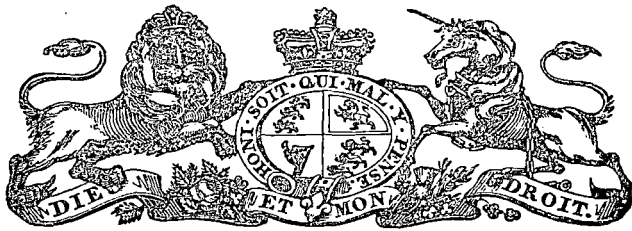


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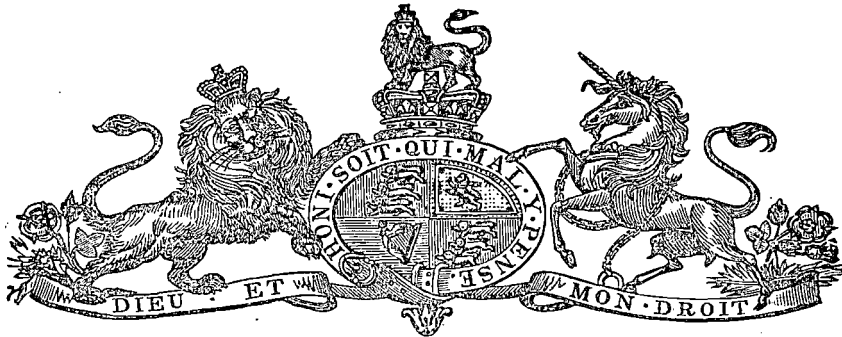
1887.

PARLIAMENT OF TASMANIA.

MR. JAMES TAYLOR'S CLAIM, FERRY-BOAT
"KANGAROO :"

REPORT FROM THE SELECT COMMITTEE, WITH MINUTES
OF THE PROCEEDINGS AND EVIDENCE.

Brought up by Mr. Lewis, and ordered by the House of Assembly to be printed,
Tuesday, November 15, 1887.



SELECT COMMITTEE appointed, on the 6th October, 1887, to enquire into and report upon the Claim for extra Service made by MR. JAMES TAYLOR, of the Ferry-boat Kangaroo, as detailed in a Petition laid upon the Table of this House on the 13th September.

MEMBERS OF THE COMMITTEE.

MR. NICHOLAS BROWN.
MR. GRAY.
MR. HAMILTON.

DR. CROWTHER.
MR. DOOLEY.
MR. LEWIS. (*Mover.*)

DAYS OF MEETING.

Friday, 21st October. Tuesday, 25th October. Thursday, 27th October. Wednesday, 2nd November.
Tuesday, 8th November. Friday, 11th November.

WITNESSES EXAMINED.

Mr. W. Smith, Mr. J. Taylor, Hon. E. N. C. Braddon, Hon. N. J. Brown, Hon. W. H. Burgess.

R E P O R T.

THE Committee appointed to enquire into the claim made by Mr. James Taylor for compensation for extra service, consisting of one extra trip per day in summer, and two in winter, alleged to have been undertaken by him at the request of the Government, having examined Mr. Taylor and several witnesses, and carefully perused and weighed all the documentary evidence relating to the matter, now have the honor to report as follows:—

On the 1st April, 1878, Mr. Taylor entered into a Contract under seal with the Government by which, in consideration of the annual sum of £200 to be paid to him by the Government, he agreed to run the steam-boat *Kangaroo* at the times and rates of fares and in the manner expressed in certain conditions annexed to the Contract; one of these conditions is to the effect that four trips are to be made in winter, and five in summer, all at stated times.

During the years 1883 and 1884 negotiations were entered into between the Government and Mr. Taylor to provide for better and more frequent communication between Hobart and Bellerive. The outcome of these negotiations was that a Contract under seal, dated the 9th March, 1885, was entered into between the Government and Mr. Taylor, by which the Government agreed to advance to Mr. Taylor, on the security of the boat, the sum of £2200 to pay off certain mortgages on the boat, and to provide for the purchase of and fitting of a new boiler, and for repairing the ship, and further agreed to pay the sum of £200 annually, and in consideration of this Mr. Taylor amongst other things agreed that the ship should make six trips at specified times every day except Sunday and certain other days mentioned in the conditions annexed to the Contract. This Contract was signed by Mr. Taylor in the presence of and under the advice of his legal adviser. Mr. Taylor has, since signing this Contract, contended that verbal promises were made that he was to receive extra remuneration for the extra service demanded of him, and that it was represented to him that Parliament would be asked to agree to an extra subsidy for the extra service.

Your Committee have carefully weighed the evidence upon this point, and have come to the conclusion that there is nothing in the evidence to justify Mr. Taylor's contention that the Contract under which the boat was worked from 9th March, 1885, to 21st May, 1887, should be varied by any verbal representations such as he believes were made to him.

At the close of last year further negotiations were entered into between the Government and Mr. Taylor, and an agreement in writing was signed by Mr. Taylor to the effect that he would reduce the fares on produce by one-half, provided he received an additional subsidy of £100. A slight alteration was made in the times at which the various trips were to be made, but no objection was made by Mr. Taylor to running the six trips per day. This agreement in writing was embodied in a deed which Mr. Taylor refused to sign for some time, in fact, until the Minister of Lands (Mr. Braddon) persuaded him to do so on the understanding that his claim should be brought before Parliament by the Member for the District. This contract bears date the 21st May, 1887, and by it Mr. Taylor again agrees that the steamer shall run six trips every day except Sunday and certain other specified days. Neither in the promise made by the Minister of Lands nor in the evidence produced can your Committee find any sufficient warrant for the claim set up by Mr. Taylor, and they are of opinion that the prayer contained in his Petition should not be granted.

N. E. LEWIS, *Chairman.*

Committee Room, 11th November, 1887.

MINUTES OF PROCEEDINGS.

FRIDAY, 21ST OCTOBER, 1887.

Present—Mr. Hamilton, Mr. Dooley, and Mr. Lewis.

Mr. Lewis was voted to the Chair.

The Chairman tabled the Petition of Captain James Taylor in reference to his claim for compensation for extra service alleged to have been done by him for, and at the request of, the Government.

Ordered, That Captain James Taylor be called to attend and give evidence before the Committee on Tuesday, the 25th instant, at 2:15 P.M., and an official of the Public Works Department to produce all contracts and correspondence *re* the Kangaroo Ferry at the same time.

The Committee adjourned until Tuesday, the 25th instant, at 2:15 P.M.

TUESDAY, 25TH OCTOBER, 1887.

The Committee met at 2:15 P.M.

Present—Mr. Lewis (Chairman), Hon. Nicholas Brown, and Mr. J. Hamilton.

The Minutes of previous Meeting were read and confirmed.

Mr. W. Smith called and examined. He produced the agreements entered into between Mr. J. Taylor and the Government in regard to the ferry between Hobart and Bellerive, and correspondence thereon.

Mr. Smith withdrew.

At 3:10 the Committee adjourned till 2:30 on Thursday, 27th instant.

THURSDAY, 27TH OCTOBER, 1887.

The Committee met at 2:30 P.M.

Present—Hon. Nicholas Brown (Chairman), Messrs. Hamilton, Crowther, and Dooley.

Minutes of previous Meeting read and confirmed.

Mr. J. Taylor was called and examined. Mr. Taylor was requested to make out a statement showing actual receipts and expenditure in connection with the *Kangaroo* for the past year.

Mr. Taylor withdrew.

The Hon. Nicholas Brown gave evidence before the Committee.

It was decided that Hon. W. H. Burgess be asked to give evidence on Tuesday next.

At 3:35 the Committee adjourned till 2:30 on Tuesday, November 1.

WEDNESDAY, 2ND NOVEMBER, 1887.

The Council met at 2:30 P.M.

Present—Mr. Lewis (Chairman), Hon. Nicholas Brown, Messrs. Gray, Hamilton, and Crowther.

Minutes of previous Meeting read and confirmed.

Mr. Taylor was called and examined. He produced a balance sheet showing receipts and expenditure of the *Kangaroo* during 1886. Mr. Taylor withdrew.

It was decided that the Hon. E. N. C. Braddon and Hon. W. H. Burgess be requested to attend to give evidence at 3:30 on Tuesday, 8th inst.

At 4 o'clock the Council adjourned till 3:30 on Tuesday.

TUESDAY, 8TH NOVEMBER, 1887.

The Committee met at 2.30 P.M.

Present—Messrs. Lewis (Chairman), Crowther, Gray, Hamilton, and Dooley.

The Minutes of the last meeting were read and confirmed.

The Hon. E. N. C. Braddon, Minister of Lands, was called in and examined.

Mr. Braddon withdrew.

The Hon. W. H. Burgess was called in and examined.

Mr. Burgess withdrew.

The Committee adjourned till Friday, the 11th instant, at 3.30 P.M.

FRIDAY, 11TH NOVEMBER, 1887.

Present—Mr. Gray, Hon. Nicholas Brown, Mr. Dooley, Dr. Crowther, Mr. Lewis (Chairman), and Mr. Hamilton.

The Minutes of the last Meeting were read and confirmed.

The Draft Report was submitted, read, and agreed to.

The Committee adjourned *sine die*.

EVIDENCE.

TUESDAY, OCTOBER 25, 1887.

MR. WM. SMITH *called and examined*.

1. *By the Chairman*.—What position do you occupy? Chief Clerk in the Public Works Department. I produce the several contracts between Mr. Taylor and the Government for the maintenance of the ferry between Hobart and Bellerive.

2. Did Mr. Taylor sign the contract at once—the contract based on the agreement at the beginning of this year? No.

3. What was the cause of the delay? It is given in the following memorandum:—

Public Works Office, Hobart, 4th May, 1887.

Re STEAM FERRY SERVICE BETWEEN HOBART AND BELLERIVE.

IN consequence of certain representations made to the late Administration it was agreed to increase the subsidy paid to Mr. Taylor by £100 (making in all £300 per annum) from January 1, 1887, on Mr. Taylor agreeing in consideration of this to make certain reductions in the fares, &c., and otherwise to perform this service in accordance with the conditions hereto attached. The approval of the Governor in Council for this additional subsidy was obtained under date January 24, 1887. An agreement to this effect was prepared for Mr. Taylor's signature, which, however, still remains unsigned, Mr. Taylor claiming that he is entitled to a further sum on account of the extra trips he is required to run all the year round, and stating that the additional £100 sanctioned as above was only claimed by him on account of reductions in fares. I intimated to the Minister of Lands Mr. Taylor's verbal representations, but the Minister declined to entertain them, and Mr. Taylor undertook to interview the Government on the matter. I received no intimation of any decision being arrived at by the late Government. I informed the late Minister that Mr. Taylor had declined to sign the agreement, and he directed me not to allow any claim for subsidy to be forwarded to the Treasury for payment unless this was done. Mr. Taylor's accounts for this service for the months of January, February, March, and April (attached), amounting in all to £100, have therefore not been paid.

WILLIAM SMITH, *Chief Clerk Public Works*.

4. *By Mr. Brown*.—Did you hear anything about this claim previous to the present year? No, not until it came before the Minister owing to Mr. Taylor declining to sign the contract. I produce the agreement which was prepared on 17th January, 1887. Mr. Taylor refused to sign it on the ground that he was entitled to a further payment. I produce the first agreement signed 1878; also the second agreement signed in 1885.

5. Have you any recollection of conversations between Mr. Taylor and myself in my office as to his claim for subsidy in addition to the subsidy in consideration of the reduction of charges? Yes, I believe I have. Mr. Taylor came to your office, and in my presence you stated that the subsidy given was in consideration of all concessions.

6. Do you remember anything being said as to improvement in the machinery of the boat, that the work would be done more expeditiously? I cannot call it to mind.

7. Do you know when the six trips per day began? Six trips per day have been run by the *Kangaroo* since March, 1885,—since the new boilers were put in.

8. *Mr. Brown*.—I call the attention of the Chairman to the fact that upon these documents showing the proposed reduction of charges there is also a schedule of the times at which the additional trips which at the same time were agreed to be run by Mr. Taylor, and that schedule is signed by Mr. Taylor.

THURSDAY, OCTOBER 27, 1887.

MR. JAMES STAINES TAYLOR *called and examined.*

9. *By the Chairman.*—Will you state your case as now before the Committee? I am owner of the steam-ferry *Kangaroo*. My petition (produced) laid before Parliament sets forth my case; it is for compensation for extra service as ordered by the Minister of Lands for the time being.

10. What communication took place between you and the Government relative to repairing the steamer, furnishing her with a new boiler and certain other improvements? There was a good deal of communication; but there was no stipulation as to the number of trips. We were running four trips per day, and my presumption was that such would be continued; but a suggestion was made by the Government to run two extra trips daily,—in fact, that they would require it.

11. Do you remember a meeting taking place between you, Mr. Burgess, and myself, at which the reduced charges were agreed to? That would be about 18 months after the repairs were made.

12. Does your case rest upon what is disclosed in these papers produced? Yes.

13. Do you remember that at the interview referred to you agreed to certain reductions in the fares to be charged, and also to six trips daily being run instead of four as run previously? I remember the circumstances. I do not remember that the trips were mentioned; but the reduction in charges was referred to. There was nothing said about the trips. The schedule stating the times the steamer is to run, prepared by the Treasurer of the day, was signed by me.

14. You say your agreement had nothing to do with the extra trips? No; it was for compensation for reduced charges.

15. The agreement was drawn up, based upon the understanding arrived at between the Treasurer and yourself, by which you would receive £100 additional subsidy in consideration of your reducing the charges, and which you refused to sign? Yes; and I signed it only in consideration of Mr. Braddon saying that my claim would be brought before Parliament. There is no official agreement, I believe, of that; Mr. Braddon merely made a record of it. I would otherwise have refused to sign the agreement in regard to the extra trips.

16. With reference to your statement that the Minister of Lands for the time being promised that your claim should be considered, was there anything, beyond that general statement, that the claim for extra remuneration should be considered, that led you to suppose you would receive an additional amount? The first agreement would never have been signed had you not promised my solicitor that the claim should be considered; and for that purpose you sent for my books.

17. Were you not informed that examination of your books showed that you had no sufficient reason for the claim such as put forward by you, and that the revenue received from working the steamer, together with the subsidy already paid by the Government, showed a fair revenue? I was not informed either by letter or personally. By a side-wind Mr. Lamb told me the steamer was doing well, and I then sent you a balance-sheet showing that I had lost £49 on the year's working.

18. *By Mr. Dooley.*—Can you fix any date when this claim commenced? October 19, 1883.

19. Is this document produced from the Lands Office the first document relating to the transaction? Yes.

20. Do you believe you have a legal claim? I believe so; my legal adviser tells me I have.

21. What was your motive in coming to Parliament? I like to do things quietly, without going to law. If I went to law I would lose money even if I gained the case. I have waited on the Government several times on the matter.

22. You contend that the documentary evidence in this case breaks down, and is filled up by verbal arrangements? Partly so.

23. What is the income from the working of the ferry-boat? I cannot say offhand; but the two extra trips per day cost, for fuel alone, 12s. per day.

24. Will you furnish the Committee with a return of receipts and expenditure for 1886, similar to that produced for 1883? Yes; I will show everything in detail.

25. I notice one item shown in your expenditure, "Dobson & Mitchell, interest, £56": to what does that refer? It is interest on £600 mortgage, but that has been paid off and amalgamated by the Government mortgage over the steamer. I am now paying £110 for a thoroughly equipped, well found, and efficient boat.

26. You admit the boat is now thoroughly efficient and in good order? There is no doubt of that; an expenditure of £1800 having been made on her by the Government.

27. *By Mr. Hamilton.*—How many years have you been in charge of the *Kangaroo*? 25 years.

28. How long had the boat ran without subsidy from Government? Up to 1882.

29. Do you consider yourself as well able to work the boat as any other man? Yes; I am as competent to work the boat well and economically as any other man. I have only paid £5 in damages during the 25 years, and have never had an accident.

30. After 25 years' active and vigorous service, has the remuneration been such as it would be in any other employment? I have never left the boat for 25 years, and could not run her without the subsidy. The radius that the boat gets her traffic from is not more than 10 miles. Before the railway was opened she had the traffic from Campania, Richmond, and for many miles round, but now not more than 50 people in the Cambridge and Clarence districts are compelled to bring their produce by steamer. The settlers are poor, and I have to make my charges suit their cases.

31. *By Mr. Dooley.*—The document produced (dated October, 1883), expresses your willingness to meet the Government, and that you will be pleased to leave the amount of remuneration to the Government: is that correct? Yes.

HON. N. J. BROWN *called and examined.*

32. *By the Chairman.*—Were you Minister of Lands in March, 1885? Yes.

33. Do you remember Mr. Taylor signing a contract with yourself? Yes; Mr. H. Dobson was present, and witnessed Mr. Taylor's signature.

34. Did you verbally promise Mr. Taylor at that time, or previously, that as soon as Parliament met he would be paid for extra services? No, certainly not.

35. During the negotiations did anything occur that might have led Mr. Taylor to infer that he would be paid for the two extra trips? Nothing that I am aware of—at the present time I can recall nothing. Mr. Taylor was, I remember, told distinctly that Ministers of themselves could only undertake to pay the amount that was agreed to be paid, and he must sign the agreement with the full knowledge that this was the full extent to which the Government could go.

36. Did Mr. Taylor make any claim for extra services in the past or for the future during the negotiations which ended in the signing of the agreement of December 30, 1886? I heard nothing of any claim for extra services until Mr. Taylor was called upon to sign the agreement of 1887, by which he was to obtain an additional subsidy of £100 in consideration of reducing the fares. He then raised the question as to his having during the two previous years rendered two extra trips daily, for which he maintained he had practically received no payment. At that time he reminded me of a conversation that had taken place at the signing of the agreement of 1885, and I then distinctly denied, as I deny now, that Mr. Taylor was led to believe that Parliament would be moved in any way by Ministers to grant him any subsidy beyond that which was agreed to be paid.

WEDNESDAY, NOVEMBER 2, 1887.

MR. TAYLOR'S *examination continued.*

37. *By the Chairman.*—Have you prepared the return asked for? Yes, I produce it, showing a loss of £119 on the accounts for 1886.

38. Will you state precisely and in detail the nature of your claim against the Government? It is embodied in my petition to Parliament (produced).

39. When did the extra service for which you claim compensation begin? When we started running with the new boiler, and after signing the contract in 1885. I claim £117 per annum since that time for two trips extra in winter and one in summer.

40. Do you claim the same amount under the contract signed during the present year? Yes.

41. Were you aware that in the agreement made on 9th March, 1885, between yourself and the Minister of Lands, you agreed to run six trips daily, excepting Sunday and certain other days mentioned, between Hobart and Bellerive? I am quite aware I signed it, but it was on the express condition that this would be settled for afterwards.

42. *By Mr. Brown.*—Had you then for your adviser Mr. H. Dobson? Yes, and he explained the matter.

43. *By the Chairman.*—Are you aware that this contract stipulates that you will run six trips every day, Sunday excepted, between Hobart and Bellerive? I am quite aware of the whole provisions of the contract I signed, but I signed it conditionally.

44. When negotiations were going on in 1886 for the reduction of fares, did you then make any claim like the present one? I did not mention it then because I did not think it relevant to the business then transpiring.

45. You know that in the contracts dated the 9th March, 1885, and the 21st May, 1887, you agreed to make six trips per day, on week days? Yes, but I signed the contract with the distinct stipulation that if the matter was brought before Parliament by the Member for the district, that the Government would use their influence to assist him.

46. *By Mr. Brown.*—Who informed you of that? Mr. Braddon said if the Member for the District took the matter up, that Parliament would favourably consider the claim. It was upon that assurance that I signed the last contract. Mr. Braddon made a record of it.

47. You are aware that the £100 additional subsidy agreed to by the late Government was entirely conditional on certain reduction in fares? Yes.

48. In the printed paper which you sent to Members of Parliament you say—"I was also verbally promised by the Minister of Lands that as soon as Parliament met I should be reimbursed for additional services?" Yes; you led me to believe that.

49. Will you explain the exact meaning of that statement? I meant that the Minister of Lands would use his influence in order to obtain for me extra pay for extra service.

50. *By the Chairman.*—In the memo. furnished by Mr. Braddon, the following words occur: "Mr. Taylor now agrees to sign the agreement on the understanding that he will get the Member of Parliament for his district to bring his case before Parliament"? That is correct. That was his advice also to me—to sign the contract, and he would see what could be done in Parliament.

51. *By Mr. Gray.*—Was not a draft of the agreement which was subsequently embodied in the contract prepared and explained to you, which you signed, and which was subsequently reduced to the agreement under the seal? All that hinged on the question of tariff, and not number of trips.

52. You make your claim for additional compensation, notwithstanding the sealed contract having been signed by you? I am quite aware of the nature of the contract, and also that, legally speaking, I was placing myself out of court when I signed them.

53. *By Mr. Brown.*—In the accounts placed before the Committee, I notice an item, £180, for interest and wear and tear. How is that amount made up? It is 6 per cent. on £3000, being the value of the steamer before the repairs were commenced. I was offered £3000 for her before the repairs were made; now, including the Government lien, I value the boat at £5200.

54. *By the Chairman.*—When you signed the contract in 1885 in Mr. H. Dobson's presence, was anything then said about the increased subsidy for two extra trips per day? It was mentioned to Mr. Dobson, and he simply told me that by signing it I put myself out of court. He advised me to sign the deed. I knew perfectly well what I was signing.

55. *By Mr. Brown.*—By this account you furnish, it appears that after providing for wear and tear and payment of interest on mortgage, you are receiving over £300 per year above working expenses; is that correct? I admit I am receiving £300 per year over working expenses and interest paid to Government, but this includes £240 salary.

56. *By the Chairman.*—When you signed the deed in the presence of Mr. Dobson, what verbal arrangement do you say was made between yourself and the Minister of Lands? Mr. Brown led me to believe that I should be paid for the extra service. Why should he send for my books to examine them if there was no intention to assist me?

57. Did you receive a definite promise that the Minister of Lands would submit to Parliament a vote to recompense you for extra services? I understood so from Mr. Dobson, and also from Mr. Brown. I got a distinct promise, and I thought such promise would override the contract. I presumed it was all right, and that I would be paid for the extra trips.

58. Did you receive a similar promise from the present Minister of Lands? Yes: his words were, "I advise you to sign the agreement. Take my advice and do not go to law. If the matter is before Parliament we will offer no opposition to its being enquired into."

TUESDAY, NOVEMBER 8, 1887.

HON. E. N. C. BRADDON *called and examined.*

59. *By the Chairman.*—Were you Minister of Lands when Mr. Taylor signed the Contract (produced) during the present year? Yes.

60. He said that your words to him were,—“I advise you to sign the agreement. Take my advice and do not go to law. If the matter is brought before Parliament we will offer no opposition to its being enquired into.” Is that correct? The first part is strictly correct. What I said was, that if he had any case and could substantiate that case in Parliament, of course there was that remedy open to him. I said nothing about not opposing it.

61. Did he read over the Contract before signing it? Not in my presence.

62. Was anything said by you that could have led Mr. Taylor to infer that he had either legal or moral claim for extra compensation for extra trips that he had been running since 1885, and was still to run under this Contract? Certainly not, because when he spoke of going to law I told him it was useless, for he had no case. I said he could get the Member for his District to take up the case, and appeal to Parliament on his behalf.

63. *By Mr. Dooley.*—Did he sign the Contract in your presence? He agreed to do so. I think he did not sign it in my presence.

64. Did he lead you to understand that he was acquainted with its contents and provisions? I understood that he was quite familiar with the contents of the Contract.

HON. W. H. BURGESS *called and examined.*

65. Were you Treasurer in 1885? Yes.

66. During the negotiations which ended in the signing of the Contract of 1885, was anything said by you, or in your hearing, of extra compensation being given to Mr. Taylor for the extra trips which he contracted to run? In 1885, when the Contract referred to was made, Mr. Taylor was called upon to run extra trips, the consideration being that the Government should advance him money to pay off the first and second mortgages on his boat, and for which he was paying 9 per cent. interest; also lending him an additional sum of £1200 or £1300 in order to put the boat in order, making in all £2200, which was lent at the reduced rate of 5 per cent. It would have been impossible for him to continue running the boat otherwise, for the boiler was worn out and the engines in such bad repair that the Engineer would not give her a certificate.

67. Between 1885 and the end of 1886 was a claim for extra service put forward to your knowledge? Yes. Mr. Taylor asked me about it on more than one occasion. I invariably declined to recognise any claim on his part on account of the loan advanced him of £2000 odd by the Government.

68. During the negotiations which led up to signing the Contract at the close of December, 1886, was any claim made for extra service performed in the past, or to be performed in the future? No claim was made beyond the verbal claims already referred to.

69. *By Dr. Crowther.*—Do you think Mr. Taylor's claim a just or legal claim? I do not.

70. Is it an equitable one? Certainly not. If the Government had not advanced £1200 for purchasing a boiler and repairing the boat she would have been useless to him.

71. *By Mr. Hamilton.*—Do you recognise the Schedule and Time-table produced? Yes, it is in my handwriting. For the £100 extra payment all the service given was to be rendered. I put in the Time-table to prevent any mistake or difficulty in future. That payment covers everything, and Mr. Taylor is not entitled to anything further.