

(No. 53.)



1860.

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T A S M A N I A.

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**S T. M A R Y ' S H O S P I T A L B I L L .**

**REPORT FROM THE SELECT COMMITTEE.**

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Brought up by Mr. Henty, and ordered by the Council to be printed, 3 October,  
1860.

(No. 53.)

THURSDAY, SEPTEMBER 27, 1860.

18. THE Order of the Day being read for the second reading of the St. Mary's Hospital Bill;

*Resolved*, That the Bill be referred to a Select Committee, to inquire whether it is introduced with the concurrence of the Chief Justice, who is the Referee in the Deed of Trust of St. Mary's Hospital; and whether its provisions are within the spirit and meaning of the said Trust Deed. (Mr. *Henty*.)

*Resolved*, That—

Mr. Button,  
Mr. Gell,  
Mr. Carter,  
Mr. Gregson,  
Mr. Henty,

be of the said Committee.



## REPORT.

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*THE SELECT COMMITTEE appointed to inquire whether the St. Mary's Hospital Bill is introduced with the concurrence of the Chief Justice, who is the Referee of the Deed of Trust of St. Mary's Hospital; and whether its provisions are within the spirit and meaning of the said Trust Deed, have considered the matters to them referred, and have agreed to the following REPORT :*

YOUR Committee, having examined various Witnesses, as well as the Trust Deed of St. Mary's Hospital, find that the property of the Institution cannot be disposed of without the consent in writing of the Chief Justice for the time being of the Supreme Court of this Colony.

That the Chief Justice was applied to by the Trustees for his direction and concurrence in raising a sum by way of Mortgage to pay certain alleged claims. That the Chief Justice replied, that his consent was not required to raising money by way of mortgage for the purpose of paying debts upon the Institution. That although the offer to the Government for the sale of St. Mary's Hospital for £5000 expressed that the Trustees would join in an absolute transfer to the Government of the property, yet your Committee have no evidence before them that the Chief Justice was ever applied to for his sanction or concurrence. The absence of the Chief Justice from Hobart Town has prevented your Committee from inviting His Honor's attendance before them.

That the Trustees and the Chief Justice, by joining in a conveyance to the Government, can give a good title to the property without making it necessary to resort to an Act of Parliament, but that, in doing so, they would commit a breach of trust.

That the Trustees therefore apply for the present Bill, and as an inducement to purchase they offer to repay the Government the £2000 the amount of its subscription; but that the Government has no greater right to the return of its subscription than the other subscribers have to the return of theirs. That according to the terms of the Trust Deed that £2000 would be applied to such other purposes of a charitable and benevolent nature as the Chief Justice for the time being shall direct.

With regard to the second part of the instructions to this Committee,—whether the provisions of the Bill are within the spirit and meaning of the Trust Deed,—the Trust Deed shows that St. Mary's Hospital was established by public subscription to provide for a class of patients superior to those accommodated at the General Hospital. That the building is out of debt, and has the promise of an annual endowment from the Government, and is admirably adapted for the purpose it was designed for.

That an alleged claim or debt is presented to the Trustees by the Medical Officer, Dr. Bedford, for his medical services to the Institution during the past 19 years. That the accounts of the Institution were made up regularly every half year by Dr. Bedford, in accordance with the terms of the Trust Deed. That in such accounts no claim or notice was entered of

a charge for the services of Dr. Bedford. That this claim was not notified to the Trustees until the month of March last. That it was not notified to the Government or to any member of Parliament during the Session of 1859, when the Parliament was applied to by Dr. Bedford for a remission of the £2000 of debt, for the repayment of £620 for interest paid by the Institution thereon, and for an annual endowment, and which applications were acceded to by the Parliament.

Your Committee therefore think that the claim made by Dr. Bedford for his services is not within the spirit and meaning of the Deed of Trust. That the allegation in the preamble of the Bill, that the rules of the General Hospital in Liverpool-street will sufficiently provide for the class of patients for whose benefit St. Mary's Hospital was established, is disproved, inasmuch as the patients there are such as to render it impossible for the better class (for whom St. Mary's was intended) to be properly treated.

Your Committee have this day inspected that building. From the information received from the Resident Surgeon, and their own observation, they are of opinion there is no accommodation for self-paying patients of respectable character. The only inmates on the Female side who are self-paying are two, who are placed in rooms of the most wretched description, and contiguous to the apartments occupied by the Paupers, with only one common means of access to the dormitories.

To make adequate provision for self-paying classes, a large addition of buildings would be requisite, to be isolated and with a separate approach.

In the Male Department there are only two self-paying patients; nor do there exist the means of setting apart more than one Ward for all classes. The Resident Surgeon estimates that the average number of patients who would apply for admission is about 12, if there were proper accommodation to this Institution, or to St. Mary's if the charges there were not so high. He also states that out of the number of Pauper patients at the General Hospital there are only two or three who might be able to pay any portion of Hospital fees.

Your Committee are therefore of opinion that all the allegations in the Preamble of this Bill are not proved, and that the Bill is not in accordance with the spirit and meaning of the Trust Deed.

WM. HENTY, *Chairman.*

3rd October, 1860.

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PROCEEDINGS OF THE COMMITTEE.

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FRIDAY, SEPTEMBER 28, 1860.

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MEMBERS PRESENT :

Mr. Henty.  
Mr. Button.  
Mr. Gell.

Mr. Carter.  
Mr. Gregson.

Mr. HENTY was called to the Chair.

*Joseph Allport, Esquire*, examined.

[Adjourned till Monday, at Twelve o'clock.]

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MONDAY, OCTOBER 1, 1860.

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MEMBERS PRESENT :

Mr. HENTY in the Chair:

Mr. Gell.

Mr. Carter.

*Robert Power, Esquire*, and *Edward S. P. Bedford, Esquire*, examined.

[Adjourned till To-morrow, at Twelve o'clock.]

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TUESDAY, OCTOBER 2, 1860.

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MEMBERS PRESENT :

Mr. HENTY in the Chair.

Mr. Gell.  
Mr. Carter.

Mr. Gregson.

*Edward S. P. Bedford, Esquire*, *Askin Morrison, Esquire*, and *Joseph Allport, Esquire*, examined.

[Adjourned till To-morrow, at Twelve o'clock.]

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WEDNESDAY, OCTOBER 3, 1860.

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MEMBERS PRESENT :

Mr. HENTY in the Chair.

Mr. Gell.  
Mr. Gregson.

Mr. Carter.

Draft Report proposed by Mr. Henty, read, and agreed to.  
*Ordered*, To Report, together with the Minutes of Evidence.

(No. 53.)

LIST OF WITNESSES.

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## MINUTES OF EVIDENCE.

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FRIDAY, SEPTEMBER 28, 1860.

MEMBERS PRESENT:

Mr. Henty.	Mr. Carter.
Mr. Button.	Mr. Gregson.
Mr. Gell.	

MR. HENTY in the Chair.

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*Joseph Allport, Esq., called in; and Examined.*

*J. Allport, Esq.*

28 September, 1860.

1. *Chairman.*] You are the Solicitor of the Trustees?—I don't know that I am. I will explain my position. I was informed a few months ago by the Agent of Mr. John Dunn, junior, that he was applied to by the Trustees of St. Mary's Hospital to lend £2000 on mortgage; in consequence I was placed in communication with Dr. Bedford and with Mr. Charles Butler, who was then, I think, acting as the Solicitor of the Trustees; the money would, I believe, have been lent but for a suggestion made, I believe, by Mr. Pitcairn, that it would be better to transfer the Hospital to the Government upon receiving a sufficient sum to discharge the debts of the establishment.

2. You were consulted professionally by Mr. John Dunn, junior's, Agent?—Yes, I was about to prepare the Mortgage Deed by his instructions.

3. By whom would the mortgage have been given?—By the Trustees of the Hospital, under the clause contained in the latter end of the Deed of Trust.

4. Is there a power in the Deed for Trustees to give receipts for such mortgage moneys?—I am not prepared to give an opinion.

5. Do you consider the security in that Deed sufficient to induce you to advise your client to advance the money?—I explained my opinion of the effect of the Deed, and my client agreed to accept the security. I was, and am, of opinion that it would be a valid mortgage.

6. *Mr. Button.*] Without the consent of the Chief Justice?—The Chief Justice could not concur. There is an express power to sell and to raise money by mortgage, and to give security by mortgage and otherwise, for certain specific purposes, with the consent of the Chief Justice. The power to raise money to pay expenses is not a power to raise money for any of those purposes, and does not require the consent of the Chief Justice; his consent would not affect that power.

7. Is not the consent of the Chief Justice necessary to effect all Mortgages?—Certainly not to all Mortgages.

8. *Chairman.*] Does the latter clause of the Trust Deed authorising mortgages, also authorise the insertion of a power of sale in such mortgages?—It does not, and I was going to prepare the Deed without it.

9. Did you think it necessary, when framing your Deed, to inquire if the Trustees had paid, incurred, or sustained any moneys, costs, charges, or expenses?—I had put into my hands by the Trustees a certificate under their hands stating that they were indebted to Dr. Bedford. That certificate is not in my possession.

10. Were you concerned in making any application to the Chief Justice concerning the proposed Mortgage?—There was an application made before I was employed, and I saw the Chief Justice's reply thereto. I am not now in possession of that document. The application was for his consent to the proposed Mortgage, and his reply was, that it was not a case in which his consent was necessary, or in which he could give his consent; the power he said of raising money for the purposes proposed was vested in the Trustees.

11. Were you employed in connection with the letter of the Trustees offering to sell the Hospital to the Government?—Yes, a letter which was proposed to be sent was shown to me. I did not approve of it, and I altered it. My alterations were adopted with little or no modification.

12. Do you think there would be any difficulty in carrying on St. Mary's Hospital if the Government assistance were as much as £600 per annum?—I think there would be a difficulty, taking into account the opposition of the Government Hospital. I say opposition, because I believe that many parties concerned had an eye to that opposition in preparing the Regulations of the Colonial Hospital.

*J. Allport, Esq.*  
28 September, 1860.

13. Do you know how the amount of the £600 is arrived at?—I do not.
14. *Mr. Carter.*] Do you think the Trust Deed contains sufficient power to enable the Trustees to sell the Hospital without the consent of the Chief Justice?—No; nor with that consent, except for specific purposes.
15. Can you point out the clause in the Trust Deed containing the specific purposes which would enable the Trustees to sell with the consent of the Chief Justice?—Yes; I think the specific purposes have reference to the application of the purchase money, which requires the like consent.
16. Do you consider that the Trustees have full power to sell the Hospital in the way proposed under the Bill?—Certainly not, or the Bill would be unnecessary. The Bill was intended to effect that which could not be effected without it.
17. *Mr. Gregson.*] In your opinion, under the Trust Deed is Dr. Bedford, as Manager of St. Mary's Hospital, entitled to a salary from year to year?—Unquestionably, to the same extent as any other Medical Officer would be.
18. *Chairman.*] Supposing the contemplated Mortgage had been given, and afterwards foreclosed, and the estate sold by order of the Court, leaving a balance of moneys, at whose disposal would those moneys have been?—They would have to be applied upon the same Trusts as moneys arising from a sale by direction of the Chief Justice.
19. Does the sale-price, contemplated by this Bill, to the Government leave a surplus after paying off the debts of the Institution?—I don't understand it to be a sale.
20. What do you understand the nature of the transaction to be?—I consider it a proposal to transfer the Hospital to the Government, upon a sufficient sum being paid to the Trustees to discharge existing liabilities, with the distinct understanding that such sum was not the full value of the property which it would be the duty of the Trustees to require if it were regarded as a sale.
21. Is it not virtually a sale?—I think not.
22. How can you explain the terms used in the letter of the Trustees to the Government, in which the term "purchase" is used, and in which it is stated that the sum of £2000 is to be repaid by the Government out of the purchase money?—I think the expressions in that letter, though I wrote them myself, are inaccurate. I will explain the light in which I viewed the transaction. First, I regarded the Hospital as intended to provide accommodation for a given class of patients: powers are given by the Deed to sell with the consent of the Chief Justice, and to apply the money in providing the like accommodation to the same class of patients in another building. The Government having made other arrangements for supplying accommodation for the same class of patients at the public expense, I thought the public were entitled to the proceeds of the sale of this Hospital when virtually they paid for another. If the Trusts were strictly carried out, the money in the hands of the Trustees ought to be applied for the purpose of supplying Hospital accommodation for the class of patients referred to. If the Government close that Hospital and substitute another at the public expense, thus taking upon the Government those duties which are taken out of the hands of the Trustees, the public are entitled also to take the funds also out of the hands of the Trustees.
23. Does not that arrangement, in effect, appropriate £2000, part of the property of St. Mary's Hospital, to the Colonial Government?—No; it appropriates the Hospital to the Government upon payment of its liabilities. I know nothing that actually fixes its value at £5000.
24. Does not the arrangement give to the Government the Hospital at £2000 below its supposed marketable value?—I don't know how to estimate its marketable value.
25. If the arrangement does give the Hospital to the Government at £2000 below its marketable value, is such an arrangement consistent with the Deed of Trust, unless with the concurrence of the Chief Justice?—It is not strictly consistent with the Trust Deed, nor would it be in any way more consistent with the Trust Deed if the Chief Justice assented. The assent of the Chief Justice could only justify the application of the purchase money by the Trustees of the Deed in accordance with the Trusts of the Deed; and if the Government take the performance of those duties out of the hands of the Trustees, and make other provisions for the fulfilment of the Trust, it must be by the authority of the Parliament, and not by the consent of the Chief Justice. It may nevertheless be not only expedient, but right.
26. If the arrangement is not strictly consistent with the Trusts of the Deed, should not the Chief Justice have the opportunity of giving or withholding his consent to it?—I think that must rest with the Legislature.

[Adjourned till Monday at twelve o'clock.]



MONDAY, OCTOBER 1, 1860.

MEMBERS PRESENT:

Mr. Henty.		Mr. Carter.
Mr. Gell.		

Mr. HENTY in the Chair.

*Robert Power, Esq.*, called in ; and Examined.

*R. Power, Esq.*

1 October, 1860.

27. *Chairman.*] You are one of the Trustees of St. Mary's Hospital?—Yes.
28. And you signed the letter as Chairman of the Trustees, offering to transfer the Hospital to the Government?—Yes.
29. When were the terms of that letter framed by the Trustees?—I speak from memory, but I think it was on the same day that the letter was signed by me.
30. Were they decided upon at a meeting of the Trustees?—I was not present at the meeting of the Trustees on that day. That was the decision, I believe. The terms were decided at a previous meeting, when I was present, probably a week before.
31. When, and with whom, did the idea of selling the Hospital to the Government originate?—I can't say exactly when. I believe with Mr. Pitcairn.
32. When was it first seriously under consideration by the Trustees?—I believe at the meeting previous to the one at which I signed the letter.
33. Had you had any special meetings of the Trustees recently on the affairs of the Hospital?—Yes.
34. Did the subject of mortgaging the Hospital form the chief subject matter of those meetings?—Yes.
35. When did the subject of mortgaging the Hospital first occur?—In this year, probably six or seven months ago, possibly more.
36. What gave rise to the question of mortgaging the Hospital?—I think the impression that the Institution was a failure, and the desire to compensate Mr. Bedford for the services he had rendered.
37. If the mortgage had been completed, what would have been done with the building?—If the Hospital had been mortgaged, the building would, of course, have been in the hands of the mortgagee, and the Hospital, I presume, closed.
38. What was the supposed failure of the Institution attributed to?—The competition of the Colonial Hospital; the terms for admission of that Institution being lower than those of St. Mary's Hospital, and the Colonial Hospital being supported by the Government.
39. Did St. Mary's Hospital draw nothing from the Government?—I presume £600 a year, which was voted for the payment of the officers of the Institution. All details were in the hands of the Committee of Management. I am not aware of the proceedings of that Committee.
40. Can you give the names of that Committee?—Mr. A. Garrett, Mr. J. Foster, Mr. A. Morrison, and Mr. M'Naughtan.
41. Are you aware of any application to the Chief Justice respecting the transfer of the Hospital?—I am aware of a letter being addressed to the Chief Justice, and I saw his reply. I was present at a Meeting at which the subject was discussed of addressing the Chief Justice as to his powers under the Trust Deed. I am not sure whether I signed the letter as Chairman. I think I signed it with the other Trustees present at the Meeting.
42. Were Minutes kept of the Meetings of the Trustees?—I cannot say. Mr. Bedford acted, I believe, as Secretary.
43. Do you know what are the charges for patients at St. Mary's Hospital?—I do not; but I believe they are higher than at the Colonial Hospital.
44. Do you know why the annual grant was never applied for?—No, I did not know it had not been applied for.

*Edward S. P. Bedford, Esq.*, called in ; and Examined.

*E. S. P. Bedford,*  
*Esq.*

1 October, 1860.

45. *Chairman.*] BESIDES the Trustees of St. Mary's Hospital, there has been a Committee of Management?—Yes; the details of the management have been carried out by myself.

46. During this year a question has arisen of obtaining a Mortgage on the Building?—There has.

*E. S. P. Bedford,*  
Esq.

1 October, 1860.

47. Will you say what gave rise to this movement?—An application from myself to the Committee of Management, and subsequently to the Trustees, to recognise my services during the last 19 years in connection with that Hospital.

48. Was that application in writing?—Yes; by letter, dated 5 December, 1859, which was printed, and by verbal communications to the Members of the Committee, who addressed a communication to the Trustees founded on my letter. The reply of the Committee, which was addressed to the Trustees, was dated in March or April last.

49. When did you make any express claim in figures, if ever, to the Committee?—About that time.

50. Was that in writing?—Yes.

51. Was it upon that that the suggestion of a mortgage arose?—It was.

52. Can you say when it was decided that a mortgage should be raised, if practicable? It was decided about that time.

53. Was the idea of mortgage made with the view of carrying on or closing St. Mary's Hospital?—Not with the view of closing the Hospital—that we considered was likely to be effected by the alteration in the Colonial Hospital. It was considered right to close existing claims before we entered into new arrangements.

54. What do you allude to by new arrangements?—The proposed aid from the Government, and the enlargement of the Committee.

55. Under the new arrangements, then, the Hospital would have been charged with the mortgage and the interest?—Of course it must have been.

56. *Mr. Gell.*] When it was decided to mortgage the Hospital was it contemplated to attempt its continuance?—Yes.

57. *Chairman.*] Had you submitted any estimated account of expenditure and income to the Committee?—Not any formal estimate; but it was a subject of conversation at their meetings, and the expense to the Government was estimated to be about £600 per annum.

58. Who made out the calculation of £600?—I did. No formal account was made out.

59. Does any account exist in writing to show how this amount is arrived at?—Not that I am aware of.

60. Can you say from memory how the account is made out?—Medical Officer, £200; Steward and Matron, £100; Seven Attendants, £222; Rations for Officers and Servants, £180;—making £700, which does not include fuel, light, repairs, insurance, &c.

61. With that amount paid, what could you afford to take in self-paying patients at?—Under 2s. a day.

62. Why was the Government Grant never applied for?—Application was made for it shortly after the close of Parliament in the last quarter of 1859; the Government held that the Grant could not be called for till after the 1st January, 1860. At a meeting which had taken place in Hobart Town with reference to the General Hospital, it was indicated that paying patients would be received there, and subscriptions solicited for this object; delay therefore took place until the regulations for the admission of paying patients into that Hospital were published; since that, delay has been caused pending negotiations to settle existing claims.

63. Do you know what the Regulations are at the General Hospital?—Yes; 2s. a day, or such other sum as may be agreed upon by the Committee.

64. Do you think that St. Mary's Hospital could not compete with the charges of the General Hospital?—I think not. First, the number of paying patients admitted yearly would be so small, that the annual vote from Government would not, in my judgment, be continued long to St. Mary's Hospital; second, the number of this class of patients is always necessarily small, and the opposition of an Hospital supported entirely by Government funds, receiving even a few of such patients, and holding out the inducement of a sliding scale of payments, would interfere materially with the numbers entering St. Mary's; third, the General Hospital being attended by medical men in general practice, and particularly among the class of people who are likely to be the paying patients of an Hospital, the cases falling under their notice would necessarily be removed to the Hospital under their charge, and thus lessen the probability of St. Mary's receiving as many as it otherwise might do; fourth, the exceedingly easy way in which persons may be admitted as pauper patients into the General Hospital tends most seriously to destroy any independent feeling amongst the working classes, and thus interferes with the operations of St. Mary's Hospital.

65. By the reference to the easy admission of pauper patients to the General Hospital, do you mean those admitted entirely free of charge?—Yes.

66. Are paupers admitted more freely now, since 1st January last, than formerly?—*E. S. P. Bedford, Esq.*  
I cannot say.
67. By the sliding scale, do you allude to the admission of patients by the Board at a partial charge who are unable to pay the full charge?—Yes. *1 October, 1860.*
68. Does not that rule prevail at the Sydney and Melbourne Hospitals?—I am not aware.
69. Would that class of patients who are unable to pay the full charge be admitted to St. Mary's Hospital?—No, not unless they could pay the fees charged at St. Mary's. But I think if the General Hospital did not admit paying patients at all, it would have given a fairer opportunity to have tested those who really could pay their fees.
70. How then could their competition affect the prosperity of St. Mary's?—I think I have already answered that question.
71. What I mean is, if St. Mary's will only receive those who can pay the full charge, then the admission of such as cannot pay the full charge at the General Hospital would not deprive St. Mary's of them as patients?—That would entirely depend upon how their inability to pay is decided.
72. Did not the General Hospital always take in paying patients?—It did; but, as a Convict establishment, very few would go to it.
73. What was the charge before the 1st of the year?—I believe 3s. 6d.
74. Do you know whether the charge was ever 2s.?—When I first opened St. Mary's it was 2s.
75. Do you know why it was raised?—The increased price of provisions, I suppose.
76. When you applied to the Parliament in the Session of 1859 to forgive the debt of £2000, and to restore the sum of £600 in respect of interest thereon; and when the annual grant was voted, did you acquaint the Parliament or any members thereof that the Institution was indebted to you?—I did not. I hoped then, as I had hoped during the whole time I carried on that Institution, to have effected objects useful to this Colony. The debt, though due to me at that time, formed no part of my consideration; but having by Parliament and Government been frustrated in carrying out the objects I had in view in making the final arrangements about St. Mary's, I naturally did not lose sight of the claims I had upon the property of that Institution.

[Adjourned till To-morrow, at twelve o'clock.

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TUESDAY, OCTOBER 2, 1860.

MEMBERS PRESENT:

Mr. Henty.		Mr. Carter.
Mr. Gell.		Mr. Gregson.

MR. HENTY in the Chair.

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*Edward S. P. Bedford, Esq.*, called in; and further Examined.

77. *Chairman.*] Did not the Government apply to you, in December last, for the names of the Committee of the Institution, that they might appoint a like number, in pursuance of the terms of the vote?—Yes. My reasons for not complying with that request I have already stated. *E. S. P. Bedford, Esq.*  
*2 October, 1860.*
78. Who set on foot the negotiations for the £2000 mortgage?—I did.
79. Are all the members of the Committee of Management concurring in this measure?—They are.
80. Can you inform this Committee of the nature of the application made to the Chief Justice for his consent?—Application was made to the Chief Justice by the Trustees for his instruction for a mortgage, in consequence of money due to me for the discharge of my duties at the Hospital. The reply of the Chief Justice was to the effect that his consent was not necessary for a mortgage for that purpose; his concurrence in mortgages was for those of a different character.
81. Did the letter to the Chief Justice mention the particular debt?—Yes, it mentioned the debt due to me.
82. *Mr. Carter.*] Did all the members of the Committee concur in the exact amount of your claim?—Yes, and the Trustees too.

*E. S. P. Bedford,*  
Esq.

2 October, 1860.

83. *Chairman.*] Was there any application made to the Chief Justice for his concurrence in the transfer of the Hospital to the Government?—No, none that I am aware of.

84. In this arrangement with the Government, £3000 are proposed to be paid and £2000 to be retained?—Yes.

85. Then that makes the marketable value of the property £5000?—Yes.

86. That £2000 is to be retained by the Government in consequence of their subscription of that amount?—Yes.

87. Then you are dealing with a part of the proceeds of the Hospital beyond the price of £3000?—I don't know how to answer that question in any other way than by the information I have already given.

88. If the property were sold for £6000, what would have to be done with the surplus after paying off all the debts of the Institution?—If there was any surplus beyond the assigned liabilities, it should go to some charitable purpose in the manner pointed out in the Deed.

89. Namely, at the discretion of the Chief Justice?—Yes.

90. Do you think that the General Hospital, looking at its structure and the character of its inmates, will be a fitting place to supply the position that St. Mary's was designed for?—No arrangements which the Government can make with the General Hospital will produce the benefits which they have upset by the course already adopted in that Institution. That Institution is made a poor-house instead of a Hospital. It is now over-crowded. It will be impossible, under the present management of the General Hospital, to make it supply the place St. Mary's was designed for.

91. Is the General Hospital more a poor-house now than when it was under Imperial management?—I think it is.

92. *Mr. Gregson.*] Have you made out half-yearly accounts of the receipts and expenditure of St. Mary's Hospital?—I have, since the 1st January, 1842.

93. *Mr. Carter.*] Have those accounts been submitted to the Committee of Management?—Yes.

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*Askin Morrison, Esq., called in; and Examined.*

*Askin Morrison, Esq.*

2 October, 1860.

94. *Chairman.*] You are one of the Committee of Management of St. Mary's Hospital?—Yes.

95. You are aware, I suppose, of the terms upon which it is proposed to make over the Hospital to the Government?—Yes.

96. Namely, £3000 cash and £2000 to be retained by the Government on account of the loan formerly given?—Yes.

97. The £3000 to go to Mr. Bedford?—Yes.

98. That arrangement has been agreed to by all the Trustees?—Yes.

99. Were you an original subscriber to the Institution?—I was.

100. Did it occur to you that the other subscribers had a right to a return of their subscriptions as well as the Government to its £2000?—It did not occur to me.

101. We understand that Mr. Bedford made an application to the Committee of Management for back payment on account of his services?—He did.

102. Can you say when that was first made?—Very lately, during this year.

103. *Mr. Carter.*] Did the Committee of Management acknowledge his claim?—Yes, both as to its justice and its amount. At the time it was proposed, I objected to a mortgage being given, and, in consequence, the present arrangement was proposed. My reason for objecting to a mortgage was, that we should be borrowing money, and the mortgagee would be selling the property afterwards at a loss. If the debt to Mr. Bedford had been shown in the accounts, year by year, I should not have objected; but its coming all at once as a debt, I objected on that ground.

104. *Chairman.*] Did the claim of Mr. Bedford, in your opinion, arise from the opposition of the General Hospital?—Had it not been for alterations made in the General Hospital, I don't think this claim would have been made; but the reduced price in the General Hospital, and the higher price at St. Mary's, tended to close the latter.

105. *Mr. Carter.*] Do you think if St. Mary's Hospital had been unsuccessful, irrespective of the General Hospital, that Mr. Bedford would have been entitled to make a claim?—Yes, he would.

106. A claim similar in amount to the one he has now made?—Yes, he would have stood in the same position he now does.

*Joseph Allport, Esq.*, called in; and further Examined.

*J. Allport, Esq.*

2 October, 1860.

107. *Mr. Gell.*] HAVE the Trustees the power to pay sums not included in half-yearly accounts or certified half-yearly by the Manager?—My present impression is, that the omission to introduce into the half-yearly account items which ought to have been introduced and paid will not prejudice the right of the parties who should have received the amount of such items, unless barred by the Statute of Limitations, nor free the Trustees from the moral liability to pay them, nor subject the Trustees to any liability to the subscribers in the event of the Trustees ultimately paying what they omitted to pay at the proper time.

108. Do you think the Trustees are morally and legally justified in paying Mr. Bedford's claim?—I think they would be morally justified, and I greatly doubt their being liable to any proceedings at Law or Equity at the suit of the subscribers by reason of such payments.

109. *Mr. Carter.*] Who first consulted you respecting this claim?—I was first concerned for Mr. John Dunn, junior; but whether I received my first instructions from Mr. James Dunn, or from Dr. Bedford, or from Mr. Charles Butler, I am unable to say.