

(No. 76.)



1867.

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TASMANIA.

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DR. COVERDALE.

REPORT OF THE COMMISSIONERS.

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Laid upon the Table by the Colonial Treasurer, and ordered by the House to be printed, 10 October, 1867.



THE Board appointed by Government Order, dated the 5th August, 1867, to investigate and report upon certain charges preferred by the Outdoor Inspector at the Queen's Asylum against the Principal of the Institution, having concluded the enquiry, have now the honor, in obedience to their instructions, to submit the following Report:—

Charge No. 1.—The Principal admits that he took one of the farm horses on two occasions to Richmond, but explains that he did so for the purpose of purchasing stock for the Institution. This explanation is fully corroborated by the testimony of the Farm Overseer, and is supported by that of the Hon. James Whyte, who states that, when Colonial Secretary, he gave him authority to purchase stock at country sales, either personally or through his Farm Overseer.

As, therefore, these journeys were undertaken for the Public Service, the Board are of opinion that the Principal was justified in making use of the farm horse, and that in doing so he acted with a proper view to economy.

No. 2.—It appears that, about twelve months or more ago, the cow in question, having lost her companion, became addicted to straying and joining the Asylum herd. Mr. Gumley asserts that the cow was grazing with the herd for three months or upwards, and a lad who attended at his instance, and who was at the time in Dr. Coverdale's service, states she was running in the Asylum Grounds for about six weeks or more; but the evidence of the Farm Overseer is that the period did not exceed three weeks. He speaks positively on this point, and says that it was at his suggestion she was sent away from the neighbourhood.

It is clear that the animal was not housed with the herd nor fed upon any of the artificial food, but was driven to her own home every evening. The Hon. Mr. Whyte could not recollect Dr. Coverdale's having mentioned the circumstance to him, but thinks it very probable he may have done so, as the subject was one of too trivial a nature to be likely to have impressed the conversation on his memory.

Mr. Solly has, however, a recollection of permission having been given to Dr. Coverdale to depasture a cow for a short time in the Asylum Grounds until he could provide for her removal.

The Board are therefore of opinion that Dr. Coverdale acted, as he states, with authority, and was justified in grazing the cow temporarily on the Asylum Farm.

No. 3.—The explanation given by the Farm Overseer about the pig is to the effect that there was a litter of six pigs at the farm which were fat and ready for market; that he expressed a wish to have one of them, in which the Principal concurred, Dr. Coverdale also taking one himself. The remaining four were subsequently sent to an auction sale at New Town and sold for £2 each, which, after deducting expenses, netted £1 18s.; and at this latter rate the Principal and the Farm Overseer paid for the two pigs they had previously selected and removed from the litter.

While the Board are satisfied that there was nothing morally wrong in this transaction, they are of opinion that the fact of the Head of such an Institution selling as it were to himself or to any of his subordinates, in the manner alleged, farm stock or other produce, is liable to both mis-construction and abuse; and they would therefore recommend that a practice which appears to them highly objectionable should for the future be prohibited.

No. 4.—The explanation of the Principal upon this charge is, that water was supplied occasionally during dry weather; that, as the Officers of the Establishment received water supply, and one (the Purveyor) living off the premises had a money allowance instead, he did not think he was doing wrong in availing himself of a similar privilege. The Gardener stated that he had been in the habit during last summer of taking water up to the Principal's house in the milk cart after delivering the milk at the Asylum, as often, on some occasions when the weather was dry, as four or five times a week, and that this occupied about half an hour at a time; that when the rain fell about three months ago he ceased doing so; and that he was not aware of the panel of fencing having been taken down to avoid observation.

The Board are of opinion that in this case the Principal committed a decided error in employing without a distinct official authority the servant, horse, and cart of the Institution for his private use; but, at the same time, they reject any idea of an attempt at secrecy, as alleged, in the removal of the panel of fencing.

The fact of other Officers of the Establishment receiving an allowance, or an equivalent in money therefor, does not seem to them to have justified Dr. Coverdale in supplying himself in the manner indicated without the express sanction of the Government.

No. 5.—In support of this charge, Hill, the Gardener, stated that he had supplied onions on several occasions to the Principal, to the extent, he thought, of altogether about a cwt. or a little more. He had also given him some lettuces grown from his (the Gardener's) own seed; and that he had sent him turnips sufficient at a time to make a dish, first at his (Dr. Coverdale's) own request, and afterwards he (Hill) had offered more turnips to him when they were spoiling. In addition to this, Mr. Boyes, the Purveyor, stated that he had some time in last year supplied Dr. Coverdale with a bushel basket of carrots for which no payment was received on behalf of the Government.

The value of the vegetables so taken was indeed trifling; but, in appropriating to his own use even the smallest portion of the garden produce belonging to the Institution without authority, Dr. Coverdale appears to the Board to have broken through an important principle, and to have set before his subordinates an example which might have led to grave abuses.

No. 6.—Hill, the Gardener, stated that the cow had been in the garden a good many times during a period of two or three months; that she sometimes got in by opening the gate herself when it was shut, (which she was well able to do,) but that he was not aware that she was ever turned in purposely, adding that she had not been in more than once during the last two months; that he had complained about it on several occasions to Dr. Coverdale, who said he could not keep her out. It appeared also from Hill's evidence that many other cattle, and horses too, had been in the habit of trespassing in the gardens, through which it seems a sort of thoroughfare is made.

In reference to this charge, the Board consider that when the Gardener complained to the Principal on the subject he should have taken immediate and effectual steps to have prevented a recurrence of the trespass.

No. 7.—The alleged fact of his employing one of the prisoners in painting and glazing is satisfactorily explained by Dr. Coverdale in his letter of replies; and this explanation was fully supported by the Director of Public Works, who informed the Board that the terms of the lease of the premises rented as the residence of the Principal distinctly stipulate that all repairs, external and internal, should be effected by the Government. A survey of the premises, with opinion of the Solicitor-General and copy of the lease, were handed in by Mr. Falconer.

No. 8.—In support of this charge Mr. Gumley stated, that about eighteen months ago he had seen Paddon, the Carpenter, making a dressing-table in the shop of the Institution; that he saw him taking it towards the Principal's house, and that he made a remark to Paddon, who said it was for Mr. John Coverdale.

The Carpenter denied this statement most distinctly, and emphatically asserted that he had never done any work for Dr. Coverdale during his hours of public duty except once, when he knocked up a rough bedstead from pieces of wood lying about, of little use except for firewood, which was wanted on his hiring an apprentice from the Asylum, and that this work did not occupy him three hours; that all other work in making and repairing articles of furniture for Dr. Coverdale was done at his (Paddon's) own house, in his leisure time and with his own tools, with the exception of a cramp, which he had borrowed from the workshop; that the materials of which they were made were purchased by him on Dr. Coverdale's account, and that certain bills he produced to the Board contained the particulars of the same.

It is somewhat difficult to reconcile these conflicting statements; but as it appeared from Paddon's evidence that he occasionally brought up the articles he had made at home to the Asylum, where they remained until an opportunity offered for his taking them up to the Principal's house, it is not at all unlikely that in this way Mr. Gumley may have been led into a mistake about the dressing-table. At all events, the Board do not consider that there is any proof of Dr. Coverdale's having misapplied the labour of the Carpenter, except in the trifling matter of the rough bedstead for his Asylum apprentice.

They, however, are of opinion that the employment at all by the Principal, or by any of the Officers of the Asylum, of the artizans attached to the Institution is to be deprecated as a practice liable to abuse.

With regard to the pigstye and other repairs at the Principal's residence, the Board are satisfied, from the evidence before them, to place all such work in the same category with the painting and glazing in No. 7.

No. 9.—The removal of the shingles from the Asylum to the Principal's residence is satisfactorily accounted for by the terms and conditions of the lease of the premises as already explained.

No. 10.—Mr. Gumley charges the Principal with employing the Ploughman, George Harding, for two days, with the farm cart and horse, getting in his hay. Dr. Coverdale admits the fact to a certain extent, but says that the time occupied was only two hours, and that he was induced to do so by his being disappointed of the horse and cart engaged and used by him the day before, and by a threatening of rain. The Ploughman stated that he was employed for about two hours one afternoon to finish the getting in of the Principal's hay, and that the weather was showery; but that he was quite sure he was not there more than once. It will be seen, therefore, that the unauthorised employment of the man, horse, and cart is reduced by evidence from two days to two hours. Still the Board cannot admit that Dr. Coverdale had any right to avail himself of this means of getting in the remainder of his hay; but as it was evidently done on an emergency, and probably without due consideration, the Board are disposed to pass the matter over without further remark,—the more readily so as Dr. Coverdale, in return for this service, lent to the Farm Overseer a saddle horse on two occasions to go into the country to purchase stock for the Institution.

No. 11. Mr. Gumley charges the Principal with having used the medicine of the Institution in his private practice.

The fact is not denied. But Dr. Coverdale explains that the majority of the persons supplied with medicine were paupers; that he could safely assert that no payment had ever been received by him for such, and that the quantity and value were far exceeded by the medicines returned to the Dispensary. Mr. Young, the Dispenser, stated that he had made up a number of private prescriptions for Dr. Coverdale from drugs belonging to the Asylum, and that the only payments received for them were two of 1s. 6d. each, which sums (together 3s.) were expended in the purchase of other drugs wanted for the Institution. He had also made up prescriptions in one or two instances for the Asylum from Dr. Coverdale's own drugs. He estimated the value of the prescriptions made up at the Dispensary for private patients at £3 16s. according to chemists' prices; but, on being requested to make a calculation of the actual cost to the Government of the materials of which these prescriptions were composed, he produced a detailed statement which shows that the real value was only 3s. 6½d., to which must be added a small prescription omitted valued at 5d., making together 3s. 11½d.: on the other hand, he states the cost of the drugs supplied from Dr. Coverdale's private stock to be 4½d., to which, adding the repayment of 3s. mentioned above, gives a deduction from 3s. 11d. of 3s. 4½d., and leaves a net balance against Dr. Coverdale of 7d. This statement, with Dr. Coverdale's and Mr. Gumley's respective observations, accompany this Report.

Mr. Young further stated that in two or three of these cases only the patients were paupers; but that he was not aware whether any other persons who had received medicines were paying Dr. Coverdale, except in the cases in which the three shillings before alluded to were received.

There is an evident contradiction between Mr. Young's evidence and Dr. Coverdale's assertion that the majority of patients were paupers; but on looking at the Dispenser's statement it will be observed, from the Principal's remarks thereon, that in the majority of cases where names are given he wishes it to be understood that the medicines were supplied gratuitously, and that he charged nothing to the parties for his advice or attendance.

The Board would not desire to deprive the Principal, as a Medical man, of discretionary power to use the drugs in cases of accident or emergency, when time may be of great consequence; but, looking at the cases before them, they are not prepared to admit that these were of a nature to justify the course adopted by him.

Dr. Coverdale, however, does not seem to have availed himself of medicines, or of the services of the Dispenser, with any view to private profit; but the Board, nevertheless, are of opinion that the infraction of an important principle by him in this case, as in that of the vegetables, was an irregularity which was calculated to lead to serious abuse.

Having thus dealt with the charges separately in the order in which they appear in Mr. Gumley's letter, and recorded on each a distinct finding, the Board beg leave, without further comment, to lay the result of their investigation before the Government, accompanied by the original Papers and others submitted to them in the course of the enquiry.

E. J. MANLEY, *Colonial Auditor.*

J. FORSTER, *Inspector of Police.*

W. TARLETON, *Recorder of Titles.*

Hobart Town, 16th August, 1867.

## LIST OF ACCOMPANYING DOCUMENTS.

1. Government Order of 5th August, 1867.
2. Letter from Secretary of the Royal Commission to the Hon. the Colonial Secretary, dated 28 June, 1867.
3. Letter from Mr. Gumley preferring the Charges, dated 10 June, 1867.
4. Dr. Coverdale's Letter in answer to the Charges, dated 22 June, 1867.
5. Copy of Lease of the Principal's Residence.
6. Survey of the Premises, with opinion of Solicitor-General.
7. Statement of Medicines made up at the Asylum for private Patients.
8. Mr. Gumley's Letter of remarks thereon.
9. Dr. Coverdale's ditto ditto.

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 GOVERNMENT ORDER.

*Colonial Secretary's Office, 5th August, 1867.*

THE Governor directs the assembling of a Board, consisting of—

The Auditor,  
The Inspector of Police, and  
The Recorder of Titles,

to investigate and report upon certain charges which have been preferred by the Out-door Inspector at the Queen's Asylum, Mr. Gumley, against the Principal of the Institution, Dr. Coverdale.

By Command,

RICHARD DRY.

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*Committee Room, 28th June, 1867.*

SIR,

I HAVE the honor, by direction of the Royal Commission on the Queen's Asylum, to forward certain charges preferred by Mr. W. Gumley, the Out-door Inspector at the Queen's Asylum, against the Principal, with Dr. Coverdale's replies thereto.

These Papers are forwarded for the information of the Executive Government.

I have the honor to be,  
Sir,

Your most obedient Servant,

HUGH M. HULL, *Secretary.*

*The Honorable the Colonial Secretary.*

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THE Colonial Secretary begs to refer the enclosed documents to the gentlemen appointed to enquire into the charges preferred by Mr. Gumley against Dr. Coverdale.

B. TRAVERS SOLLY.  
*2 August, 1867.*

E. J. MANLEY, *Esq.*

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*New Town, 10th June, 1867.*

SIR,

As I find that I have incurred the anger of the Principal by having honestly answered the questions put to me by the Commission on the Asylum, I feel bound to make you aware of other abuses which I was not questioned upon, as I cannot be placed in any worse position than I am placed by the answers I have already given. I beg, therefore, to bring under your notice the following abuses which have been committed by the Principal during his management :—

1st. On more than one occasion he has taken one of the farm horses to Richmond; and on one journey he brought him back with his knees broken. Farm Overseer and Assistant Baker can state so.

2nd. The Principal's cow was grazed and cared for with the herd belonging to the Establishment for three months or more, until it was remarked by the residents of New Town, when it was removed to Richmond. Farm Overseer is aware of this.

3rd. A fat pig was brought from the Farm by the Overseer, assisted by two crown prisoners, and taken to the residence of the Principal. The Purveyor's books should show how much was paid for it.

4th. Water has been conveyed to the Principal's residence at various times, for the past two years, by the Gardener with farm horse and cart,—but since the Principal has been examined by the Commissioners he has purchased it. For the purpose of getting this water without observation, the Principal had one panel of fencing cut from the posts to facilitate egress from the Establishment to his residence.

5th. The Gardener has been in the habit of supplying the Principal with vegetables at his request from the Establishment.

6th. This cow mentioned before, after being brought back from Richmond, has been allowed to graze with impunity in the vegetable and flower garden until the Commissioners commenced sitting. So flagrant has this become, that on one occasion the housemaid directed a boy to drive it out of the garden, when the Principal told her to let it alone as it did no harm.

7th. One of the prisoners employed about the Establishment was engaged at the Principal's residence for a long time painting and glazing. Refer to Wilson, overseer of prison gang.

8th. The carpenter has made two dressing tables in the Establishment and brought them to the Principal's residence, and has been often employed at work about his premises. The last work I knew the carpenter to do at the Principal's was making a pigstye.

9th. About two months ago there were two loads of shingles conveyed by Wilson and some of his men from the Establishment to the Principal's residence, which were supplied by the Government for the use of the Asylum. The shingles are now lying stacked at his house.

10th. At the latter end of last December, George Harding, the ploughman, was engaged for two days with the farm cart and horse getting in the Principal's hay.

11th. Dr. Coverdale has used the medicine of the Establishment in his private practice about New Town. This can be proved by Mr. Young, the Dispenser.

I have the honor to be,

Sir,

Your most obedient Servant,

WILLIAM GUMLEY, *Out-door Inspector.*

*The Chairman Royal Commission,  
Queen's Asylum.*

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*Queen's Asylum, New Town, 22nd June, 1867.*

SIR,

I HAVE the honor to forward you replies to the several charges made against myself by Mr. Gumley, the Out-door Inspector of this Institution.

I beg, in the first place, to observe that his statement of "his having incurred the anger of the Principal" is gratuitous and unfounded in fact.

To what extent he may have honestly answered the questions put to him by the Commission on the Asylum I am unable to decide, inasmuch as I know nothing beyond some vague reports circulated, I believe, by himself to some Members of the Establishment.

Under these circumstances I have refrained from even noticing Mr. Gumley's breach of discipline in not reporting, as the other officials did, his absence from the Institution to attend the summons of the Commission, from a fear that I might be misunderstood.

I proceed now to—

Charge 1. Upwards of two years since I took,—at the instance of the late Colonial Secretary, and because the Farm Overseer was not able to go,—one of the farm horses upon two occasions to Richmond, each time on a sale day, and for the purpose of buying stock for the farm. The first time I purchased a cow, the second some pigs; and it was on returning from this trip the horse fell, but was in no way injured by the accident. The animal had been down before.

Charge 2. Again, upwards of 2 years since my cow grazed, for about 3 weeks, with the Asylum herd under the following circumstances. Shortly after my removal to New Town one of the two cows I brought with me fell into the creek and was killed. After this the other began to stray about, and finding it impossible to prevent her joining the farm herd, she was allowed to remain, after my mentioning the circumstances at the time to the late Colonial Secretary, until I procured a run for her in the country.

Charge 3. I am not aware that any crown prisoners ever assisted the farm overseer to bring up a fat pig to my house. About 9 months ago, the overseer himself brought up one; and the office book shows the amount I paid for it. The price £1 18s: being determined by an auction sale of four others.

Charge 4. Water has occasionally, during the dry weather when the tanks at my residence have been empty, been brought up by the gardener in the mornings, when the cart has been at the Institution with milk. Taking into consideration the fact of a water supply being secured to every one on the Establish-

ment, and the Purveyor as living off the premises receiving a money allowance for same, I never contemplated, in the absence of positive instructions to the contrary, that in availing myself of a similar privilege, without cost, I was perpetrating a wrong. Respecting the removal of a panel of fencing, it is only necessary to state that it adjoins the side gate leading to my house, and it was removed not "for preventing observation," but to shorten distance and secure a purer water than that from the portion of the creek into which a large amount of drainage of the Institution flows.

Charge 5. The gardener has not been in the habit of supplying vegetables from the Establishment at my request. With the exception of some lettuces which were grown from seed supplied by the gardener, and which were in such abundance that they were, by my instruction, distributed throughout the Establishment to the children in addition to their rations, I have had, during  $2\frac{1}{2}$  years, I believe, possibly 6, 8, or 10 times a dish of vegetables; more, however, as samples of the gardener's success in raising them, than with the idea of a saving of expense to myself.

Charge 6. My cow has not been allowed to graze with impunity in the vegetable and flower garden. It is quite true that she trespassed a good deal lately on the grounds of the Institution, owing to the negligence of my servants, the bad state of my fences, and the absence of a gateway in front of the buildings. The occasion of my speaking to the boy was, when running the cow over the flower borders, I told him to let her alone as he was doing more harm than good. Subsequently I had her driven away; and in order to keep from again annoying have instituted a constant watch upon her movements.

Charge 7. One of the prisoners employed about the Establishment was engaged at my residence painting and glazing, the glass being specially provided through the Public Works Office. William Rout, Esquire, the landlord, having waited upon me with his lease of the premises, setting forth that all repairs inside and out were to be effected by the Government, I availed myself of the chance of a painter being in the gang to have some necessary work done, and thereby save the expense of free labour.

Charge 8. The carpenter has never to my knowledge made tables or anything else for me during his hours of work at the Institution. In his own time, and at his own house, and with purchased materials, he has made me some tables. The work done about my premises, including the pigstye, were repairs under the lease, and which, in conversation with the Director of Public Works, I learnt had better be done by the carpenter of the Institution.

Charge 9. The shingles brought up and stacked about six weeks since were in anticipation of, and are being used in, the shingling now being done by authority of the Government. The removal of the shingles was mentioned to the Assistant Colonial Secretary at the time, who advised me before proceeding with the work to bring the matter before the Government, which I did.

Charge 10. The ploughman, George Harding, was not engaged for two days with the farm cart and horse getting in my hay. He did assist me, however, for 3 hours one afternoon, as stated, owing to my being unexpectedly disappointed in the horse and cart used and engaged the day before, and to the threatening appearance of rain making it desirable to secure the hay without loss of time. As a set off to this, and for the purpose of making a return for other assistance rendered me, I subsequently furnished, free of cost to the Government, the farm overseer with a horse, saddle, and bridle for 3 days to attend sales at New Norfolk, Richmond, Coal River, and Pittwater, in order to obtain cows for the Institution.

Charge 11. Possibly in a dozen instances I may have prescribed medicines from the Establishment for patients applying to me for assistance, the majority of whom have been paupers. In other cases my own drugs have been used, except in two or three occasions, when the particular medicine required was not to hand. I may safely assert, however, that I have received no payment for any medicine supplied from the Institution, and that the quantity and value of that returned to the Dispensary have far exceeded that sent out from it. As to a bottle being generally brought, I might speak to 3 or 4 times, one of which was for a lotion for a child of poor parents so badly burnt as not to be able to be removed to hospital. The lotion, however, has to be paid for, when a supply of the ingredients composing it will be returned to store as on a former occasion.

I have now, Sir, answered and explained the several accusations preferred against me by Mr. Gumley, the Out-door Inspector.

Extending as they do over so long a period it is scarcely possible to meet them with that minuteness so desirable in matters of the kind. Still, I trust on the present occasion, the statements are sufficiently explicit to relieve me from a charge of venality.

I am sensible that my strict surveillance over those connected with the Establishment has grated harshly with some, and which my avowed ideas of retrenchment with others has in no way tended to rectify.

The contrary has been the case, however; and therefore I can only rely upon the admittedly improved condition of the Institution since my Superintendence, its economical management, and the altered bearing and cheerful countenances of the children generally, as evidences in my favour.

I have the honor to be,

Sir,

Your obedient Servant,

J. COVERDALE, M.D., *Principal & Medical Officer.*

*The Chairman, Royal Commission,  
Queen's Asylum.*

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THIS INDENTURE made the \_\_\_\_\_ day of April one thousand eight hundred and sixty-five between William Rout of New Town in Tasmania Esquire of the one part and Thomas Villeneuve Jean of Hobart Town in Tasmania aforesaid Esquire Assistant Colonial Treasurer and having authority to treat on behalf of the Government of Tasmania in manner hereinafter mentioned of the other part WITNESSETH that in consideration of the rent and covenants hereinafter reserved and contained and on the part of the said Thomas Villeneuve Jean to be observed and performed he the said William Rout doth demise and lease unto the said Thomas Villeneuve Jean his executors administrators and assigns ALL THAT capital messuage and dwelling-house of him the said William Rout situate and being at New Town aforesaid and lately occupied by Adolarius Humphrey Boyd together with the overseer or gardener's house adjoining and the stables barn and outbuildings belonging to the said messuage AND ALSO the garden attached to the said messuage with the appurtenances and also the cow paddock situate in front of the said messuage and four small paddocks on the south-east side of the garden with right-of-way and passage for horses carts and carriages along the road leading to the main line of road opposite the Racecourse and also along the road and bridge leading towards the Orphan Schools with all other easements and appurtenances to the said messuage and dwelling-house hereinbefore described belonging to and usually occupied and engaged therewith To have and to hold the said messuage and premises with the appurtenances unto the said Thomas Villeneuve Jean his executors administrators and assigns from the first day of April one thousand eight hundred and sixty-five for and during and unto the full end and term of six years thence next ensuing and fully to be complete and ending Yielding and paying therefore yearly and every year during the said term of six years to the said William Rout his heirs or assigns the yearly rent or sum of seventy pounds payable quarterly on the first day of April the first day of July the first day of October and the first day of January in every year And the said Thomas Villeneuve Jean for himself his executors administrators and assigns hereby covenants with the said William Rout his heirs and assigns in manner following (that is to say) That he the said Thomas Villeneuve Jean his executors administrators and assigns shall and will yearly and every year during the continuance of the said term well and truly pay or cause to be paid unto the said William Rout his heirs and assigns the said yearly rent or sum of seventy pounds on the days and in the manner hereinbefore in that behalf mentioned And also that the said Thomas Villeneuve Jean his executors administrators or assigns shall and will at all times during the continuance of the said term hereby granted at his and their own costs and charges well and sufficiently repair uphold maintain and keep in good order and sufficient repair all the interior and exterior parts of the said capital messuage and other the buildings hereby demised also the several chattels mentioned in the Schedule hereunto annexed (casualties happening thereto by fire only excepted) And shall and will at all times during the said term hereby granted keep all the fences gates and enclosures on the said demised premises in the like state of repair as the same are now in and shall and will at all times during the said term keep the said garden in good order and cultivation And shall not nor will cut down injure or destroy or permit or suffer to be cut down injured or destroyed any of the fruit trees or any other trees or any of the shrubs on the said demised premises And the said messuage and buildings and chattels being so repaired upheld and maintained as aforesaid shall and will together with all the premises hereby demised at the end or other sooner termination of the said term peaceably and quietly deliver up to the said William Rout his heirs and assigns with the said fences gates and enclosures in good and tenantable repair and with the said garden in good order and cultivation (reasonable wear and tear excepted) AND FURTHER that it shall be lawful for the said William Rout his heirs or assigns or his or their agent or agents four times in every year at seasonable times during the day to enter upon all or any of the said demised premises for the purpose of examining the state and condition thereof Provided always that if the said yearly rent hereinbefore reserved or any part thereof shall at any time be in arrear and unpaid for twenty-one days or upwards next after any of the days and times hereinbefore appointed for the payment thereof and demand made for the same upon or at any time after the expiration of the said twenty-one days Or if the said Thomas Villeneuve Jean his heirs executors administrators or assigns shall for one calendar month next after thereunto being required in writing neglect or fail to do any of the repairs which he or they are bound to do under any of the covenants hereinbefore contained Then and in any such case it shall be lawful for the said William Rout his heirs or assigns to enter upon the said demised premises or any part thereof in the name of the whole and to repossess retain and engage the same as of his or their former estate and that without prejudice to any action or other remedy which he or they might otherwise have had for arrears of rent or preceding breach of any of the covenants hereinbefore contained And the said William Rout for himself his heirs executors administrators and assigns doth hereby covenant and agree with the said Thomas Villeneuve Jean his executors administrators and assigns in manner following (that is to say) that he the said William Rout his heirs and assigns or some or one of them shall and will at his or their or some or one of their own proper charges at all times insure or cause to be insured the said capital messuage hereby demised from loss or damage by fire in some or one of the Public Insurance Offices in Hobart Town aforesaid and that in the sum of One thousand pounds at the least And that he the said William Rout his heirs and assigns shall and will immediately after any accident by fire to the said premises lay out and expend the money to be received by virtue of such Insurance in rebuilding or repairing the said premises as the case may require In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first hereinbefore mentioned.

*The Schedule above referred to.*

1. Stove in the dining-room.
2. Stove with extra front in the drawing-room.
3. Two sets of shelves in the library.
4. Dresser and drawers and shelves and oven in the kitchen.
5. Dresser and drawers and shelves in the store room.
6. Plate rack copper and sink in the washhouse.
7. Dresser and shelves and three closets in the overseer's cottage.
8. Cornbin in the stable.
9. Lead cistern and bell outside.

(Signed) WILLIAM ROUT.

Signed sealed and delivered by the above-named William Rout  
in presence of

H. CHURCH, *Clerk of the Peace, Hobart.*



*Queen's Asylum, New Town, 26th April, 1867.*

SIR,

I HAVE the honor to acquaint you that some necessary repairs to the roofs of the buildings occupied by myself are indispensable.

Mr. Rout, the landlord, states, the conditions of lease are that all outside repairs even to new shingling must be done by the Government. I have therefore to request, at the notice of the landlord, that steps may be taken in the matter.

I am, Sir,  
Your obedient Servant,

J. COVERDALE, *Principal.*

*The Hon. the Colonial Secretary.*

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REFERRED to the Director of Public Works. If the conditions of the lease involve external repairs being performed by the tenant, he will be good enough to examine the building, and furnish an estimate of the cost of the necessary repairs.

B. TRAVERS SOLLY.  
*27th April, 1867.*

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THE roofs of main buildings have been examined. The shingles are so twisted and decayed that patching or repairs would be ineffectual to keep out the rain. Present leakages in the roofs are causing damage to walls and plastering. If the Government is bound under the terms of the lease for "external repairs" to reshingle the buildings, the cheapest mode of carrying out the work will be to obtain 50,000 shingles from Port Arthur and provide  $1\frac{1}{2}$  cwt. of nails, and so have the labour performed by the carpenter of the Establishment. The cost of the shingles (which can be carted by the horses and carts of the Establishment) will be about 7s. per thousand, the nails about £3 per cwt. ( $1\frac{1}{4}$  in. patent.)

W. R. FALCONER, *Director of Public Works.*  
*3rd May, 1867.*

*The Hon. the Colonial Secretary through Treasurer.*

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FORWARDED to the Honorable the Colonial Secretary.

THOS. D. CHAPMAN.  
*8th May, 1867.*

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How long has the lease to run from this time?

B. TRAVERS SOLLY.  
*25th May, 1867.*

*The Director of Public Works.*

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THE lease is deposited with the Assistant Colonial Treasurer, and its conditions are most binding. The term is 6 years from 1st April, 1865. I would suggest that the Honorable the Attorney-General be consulted as to the extent to which the Government is bound to execute the works herein demanded. The lease was made under an arrangement between the Colonial Secretary's Department and Mr. Rout, Mr. Jean being made lessee.

W. R. FALCONER, *Director of Public Works.*  
*28th May, 1867.*

*The Assistant Colonial Secretary.*

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WILL the Honorable the Attorney-General have the goodness to favour the Colonial Secretary with his opinion upon the point raised by the Director of Public Works?

RICHARD DRY.  
*29th May, 1867.*

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REFERRED to the Solicitor-General.

W. L. DOBSON.  
*30th May, 1867.*

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UNDER the provisions of this lease the tenant is bound to keep the roof of the house in sufficient repair, to prevent any damage from arising to the walls or papering of the rooms from leakage. If such damage can only be prevented by reshingling the house, the crown is bound to reshingle it. It is a question for the Director of Public Works to decide whether a new roof is a necessity in this case.

J. C. GREGSON.  
6th June, 1867.

IN accordance with the opinion of the Solicitor-General and the report of the Director of Public Works, the Governor approves of the necessary steps being taken to effect the required repairs of the roof referred to with as little delay as possible.

RICHARD DRY.  
7th June, 1867.

STATEMENT of the Value of DRUGS belonging to the ASYLUM which were used in compounding the Medicines upon DR. COVERDALE'S Prescriptions for private Patients at the Prices charged to the Government, with the Prescriptions for verifying the Amount of each Article used.

PRESCRIPTIONS.

1s. 6d.	Rt. Hyd. Chlor., gr. i. P. Antimon., gr. v. Quinæ Dis., gr. ij. Divide into powders, vj.	Mr. Stewart's Sons. 3s. (A very poor family. No charge made.—J.C.)	Rt. Pulv. Emet., gr. xii. ij. Rt. Hyd. Chlor., gr. iii. ij. Rt. Pulv. Feb., No. 1, iv. Rt. Pulv. Feb., No. 2, iv.
1s. 6d.	Rt. Ferri Sulph., gr. x. Ext. Col. Comp., 3 ij. Divide into pills, xij.	Mr. Kissock. 2s. 6d. (Supplied to save time. 1½ oz. mixture for child. J.C.)	Rt. Tinct. Rhei Co., 3 ij. Opii, Ferri Sesquich., aa m xv. Aqua ad 3 jss.
1s. 6d.	Rt. Hyd. Sesquich., gr. ij. Pulv. Opii, Ipecac., aa gr. iij. Saponis, 3 ij. Divide into pills, xij.	Mrs. Kissock. 1s. 6d. (Disputed, being made from private drugs.—J.C.)	Rt. Bismuth Trisnit., gr. v. Pulv. Ipecac., gr. ij. Rhei, gr. x. Divide into powders vj.
3s.	Rt. Bismuth Trisnit., gr. x. Pulv. Ipecac., gr. iij. Rhei, 3 j. Quinæ Dis., gr. ij. Divide into powders, xij.	1s. 6d.	Rt. Pil. Hydrarg., 3 jss. Ext. Col. Comp., 3 j. P. Ipecac., gr. ij. Divide into pills xij.
5s.	Rt. Potass. Chlorat., 3 ij. Hyd. Bichlor., gr. iij. P. Ipecac., gr. vj. Quinæ Dis., gr. iij. Divide into powders xxiv.	Mrs. Wescombe. 2s. (Poor woman with large family. No charge.—J.C.)	Rt. Podophillin, gr. iv. Pil. Hydrarg., gr. xxiv. Ext. Col. Comp., gr. xx. Divide into pills xij.
H. Hopkins, Esq. Servant. 1s. 6d. (No charge made or received for advice.—J.C.)	Rt. Hyd. Chlor., gr. iij. P. Ipecac., Co., 3 j. Quinæ Dis., gr. ij. Pot. Nitratis, gr. xxv. Divide into powders, vj.	3s.	Rt. Bismuth Trisnit., gr. x. Quinæ Disulph., gr. iij. P. Ipecac., gr. ij. Rhei, gr. xx. Divide into powders, xij.
M. A. Percal. 1s. 6d. (A pauper; no charge made.—J.C.)	Rt. Hyd. Chlor. Quinæ Dis. P. Ipecac., aa gr. ij. Cretæ Comp., gr. xv. Divide into powders, vj.	2s. 6d.	Rt. Pulv. Feb., No. 1, iv. No. 2, iv.
Mr. Stewart's Son. 2s. (A very poor family. No charge made.—J.C.)	Rt. Pulv. Emet., gr. xij. Rt. Hyd. Chlor., gr. iij. Rt. Pulv. Feb., No. 1, ij. No. 2, ij.	Mrs. Ellis's Daughter. 2s.	Rt. Mist. Chlorini, 3 jss. Aqua ad 3 iv.
Mrs. Gates's Infant. Paid 1s. 6d.	Rt. R. Ferri Sesquichlor., gutt. x. Opii, gutt. v. Sacch. Alb., 3 j. Aqua ad 3 ij.	Miss M'Kay. (Daughter of a widow with large family. No charge. J.C.) 1s.	Rt. Potass Subcarb. 3 j. R. Opii. Rhei Co., aa 3 jss. Liq. Ammon. Acet. ad 3 iv. Emp. Lyttæ, 4 × 4.
1s. 6d.	Rt. Pulv. Rhei, gr. x. Zingib., gr. v. Magnesia, gr. xij. Divide into powders, vj.	Miss Russell. 1s. 6d. (Entitled to receive advice and medicine.—J.C.)	Rt. Bismuth Trisnit., gr. x. Quinæ Disulph., gr. iij. Ext. Gentianæ, q.s. Divide into pills xij.
	Rep. Pulv. et Mist.	Mrs. Ellis's Son. 2s.	Rt. Hyd. Chlor., gr. iij. P. Doverii, gr. x. Quinæ Dis., gr. ij. Divide into pulv. vj.

Mrs. Blyth's Daughter. 2s. { *Rt.* Hyd. Chlor., gr. iij.  
(Poor people. No charge { P. Doverii, gr. xij.  
made.—J.C.) { Quinæ Dis., gr. ii.  
Divide into powders vj.

1s. 6d. { *Rt.* Hyd. Chloridi, gr. iij.  
Mrs. Stokes. { Pulv. Doverii, gr. xxv.  
(A pauper. No charge.— { Cretæ Co., 3 ss.  
J.C.) { Rhœi, gr. v.  
Divide into powders vj.

1s. { Emp. Lyttæ, 3 × 2.

Miss Colman. 3s. { *Rt.* Bismuth Trisnit, gr. x.  
Quinæ Dis.,  
P. Ipecac., aa gr. iij.  
Rhœi, gr. xij.\*  
Divide into powders, xij.

1s. 6d. { *Rt.* Hyd. Chloridi, gr. x.  
P. Antim. Co., gr. xxv.  
Ipecac. Co., gr. xv.  
Divide into powders vj.

Michael Hoare. 2s. { *Rt.* Liq. Ammon. Acet.  
Mist. Camph., aa ʒ iv.

Miss M'Kay. 3s. { *Rt.* Ferri Sulph., gr. x.  
(Daughter of the ex-Pur- { Quinæ Dis., gr. iij.  
veyor. No charge.—J.C.) { Opii Pulv., gr. iij.  
Pulv. Rhœi, gr. x.  
Divide into powders xij.

M'Kenney's Infant. 11s. { *Rt.* Mist. Chlorini, ʒ ij.  
Paid 1s. 6d. { Aqua ad ʒ xvj.

{ *Rt.* Mist. Chlorini, ʒ iij.  
Aqua ad ʒ xvj.  
Rep. Lotio, ʒ xvj.  
Rep. Lotio, ʒ xvj.  
Rep. Lotio, ʒ viij.

\* These powders were had on three several occasions—27 July, 3s.; 2 August, 3s.; 8 August, 1866, 3s.

DEAR SIR,  
Would you be kind enough to let me have a little laudanum. One of the children has a very bad ear-ache. I trust you will excuse me for troubling you;  
And believe me,  
Dear Sir,  
Truly yours,  
M. STUART.

DR. COVERDALE.

Supplied ½ oz. on 31 Dec. 1866.

½ oz., worth 5d.

J. C. Y.

COST OF DRUGS.

		<i>Pence.</i>			<i>Pence.</i>
Calomel.....	52 grains.....	0·325	Blue Pill.....	54 grains.....	0·675
Antimonial Powder.....	69 ".....	8·625	Podophilline.....	4 ".....	0·675
Quinine.....	43 ".....	8·6	Carbonate of Potash.....	60 ".....	0·25
Sulphate of Iron.....	20 ".....	0·104	Blister Salve.....	4 drams.....	1·667
Extract of Colocynth.....	80 ".....	3	Extract of Gentian.....	1 ".....	2·25
Ipecacuanha.....	86 ".....	3·15	Tincture of Steel.....	25 drops.....	0·156
Ditto, Compound.....	87 ".....	1·087	Tincture of Rhubarb.....	3½ drams.....	1·75
Powdered Opium.....	6 ".....	3	Tincture of Opium.....	110 drops.....	1·222
Nitrate of Bismuth.....	65 ".....	1·219	Hydrochloric Acid.....	3 drams.....	0·313
Chlorate of Potash.....	180 ".....	6·88	Powdered Rhubarb.....	159 grains.....	3·975
Bichloride of Mercury.....	3 ".....	0·075			
Nitrate of Potash.....	25 ".....	0·625			42·531
Compound Chalk Powder..	45 ".....	1·125			
Powdered Ginger.....	5 ".....	0·375			Or 3s. 6½d.
Magnesia.....	12 ".....	0·3			

Queen's Asylum, 12th August, 1867.

SIR,

I BEG leave to draw attention to the following circumstances borne out by the return which Mr. Young has submitted to me for my observations.

1st. That Dr. Coverdale cannot be acquitted of an intention to benefit himself when the custom of such people as Messrs. Kissock, Mackays, Hopkins, Stewarts, &c. is secured to him by their getting their medicine gratis.

2nd. That the value of the drugs taken is not so much the question as the principle involved: the value of the drugs required for the whole of New Town for one year would not come to a large sum.

3rd. That the list of prescriptions implies the Dispenser's time being occupied in doing what was private work, contrary to the Rules and Regulations.

I am, Sir,

Your very obedient Servant,

WILLIAM GUMLEY.

E. J. MANLEY, Esq., Chairman, &c.

*Queen's Asylum, New Town, 13th August, 1867.*

SIR,

I HAVE the honor to forward the accompanying statement with my remarks, so far as I am enabled to give them.

The period over which the occasional supplying of the medicines specified, extending as it does over a period of 2½ years, necessarily precludes me from more minutely detailing each case; and I can therefore only reiterate that, whenever I have received any payment for my advice or attendance, no benefit has in a single instance accrued to myself for the trifling remedies used.

I feel fully sensible, however, that I have acted imprudently, and can only rely upon my well-known character for affording gratuitous advice and medicines in my late District as some atonement for my acts in a similar direction since leaving it.

I would take this opportunity of remarking upon the quantity of onions said to have been delivered to me, as until I heard the evidence of the gardener I could not believe the quantity stated had been supplied, well knowing that our consumption in that particular article is very small. Upon enquiry I find that the servant was in the habit of sending for them by the boy I had from the Institution, and cooking them up for their own use.

This statement is offered in extenuation of a proceeding that I freely admit is objectionable: at the same time, in conducting an Establishment in which my anxieties and exertions were centred, (and on account of which I am at the present moment nearly £10 out of pocket for the Band), I had reason for thinking I returned with one hand what I may be said to have taken with the other.

I am, Sir,

Your obedient Servant,

J. COVERDALE, *Principal.*

E. J. MANLEY, *Esq., Chairman.*

MEMO.—The letter of Wm. Gates disproves Dispenser Young's assertion that payment for medicine was not made until after the Royal Commission began its labours.—J. C.

*Colonial Secretary's Office, 21st October, 1867.*

SIR,

I HAVE the honor to communicate to you the decision of the Government upon the charges preferred against you by Mr. Gumley, the Out-door Inspector at the Asylum, which have been fully enquired into and reported upon by the Board appointed for this purpose.

The First and Second charges are, in the opinion of the Government, satisfactorily disposed of.

With respect to the Third, the purchase of the pig, the Government entirely exonerate you from any thought or intention to take an undue advantage of your position; but they concur with the Board that such a transaction was highly objectionable, as open to serious misconstruction and abuse.

The Fourth charge, of employing a Servant of the Establishment to cart water to your house, is freed from the gravest portion of its objectionable feature,—I mean as regards any attempt on your part to obtain the supply secretly; but I am constrained to point out to you that it was your duty to have previously sought and obtained the sanction of the Government before availing yourself of the services of any employée of the Institution for such a purpose.

As regards the Fifth charge, the obtaining vegetables from the garden, the Government concur in the remarks of the Board, and are of opinion that you, probably without consideration, broke through an important principle, and thus set before your subordinates an example which might lead to grave abuses.

The Sixth charge, which refers to the frequent trespass of your cow into the garden, requires no comment but the expression of my regret that you should not have taken precautions to prevent a recurrence of such trespass when the fact was brought under your notice.

The Seventh charge is satisfactorily disposed of by the evidence of the Director of Public Works.

I pass over the Eighth, Ninth, and Tenth charges, merely requesting that in future you will abstain from employing any artizan or labourer belonging to the Asylum in your private service as objectionable and open to abuse, though in the present instance there does not appear any grounds for imputing blame.

The Eleventh charge relates to the issue of Drugs from the Dispensary of the Institution to your private patients. In this case the evidence is conflicting as regards the character of the patients for whom in part the prescriptions were made up; and it is not as respects the value of the drugs that I would remark upon the charge, but I am forced to observe upon the liability to which you exposed yourself of being charged with making use of the property of the Government for your private advantage,—an indiscretion which, had you duly considered, I am confident you would not have committed.

In conclusion, I desire to convey to you the decision of the Government that, while your own actions afforded grounds upon which Mr. Gumley was enabled to base his charges, and while they are forced to the conclusion that in several of the instances you evinced a want of that appreciation of your true position as Principal of an Institution where your proceedings are so open to comment, and your example so important, they desire to free you from the imputation of having in any instance acted in a manner deserving of a severer censure than is involved in the expression of their opinion that you have not on some occasions used that amount of discretion so requisite in the chief officer of such an Institution; and they trust that you will for the future exercise a more deliberate judgment in such matters.

I forward herewith, for your perusal, the Report of the Board, which I shall feel obliged by your returning at your earliest convenience.

I have, &c.,

(Signed) RICHARD DRY.

DR. COVERDALE, *Principal Queen's Asylum.*