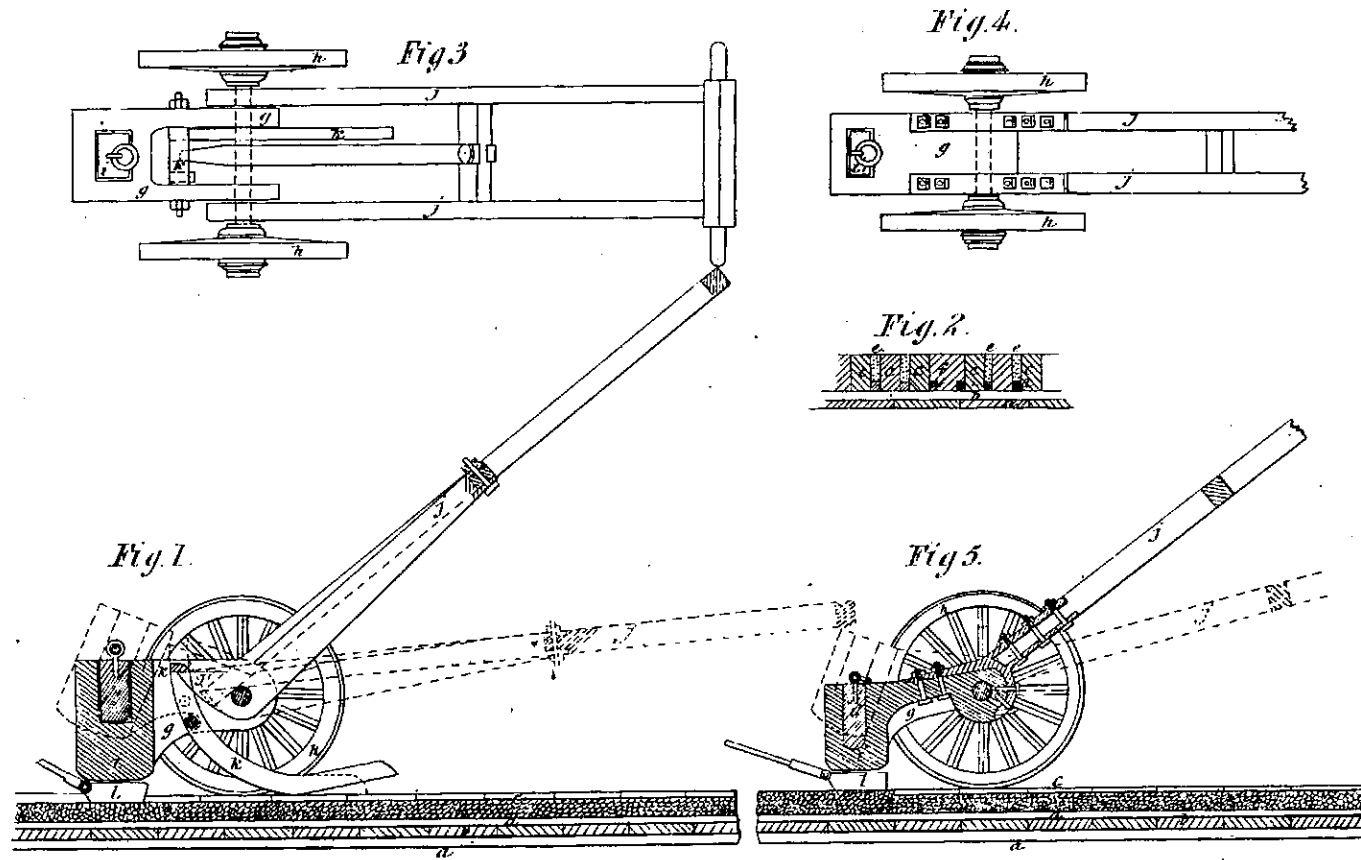
SIR,

In attention to your B.C. communication of the 19th instant, enclosing a Petition from Mr. Samuel Norris, praying for Letters of Registration for his Invention for "Improvements in Wood Pavements for streets and other ways and for similar purposes, and in Apparatus to be used in laying the same," having examined the specification and plans, we do ourselves the honor to report that we see no objection to Letters of Registration being granted as desired.

We have, &c.,
JAMES BARNET.
FRANCIS BELL, C.E.

THE PRINCIPAL UNDER SECRETARY.

[Drawings—two sheets.]



This is the Sheet of Drawings marked A referred to in the annexed Letters of Registration granted to Samuel Norris this twenty sixth day of August 1873.

Hercules Robinson.

Fig. 1^a

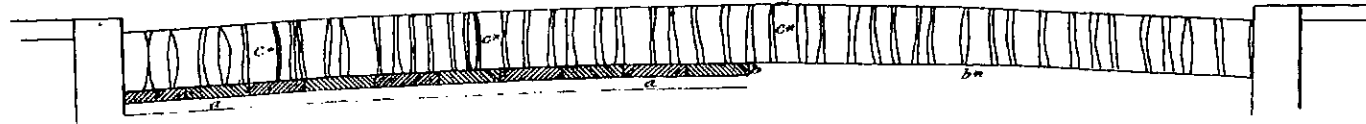
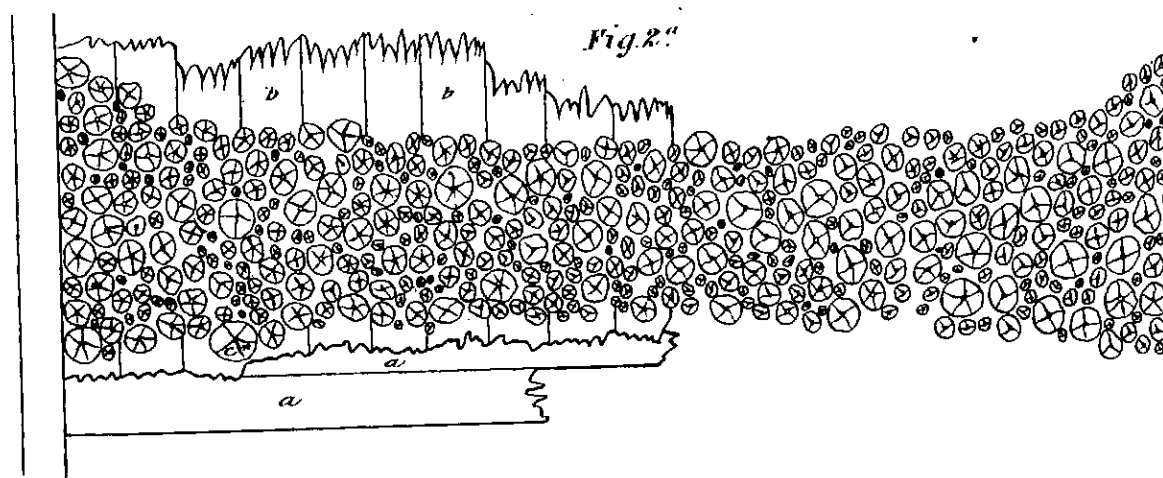


Fig. 2^a



*This is the Sheet of Drawings marked B. referred to in
the annexed Letters of Registration granted to Samuel
Norris this twenty sixth day of August 1875.*

Hercules Robinson.

*E. B.
(Sig. 3.)*



A.D. 1875, 3rd September. No. 486.

A WATER-TANK EXCAVATOR.

LETTERS OF REGISTRATION to William Lockhart Morton, for a Water-tank Excavator.

[Registered on the 3rd day of September, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Grand Cross of the Most Distinguished Order of St. Michael and St. George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting :

WHEREAS WILLIAM LOCKHART MORTON, of the city of Melbourne, in the Colony of Victoria, gentleman, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention for a "Water-tank Excavator," which is more particularly described in the specification and sheet of drawings which are hereunto annexed ; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four ; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years : And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said William Lockhart Morton, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof ; to have, hold, and exercise unto the said William Lockhart Morton, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended : Provided always, that if the said William Lockhart Morton shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this third day of September, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

A Water-tank Excavator.

SPECIFICATION of WILLIAM LOCKHART MORTON, of South Yarra, Melbourne, in the Colony of Victoria, gentleman, for an invention for a Water-tank Excavator.

THIS Water-tank Excavator consists of three parts, namely,—a central excavator, A, with a scoop, B and B, at a greater or less distance from each end of the excavator,—the distance to be regulated according to the intended size of the water-tank to be excavated. The excavator consists of a frame of wood or iron, *aaa*, with two wheels, *bb*, on an axle at each end, mortised into the frame or otherwise securely fastened; perpendicular to it, on the under side, are two strong iron bars, *cc*, one on each side; at the lower end of each of these bars a hole is drilled of sufficient size to allow an axle-arm to pass freely through it; between these two bars is an axle with a downward crank at each end, the arms of the axle passing through the perpendicular bars, and then each through its respective low wheel *d*, one on each side of the excavator. The axle from crank to crank is flattened, and by means of the cranks is brought close to the surface of the ground. On the flat axle concave or flat sharp-pointed strong steel plates, *eee*, are bolted; but when the ground is unusually hard, instead of the steel plates, diamond-pointed steel chisels, placed further apart on the axle, are used. From the lower angle of the crank, at each end of the axle, and on both sides of it, a chain, *fff*, extends to the corresponding angle of the frame; each of these chains is provided with a connecting bolt, *ggg*, having a right and left hand screw, or a single screw at the angle of the frame, so that each chain can be lengthened or shortened at pleasure, in order to allow the points of the steel plates or chisels to penetrate the surface of the ground to a greater or less depth. At each end of the frame are two strong iron hooks, *hhh*, or iron standards, rising above the frame, to each of which a chain or rope is attached, but at the distance of a few feet from the excavator at both ends these chains converge, and are attached to a main chain. The excavator is double-acting, and capable of being drawn in either direction with equal effect. When moving in either direction the whole weight of the excavator is borne by the two front wheels and the wheels on the crank axle, whilst the rear end of the frame is tilted up from the surface of the ground; when the ground however is hard, the central wheels are taken off, and then the whole weight of the excavator rests upon the two front wheels and the points of the steel plates or chisels on the crank axle; an additional weight may also be applied, when necessary, by loading the frame. The scoops are alike. In the accompanying drawing both scoops are represented as in the position of travelling backwards, empty. Each scoop consists of a body or box, *aaa*, made of boiler-plate. The front edges of the sides slope backwards, and are perforated with holes, *bb*, in order that the line of draught may be shifted as may be necessary, or as the depth of the excavation increases. At the upper edge of the side of the scoop there is an axle or gudgeon, *c*, fixed to the scoop, and from the arm of this axle or gudgeon, on each side, an iron bar, *d*, descends to another axle, *e*, on which is a wheel, *f*, supporting the back part of the scoop. On each side of the scoop a flat iron bar, *g*, extends from the supporting iron bar, *d*, to the front edge of the side of the scoop. The front end of this flat iron bar is perforated with holes, *hh*, corresponding in size with the holes in the front edge of scoop. The iron bar *d*, the flat bar *g*, their connecting bolt *i*, and both axles, *c* and *e*, possess a free motion, and thus the supporting wheels can be thrust further back from the scoop, or brought nearer to it, and thus by raising or lowering the draught chain *j*, with its bolt *k* passing through the flat iron bar *g* and the front edge of the side of the scoop, the front horizontal cutting edge of the scoop can be made to press against the surface of the ground with more or less force. Two chains attached to the front of each scoop, and two attached to the bottom of each, converge respectively, and are attached before and behind to the main working chain, which extends and is suspended over the excavator and scoops. Whilst the excavator and scoops thus move together, each is independent in its action below the line of draught. By fixing the two supporting wheels to the rear of each scoop, the adjusting arrangement above referred to is dispensed with. The axle or gudgeon *c* acts also as the axle of a tilting frame, *ll*, which is provided with two double claws, *mm*. These claws, whenever the motion of the scoop is reversed, catch against the surface of the ground, and thus, by the tilting frame passing under the scoop, it is raised above the surface in a horizontal position when tilted forward to be filled, but in a vertical position when tilted backwards to be emptied. An iron rod, *n*, connects the two lower extremities of the tilting frame. The mode of working this machine by steam power is as follows:—On each of the two sides of the excavation to which the excavated material is to be drawn there is a steam-engine, with a winding drum. Each engine is supported by four wheels, and travels forwards and backwards during the process of excavation. Attached to the engine carriage is a vertical post, of any convenient height, with a pulley at its upper end. The rope or chain from the winding-drum of each engine passes over the pulley on each of the two posts, and is suspended over the excavator and scoops, which are attached to it in the manner already described. The engines act alternately. Whilst one engine is acting, the drum of the other is running loose, regulated by a break. If an embankment is required on all the four sides of the tank, the engines are shifted from the first two sides to the other two, when the tank is half finished. The material may be all removed to one side to form an embankment by placing the remote scoop with its front towards the excavator, and near to it.

I specially claim as new the flat double-crank axle, with its concave or flat sharp double-pointed steel plates or other cutting tools attached to it, the whole being at an angle so nearly coincident with the plane of the surface of the ground that the soil pared off the surface will pass over the steel plates and drop behind, whilst the angle of the plates can be so adjusted as to pare off only so much soil as the scoops can carry away. I claim also as new the mode of tilting the scoops, by means of tilting frames provided with double claws or without them. I claim the arrangement of the parts for supporting the rear of the scoops, either on wheels which are capable of being brought so far forward under the scoops as to support nearly the whole weight of the scoops and their contents, and thus prevent loss of power by friction, or on wheels fixed to the rear of the scoops, to support the front of each scoop, and prevent the friction of the tilting claws against the ground in travelling backwards. I claim a right to apply a wheel to the under side of each claw, each wheel so arranged to move along a slot, or otherwise, that it shall act when the scoop is travelling backwards only, and cease to act when the motion is reversed. I claim also the combination of a cutting or excavating machine, which is double-acting, and which moves backwards and forwards alternately, and within the area of the excavation only, with two scoops moving only from near
the

A Water-tank Excavator.

the centre of the excavation to where the material is to be deposited,—the one scoop running back empty whilst the other is filling. The whole forms one double-acting machine, to be worked by steam power. I claim, also, the right to apply the cutting steel plates or chisels to the front edge of each scoop, and to dispense with the central excavator. I claim also the right to combine the principles of the excavator and scoops in one machine, which shall both excavate and act as a scoop, to be worked by horses or bullocks; but in that case, instead of the scoop tilting with a backward motion, as the two scoops do when driven by steam power, it shall tilt forwards, and revolve a gudgeon on each side gliding up a vertical slot on each side, the whole being entirely supported by a frame resting on three or more wheels, whilst the hold of the steel cutters or chisels upon the ground is regulated and adjusted by raising or lowering the front wheel or wheels, or by screws, under the supports of the front of the scoop. The front of the scoop, with its cutting plates or chisels, is lowered by means of a lever or levers, or by a windlass, till they take a sufficient hold of the ground. When the scoop is full the front is raised out of the ground, and to empty it the front is raised higher till it escapes past its supports, when the steel points catch the ground, causing the scoop to revolve, and empty its contents, and then return to its former position.

W. LOCKHART MORTON.

Witness—CHAS. CHICHESTER BENCRAFT,
Solicitor, &c., Melbourne.

This is the specification referred to in the annexed Letters of Registration granted to William Lockhart Morton, this third day of September, 1875.

HERCULES ROBINSON.

REPORT.

Sydney, 7 August, 1875.

SIR,

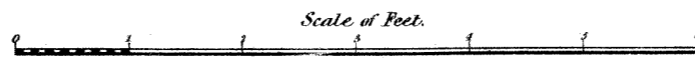
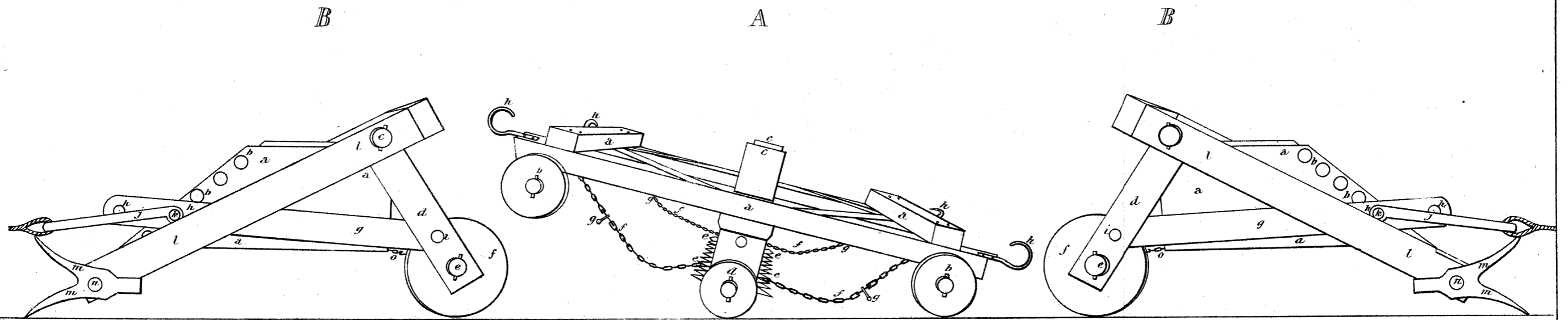
The application of Mr. William Lockhart Morton for Letters of Registration for a "Water-tank Excavator," having been referred to us, we have examined the drawing and specification accompanying the same, and have now the honor to report that we see no objection to the issue of Letters of Registration as prayed for.

We have, &c.,

JOHN WHITTON.
JAMES BARNET.

THE PRINCIPAL UNDER SECRETARY.

[Drawings—one sheet.]



W. Lockhart Morton

*This is the Sheet of Drawings referred to in the annexed
Letters of Registration granted to William Lockhart Morton
this third day of September 1875*

Hercules Robinson



A.D. 1875, 3rd September. No. 487.

A REVOLVING DOUBLE-ACTION FREEZING MACHINE.

LETTERS OF REGISTRATION to Charles Arthur Goby and Leon Jaubert, for
a Revolving double-action Freezing Machine.

[Registered on the 4th day of September, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Grand Cross of the Most Distinguished Order of St. Michael and St. George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting:

WHEREAS CHARLES ARTHUR GOBY, of Lonsdale-street, Melbourne, in the Colony of Victoria, and LEON JAUBERT, of Melbourne aforesaid, have by their Petition humbly represented to me that they are the authors or designers of a certain invention or improvement in manufactures, that is to say, of an invention of a "Revolving Double-action Freezing Machine," which is more particularly described in the specification which is hereunto annexed; and that they, the said Petitioners, have deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four; and have humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to them for a period of fourteen years: And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said Charles Arthur Goby and Leon Jaubert, their executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof; to have, hold, and exercise unto the said Charles Arthur Goby and Leon Jaubert, their executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended: Provided always, that if the said Charles Arthur Goby and Leon Jaubert shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court, at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this third day of September, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

A Revolving double-action Freezing Machine.

SPECIFICATION.

TO ALL TO WHOM THESE PRESENTS SHALL COME, we, CHARLES ARTHUR GOBY, of the city of Melbourne, in the Colony of Victoria, coppersmith, and LEON JAUBERT, die-sinker, of the city of Melbourne, in the Colony of Victoria, send greeting :

WHEREAS we are desirous of obtaining Royal Letters Patent for securing unto us Her Majesty's special license that we, our executors, administrators, and assigns, and such others as we or they should at any time agree with, and no others, should and lawfully might, from time to time, and at all times during the term of fourteen years to be computed from the day on which this instrument shall be left at the Office of the Chief Secretary, make, use, exercise, and vend within the Colony of New South Wales and its dependencies an invention to be known as the "Revolving Double-Action Freezing Machine"; and in order to obtain the said Letters Patent we must by an instrument in writing under our hands and seals particularly describe and ascertain the nature of the said invention, and in what manner the same is to be performed, and must also enter into the covenant hereinafter contained: Now know ye, that the nature of the said invention, and the manner in which the same is to be performed, is particularly described and ascertained in and by the following statement (that is to say),—the novelty of this machine consists of a cylinder, round, oval, or square, is movable on both sides and is revolving on pivots; on one of them is adjusted a crank or cog wheels or belt for revolving the cylinder; two pieces of the interior are composed of many tubes of various sizes for containing the water for freezing. The nitrate of ammonia is mixed with water and put in the cylinder, the sides are securely closed by the two tubes pieces. After revolving the machine for few minutes the ice is formed. This patent is taken specially for the system of revolving on pivots, and for the double-action as which is explained in the diagram attached and single-action also.

And we do hereby, for ourselves, our heirs, executors, and administrators, covenant with Her Majesty, Her Heirs and Successors, that we believe the said invention to be a new invention as to the public use and exercise thereof, and that we do not know or believe that any other persons than ourselves are the true and first inventors of the said invention, and that we will not deposit these presents at the Office of the Chief Secretary with any such knowledge or belief as last aforesaid.

In witness whereof, we have hereunto set our hands and seals, the tenth day of August, in the year of our Lord one thousand eight hundred and seventy-five.

CHARLES ARTHUR GOBY.
LEON JAUBERT.

Signed and sealed by Charles Arthur Goby and
Leon Jaubert, in the presence of,—

ALFRED FORD, Notary Public, Melbourne.

This is the specification referred to in the annexed Letters of Registration granted to Charles Arthur Goby and Leon Jaubert, this third day of September, 1875.

HERCULES ROBINSON.

REPORT.

Sydney, 17 August, 1875.

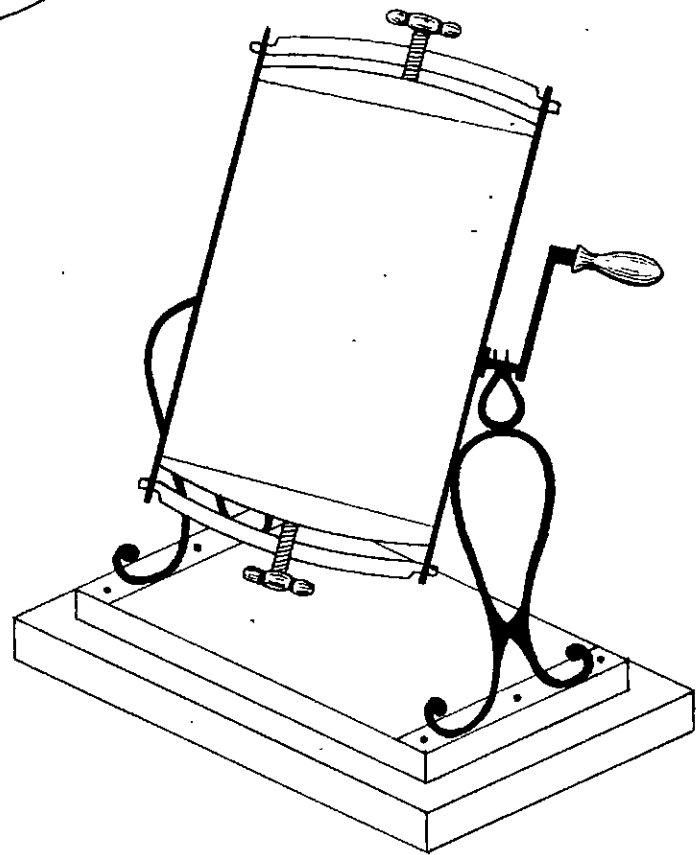
SIR,

The application of Messrs. C. A. Goby and L. Jaubert for Letters of Registration for their invention of a "Revolving double-action Freezing Machine" having been referred to us, we have examined the specification and drawings accompanying the same, and have now the honor to report that we see no objection to the issue of Letters of Registration as prayed for.

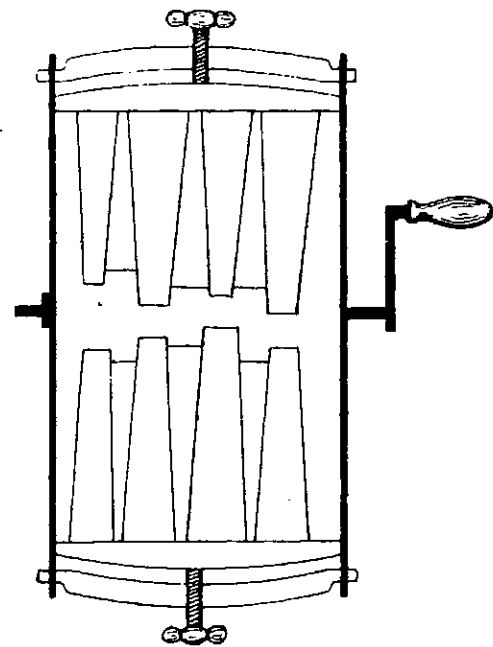
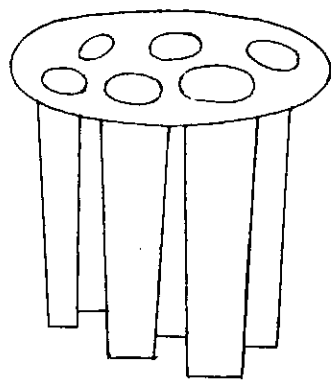
We have, &c.,
J. SMITH.
CHAS. WATT.

THE PRINCIPAL UNDER SECRETARY.

[Drawings—one sheet.]



Two pieces. The same for double action



(Sig.3)



A.D. 1875, 11th September. No. 488.

IMPROVEMENTS IN APPARATUS FOR COOLING AND FREEZING WATER, &c.

LETTERS OF REGISTRATION to Jehosaphat Davy Postle, for Improvements in Apparatus for cooling and freezing Water and other bodies.

[Registered on the 11th day of September, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting:

WHEREAS JEHOSEPHAT DAVY POSTLE, of Sydney, in the Colony of New South Wales, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention for "Improvements in Apparatus for cooling and freezing Water and other bodies," which is more particularly described in the specification and sheet of drawings which are hereunto annexed; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years: And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said Jehosaphat Davy Postle, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof; to have, hold, and exercise unto the said Jehosaphat Davy Postle, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended: Provided always, that if the said Jehosaphat Davy Postle shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court, at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this eleventh day of September, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

Improvements in Apparatus for cooling and freezing Water, &c.

SPECIFICATION.

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, JEHOSEPHAT DAVY POSTLE, of Sydney, in the Colony of New South Wales, send greeting :

WHEREAS I am desirous of obtaining Letters of Registration for securing unto me Her Majesty's special license that I, my executors, administrators, and assigns, or such others as I or they should or may at any time agree with, and no others, should and lawfully might, from time to time, and at all times, during the term of fourteen years to be computed from the day on which this instrument is left at the Office of the Colonial Secretary at Sydney, make, use, exercise, and vend within the Colony of New South Wales an invention for "Improvements in Apparatus for cooling and freezing Water and other bodies": And in order to obtain the said Letters of Registration, I must, by an instrument in writing under my hand and seal, particularly describe and ascertain the nature of the said invention, and in what manner the same is to be performed : Now know ye that I, Jehosaphat Davy Postle, do hereby declare the nature of the said invention and the manner performed to be particularly described and ascertained in and by the following statement and description, reference being had to the drawings hereunto annexed, and to the letters and figures marked thereon, which indicate the parts there referred to, and herein particularly explained (that is to say), the invention consists of a simple contrivance for cooling and freezing water and other substances. The cold is produced by the liquefaction of certain salts and compounds, such as nitrate of ammonia, &c., &c. The invention will be best understood from the following description :—

Figures 1 and 2 show the sections, and fig. 3 the top view of the apparatus. Fig. 4 is a modified form of the same apparatus.

Figure 1 *g* is a pipe connecting the top of the apparatus with the compartment *s* at the bottom ; *r* shows a portion of the moulds ; *s* is a compartment at the bottom of the apparatus, directly below the dissolving chamber, in which are placed the moulds, *rrrr* ; *w* is the opening through which the salt is put into the apparatus ; *v* is the cover for keeping the moulds *rrrr* in position ; *w* is the cover of the opening *u* ; *x* is a plug for closing the opening through which the solution is drawn off. The apparatus is mounted on rockers, so that an oscillating motion can be given to it.

Figure 2 is a section taken at right angles to the former section ; it shows the four moulds and the rectangular opening in the top of the apparatus through which they are placed in the dissolving chamber.

Figure 3 shows the covers *v* and *w*. Fig. 4 will be explained presently. The apparatus as shown in figs. 1 and 2 and 3 is formed of two concentric cylinders, the annular space between them being filled with wood or some other non-conductor. The compartment *s* is formed by constructing the dissolving chamber (that is the chamber in which the moulds are placed) with a false bottom of thin metal, so that rapid conduction of heat can take place from one side to the other. The moulds are attached to a rectangular plate of metal larger than the rectangular opening cut in the top of the apparatus ; the moulds can consequently hang in the dissolving chamber whilst the flange rests on the top of the apparatus. The joint is made tight by placing a strip of indiarubber beneath the flange. When the cover is screwed down no leakage occurs. The opening *u* is for the admission of the salts or compounds used ; it is closed by the cover *w*. The apparatus is designed with the view of either cooling water for drinking purposes &c., or for making ice. When it is simply desired to cool water, the space *s* is filled by pouring the water down the pipe *g* ; the salt or compound used is then put into the dissolving chamber, and a quantity of water sufficient to effect the dissolution of the salt is poured in amongst it. The covers are screwed down and the machine is rocked for a few minutes, when water in *s* will be found considerably reduced in temperature and may be drawn off. For freezing water the moulds *rrrr* are filled to within (say) an inch of the top ; the salt or compound used is put into the dissolving chamber with the cooled water, and the apparatus is rocked for (say) twenty minutes, when ice will be found in the moulds. Fig. 4 differs slightly from the apparatus described. In place of the space *s*, a metallic vessel, *t*, is attached to the cover *w* ; this vessel can be of any form. When it is merely required to cool water, the vessel *t* is filled through the opening in the cover provided with a plug shown in the drawing. The form of apparatus I prefer and which I especially claim is that partly shown in figs. 1, 2, and 3, and which may be thus described :—The annular space between the sides and bottoms of the inner and outer cylinders I prefer to use for holding the water to be cooled. The outside cylinder is cased with wood or other non-conducting material. This form of construction has the advantage of affording the greatest protection from the ingress of heat when the greatest cold is required. Thus, when the apparatus is required for freezing purposes, the annular space will be filled with air, forming an additional non-conductor in the walls of the apparatus.

I claim,—

First.—The form and combination of the moulds for containing the water to be frozen.

Second.—The method of constructing the apparatus by forming it with an annular space for the reception of the water to be cooled, such annular space at the same time affording, when empty, an additional barrier to the ingress of heat when the greatest cold is required in the apparatus.

Third.—The general form and arrangement of the apparatus.

In witness whereof, I have hereunto set my hand and seal, this eighteenth day of August, in the year of our Lord one thousand eight hundred and seventy-five.

JEHOSEPHAT DAVY POSTLE.

This is the specification referred to in the annexed Letters of Registration granted to Jehosaphat Davy Postle, this eleventh day of September, 1875.

HERCULES ROBINSON.

REPORT.

Improvements in Apparatus for cooling and freezing Water, &c.

REPORT.

Sydney, 24 August, 1875.

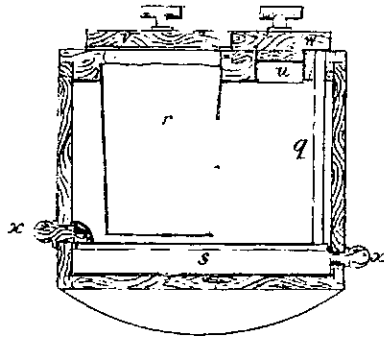
SIR,
The application of Mr. J. D. Postle for Letters of Registration for "Improvements in Apparatus for cooling and freezing Water and other bodies" having been referred to us, we have examined the specification and drawings accompanying the same, and have now the honor to report that we see no objection to the issue of Letters of Registration as prayed for.

We have, &c.,
J. SMITH.
CHAS. WATT.

THE PRINCIPAL UNDER SECRETARY.

[Drawings—one sheet.]

FIG. 1.



*These are the Drawings referred to in the annexed
Specification of an Invention for improvements in
apparatus for cooling and freezing water and
other bodies*
J. D. Postle.

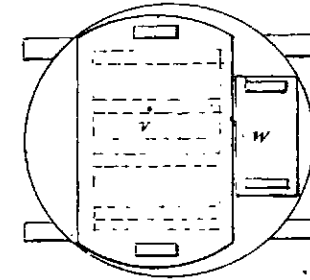


FIG. 3.

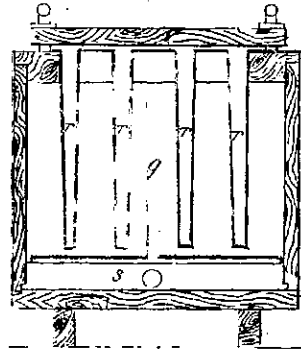


FIG. 2.

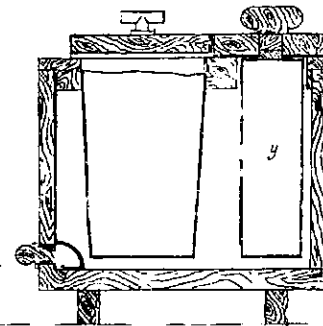


FIG. 4.

*This is the Sheet of Drawings referred to in the annexed letters of Registration
granted to Jehosaphat Davy Postle, this eleventh day of September, 1875.*

Hercules Robinson



A.D. 1875, 20th September. No. 489.

A NEW METHOD OF CURING THE FLUKE IN SHEEP.

LETTERS OF REGISTRATION to John Henry Caton and William Henry Allen,
for a new method of curing the Fluke in Sheep.

[Registered on the 20th day of September, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting :

WHEREAS JOHN HENRY CATON, of Melbourne, in the Colony of Victoria, stock-dealer, and WILLIAM HENRY ALLEN, of Melbourne aforesaid, manufacturing chemist, have by their Petition humbly represented to me that they are the authors or designers of a certain invention or improvement in manufactures, that is to say, of an invention for "a new method of curing the Fluke in Sheep," which is more particularly described in the specification which is hereunto annexed; and that they, the said Petitioners, have deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four; and have humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to them for a period of fourteen years: And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said John Henry Caton and William Henry Allen, their executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof; to have, hold, and exercise unto the said John Henry Caton and William Henry Allen, their executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended: Provided always, that if the said John Henry Caton and William Henry Allen shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this twentieth day of September, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

A new method of curing the Fluke in Sheep.

SPECIFICATION of JOHN HENRY CATON, stock-dealer, and WILLIAM HENRY ALLEN, manufacturing chemist, both of Melbourne, in the Colony of Victoria, for an invention intituled "a new method of curing the Fluke in Sheep."

THIS invention consists in the injection of a solution capable of killing the fluke directly into the region of the liver of the diseased animal. The solution which we prefer to use consists of two ounces of cyanide of potassium, a quarter of an ounce of carbonate of iron, half an ounce of bi-carbonate of soda, a quarter of an ounce of iodine, and thirty-two ounces of water. We first dissolve the cyanide of potassium in the water; we then mix the carbonate of iron and the bi-carbonate of soda together and add one ounce of the cyanide of potassium solution, after which we pour in the iodine, and shake it about so as to amalgamate the whole of the ingredients; finally we mix this with the remainder of the cyanide of potassium solution, and it is then fit for use, five to fifteen drops being a dose, according to the strength and condition of the animal to be treated. This dose we inject in the region of the liver (say between the sixth and seventh ribs), by means of a syringe having a long and sharply pointed nose, protruding (say) an inch and a quarter beyond the barrel, which nose is pushed through the flesh so as to reach or nearly reach the diseased organ. As a matter of convenience we propose to have a gauge marked along the barrel, so that the operator may know precisely when he has injected the desired amount, so that by once filling the syringe it may be used for several sheep in succession without being re-supplied.

The cyanide of potassium we use as the agent for killing the fluke, the carbonate of iron for acting directly on the liver and giving tone to the constitution to assist it to bear the treatment, the iodine for keeping the solution in the liver and preventing its being absorbed by the other organs, and the bi-carbonate of soda to assist in the amalgamation of the iodine and the iron.

Other chemical solutions capable of killing the fluke may be substituted for that which we have described, but we believe that the one we have described is the best.

Having thus described the nature of our invention and the manner of performing same, we would have it understood that we do not confine ourselves to the specific solution herein described, but we claim,—

First.—Our new method of curing fluke in sheep by injecting a solution fatal to fluke directly into the region of the liver of the diseased animal.

Second.—The chemical solution herein described for the purpose of being so injected.

This is the specification referred to in the annexed Letters of Registration granted to John Henry Caton and William Henry Allen, this twentieth day of September, 1875.

HERCULES ROBINSON.

REPORT.

Sydney, 23 July, 1875.

SIR,

The Petition of John Henry Caton and William Henry Allen, applying for Letters of Registration for a new method of curing the Fluke in Sheep, having, with their specification, been submitted to us for consideration and report, under blank cover of 19th instant (No. 75-4932), we have the honor to return these documents, and to recommend that their application be granted, so far as it relates to the first and second items in their claim: But the instrument referred to in the third item seems not to be an invention or improvement, such a syringe as the specification describes being in common use for sub-cutaneous injection.

We have, &c.,
ALEX. BRUCE,
JOHN STEWART,
Vety. Surgeon.

THE PRINCIPAL UNDER SECRETARY.



A.D. 1875, 12th October. No. 490.

IMPROVEMENTS IN SMELTING FURNACES.

LETTERS OF REGISTRATION to Henri Herrenschmidt, for Improvements in Smelting Furnaces.

[Registered on the 12th day of October, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting :

WHEREAS HENRI HERRENSCHMIDT, of Costerfield, in the Colony of Victoria, civil engineer, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention for "Improvements in Smelting Furnaces," which is more particularly described in the specification and sheet of drawings which are hereunto annexed; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years: And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said Henri Herrenschmidt, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof; to have, hold, and exercise unto the said Henri Herrenschmidt, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended: Provided always, that if the said Henri Herrenschmidt shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this twelfth day of October, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

Improvements in Smelting Furnaces.

SPECIFICATION of HENRI HERRENSCHMIDT, of Costerfield, in the Colony of Victoria, civil engineer, for an invention intituled "Improvements in Smelting Furnaces."

THIS invention consists of certain improvements in furnaces for smelting antimony, lead, tin, copper, cobalt, silver, iron, and nickel ores. Furnaces for this purpose, as at present constructed, have only one fire-place, the heat from which passes over the ore to be smelted and thence to the flue leading to the chimney. By this means there is a great tendency to carry over the volatile particles of the metal being smelted, whilst a considerable portion of the heat generated by the fuel is not utilized but is wasted up the chimney. To remedy these defects, and at the same time obtain a greater heat than is otherwise practicable in reverberatory furnaces, I have devised the improvements which constitute this invention. Instead of only one fire-place I use two, one at each end of the furnace; and instead of allowing the heat therefrom to travel over the ore-bed and then in an uninterrupted course pass on to the flue leading to the chimney, I so construct the roof of the furnace as to cause the heated air and gases to revolve over and over in the space between the ore-bed and the roof, so as to allow of its acting for a longer time upon the material under treatment than by the old method, and at the same time, by introducing the heated air and gases from both fires to each other in the furnace the heat becomes much more intense and consequently a great saving of fuel effected.

This method of construction will be clearly understood on reference to the accompanying drawings, which represent a furnace in size and shape suitable for smelting antimony. And I may here explain that the size and shape in which smelting furnaces are built depends a great deal upon the skill of the operator, whilst the size must also vary with the nature of the ores to be treated and the extent of the operations to be carried on. As a rule, poor ores and those which smelt at a comparatively low heat should have large beds, whilst the rich ores and those which require a high heat to smelt them should have a proportionately smaller bed.

Figure 1 is a front elevation of the furnace; figure 2, end elevation; figure 3, vertical section on line *a b* in figure 4; figure 4, horizontal section thereof on the line *c d* in figure 6; figure 5, vertical section on line *e f* in figure 4; figure 6, longitudinal vertical section on line *g h* in figure 4. A A are the fire-places, A¹ A¹ the doors thereof, A² A² the ash-pits, and A³ flue for escape of smoke from ash-pit, B the ore-bed, B¹ the door for feeding it, B² B² the holes for working up the ore, and B³ the tap-hole, C the roof, DD the flues which form a junction at any given point and lead to the chimney (and the number of which may be multiplied without departing from my invention), E E are air flues for cooling the bed of the furnace, and F F are air passages for cooling the fire-bridges. The furnace is braced by iron ties as shown in figures 1 and 2, and the ash-pit doors are on opposite sides of the furnace to the fire-place doors, the space between which and the ground is bricked up. The ore-bed I make of fireclay lumps or firestone resting on a bed of sand. The roof I make of fire-brick, with the exception of the lowest part of it around the entrance to the flues D D, where the intense heat necessitates the use of fireclay lumps, but of course any material capable of bearing the heat may be used, and I merely give this information respecting the materials I use because I have found them serviceable.

Having thus described the nature of my invention and the manner of performing same, I would have it understood that I do not confine myself to the precise form of furnace shown in my drawings nor to the materials of which my furnaces in any case may be built, but I claim—

- First.—The use of two fires, one at either end or side of smelting furnaces, the heat from which passes into and meets in a smelting chamber having the roof so constructed as to prevent its passing directly over the ore-bed into the flue and compelling it to mingle together and revolve over and over the ore-bed, substantially as herein described and explained.
- Second.—The special form of such furnace shown in my drawings.

This is the specification referred to in the annexed Letters of Registration, granted to Henri Herrenschildt, this twelfth day of October, 1875.

HERCULES ROBINSON.

REPORT.

Sydney, 13 September, 1875.

SIR,

In reporting relative to the Petition of Henri Herrenschildt for a grant of Letters of Registration for "Improvements in Smelting Furnaces," we do ourselves the honor to state that, from an apparent similarity in some particulars of his claim with that of Andrew Low's "Smoke-consuming and Heat-concentrating Furnace," we had some doubts as to the originality of Mr. Herrenschildt's invention; we, however, on further consideration, are of opinion that there is sufficient novelty to warrant a grant of Letters of Registration, confining Mr. Herrenschildt to the precise conditions as set forth in his Petition, specification, drawings, and claim.

We have, &c.,
GOTHER K. MANN.
CHAS. WATT.

THE PRINCIPAL UNDER SECRETARY.

[Drawings—one sheet.]

H. HERRENSCHMIDT'S PATENT.

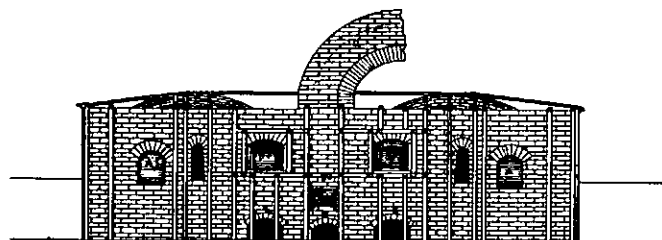


Fig 1.

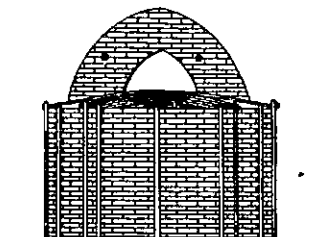


Fig 2.

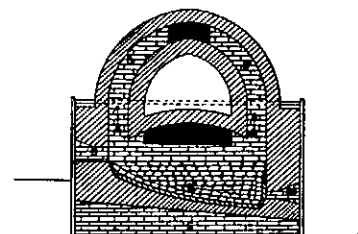


Fig 3.

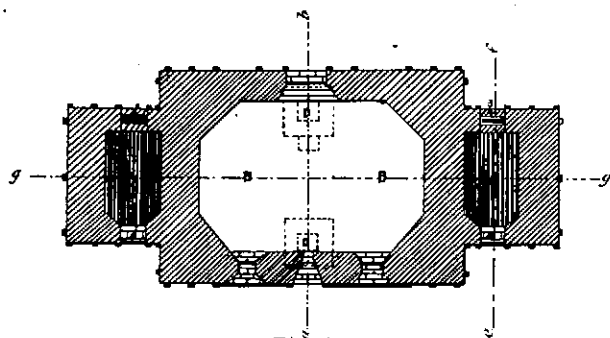


Fig 4.

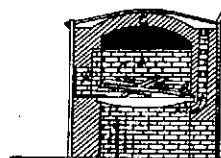


Fig 5.

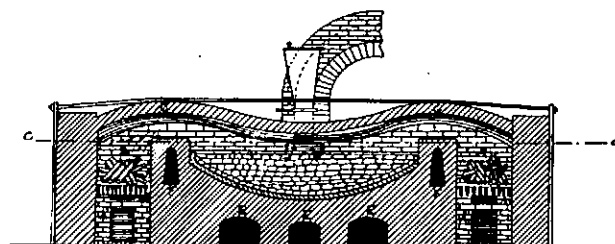


Fig 6.

*This is the Sheet of Drawings referred to in the annexed
Letters of Registration granted to Henri Herrenschildt
this twelfth day of October 1875.*

Hercules Robinson.



A.D. 1875, 12th October. No. 491.

**AN EASY METHOD OF ATTACHING AND DETACHING SHAFTS OR POLES
TO AND FROM CARRIAGES, &c.**

LETTERS OF REGISTRATION to Abiel Gifford Howland, for an easy method of attaching and detaching shafts or poles to and from carriages and vehicles having four wheels, and to and from vehicles having four wheels known as buggies and American waggons.

[Registered on the 12th day of October, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting :

WHEREAS ABIEL GIFFORD HOWLAND, of Christchurch, in the Province of Canterbury, in the Colony of New Zealand, coachbuilder, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention for "An easy method of attaching and detaching shafts or poles to and from carriages and vehicles having four wheels, and to and from vehicles having four wheels known as buggies and American waggons," which is more particularly described in the specification and sheet of drawings which are hereunto annexed ; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four ; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years : And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said Abiel Gifford Howland, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof ; to have, hold, and exercise unto the said Abiel Gifford Howland, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended : Provided always, that if the said Abiel Gifford Howland shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this twelfth day of October, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

An easy method of attaching and detaching shafts or poles to and from carriages, &c.

SPECIFICATION.

THE nature of said invention and the manner in which the same is to be performed is as follows:—

By placing on any buggy, waggon, or carriage, in lieu of the ordinary shaft clip, a clip and coupling to receive a revolving journal which allows the pole or shaft to enter while in an upright position, and by revolving in position for draught it covers the top shaft and makes it secure to perform the work of draught without bolt or screw, and by this coupling enable the said pole or shaft to be instantly attached or detached, thus saving the time now occupied in screwing in bolts to the thread of the clip and fastening nut on same, and offering a greater safety from accidents caused by broken bolts, loose threads and nuts, and saving by such coupling a great amount of the usual wear and tear.

I claim for an especial novelty a combination of the old shaft clip with my shaft clip marked "B" shown in the drawing annexed, and the journal revolving in same, marked C 1, C 2, C 3, and also the shaft end marked A 1, but I do not claim for the axle-bed marked "D" or the axle marked "E" in the said drawing.

I claim for new parts of the said invention the shaft end A.1, the point of clip marked "B," and the revolving journal marked C 1, C 2, C 3.

M'CARTHY & ROBERTSON,
Agents for Abiel Gifford Howland.

This is the specification referred to in the annexed Letters of Registration granted to Abiel Gifford Howland, this twelfth day of October, 1875.

HERCULES ROBINSON.

REPORT.

Sydney, 14 September, 1875.

SIR,

In the matter of the application of Mr. Abiel Gifford Howland for Letters of Registration for "An easy method of attaching and detaching shafts or poles to and from carriages and vehicles having four wheels, and to and from vehicles having four wheels known as buggies and American waggons," which has been referred to us, we have examined the specification and drawings accompanying the same, and have now the honor to report that we see no objection to the issue of Letters of Registration as prayed for.

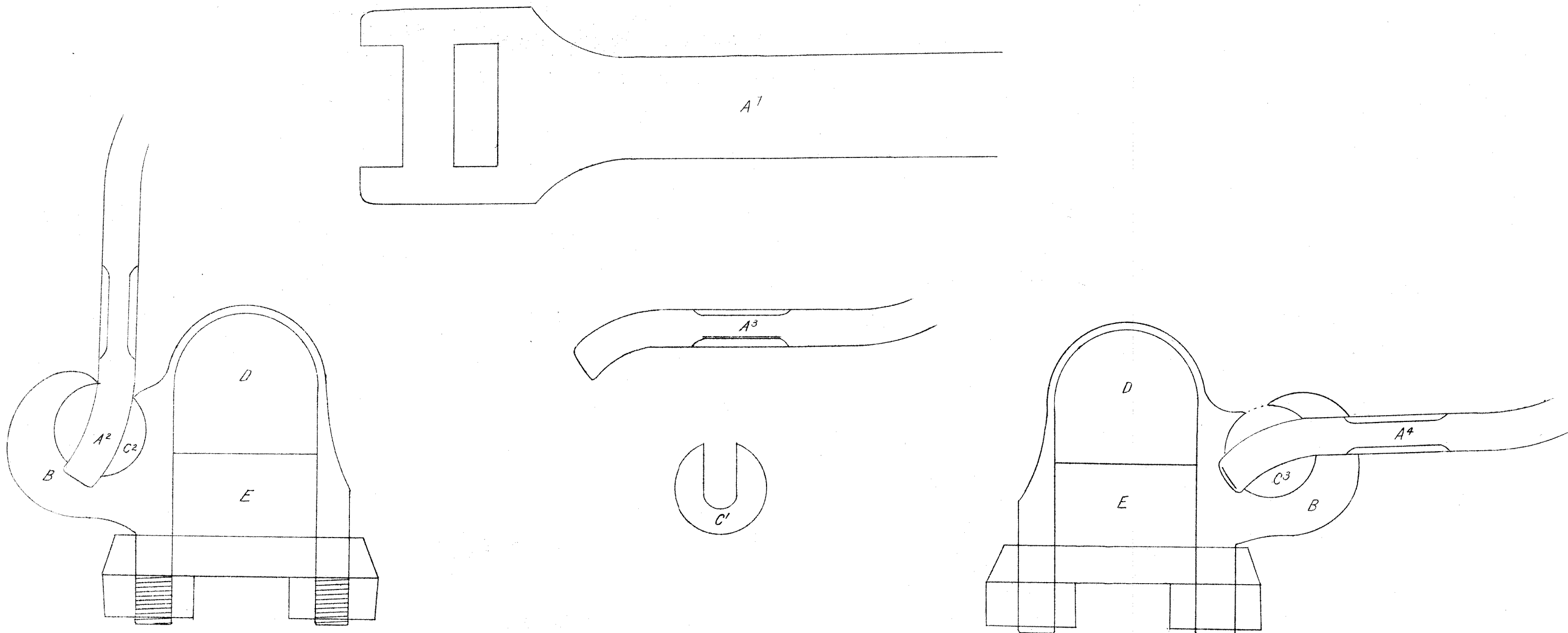
We have, &c.,
JOHN WHITTON.
E. O. MORIARTY.

THE PRINCIPAL UNDER SECRETARY.

[Drawings—one sheet.]

No. 492.

[Assignment of No. 483. See page 87 of this Return.]



*A. Shaft-end Iron N°1 Top view. N°2. Ready for detaching. N°3 Side view.
 N°4. Coupled in position for draught. B. Clip and coupling as fixed on axle and bed
 C. Revolving journal. N°1, End view. N°2. Position showing shaft ready for detaching.
 N°3, Position for draught, D. Axle bed. E. Axle.*

(Sig. 3)

*This is the Sheet of Drawings referred to in the annexed
 Letters of Registration granted to Abiel Gifford Howland,
 this twelfth day of October, 1875.*

Hercules Robinson.



A.D. 1875, 3rd November. No. 493.

IMPROVEMENTS IN MACHINERY FOR REMOVING BURRS, &c.

LETTERS OF REGISTRATION to Edward William Pitts, for Improvements in Machinery for removing Burrs and other impurities from the fleeces and skins of Sheep.

[Registered on the 4th day of November, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting :

WHEREAS EDWARD WILLIAM PITTS, of The Levels, Dry Creek, in the Province of South Australia, sheep farmer, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention for "Improvements in Machinery for removing Burrs and other impurities from the fleeces and skins of Sheep," which is more particularly described in the specification and sheet of drawings which are hereunto annexed; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years: And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said Edward William Pitts, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof; to have, hold, and exercise unto the said Edward William Pitts, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing and fully to be complete and ended: Provided always, that if the said Edward William Pitts shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this third day of November, in the year of our Lord, one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

Improvements in Machinery for removing Burrs, &c.

SPECIFICATION of EDWARD WILLIAM PITTS, of The Levels, Dry Creek, in the Province of South Australia, Station Manager, for an invention intituled, "Improvements in Machinery for removing Burrs and other impurities from the fleeces and skins of Sheep."

THIS invention of improvements in machinery for removing burrs and other impurities, such as grass seeds, dust, dirt, &c., from the fleeces and skins of sheep, consists substantially in the use and application of a pegged drum or cylinder of wood or metal or partly of both, studded with wood or metal spikes or claws, made to revolve rapidly by any suitable motor. The sheep or skin is held in juxta-position to or against this revolving drum or cylinder, and every part of the fleece submitted to its action, until freed wholly or to a very large extent from the burrs or other impurities above mentioned. The foregoing general description will be more clearly understood on reference to the accompanying plans, marked respectively figure 1 and figure 2, representing two different modes of applying the invention.

Figure 1 represents the invention as it may be applied to the fleece while on the sheep and operated by any motive power. A is the drum or cylinder, studded with wooden or metal spikes or claws. The cylinder is fixed on the spindle B, which revolves in the bushes C and D; the former (movable) is affixed to a horizontal beam or rafter E, and the latter is fixed to the underside of the table F, on which the sheep is placed and held against or in juxta-position to the drum or cylinder, to the action of which every part of the fleece is subjected until the burrs, grass seeds, and other impurities are wholly or in great part removed. The table is ledged and battened to facilitate handling the sheep. The uprights GG are to steady the sheep during the operation.

For searching out such parts of the fleece as it may be difficult to reach with the larger machine, as illustrated by figure 1, a small hand-machine can be used.

Figure 2 represents the invention as it may be applied to sheepskins, and operated by any motive power. A is the drum or cylinder, which is fixed on a horizontal spindle instead of a vertical one, as in figure 1. The spindle B revolves in the bearings C and D; on the uprights EE F is a horizontal spring-bar kept free of the cylinder by two helical springs, GG, and supported on the fixed bar H. This spring-bar serves to adjust the skin to the cylinder at the will of the operator by the pressure of his thighs.

Having thus described the nature of my invention and the manner of performing same, I would have it understood that I do not confine myself to the size or materials of which my invention may be made; but I claim the use and application of a revolving drum or cylinder, fitted with projecting spikes or claws, in the manner and for the purposes herein described and explained and illustrated by my drawings.

This is the specification referred to in the annexed Letters of Registration granted to Edward William Pitts, this third day of November, 1875.

HERCULES ROBINSON.

REPORT.

SIR,

Sydney, 4 October, 1875.

We do ourselves the honor to return to you the documents transmitted for our report under your B.C. communication of the 16th September, No. 75-6,492, which have reference to Mr. Edward William Pitts's application for Letters of Registration for "Improvements in Machinery for removing Burrs and other impurities from the fleeces and skins of Sheep;" and we have to state that, on examination of Mr. Pitt's specification and claim, we see no objection to the issue of the Letters of Registration asked for in the terms of his Petition, drawings, specification, and claim.

We have, &c.,

GOTHER K. MANN.
CHAS. WATT.

THE PRINCIPAL UNDER SECRETARY.

[Drawings—one sheet.]

FIG. 1.

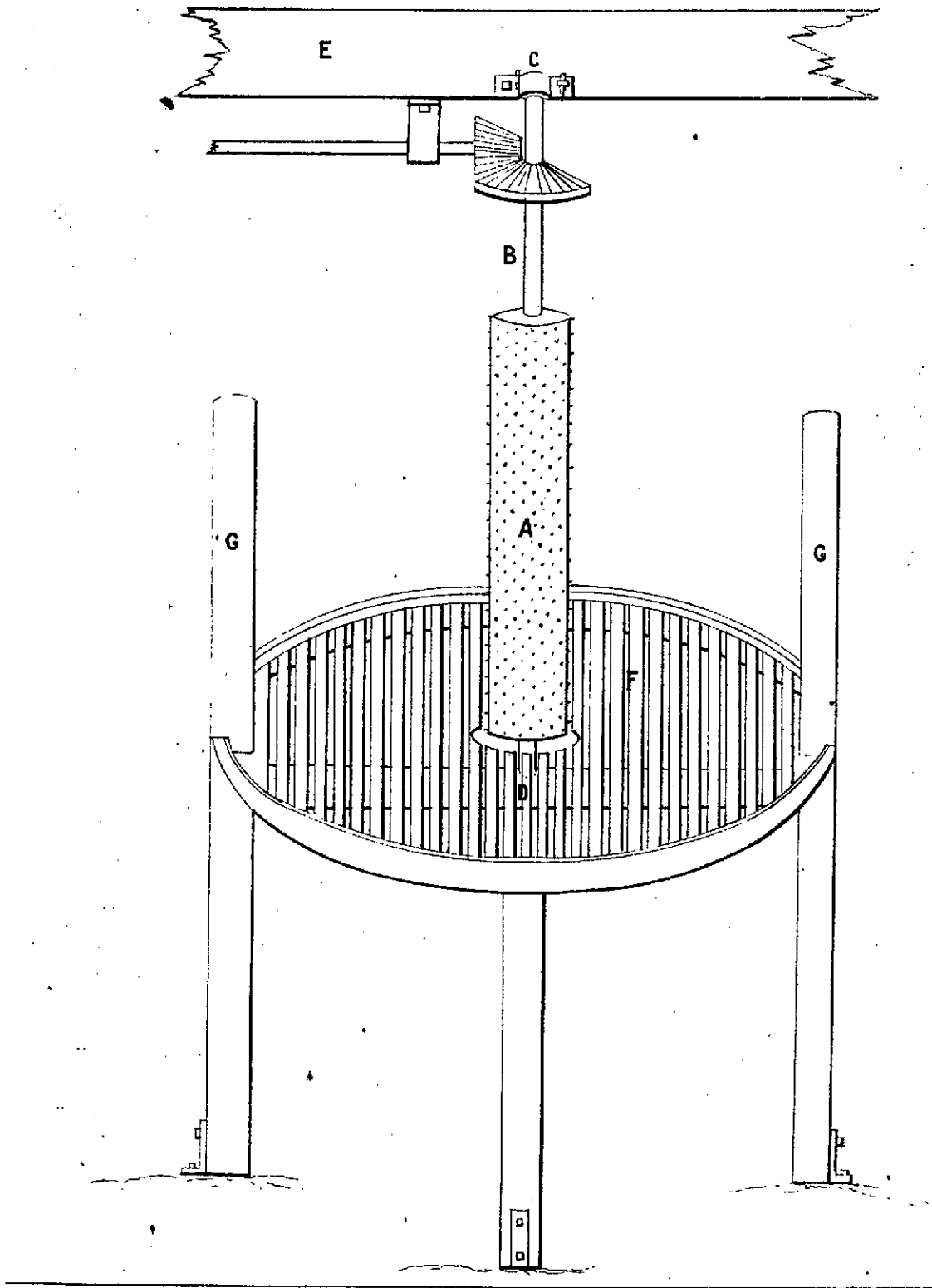
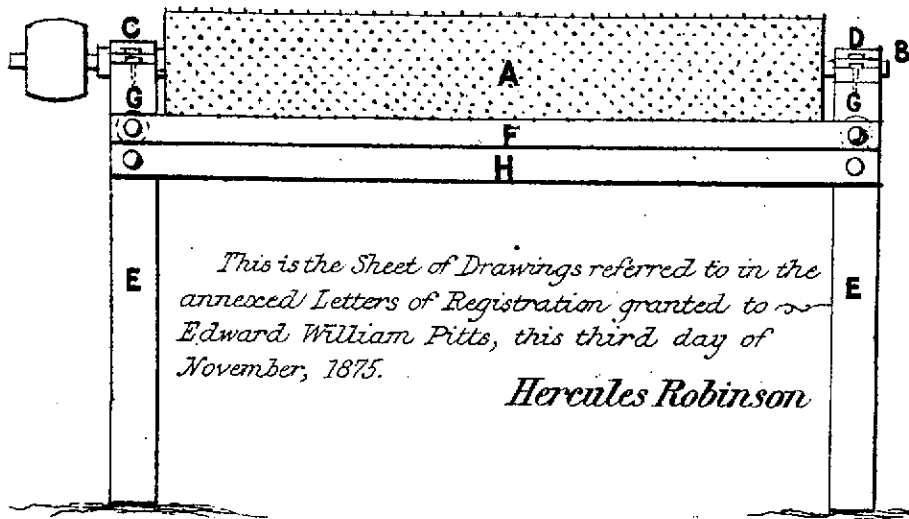


FIG. 2.



*This is the Sheet of Drawings referred to in the
annexed Letters of Registration granted to
Edward William Pitts, this third day of
November, 1875.*

Hercules Robinson



A.D. 1875, 3rd November. No. 494.

IMPROVEMENTS IN ROWLOCKS FOR BOATS.

LETTERS OF REGISTRATION to Thomas Thomson, for Improvements in Rowlocks for Boats.

[Registered on the 4th day November, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting :

WHEREAS THOMAS THOMSON, of Bluff Harbour, Otago, in the Colony of New Zealand, harbour-master, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention for "Improvements in Rowlocks for Boats," which is more particularly described in the specification and sheet of drawings, which are hereunto annexed ; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteen Victoria number twenty-four ; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years : And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said Thomas Thomson, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof ; to have, hold, and exercise unto the said Thomas Thomson, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended : Provided always, that if the said Thomas Thomson shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this third day of November, in the year of our Lord one thousand eight hundred and seventy-five.

(I.S.)

HERCULES ROBINSON.

Improvements in Rowlocks for Boats.

SPECIFICATION of THOMAS THOMSON, of Bluff Harbour, Otago, in the Colony of New Zealand, harbour-master, for an invention intituled "Improvements in Rowlocks for Boats."

This invention of Improvements in Rowlocks for Boats has been designed for the purpose of ensuring the presence of these essentials on all occasions, and at the same time prevent those injuries which boats frequently receive from the rowlocks coming in contact with the ship's side.

To accomplish this I attach my rowlocks to a hinge, so as to turn inboard and under the gunwale when not required to be used; by this means they are always at hand when wanted, and out of the way when not required for present use.

According to my invention one plate of a hinge is screwed or otherwise affixed to the gunwale of the boat, or to the rowlock-plate, whilst the other and upper one is free, and receives the stem or shank of the rowlock through a hole in its centre. The hinge should be on that edge of the lower plate which points inside the boat, so that the upper one with the rowlock attached may be turned inboard and underneath the gunwale. For the sake of gaining strength, I have ridges on each end of the lower plate between which the upper plate closely fits. To enable the upper plate to sit down closely upon the lower one, an oblong hole is made in the centre of the latter to permit of the passage of the lower end of the stem or shank of the rowlock. This stem may be rigidly affixed to the upper plate, or may be connected thereto by a clinch and washer, so as to enable it to revolve freely on its bearings (which is the method I prefer), or it may fit into a socket in the upper plate instead of in the hole first described. Furthermore, there may be a hole made in the gunwale, or in the rowlock-plate, to receive the lower end of the stem or shank of the rowlock, if it should be long enough to require it; and again, this hole may be made quite through the gunwale, so as to allow of the use of a common rowlock or thole-pin, if so desired.

Referring now to the drawings hereto attached, figure 1 represents side elevation of a rowlock, constructed, supported, and arranged according to my invention; figure 2 represents plan of top plate; figure 3, plan of bottom plate; figure 4, end elevation when rowlock in position for rowing; figure 5, same view when rowlock turned inboard out of the way; figure 6, longitudinal section on line *a b*; figure 7, perspective of the whole when in the act of turning on its hinge; A is the rowlock, A' its stem or shank, and A² the washer thereon; B is the lower plate of the hinge, and C the upper; B'B' are the ridges at each end of the lower plate B; D is the gunwale of the boat.

Having thus described the nature of my invention and the manner of performing same, I would have it understood that I do not confine myself to precise details, so long as the nature of my said invention be retained; but

I claim—

The use of a hinge in combination with a rowlock for boats for the purpose of insuring the presence of rowlocks on all occasions, and at the same time enabling them to be turned inboard and out of the way, when not required for present use, substantially as herein described and explained, and illustrated by my drawings.

In witness whereof, I, the said Thomas Thomson, have hereto set my hand and seal, this day of _____, one thousand eight hundred and seventy-five.

This is the specification referred to in the annexed Letters of Registration granted to Thomas Thomson, this third day of November, 1875.

HERCULES ROBINSON.

REPORT.

SIR,

Sydney, 12 October, 1875.

Improvement in
Rowlocks for
Boats.

In attention to your B.C. minute of the 5th instant, we have examined the plan and specification of Mr. Thomas Thomson, accompanying his application for Letters of Registration in reference to the same, and we have now the honor to state that we see no objection to the issue of the Letters of Registration applied for.

We have, &c.,

THE PRINCIPAL UNDER SECRETARY.

E. O. MORIARTY.
FRANCIS HIXSON.

[Drawings—one sheet.]

T. THOMSON'S PATENT

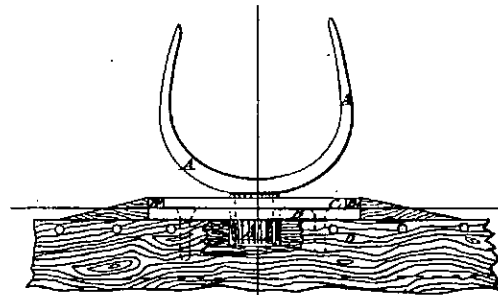


FIG. 1.

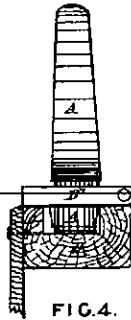


FIG. 4.

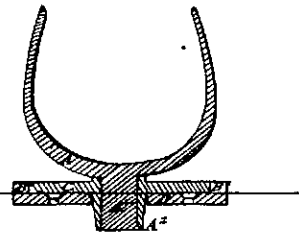


FIG. 6.

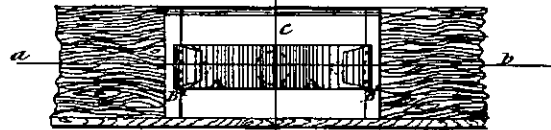


FIG. 2.

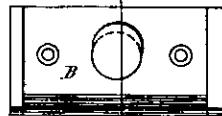


FIG. 3.

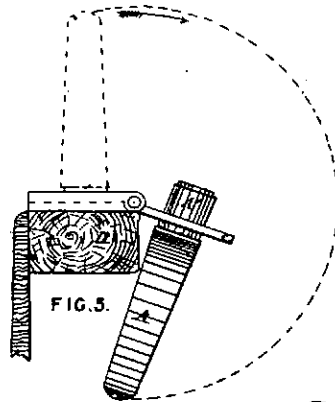


FIG. 5.

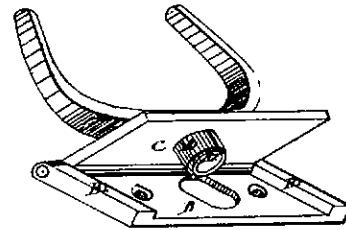


FIG. 7.

This is the Sheet of Drawings referred to in the annexed Letters of Registration granted to Thomas Thomson this third day of November 1875:

Hercules Robinson.



A.D. 1875, 3rd November. No. 495.

IMPROVEMENTS IN HOBBLE BUCKLES.

LETTERS OF REGISTRATION to Robert Charles Thomson, for Improvements in Hobble Buckles.

[Registered on the 4th day of November, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting :

WHEREAS ROBERT CHARLES THOMSON, of Townsend-street, Albury, in the Colony of New South Wales, saddler, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention for "Improvements in Hobble Buckles," which is more particularly described in the specification and sheet of drawings which are hereunto annexed ; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four ; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years : And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said Robert Charles Thomson, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof ; to have, hold, and exercise unto the said Robert Charles Thomson, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended : Provided always, that if the said Robert Charles Thomson shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this third day of November, in the year of our Lord one thousand eight hundred and seventy-five.

(T.S.)

HERCULES ROBINSON.

Improvements in Hobble Buckles.

SPECIFICATION of ROBERT CHARLES THOMSON, of Townsend-street, Albury, in the Colony of New South Wales, saddler, for an invention intituled "Improvements in Hobble Buckles."

HOBBLER are now usually connected together by means of a chain, the rings at the end of which pass over the straps of the respective hobbles. When any strain is put upon them they turn round the leg, the friction from both buckle and ring thereby hurting the animal more or less. In addition to this, the strap frequently gets twisted, cracked, and stretched by the strain put upon it, and so lasts but a comparatively short time. Now, my hobble buckles have been devised for the purpose of doing away with these objectionable features in hobbles and producing one which will not turn round the leg, and in which the chain is connected to the buckle instead of to the strap. Figure 1 shows end view; figure 2, top view; figure 3, perspective; and figure 4, side view of one of my buckles, full size. A is the strap; B the tongue of the buckle; C is a metal loop fitting loosely in an eye at the end of the bent connection D, which connects it to the other portion of the buckle. In figure 4, E is the ring at the end of the chain by which the hobbles are connected in pairs. This ring is slipped over the loop C. By this method of construction it will be seen that there can be no turning or twisting of the strap, and consequently no pain to the animal wearing my hobbles, whilst they will last more than twice as long as those in ordinary use. The length of the chain can be altered at pleasure.

I do not confine myself to any particular size, shape, or materials in the construction of my invention, so long as the nature thereof be retained; but I claim the improvements in hobble buckles substantially as herein described and explained and illustrated by my drawings.

This is the specification referred to in the annexed Letters of Registration granted to Robert Charles Thomson, this third day of November, 1875.

HERCULES ROBINSON.

REPORT.

Sydney, 9 October, 1875.

SIR,

Having examined the specification and drawing enclosed in the petition of Robert Charles Thomson for Letters Patent for his invention of "Improvements in Hobble Buckles" (herein returned), we have the honor to report that we consider the improvements to contain sufficient of novelty of invention to warrant our recommending the issue of the Letters desired, and that we recommend accordingly the issue of the Letters sought to be obtained.

We have, &c.,

HENRY HALLORAN.
EDMUND FOSBERY.

THE PRINCIPAL UNDER SECRETARY.

[Drawings—one sheet.]

R. C. THOMSON'S PATENT.

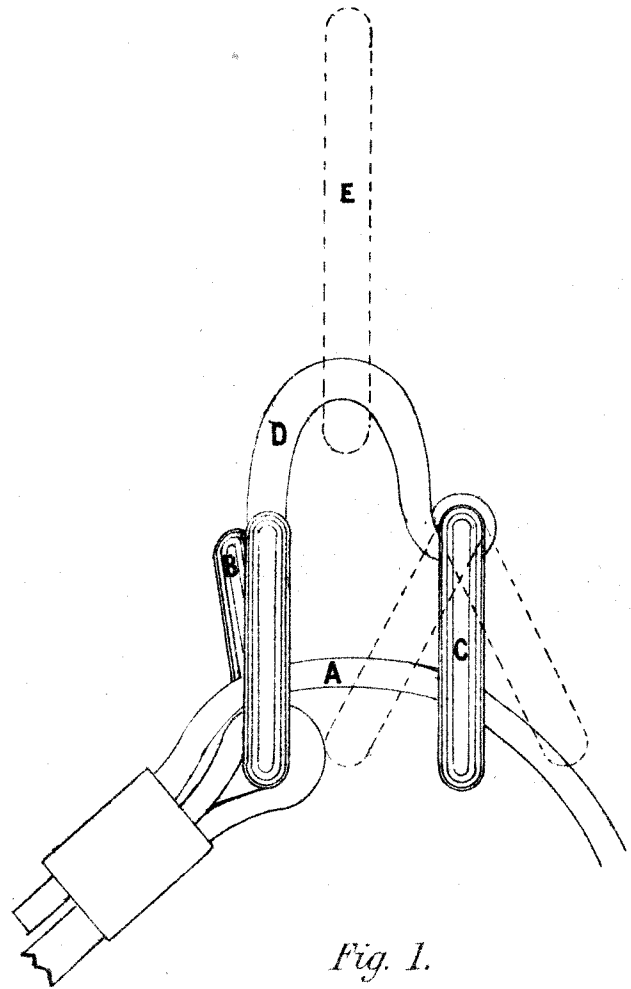


Fig. 1.

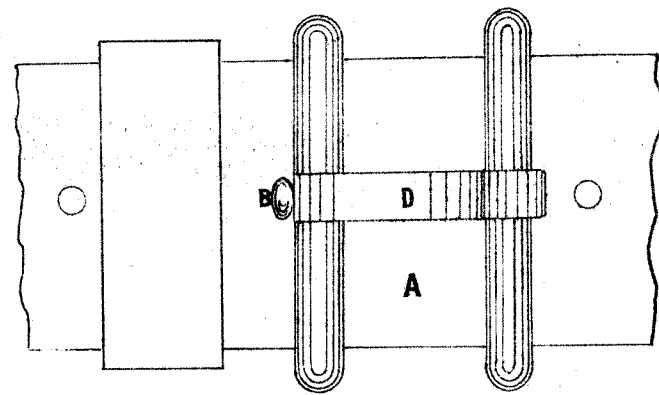


Fig. 2.

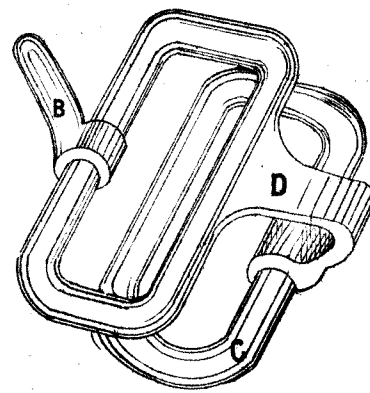


Fig. 3.

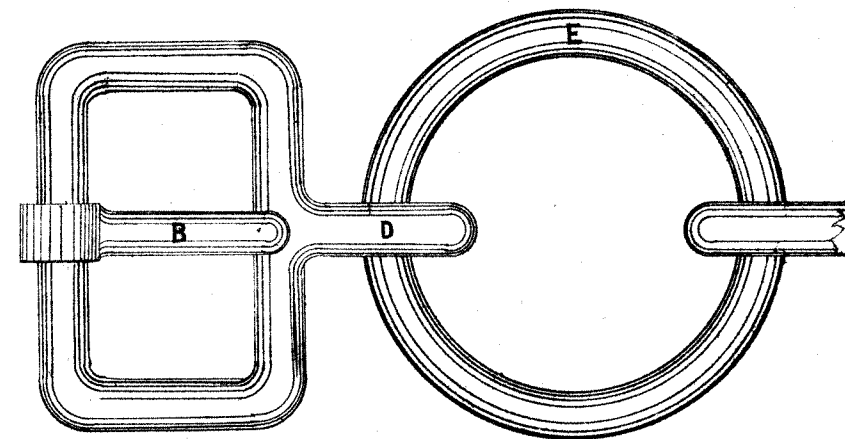


Fig. 4.

This is the Sheet of Drawings referred to in the annexed Letters of Registration granted to Robert Charles Thomson, this third day of November, 1875.

Hercules Robinson.

(Sig. 3)



A.D. 1875, 3rd November. No. 496.

IMPROVED ROTARY ENGINE.

LETTERS OF REGISTRATION to Robert Vaile, for improved Rotary Engine for applying the motive power of steam, water, atmospheric air, and similarly acting motive powers.

[Registered on the 4th day of November, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting :

WHEREAS ROBERT VAILE, of Auckland, in the Colony of New Zealand, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention of an "Improved Rotary Engine for applying the motive power of steam, water, atmospheric air, and similarly acting motive powers," which is more particularly described in the specification, marked A, and the three sheets of drawings, marked B, C, and D, respectively hereunto annexed ; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four ; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years : And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said Robert Vaile, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof : to have, hold, and exercise unto the said Robert Vaile, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended : Provided always, that if the said Robert Vaile shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this third day of November, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

Improved Rotary Engine.

A.

SPECIFICATION of ROBERT VAILE, of Auckland, in the Colony of New Zealand, of "an improved Rotary Engine for applying the motive power of steam, water, atmospheric air and similarly acting motive powers."

NOW KNOW YE, that I, the said ROBERT VAILE, do hereby declare the nature of the said invention, and in what manner the same is to be performed, to be particularly described and ascertained in and by the following statement or specification and drawings thereof (that is to say):—

Specification of improved Rotary Engine invented by Robert Vaile, of Auckland, New Zealand.

Title:—An improved Rotary Engine for applying the motive power of steam, water, atmospheric air, and similarly acting motive powers.

My invention relates to rotary engines for applying motive power, and consists of an arrangement of mechanism for applying the motive power of steam, water, atmospheric air, and similarly acting motive powers, so as to obtain a rotary motion direct from the power without the use of the crank and its necessary parts, which are now used to produce a rotary motion from the reciprocating engines at present in general use. I obtain this result by causing a drum or cylinder attached to a shaft to revolve within an external cylinder; the steam or other motive power being confined between these two cylinders and acting on slides or pistons caused to alternately project and recede from the surface of the internal cylinder compels the internal cylinder and its shaft to revolve, thus giving the rotary motion desired. This invention will be more clearly understood by reference to following description and accompanying drawings:—

Figure 2 is a section through AB, fig. 1 *aaaa* is the external cylinder, *bbbb* the internal cylinder, *GGGG* jacket covering external cylinder, *ccccc* the steam or other motive power, space between these two cylinders, *d* shaft of internal cylinder, *eee* slides or pistons on which the motive power is acting, *fff* similar slides or pistons passing abutments in external cylinder, *ggg* metal tongues keeping joint between abutments in external cylinder and surface of internal cylinder steam-tight kept down by springs from above as shown in detail drawing fig. 6, *hhh* gun-metal inlet valves revolving in sockets *iii*, which sockets are cast in one piece with the external cylinder, *jjjjj* inlet and outlet ports to engine. When the valves *hhh* are in the direction of the black dotted lines drawn through their centres the engine is working forward; when in direction of the red dotted lines, the motive power is shut off and all the ports *jjjjj* are open to the exhaust; when in direction of the blue dotted lines, the engine is reversed and is working backwards. It will be observed by following the indications of these dotted lines that the port which is the inlet when working forward becomes the exhaust when working backwards, and that port which is the inlet when working backwards becomes the exhaust when working forward; when in the direction of the red dotted line the valve rests on its seat and the motive power is shut off, leaving all ports open into the exhaust; *kkk* exhaust chambers over valve, *lll* exhaust passages connecting exhaust chambers over valves with main exhaust pipe *m*, *QQ* plates closing opening by the removal of which the joint *qq* in external cylinder can be examined and proved steam-tight, *qq* joint in external cylinder, kept together by bolts and nuts *rrrr*, *ssss* cast-iron bed to engine.

Figure 1 is a side elevation of the engine, *dd* shaft of internal cylinder, *kkkk* exhaust chambers over valves *hhh*, fig. 2, *GGGG* jacket covering external cylinder and forming exhaust passages connecting exhaust chambers *kkkk* with main exhaust pipe *mm*, *lll* inlet pipes conveying steam or other motive power to valves *hhhh*, fig. 2, *nn* levers turning valves *hhh*, fig. 2, *o* rod connecting these levers, *p* handle operating levers, *uu* wheels keyed on to shaft of internal cylinder and revolving with it, govern the movements of the slides or pistons *ceefff*, fig. 2, by compelling the studs *vvvvvvv* to follow the eccentricities of the guides *ww*, which movement is more distinctly shown in the end elevation fig. 3 and the section fig. 4, *Q* plate covering joint *q*, fig. 2, through centre of external cylinder kept together by bolts and nuts *rrrrrrrrrr*; by means of this joint the upper half of the external cylinder can be removed and the interior of the engine examined, and should it be desired to further examine, the whole of the internal cylinder and its shaft can be lifted out by releasing the brasses *xxxx*, in which the shaft *dd* revolves; *yy* screw bolts keeping brasses *xxxx* in place, *zzzz* vulcanized india-rubber cushions, adjustable by screw nuts, keeping the slides or pistons on which the motive power acts in proper contact with the internal face of external cylinder; *ssss* cast-iron bed of engine, *EE* hand-screws keeping valves *hh*, fig. 2, up to face of seat and sockets, *FF* covers to apertures for insertion of valves *hh*, fig. 2, through which the hand-screws *EE* work; these covers are bolted to the face of engine with screw-nuts and bolts in the same manner as a cylinder cover is bolted on in a reciprocating engine.

Figure 3 is an end elevation of the engine *kkk* exhaust chambers, *EEE* hand-screws keeping valves *hhh*, fig. 2, up to seat and sockets, *lll* exhaust passages, connecting exhaust chambers over valves with main exhaust pipe *m*, *nnn* levers operating valves *hhh*, fig. 2, *oo* rods connecting levers *nnn* so that the handle *p* operates the whole, *wwww* continuous eccentric guide in which the studs *vvvvvvv*, fig. 1, are imprisoned and compelled to follow its eccentricities by the revolution of the governing wheels *uu*, fig. 1, and *uuuuuuu*, fig. 3, combined with the sliding of these same studs in slots made in the radii of these wheels for that purpose, these wheels being firmly keyed to the shaft of the internal cylinder and revolving with it, while the eccentric guide *wwww* is firmly bolted to the immovable external cylinder. Thus it will be seen that the studs *vvvvvvv* must follow all the eccentricities of the guide *wwww* whether the engine works backwards or forwards, and these studs being connected by rods and crossheads with the slides or pistons on which the motive power acts in the interior of the engine, compels these slides or pistons to assume a corresponding position to the studs, thus causing these slides or pistons to alternately project and recede from the face of the internal cylinder, and so pass the abutments of the engine at the proper moment, which movement is more distinctly shown in fig. 4, *FFF* covers to apertures for inserting valves *hhh*, fig. 2, *d* shaft of internal cylinder, *qq* joint opening engine, *rrrr* screw bolts connecting joint *qq*, *xx* brasses in which shaft *d* revolves, *yy* screw bolts securing brasses *xx*, *zz* vulcanized india-rubber cushions with adjustable screw, keeping these slides or pistons on which the motive power acts close to internal face of external cylinder, more clearly shown in fig. 4, *sss* cast-iron bed of engine.

Figure

Improved Rotary Engine.

Figure 4 is a section through CD, fig. 3 and fig. 2, with the radii of the governing wheel *uuuuuuu*, fig. 3, turned so as to coincide with the sectional line CD, *aaaaaaa* external cylinder, *bbbbbbb* internal cylinder, GG jacket covering external cylinder, *cc* steam or other motive power space, *dd* shaft of internal cylinder, *ee* slide or piston on which motive power is acting, *ff* slide or piston just past abutment and coming into position of active slide or piston, *hh* gun-metal inlet valve, showing through section of exhaust chamber, *iii* sockets cast solid with external cylinder, in which valves *hh* revolve, *kk* exhaust chamber over valve, *ll* exhaust passages connecting exhaust chambers over valves with main exhaust pipe *mm*, *n* lever for turning valves, *p* handle for turning valves, *ssss* cast-iron bed to engine, *ttt* inlet pipes to valves, *uuuu* governing wheels, showing slot in radii of same in which blocks of studs *vvvv* and crossheads *HHHHHHHH* slide, *www* eccentric guide bolted to external cylinder in which studs *vvvv* move, *xxxx* brasses in which shaft *dd* revolve, *yy* screw bolts keeping brasses *xxxx* in place, *zzzz* vulcanized india-rubber cushions with adjustable screws keeping slides or pistons *ff* and *ee* in proper contact with internal face of external cylinder, *KKKK* rods connecting blocks of studs *vvvv* with crossheads *HHHHHHHH*, *LLLLLLLL* rods connecting crossheads *HHHHHHHH* with slides or pistons *ff*, and *ee* working through glands *MMMM*. It will thus be seen that the slides or pistons *ff* and *ee* in the interior of the engine are compelled to assume the position desired by means of the studs *v*, the crossheads *H*, and the connecting rods *K* and *L*; *NN* set screws keeping governing wheels *uuuu* in place. When it is desired to disconnect the engine for examination, the set screws *NN* are taken out and the governing wheels *uuuu* are drawn along the shaft *dd* in a line with their keys *PP*, close to the brasses *xxxx*, thus completely disconnecting the studs *v* from the eccentric guide *www* and the crossheads *H* from the connecting rods *L*, *TTTT* metallic spring packing closing on internal cylinder and pressing against back of eccentric guide, thus keeping joint between internal and external cylinder tight and compensating for wear; this packing is more distinctly shown in fig. 5.

Figure 5, detail of end of engine, *uuuuuuuuuu* portion of governing wheel, showing V-shaped slots in which studs *v* and crossheads *H* travel, the back plates which retain them in these slots being removed for this purpose, *GGG* jacket forming exhaust passages, *aa* external cylinder, *bbbbbb* internal cylinder, *d* shaft of internal cylinder, *www* eccentric guide bolted to external cylinder, *TTT* spring packing closing on internal cylinder, broken through at *W* to show joint between internal and external cylinders, *VV* screws to prevent spring packing revolving with internal cylinder, *MMMMMM* glands through which rods *LLLLLL* work, connecting slides or pistons *e* and *f* in the interior of the engine with crossheads *H* on the exterior; *FFF* apertures for the insertion of valves, *ss* cast-iron bed to engine.

Figure 6, section through inlet pipe valve, tongue keeping joint between internal cylinder and abutment tight, and through slide or piston passing abutment *hh*, gun-metal valve *hhh*, fig. 2, *iii* sockets in which valves revolve, *XX* seat of valve, *n* lever turning valve, *E* hand-screw keeping valve *hh* up to sockets *iii* and seat *XX*, *F* cover to aperture for the insertion of valve in which hand-screw *E* works, *gg* metal-tongue keeping joint between face of internal cylinder and abutments in external cylinder tight and compensating for wear, kept down by springs from the top as shown in drawing, *fff* slide or piston passing abutments, *YY* slots through slide or piston so as to allow free circulation of steam round it while in the act of projecting from and receding into the internal cylinder, *LL* rods connecting slides or pistons with crossheads *H*, *RR* metal tongues, making ends of slides or pistons steam tight and compensating for wear, kept to its work by springs at back in the same manner as tongue *gg*, *aaa* external cylinder, *bbb* internal cylinder, *TT* spring packing, *tt* inlet pipe, *kk* exhaust chamber over valve.

Figure 7, valve *hh*, fig. 6, withdrawn from sockets.

Figure 8, valve *h*, on its seat, showing motive power shut off. When in the direction of the black dotted line the engine will be working forward, and when in direction of the blue it will be working backward, *g* metal tongue kept to its work by pressure of steam passing through slots 2 2 instead of springs.

Figure 9, section through crosshead *H*, rod *K*, stud *v* and its block, and india-rubber cushion *z*, *H* is the crosshead, *K* rod screwed into same, 2 screw-nut holding up stud *v* and its block, *z* vulcanized india-rubber cushion, 3 screw-nut compressing india-rubber cushion. It will be observed that as the stud *v* and the india-rubber cushion *z* slide freely on the rod *K* that by adjusting the screw nuts 2 and 3 any desired pressure can be brought to bear on the face of the slides or pistons *e* and *f* when in contact with the external cylinder, as the india-rubber cushion *z* will yield a little while the stud *v* is passing over the highest points of the eccentric guide, and thus lock the slide or piston steam-tight with just sufficient pressure against the inside of the external cylinder.

Figure 10, under view of crosshead *H*.

Figures 11 and 12, sections through end of slide or piston showing triangular-shaped metal packing kept to its work by the pressure of steam instead of using springs. If desired, instead of using the grooved eccentric guide as shown in drawings, a single rib of metal bent to the same eccentricity as this guide and lying between double studs set in double blocks could be used. When working engines of large diameter the governing wheels can be dispensed with, by throwing down a slotted guide from the sides of the glands *M* and fixing the studs *v* with their blocks and india-rubber cushions right on to the ends of the piston-rods *L*. The eccentric guide can then be contracted in diameter so as to take the studs, and can be secured to the bed or other immovable part of the engine.

Dated at Sydney, the first day of September, A.D. 1875.

ROBERT VAILE.

Auckland, New Zealand, September 1, 1875.

WANT & JOHNSON,
Agents for Robert Vaile, Auckland, New Zealand.

This is the specification referred to in the annexed Letters of Registration, and marked A, granted to Robert Vaile, this third day of November, 1875.

HERCULES ROBINSON.

REPORT.

Improved Rotary Engine.

REPORT.

Sydney, 14 October, 1875.

SIR,

In returning to you Mr. Robert Vaile's Petition, specification, and drawings of his "improved Rotary Engine for applying the motive power of steam, water, atmospheric air, and similarly acting motive powers," transmitted for our report under your B.C. communication of the 5th instant (No. 75-6,683), we do ourselves the honor to state that Mr. Vaile does not affix any specific claim to his specification; but assuming that the drawing in connection with his specification precisely fixes all the particulars of his improvements, we are of opinion that Letters of Registration may be granted in accordance therewith.

We have, &c.,

GOTHER K. MANN.
CHAS. WATT.

THE PRINCIPAL UNDER SECRETARY.

[Drawings—three sheets.]

FIG. 3.
END ELEVATION

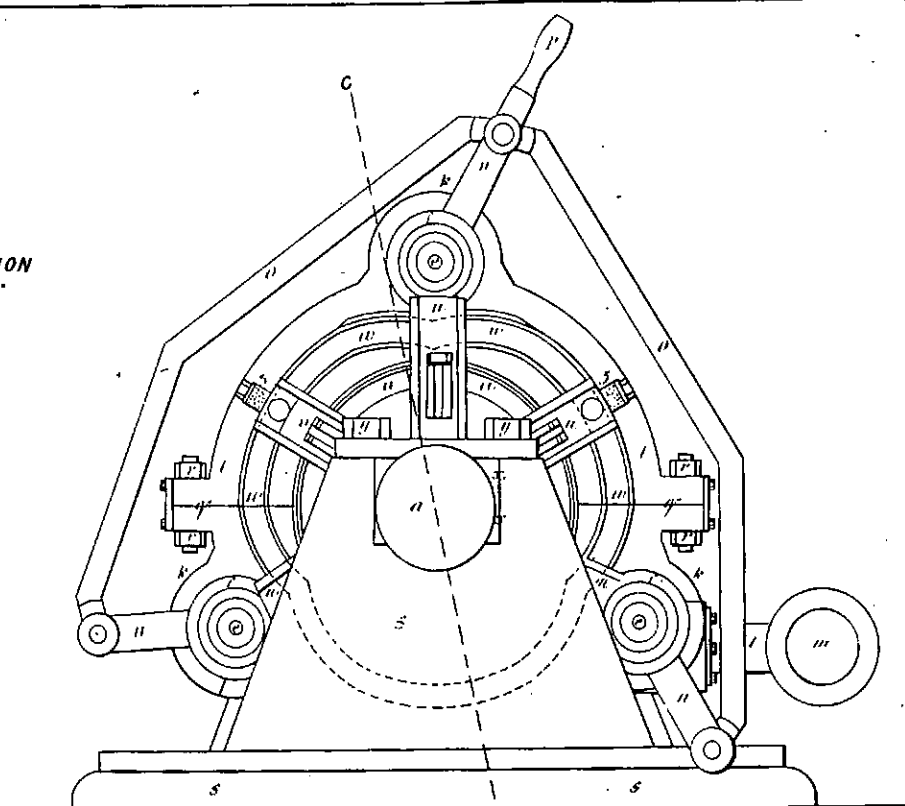
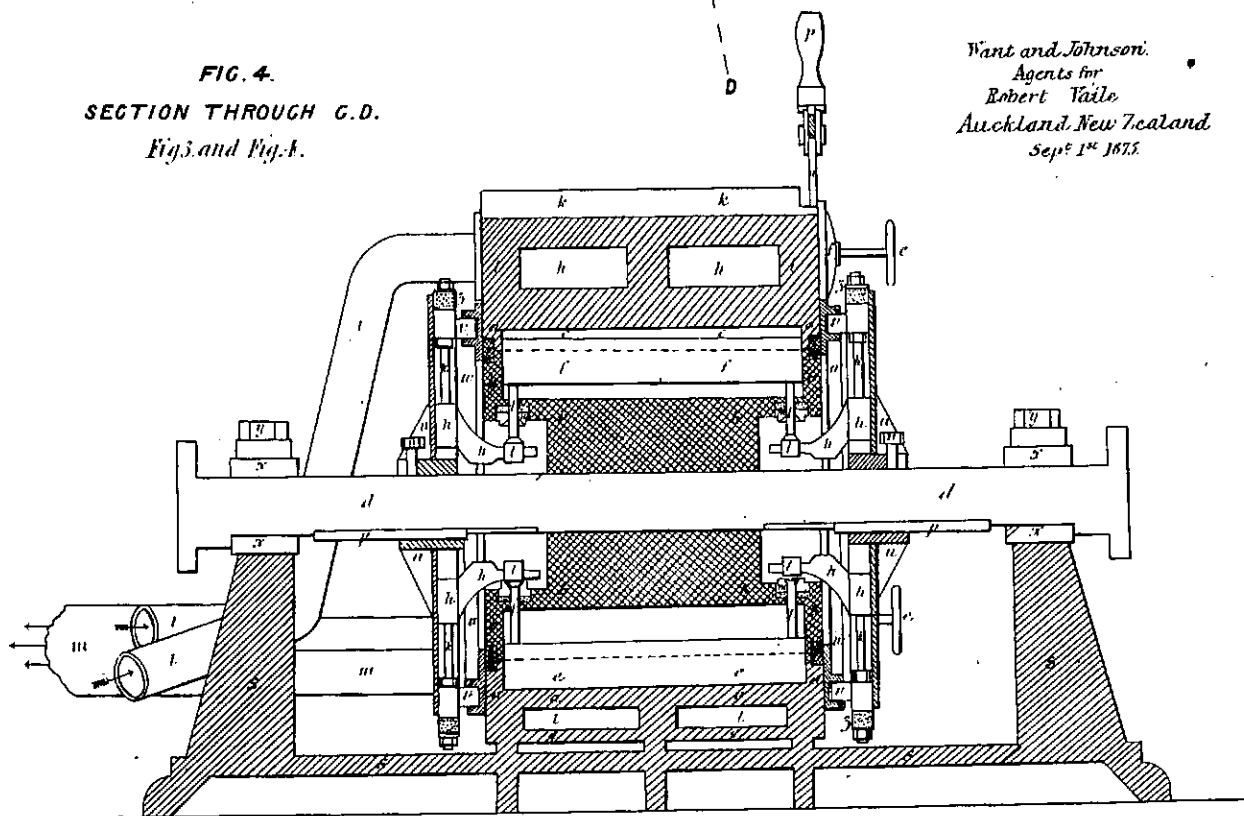
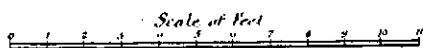


FIG. 4.
SECTION THROUGH G.D.
Fig. 3. and Fig. 1.



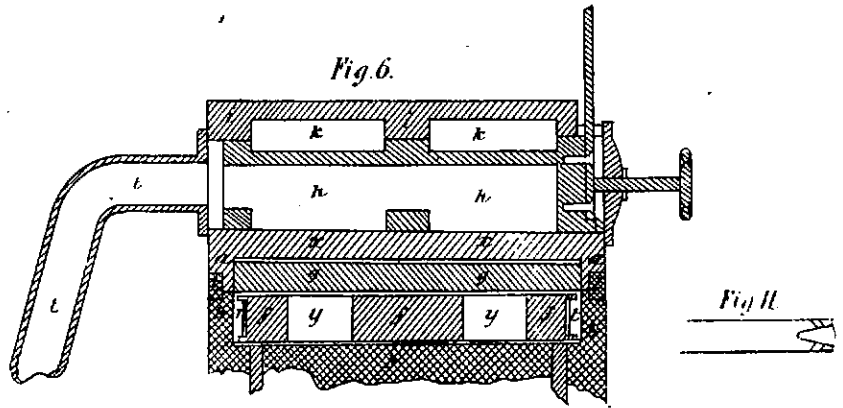
Went and Johnson.
Agents for
Robert Vaile
Auckland, New Zealand
Sept 1st 1875.



This is the Sheet of Drawings marked C, referred
to in the annexed Letters of Registration granted
Robert Vaile, this third day of November 1875.

Heracles Robinson.

(Sig. 1.)



Went and Johnson
Agents for
Robert Vaile
Auckland New Zealand.
Sept 1st 1875.

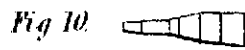
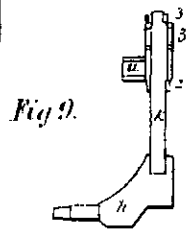
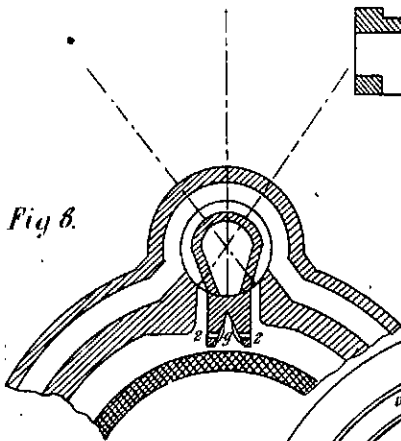
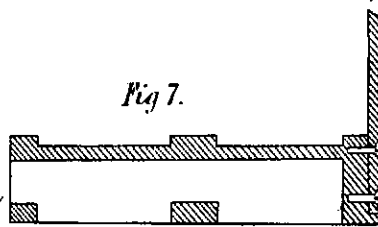
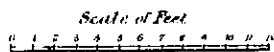
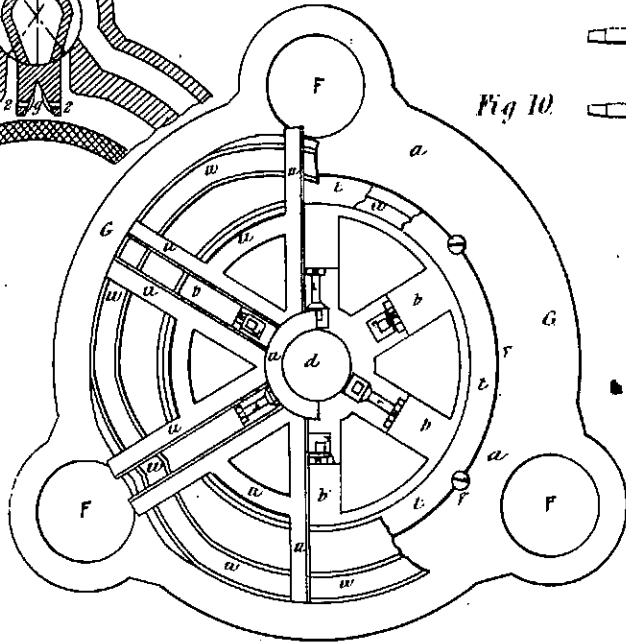


Fig 5.



This is the Sheet of Drawings marked D referred to
in the annexed Letters of Registration granted to
Robert Vaile this third day of November 1875.

Hercules Robinson.

(Sig 3).



A.D. 1875, 30th November. No. 497.

THE LAUNDRESS'S FRIEND.

LETTERS of REGISTRATION to Joseph Gerrish Barron, for an Invention termed the Laundress's Friend.

[Registered on the 1st day of December, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting :

WHEREAS JOSEPH GERRISH BARRON hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention termed the "Laundress's Friend," which is more particularly described in the specification, marked A, and the two photographs, marked respectively B and C, which are hereunto annexed ; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four ; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years : And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said Joseph Gerrish Barron, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof ; to have, hold, and exercise unto the said Joseph Gerrish Barron, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended : Provided always, that if the said Joseph Gerrish Barron shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this thirtieth day of November, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

The Laundress's Friend.

A.

SPECIFICATION of the Invention of JOSEPH GERRISH BARRON, termed the "Laundress's Friend."

My invention consists of a machine which is made of tin, with a wooden handle, and is intended to be used in washing linen, cotton, or woollen goods of whatever kind or nature.

My machine is constructed in a cylindrical shape, nine inches in diameter, with top closed, and divided into compartments or sections, with a conical top to carry a wooden handle for using the machine.

Figure 1, in the photographs accompanying this specification, represents the machine as above described.

Figure 2 shows the lower section of the cylinder with the said compartments, each open at the bottom, and air-tight in the top.

To use this machine, press it down by the handle upon the goods to be washed, which have previously been inserted in an ordinary washing-tub or other suitable receptacle, with water and soap in it just as if it was intended to have washed such goods by hand in the ordinary manner. The effect of the pressure is to force the air, confined in the compartments in the cylinder, through the water, and causing a circulation of such air through the goods, which, upon lifting the machine from the goods, simply reverses the action by suction, drawing the water through the linen by a vacuum being created in such cylinder.

The pressing and lifting of the machine is repeated until the goods are washed, the action of the person using the machine being very similar to that of a person using an ordinary churn.

Having thus described the nature of my said invention, and the mode of using the same, I would have it understood that I do not confine myself to any shape or size for my machine; but what I claim is, the making and using of my said machine in the manner as hereinbefore substantially described.

J. G. BARRON.

This is the specification, marked A, referred to in the annexed Letters of Registration granted to Joseph Gerrish Barron, this thirtieth day of November, 1875.

HERCULES ROBINSON.

REPORT.

Sydney, 19 October, 1875.

SIR,

We do ourselves the honor to return to you the documents transmitted to us, under your B.C. communication of the 18th instant, No. 75-7296, which have reference to Mr. J. G. Barron's invention termed "The Laundress's Friend," and we have to report that we see no objection to the issue of the Letters of Registration asked for in terms of Mr. Barron's Petition, specification, and claim.

We have, &c.

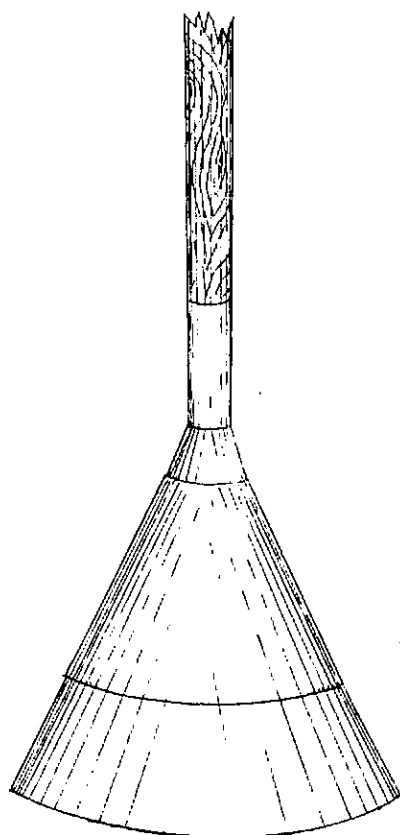
GOTHER K. MANN.

E. O. MORIARTY.

THE PRINCIPAL UNDER SECRETARY.

[Drawings—two sheets.]

FIG. 1.

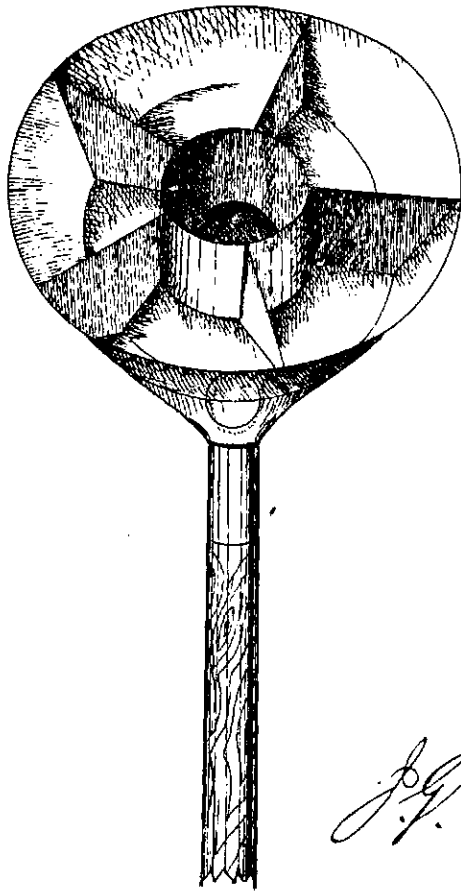


J. H. B.

*This is the Drawing marked B, referred to in the annexed Letters
of Registration granted to Joseph Gorish Barron, this thirtieth
day of November, 1875.*

Hercules Robinson

FIG. 2.



J.G.B.

*This is the Drawing marked C, referred to in the annexed
Letters of Registration granted to Joseph Gerrish Barron,
this thirtieth day of November, 1875.*

Hercules Robinson.



A.D. 1875, 9th December. No. 498.

IMPROVEMENTS IN EXCAVATING MACHINES.

LETTERS OF REGISTRATION to David Wright Brayshay, for Improvements in the construction and arrangement of Excavating Machines.

[Registered on the 11th day of December, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting :

WHEREAS DAVID WRIGHT BRAYSHAY, of Hamilton, in the Colony of Victoria, sheep-farmer, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention for "Improvements in the construction and arrangement of Excavating Machines," which is more particularly described in the specification, marked A, and the two sheets of drawings, marked B and C respectively, which are herewith annexed; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years: And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matter stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said David Wright Brayshay, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof; to have, hold, and exercise unto the said David Wright Brayshay, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended: Provided always, that if the said David Wright Brayshay shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this ninth day of December, in the year of our Lord one thousand eight hundred and seventy-five.

(I.S.)

HERCULES ROBINSON.

Improvements in Excavating Machines.

A.

SPECIFICATION of DAVID WRIGHT BRAYSHAY, of Hamilton, in the Colony of Victoria, sheep-farmer, for an invention intituled "Improvements in the construction and arrangement of Excavating Machines."

EXCAVATING Machines, as at present constructed, have a digging or excavating implement in front of an elevator, running lengthwise with the travel of the implement and discharging into a dirt receptacle behind. When at work this dirt receptacle gets filled in a very short space of time—frequently in half a minute. The excavating implement then has to be lifted out of the ground, and the whole machine driven away to some convenient place for depositing the earth contained in the receptacle. After this the machine has to be driven back again to its work. The whole of this operation takes in average cases about three minutes, so that the time lost by the machine in getting rid of the dirt it has excavated is about six times as long as the machine takes in raising it; or, in other words, the machine is engaged in its proper work of excavating for only one-seventh of its time. This is the great evil which I have remedied; and in this remedy lies the principal, although not the only feature of my invention. In most cases where these machines will be used, the excavated earth is simply required to be deposited in ridges alongside the excavation, as, for instance, in making ditches, railway cuttings, et cetera. Now, for this purpose I dispense altogether with the dirt receptacle, and I alter the position of the elevator, so that it is not in a line with, but at more or less of an angle from the travel of the excavator, the result of which is that the excavated earth rises up the bottom of the digging implement, as in ordinary cases, but is delivered on to the lower end of the elevator or endless travelling-table, and by it is carried away and delivered alongside the excavation then being made. Should the distance from the line of excavation to the line of deposit be greater than one elevator could conveniently be made to carry, two or even more tables might be placed in a line, the one carrying it to the other, until the prescribed distance had been reached. This, however, I look upon as a remote contingency, only one table being in my opinion necessary for all ordinary purposes.

Other features of my invention consist in a novel mechanical arrangement for raising and lowering a peculiarly constructed excavating tool; in the use of an adjustable forward regulating or guide-wheel; in the use of an india-rubber coating for the end rollers over which the elevator is stretched; in the peculiar method of constructing and imparting motion to this elevator; and in the several contrivances for supporting and strengthening the various parts of my machine, as hereinafter more fully described.

The bottom and sides of the excavating tool are made at right angles to each other, the line of its nose being oblique, to enable it to cut into the earth gradually and not all at once. The foremost ends of the sides of this tool recede from the nose obliquely and have a sharp edge on them.

The novel mechanical arrangement for raising and lowering this tool consists in the use of four vertical rods—two on each side—which descend through slots in an upper framing, and are fastened to the sides of and support the said tool. These four rods are connected together at the top by an iron plate, in the centre of which is a circular collar, through which descends the spindle of a screw. This screw works in a fixed female screw, supported by the framing, by revolving in which the whole of these arrangements rise and fall together. A hand-wheel at the top of the screw-spindle is provided for the purpose of operating it.

The adjustable forward regulating guide-wheel is for the purpose of regulating the depth of the cut of the excavating implement. It is placed a little ahead, but not in front of this implement, and runs on a short axle, supported in the two sides of a fork, the stem of which rises upward and passes through an iron lined hole near the end of the pole. This stem is kept in position by means of a wedge or pin, by temporarily removing which the stem and wheel can be raised or lowered.

An india-rubber coating, say a quarter of an inch thick, is given to the end rollers, over which the elevator travels, so as to improve the hold of the canvas and tend to the prevention of its slipping.

The elevator is made of two thicknesses of canvas sewn together, and traversed at intervals of (say) a foot with iron bands or laths, which are attached at either end to a flat chain, both chains and laths being sewn to the canvas. Each of these chains gears over projecting teeth or spikes on the ends of the end rollers over which the elevator is stretched. The chains and laths are used for strengthening, and the former assists the canvas in bearing the strain consequent upon its motion. The laths are placed on the face of the elevator instead of underneath, to prevent their catching against the rollers. This elevator is worked from its lower roller, on one end of which is circular toothed gearing, connected by other toothed gearing (as shown in the drawings, and hereinafter referred to) with a large toothed circle attached to the driving wheel. At the head of the elevator I place a piece of bent metal, to prevent the earth discharging itself there.

Referring to the drawings hereto annexed: Figure 1 shows side elevation; figure 2, plan; figure 3, front elevation; and figure 4, back elevation of a machine constructed according to my invention, with the elevator placed at right angles to the travel of the machine, this being in my opinion the angle at which they will be commonly set. Figure 5 is plan of another modification of my invention, showing the endless table or elevator set at the minimum possible angle to obtain a side delivery of the material excavated. Figure 6 illustrates the gearing to drive the elevator when set at this angle. Figures 7 and 8 show respectively front and end elevation of elevator and end roller, which are alike in both modifications represented in my drawings. A is the excavating tool, A¹ the line of its nose, A² its sharp sides. BB are the four rods supporting the tool A, B¹ the iron plate at the top by which they are connected, B² the collar therein, B³ the screw, B⁴ the fixed female screw through which it works, B⁵ the hand-wheel at the top of screw B³. C is the regulating guide wheel, C¹ the stem of the fork C² (see figure 3) which supports its axle, C³ the wedge or pin for regulating it. D is the elevator or endless travelling table, D¹ the iron bands thereon, D² the iron chains, D³ the iron spikes over which they gear (see figure 8), D⁴ the end rollers, D⁵ the india-rubber coating thereon, D⁶, D⁷, and D⁸ the toothed gearing for driving the elevator from toothed circle D⁹ (see figure 1) on the driving wheel E. D¹⁰ are simply screws for tightening or loosening the elevator. F is the framing of the elevator, supported by the two wheels F¹. This framing is connected to the front part of the machine by bolts and nuts, so as to be easily separable from it should occasion arise. G is the pole. G¹ is an iron strengthening plate; G² is part of the framing in which are the guides for the rods B. H is an angle-iron strengthening bar. I is the draw-bar, and I¹ connecting rods for equalizing the draught.

When

Improvements in Excavating Machines.

When the machine is about to commence a new excavation, the hand-wheel B^s is operated until the nose of the excavating tool A is below the level of the wheel C to the precise extent that the furrow is required to be cut. This will raise wheel C above the ground until the excavator A has entered the earth to the required depth (say for a few seconds or so), when said wheel C will rest on and run along the surface of the ground, preventing the excavator from cutting either more or less than the depth previously determined. The earth excavated runs up the bottom of the excavator, deposits itself on the lower end of the table or elevator, and is by it carried and deposited in a ridge or line parallel to the excavation. Supposing the excavation is required to be wider than the machine can make in one cut, the regulating wheel C is lowered to the level of the excavator and runs in the first cut whilst the second is being made (as shown in the drawings), thus again compelling the excavator to cut neither more nor less than the prescribed depth. If a wide cutting, say for railway purposes, is required, I set my machine to take out a furrow on the outer edge of the intended cutting, up one side and down the other, and so on until the furrows meet in the centre after the whole of that level has been taken off, thus discharging one half of the excavated material on each side of the line. If an embankment be required to be made for a railway or road, I proceed in precisely the opposite way to that just described, excavating the earth nearest to the line of road first and discharging it in the centre, travelling up one side and down the other as before, until the embankment is completed. If, as in the case of a dam, nearly all the earth requires to be taken in one direction, and to a greater distance from the cut than the table will carry, I provide an additional table, or more if required, to attach to the first, so that the first may discharge into the second, and so on until the requisite point is reached.

Having thus described the nature of my invention and the manner of performing same, I would have it understood that I do not confine myself to precise details, so long as the nature of my invention be retained; but I claim—

First and chiefly—The construction of excavating machines without earth receptacles, but with elevators or tables, so constructed as to give a side delivery to the excavated earth, substantially as herein described and explained.

Second—The peculiar construction of the excavating tool, substantially as herein described and explained.

Third—The contrivances herein described for raising and lowering the excavating tool.

Fourth—The use of the adjustable regulating or guide-wheel C.

Fifth—The india-rubber coating for the rollers D^s.

This is the specification, marked A, referred to in the annexed Letters of Registration granted to David Wright Brayshay, this ninth day of December, 1875.

HERCULES ROBINSON.

REPORTS.

SIR,

Sydney, 13 September, 1875.

In returning to you the documents transmitted to us under your B.C. communication of the 25th ultimo, No. 75/5963, and which have reference to David Wright Brayshay's application for Letters of Registration for "Improvements in the construction and arrangement of Excavating Machines," we do ourselves the honor to report that we are of opinion that a grant of Letters of Registration may be issued securing to Mr. Brayshay so much of his invention as is comprised in his first, second, third, fourth, and part of the sixth claim, and excepting the fifth claim and so much of the sixth as relates to the "spikes, D^s, thereon for the chains D^s," these being common appliances in machinery.

We have, &c.,
GOTHER K. MANN.
JAMES BARNET.

We see no objection to the issue of Letters of Registration in accordance with the revised specification and claim.

THE PRINCIPAL UNDER SECRETARY.

GOTHER K. MANN.
JAMES BARNET.

[Drawings—two sheets.]

D. W. BRAYSHAY'S PATENT.

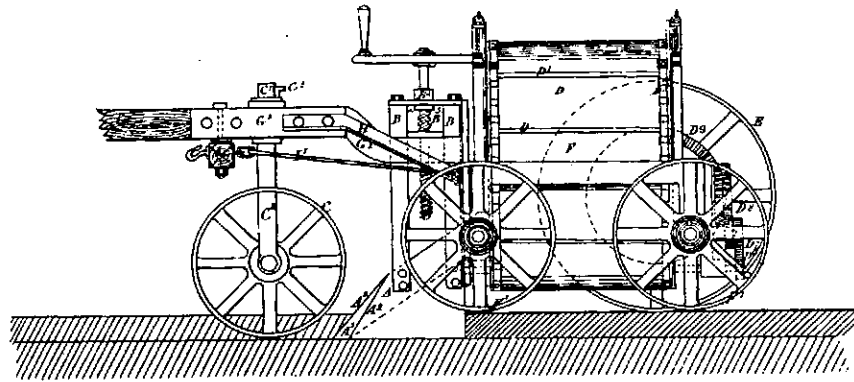


Fig. 1.

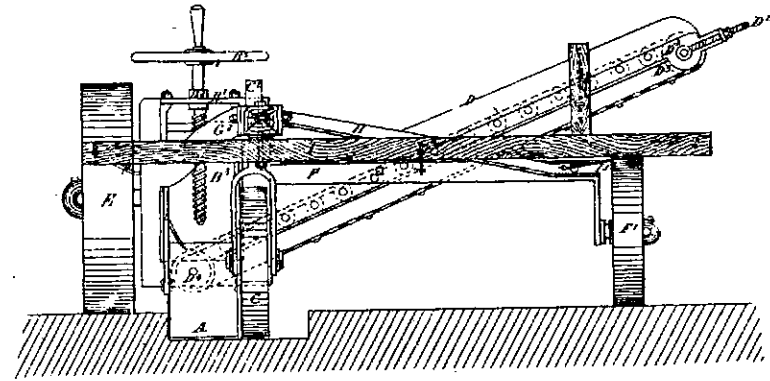


Fig. 3.

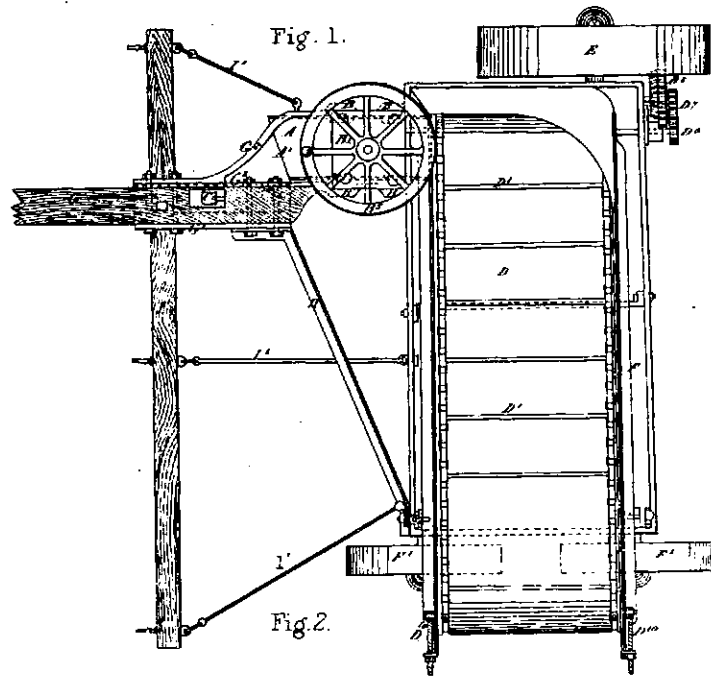


Fig. 2.

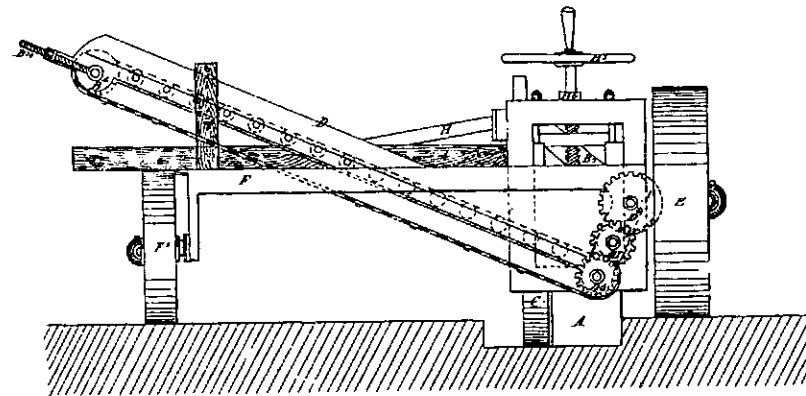


Fig. 4.

*This is the Sheet of Drawings marked B. referred to in the
 annexed Letters of Registration granted to David Wright
 Brayshay this ninth day of December 1875.*

Hercules Robinson.

D. W. BRAYSHAY'S PATENT.

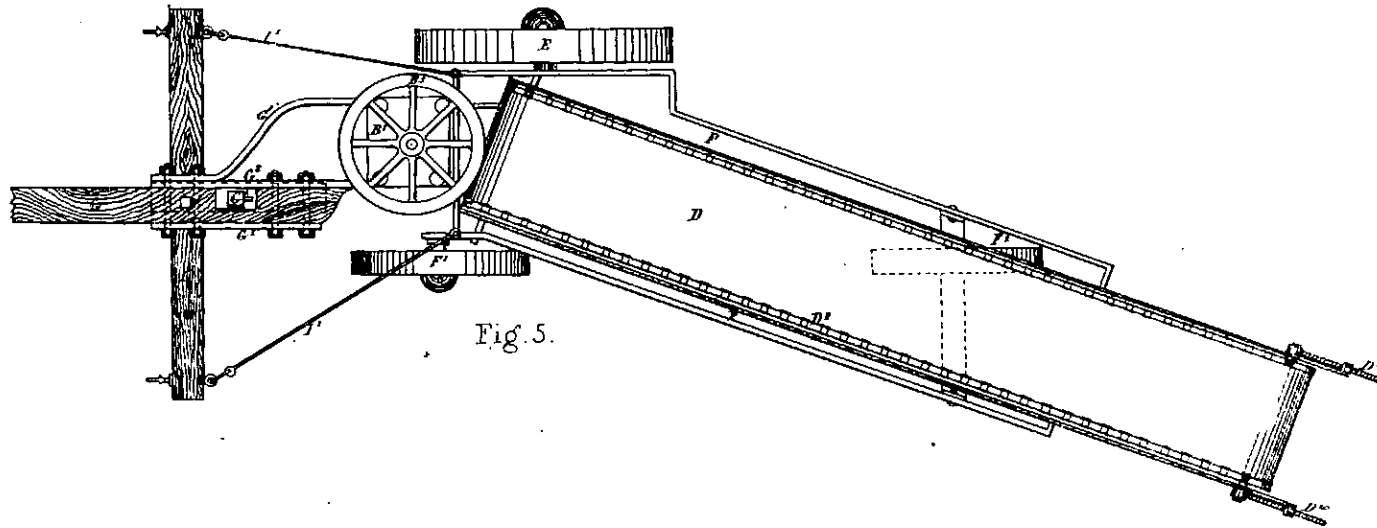


Fig. 5.

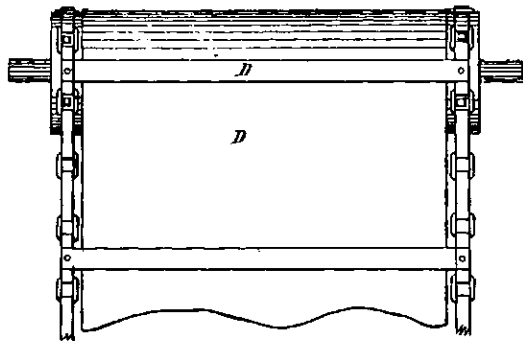


Fig. 7.

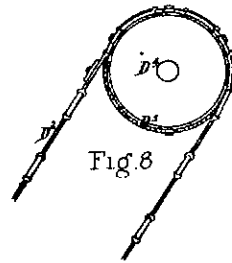


Fig. 8.

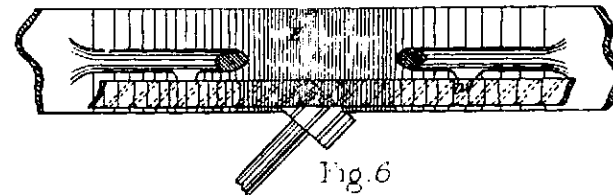


Fig. 6.

This is the Sheet of Drawings marked C. referred to in the annexed Letters of Registration granted to David Wright Brayshay this ninth day of December 1875.

Hercules Robinson.



[A.D. 1875, 9th December. No. 499.]

A NEW OR IMPROVED MODE OF AND APPARATUS OR BALANCE FOR ASCERTAINING THE LOSS OF WOOL IN WEIGHT BY THE PROCESS OF WASHING.

LETTERS OF REGISTRATION to Friedrich Bockhacker, for a new or improved mode of and Apparatus or Balance for ascertaining the loss of wool in weight by the process of washing.

[Registered on the 11th day of December, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Grand Cross of the Most Distinguished Order of Saint Michael and St. George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting :

WHEREAS FRIEDRICH BOCKHACKER, of Hückeswagen, in Rhenish Prussia, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention of "a new or improved mode of and Apparatus or Balance for ascertaining the loss of wool in weight by the process of washing," which is more particularly described in the specification and sheet of drawings which are hereunto annexed; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years: And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said Friedrich Bockhacker, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof; to have, hold, and exercise unto the said Friedrich Bockhacker, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended: Provided always, that if the said Friedrich Bockhacker shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this ninth day of December, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

A new or improved Apparatus or Balance, &c.

SPECIFICATION of invention of FRIEDRICH BOCKHACKER, of Hückeswagen, in Rhenish Prussia, for "a new or improved mode of and apparatus or balance for ascertaining the loss of wool in weight by the process of washing" hereunder detailed.

I, FRIEDRICH BOCKHACKER, of Hückeswagen, in Rhenish Prussia, do hereby declare the nature of the said invention to be for "a new or improved mode of and apparatus or balance for ascertaining the loss of wool in weight by the process of washing."

The particulars are as follows:—

This invention will be best understood by reference to the annexed drawing which is a vertical section through my said apparatus. It consists mainly in a deep vessel A, by preference cylindrical, which is filled with water up to the line E,F; G is a float which at the top is formed with or carries a basin or saucer for receiving the wool to be judged as to its growth and quality. These things being ascertained, the wool is pressed down into the float G to the very bottom IL with equal density, and so as to fill the float up to the brim. The filling must be done by only adding small quantities of wool at a time and not leaving empty spaces between.

The float being filled, a weight N is placed upon the wool and the latter pressed down till the weight will go no further down. The pressing hand being then withdrawn, the weight springs up as far as the natural elasticity of the wool impels it. The point to which the weight is thus lifted by the wool indicates the exact cubic contents of wool on the scale S within the float, and the indication is reflected on to the glass top of the weight N. The weight is now taken away, and it is to be ascertained how far the float G has sunk into the water-vessel A. This is to be seen by means of brass column scales CC outside the vessel A; these scales are divided into degrees marking half an ounce of weight each. If the float has sunk 100 degrees the weight of the wool within is 100 half-ounces.

In order to ascertain how many per cent. the wool loses by washing, a quantity of wool properly washed and cleaned is next placed into the float in the manner described above, and the sinking of the float is ascertained. The difference in the depth to which the float sinks with the unclean and with the clean wool denotes the loss of weight arising from the removal of grease, sand, earth, burs, grass, or other foreign matter.

The quantities of wool to be compared must of course be of equal cubic contents.

In order to ascertain the different degrees of fineness, wool of every sort is pressed into the float and weighed. Equal cubic contents of unequal fineness will give the degree of the latter by the percentage of weights.

By means of this apparatus, or apparatus operating substantially in the same manner, the operator is enabled within a few minutes and with perfect exactness to ascertain the loss of wool by washing, which hitherto, chemical washing being in practice, required at least six hours, not to speak of the time being taken up by the removal of burs, grass, and other foreign matter.

This apparatus assists the wool merchant or manufacturer in a manner never known before. He is enabled to buy wool exactly according to its degree of fineness and profitableness. Hitherto only the eye and touch were the helpmates of the buyer, but this apparatus will, as a third agent, be of essential service.

I claim as my invention:—

First.—The herein-described mode of weighing wool substantially as and for the purpose set forth.
Second.—The apparatus for weighing wool substantially as and for the purpose set forth.

In witness whereof, I, the said Friedrich Bockhacker, have hereunto set my hand and seal, this twenty-sixth day of July, in the year of our Lord one thousand eight hundred and seventy-five.

Witnesses,—

MORITZ POIESZ.
SIEGMUND MEYER.

FRIEDRICH BOCKHACKER,
Zeuge für die richtige Unterschrift Moritz Poiesz.

This is the specification referred to in the annexed Letters of Registration granted to Friedrich Bockhacker, this ninth day of December, 1875.

HERCULES ROBINSON.

REPORT.

Sydney, 17 November, 1875.

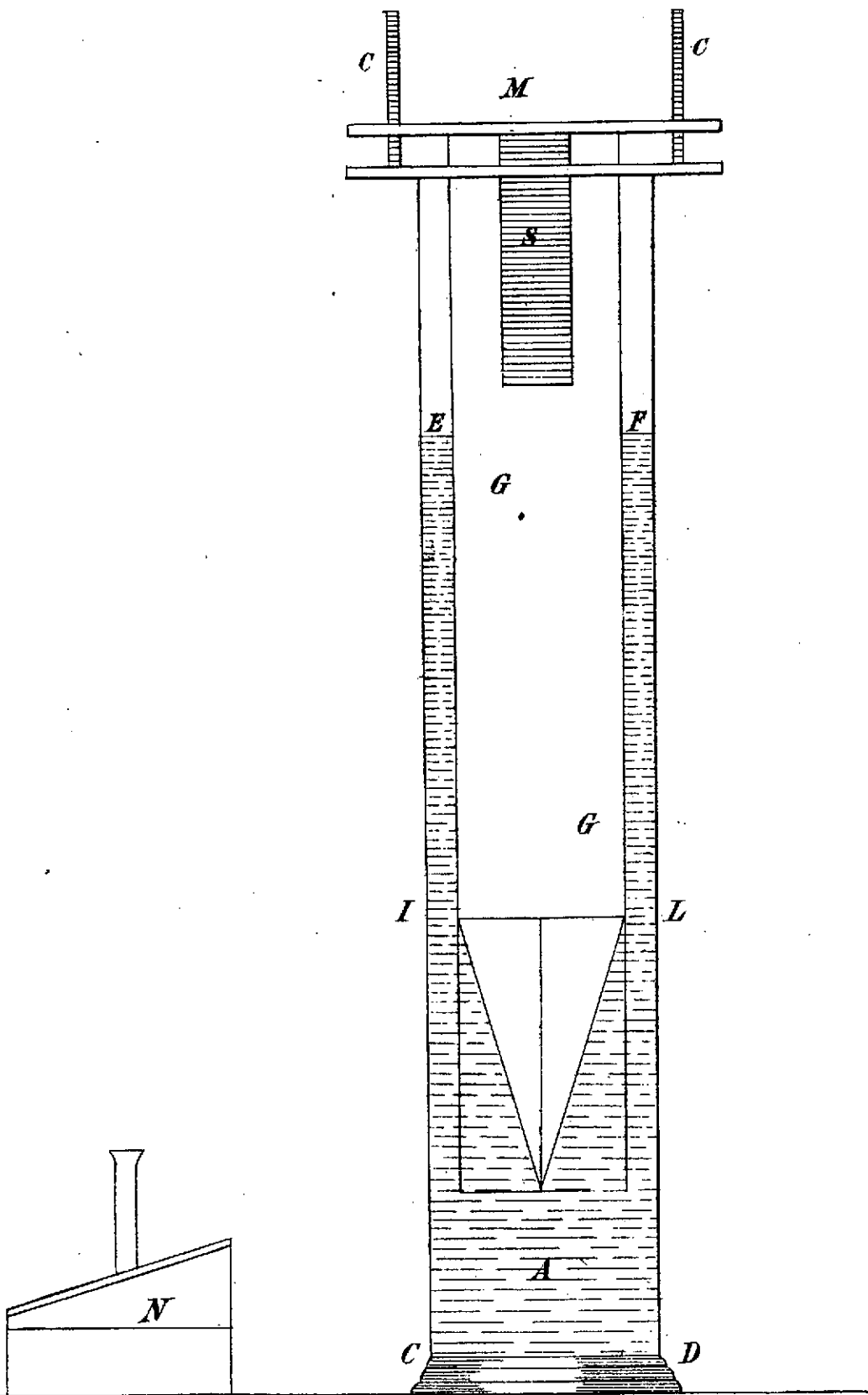
SIR,

We do ourselves the honor to return to you the documents transmitted to us under your B.C. communication of the 11th instant (No. 75-7,811), which have reference to Mr. Friedrich Bockhacker's application for Letters of Registration for "a new or improved mode of and Apparatus or Balance for ascertaining the loss in weight by the process of washing"; and we have to report that we see no objection to the issue of the Letters of Registration asked for in terms of Mr. Bockhacker's Petition, drawing, specification, and claim.

We have, &c.,

GOTHER K. MANN.
A. O. MORIARTY.

THE PRINCIPAL UNDER SECRETARY.



This is the Sheet of Drawings referred to in the annexed Letters of Registration granted to Friedrich Bockhacker, this ninth day of December, 1875.

Hercules Robinson.



A.D. 1875, 9th December. No. 500.

IMPROVEMENTS IN COLONIAL OVENS.

LETTERS OF REGISTRATION to Michael Raleigh, for Improvements in Colonial Ovens.

[Registered on the 11th day of December, 1875, in pursuance of the Act 16 Vic. No. 24.]

BY HIS EXCELLENCY SIR HERCULES GEORGE ROBERT ROBINSON, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Governor and Commander-in-Chief of the Colony of New South Wales and its Dependencies, and Vice-Admiral of the same.

TO ALL TO WHOM THESE PRESENTS SHALL COME, greeting :

WHEREAS MICHAEL RALEIGH, of Sydney Terrace, Canning-street, near Melbourne, in the Colony of Victoria, bricklayer, hath by his Petition humbly represented to me that he is the author or designer of a certain invention or improvement in manufactures, that is to say, of an invention for "Improvements in Colonial Ovens," which is more particularly described in the specification and sheet of drawings which are hereunto annexed ; and that he, the said Petitioner, hath deposited with the Honorable the Treasurer of the said Colony of New South Wales the sum of Twenty Pounds sterling, for defraying the expense of granting these Letters of Registration, as required by the Act of Council, sixteenth Victoria, number twenty-four ; and hath humbly prayed that I would be pleased to grant Letters of Registration, whereby the exclusive enjoyment and advantage of the said invention or improvement might be secured to him for a period of fourteen years : And I, being willing to give encouragement to all inventions and improvements in the arts or manufactures which may be for the public good, and having received a report favourable to the prayer of the said Petition, from competent persons appointed by me to examine and consider the matters stated therein, and to report thereon for my information, am pleased, with the advice of the Executive Council, and in exercise of the power and authority given to me by the said Act of Council, to grant, and do by these Letters of Registration grant unto the said Michael Raleigh, his executors, administrators, and assigns, the exclusive enjoyment and advantage of the said invention or improvement, for and during the term of fourteen years from the date hereof ; to have, hold, and exercise unto the said Michael Raleigh, his executors, administrators, and assigns, the exclusive enjoyment and advantage thereof, for and during and unto the full end and term of fourteen years from the date of these presents next and immediately ensuing, and fully to be complete and ended : Provided always, that if the said Michael Raleigh shall not, within three days after the granting of these Letters of Registration, register the same in the proper office in the Supreme Court, at Sydney, in the said Colony of New South Wales, then these Letters of Registration, and all advantages whatsoever hereby granted, shall cease and become void.

In witness whereof, I have hereunto set my sign manual, and have caused the present Letters of Registration to be sealed with the seal of the said Colony of New South Wales, at Government House, Sydney, in New South Wales, this ninth day of December, in the year of our Lord one thousand eight hundred and seventy-five.

(L.S.)

HERCULES ROBINSON.

Improvements in Colonial Ovens.

SPECIFICATION of MICHAEL RALEIGH, of No. 6, Sydney Terrace, Canning-street, Carlton, near Melbourne, in the Colony of Victoria, bricklayer, for an invention intituled "Improvements in Colonial Ovens."

THIS invention consists of certain improvements in Colonial Ovens, which have been devised for the purpose of assisting to equalise the heat therein. The essential feature of my invention lies in the introduction of a double flue underneath one of the shelves, running longitudinally from end to end of the oven and parallel to each other, or, in other words, it might be described as one large flat flue divided in the centre by a vertical partition so that one half is behind the other. The draught in these flues I make to travel in opposite directions by leading the heat from one side—say the left-hand side—of the fire underneath the oven up to the front flue, and so through it to the right hand side, and from thence to the corner flue whilst the heat from the right-hand side of the fire I conduct to the back flue, through which it travels until it reaches the other end, where it is discharged into a passage leading to the corner flue.

By means of these cross draughts running through flues which traverse the baking space in the oven the heat is more equalised than by the present method, so that the cooking will proceed from both top and bottom of the joint or pastry to an approximately equal extent, in addition to which the vertical partition between the two new flues is a great strengthener to the shelf under which it is fixed.

In the drawings figure 1 is a front perspective and figure 2 end elevation of one of my ovens; A is the front flue, B the back flue, and C the vertical partition. The course of the draught is indicated by arrows; D is the handle of a flue door, D' fitting underneath both flues so as to admit of their being cleaned out by the usual brushes.

Having thus described the nature of my invention and the manner of performing same, I would have it understood that I do not confine myself to the size of the flues or ovens, or to the material of which they may be made or manufactured, nor to the precise position of my new flues, so long as they run through the baking space, but I claim—

The introduction of flues A and B into Colonial Ovens, substantially as herein described and explained.

This is the specification referred to in the annexed Letters of Registration granted to Michael Raleigh, this ninth day of December, 1875.

HERCULES ROBINSON.

REPORT.

Sydney, 16 November, 1875.

SIR,

In the matter of the application of Mr. M. Raleigh for Letters of Registration for "Improvements in Colonial Ovens," which has been referred to us, we have examined the specification and drawing accompanying the same, and have now the honor to report that we see no objection to the issue of Letters of Registration as prayed for.

We have, &c.,
J. SMITH,
JAMES BARNET,
Colonial Architect.

THE PRINCIPAL UNDER SECRETARY.

[Drawings—one sheet.]

RALEIGH'S PATENT

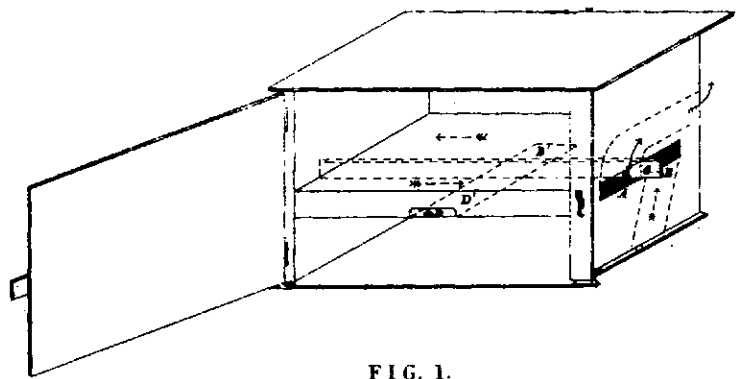


FIG. 1.

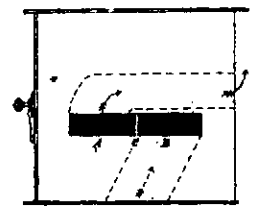


FIG. 2.

*This is the Sheet of Drawings referred to in the annexed
Letters of Registration granted to Michael Raleigh this
ninth day of December 1875*

Hercules Robinson