

(No. 30.)



1871.

T A S M A N I A.

H O U S E   O F   A S S E M B L Y.

**LAUNCESTON AND WESTERN RAILWAY.**

**CORRESPONDENCE.**

Laid upon the Table by the Colonial Treasurer, and ordered by the House to be printed, November 8, 1871.

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## LAUNCESTON AND WESTERN RAILWAY CORRESPONDENCE.

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### RESOLUTION WITH REGARD TO MONEYS PAID OUT OF CONSTRUCTION FUNDS WHICH ARE PROPERLY CHARGEABLE TO REVENUE. No. 690.

690.

*Railway Commissioners' Office, Launceston, 5th October, 1870.*

SIR,

WE HAVE the honor to forward herewith a copy of a Memorandum which we prepared and submitted for the consideration of the Directory of the Launceston and Western Railway Company, and which was adopted as a resolution at yesterday's Board Meeting.

The necessity for this resolution arose from the fact, that there is no direct provision in any of the Railway Acts to meet such a contingency; and from our knowledge of the probable requirements to open and work the line for general traffic, we suggested and assisted the adoption of such resolution, as being in our opinion the only expedient to settle the difficulty; and we now respectfully submit the same for the consideration of the Governor in Council.

We have, &c.,

(Signed) SAML. V. KEMP.  
THEODORE BARTLEY.  
FRED. M. INNES.

*The Hon. Colonial Secretary, Hobart Town.*

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### MEMO.

THAT in the event of the Commissioners agreeing to concur in the payment of any accounts passed by the Directory, upon the ground that in the opinion of the Commissioners it was not properly chargeable to construction account, and should therefore be repaid by the Directors out of the first available revenue which may hereafter accrue from the Railway;

*Resolved*—That upon the Commissioners intimating to the Board of Directors before giving their concurrence to any payment that in their opinion it ought to be charged to revenue, such payment shall be entered in a book under the head "Accounts provisionally settled," and the question be referred to the Governor in Council to determine whether the payment shall ultimately fall upon capital or revenue, and that the Board of Directors shall be bound by such decision; and in the case of accounts which have already been paid from capital, but which are decided by the Governor in Council properly to fall upon revenue, the Board agrees to refund the sums advanced from the first available revenue which may accrue after the line has been opened for general traffic.

Forwarded for the consideration and approval of the Directory of the Launceston and Western Railway Company.

Launceston, September 30th, 1870.

(Signed) SAML. V. KEMP.  
THEODORE BARTLEY.  
F. M. INNES.

*The Secretary Launceston and Western  
Railway Company.*

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MR. KEMP CALLING ATTENTION TO A LETTER PUBLISHED IN FORMER  
CORRESPONDENCE RELATING TO THE DIFFERENCES BETWEEN  
HIMSELF AND MR. DOWLING. No. 691.

691.

*Railway Commissioners' Office, Launceston, 12th December, 1870.*

SIR,

I AM unwilling to obtrude matters personal to myself upon your notice; and I would not do so upon the present occasion did I not fear that were I to remain silent, advantage might be taken of a recent Parliamentary publication, and the contents of a letter contained in it used at another time, and it may be in another place, to my prejudice.

I have, therefore, to crave your indulgence while I briefly bring the same under your notice and pass upon it such comments as it may call for.

In the Parliamentary paper of last Session, just issued, No. 25, contents No. 588, there is a copy of a letter from Mr. Henry Dowling, Secretary of the Launceston and Western Railway Company, dated 25th May, 1870, addressed to yourself. It purports to have been written for the purpose of soliciting that the Governor in Council would be pleased to appoint a Commission to enquire into my conduct as a Commissioner under the Railway Act, but more especially of my bearing towards him (Mr. Dowling) the Secretary of the Company.

Had the communication been limited to this I should not now have noticed it, but Mr. Dowling goes farther: he availed himself of the opportunity and took advantage of a permanent and reliable publication to place on record statements in regard to myself so inconsistent and malicious, and so devoid of truth, as to require from me an indignant denial.

Referring to the letter itself, although the charges and comments are vague, the former may be taken to run thus:—

1st. That I complained that the last Annual Report read to the Shareholders of the Company was not the report adopted by the Board of Directors.

2nd. That I communicated this to a correspondent of the *Australasian* newspaper, published in Melbourne, where Mr. Dowling, according to his own statement, has been long and favourably known.

3rd. That I had been for a long time guilty towards Mr. Dowling of ungentlemanly treatment, and which was increasing, and that in consequence he narrowed our intercourse.

4th. That I represented to him that my coadjutors had been guilty of deception, and which he, Mr. Dowling, discovered to be (a deception), and resented accordingly; and—

5th. That my attitude towards him, Mr. Dowling, on one occasion was accompanied by a threat of personal violence.

Briefly I shall notice them in this order:—

1st. *As to the Report.*—It would have been more pertinent had Mr. Dowling stated that my complaint had for its foundation TRUTH! and that as one who took part in the proceedings of the meeting of the Directory at which the report was considered, I could not silently pass over so great an irregularity as adopting one report, while to the Shareholders assembled another and a different report was read. (See my letter No. 586 in the printed correspondence, with enclosures marked A. and B.)

2nd. *As to the "Australasian."*—No gentleman was ever introduced to me as a correspondent of that paper, nor do I know one; although I receive the *Argus*, I seldom or ever see the *Australasian*. The assertion in regard to a breach of confidence in so far as it relates to myself has no tenable foundation. Mr. Dowling, to be in a position to make the statement he does, must be in the confidence of the correspondent, and had his information from him alone. Will he disclose the name of that gentleman who, first having obtained this information from me, then rushes to Mr. Dowling and discloses his informant? I venture to assert he cannot. He but first assumed and then asserted.

3rd. *As to my conduct towards Mr. Dowling.*—There are few but strive to carry on their business intercourse in an amicable manner; I trust I am not an exception. The numerous happy associations I have made in these Colonies would lead me to conclude that few, if any, before Mr. Dowling, took exception to my manner. But this I early learned not to expect in Mr. Dowling: accustomed to dictate when he did not understand, and by peculiar means to accomplish his peculiar ends, he required of all to become the tools of his power. This I resented; took the position to which I was appointed; and because I endeavoured to do my duty, refused to fawn where it was expected, and denied assent when an agreeing course was necessary, it was not difficult to see that to Mr. Dowling I had become "obnoxious."

4th. *As to the treachery towards my Coadjutors*.—The charge of treachery towards my coadjutors is as malevolent as it is unknown to them, and conjured up only in the hope that the seed of dissension so cunningly sown might ultimately yield some fruit. I am glad to say it is without any promise.

5th. *As to my threat of personal violence*.—TRUE! and in the absence of explanation would have been unpardonable. But Mr. Dowling conveniently forgets to tell, that finding me determined to do my duty, he threw in my way every possible obstruction, and by gesture and manner he endeavoured to bring myself and my office into contempt, and so endeavoured to force from me a resignation. Not content with these, he tried to make me the recipient of his sneers and jibes. This, as became me, a stranger to him, I did resent; and considering the time, place, and circumstances, it was the only course that became a gentleman. Although he does not choose to advise, I put it on record that Mr. Dowling afterwards, through one of my coadjutors, Mr. Bartley, sent me his apology, or an expression of regret at his having used offensive language towards me; on receiving this, I waived much of the past.

I have thus in a brief manner noticed the charges made against me. It is no part of my duty to take cognizance of the encomiums Mr. Dowling passes upon himself. They may or they may not be deserved; but I imagine that they would be more appreciated were they to emanate from another source.

I have, &c.,

(Signed) SAML. V. KEMP.

*The Hon. Colonial Secretary, Hobart Town.*

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RELATIVE TO CHARGE AGAINST CONTRACTORS FOR HAVING SUBSTITUTED  
A RUBBLE CULVERT FOR AN IRON PIPE. Nos. 692 to 694.

692.

*Launceston and Western Railway Company, Limited,  
Launceston, 20th December, 1870.*

SIR,

I HAVE the honor to ask your attention to the Parliamentary Correspondence, 1870, p. 153, letter No. 68, 6th August, 1870.

To your reference "to the Commissioners" on the 10th August, 1870, no explanation is offered by those gentlemen; and the Engineers and Contractors remain unabsolved from the charge of fraud made by Mr. Kemp, in having inserted (as he alleged) at 2m. 55chs. "a rough rubble culvert," which they had reported to the Board to be "a 12-inch iron pipe;" and in having (as he alleged) put "two six-inch iron pipes" at 6m. 43chs., and without reporting the same, whereas they had inserted, and reported, "a 9in. earthenware pipe" at that point.

These charges were made by Mr. Kemp to a Parliamentary Committee in October, 1869; notwithstanding that, in the previous August, he had been advised officially, at least with reference to the more serious charge respecting the "rough rubble culvert," that the Engineers denied his statement. I addressed the Commissioners on the question in August, 1869; in January, 1870; and again in May, 1870; but to neither of these letters did I receive any answer from the Commissioners; but Mr. Kemp verbally intimated to me, in reply to the last letter, that the two former had been mislaid! I then furnished copies, addressed to the Commissioners, on 2nd July, 1870; which Mr. Kemp endorsed as follows:—"I beg to intimate that I will furnish the information sought the first opportunity I have of walking over that portion of the line, which is nearly three miles from Launceston. It may not be out of place to mention that at the time I made the inspection I was accompanied by a man in the Engineers' employ, who also looked through the opening and pronounced it a rough rubble culvert." And, further, upon my transmitting the whole series to you, I now find that in reply to your formal reference of my letter of the 6th August and enclosures to the Commissioners "for observation," Mr. Kemp personally answers, "I have nothing further to add than is contained in my minute of 12. 7. 70 on Mr. Dowling's letter of the 2nd ultimo."

I respectfully submit that this is a most unsatisfactory mode of dealing with so grave a question, and which involved a direct imputation by Mr. Kemp affecting the integrity of the Engineers and Contractors for the period of more than 12 months; during which period, to my knowledge, Mr. Kemp could have readily visited the spot, if he required to satisfy himself, how he came to prefer such a charge. He has frequently walked over it during that time.

The Commissioners do not seem to have had any of the correspondence placed before them, as far as I can see from endorsements; but Mr. Kemp appears to have taken it upon himself to have shelved the question entirely; and thus to leave both Engineers and Contractors under the

stigma to which I have alluded; whilst the Board of Directors, to whom the Contractors and Engineers are directly responsible, remain wholly uninformed respecting the merits of the case, and are not therefore in a position to deal with it: the question, indeed, standing thus:—

The alleged misconduct of the Engineers having become officially known to me in August, 1869, and the Engineers having denied the truth of the allegation, I sought an explanation from the Commissioners, which would justify me, or otherwise, in reporting the matter to the Directors; and from that time until the present the explanation has been avoided; and the report to the Board of the alleged misconduct of the Engineers has been consequently held by me in abeyance.

I have not felt justified in acting in the matter without the explanation I asked for; but the charge made by Mr. Kemp was of so very grave a nature that I have deemed it to be my duty not to allow the matter to pass away altogether into oblivion.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

693.

#### MEMORANDUM.

THE accompanying letter from Mr. Dowling is forwarded to Mr. Kemp, who is requested to favor the Colonial Secretary with his observations upon the matters referred to by the Secretary.

J. M. WILSON.

*Colonial Secretary's Office, 21st December, 1870.*

S. V. KEMP, *Esq., Launceston.*

694.

*Railway Commissioners' Office, Launceston, 30th December, 1870.*

SIR,

I HAVE the honor to acknowledge the receipt of your memorandum of the 21st instant, covering a letter from the Secretary of the Launceston and Western Railway Company, dated the 20th of the same month, and requesting my observations thereon.

I much regret that you should have been troubled with such a trifling communication. So long a period has passed since the subject matter contained in it was dealt with, that one would have imagined that more imperative and pressing business would have occupied the attention of Mr. Dowling. Briefly, however, I dispose of it thus:—It is true that on or about the 21st June, 1869, I made an inspection of the Railway Works, and was accompanied during my visit by a chainman in the employ of the Company's Engineers, and upon looking through the opening at 2 miles 55 chains from Launceston I failed to discover the iron pipe, and requested the man who accompanied me to look through, and he also pronounced it a rough rubble drain without any iron pipe. Noting this, I pointed out the same to the Directory. I have lately visited the spot, and I now find that an iron pipe has been inserted; and I suppose with this knowledge the Secretary of the Company lays his complaint of my want of watchfulness in the interests of the Government, or temporising with the integrity of the Company's Engineers. I likewise find that an earthenware pipe has been inserted at 6 miles 43 chains.

I beg that you will observe that the charge of "fraud" is not made by me—that no such term occurs in my communications. It is but now used by the Secretary of the Company to suit his own particular purpose. I simply did my duty. Could the Secretary only once prove me to be in the wrong, he would, I take it, conceive that he had achieved a great success, let the matter be ever so trifling.

I may add that my coadjutor (Mr. Innes) was aware of the correspondence, but had nothing to suggest. The truth is, more important questions demanded our attention, and as it was a question appertaining to the works the whole was left with me to deal with.

I close by observing that I have no desire, neither do I think the interests of the Government would be served thereby, were I to attain to Mr. Henry Dowling's standard of excellence.

I have, &c.,

(Signed) SAML. V. KEMP.

*The Hon. the Colonial Secretary, Hobart Town.*

P.S.—The letter from the Company's Secretary is herewith returned.

## PAYMENT OF FEES TO DIRECTORS. Nos. 695 to 703.

695.

*Hobart Town, 14th November, 1870.*

SIR,

I HAVE the honor to forward a copy of a Resolution adopted at a meeting of the Directory of the Launceston and Western Railway Company, held on the 1st instant. In doing so I have to acquaint you that the Commissioners withdrew from the Board prior to the consideration of the resolution, which is now referred for the opinion of the Government.

I have, &amp;c.,

*The Hon. Colonial Secretary.*

(Signed) FRED. M. INNES.

*EXTRACT from Minutes of the Board, held November 1st, 1870.*

Mr. Green's letter was read.

Mr. Green moved and Mr. Fisher seconded, "That the usual fee of One Guinea be allowed to each Director who has been present, or shall in future be present, at the Board Meetings of Directors for each attendance thereat, upon condition that the fees so allowed shall be applied in taking up additional shares in the Company."

This Resolution to take effect from the date of the registration of the Company. The fees up to the end of the last financial half-year to be payable at once by transfer from the amount at credit of the Company and Commissioners to the credit of the Company; the respective amounts being credited to each individual Director in the Company's books, and hereafter the like transfer at the close of each financial half-year from the earnings of the Company to the credit of each Director entitled to the same.

Carried,

(True Copy.)

R. W. LORD, *Acting Secretary.*

696.

*Railway Commissioners' Office, Public Buildings, Launceston,  
24th February, 1871.*

SIR,

WE very much regret the occasion of this letter; and referring you to the appendices to it, we shall, in as brief a manner as we can, state the circumstances which have called it forth.

On the 1st of November last the following resolution was adopted at a meeting of the Directory of the Launceston and Western Railway Company, after we had purposely retired:—

"That the usual fee of One Guinea be allowed to each Director who has been present, or shall in future be present, at the Board Meetings of Directors for each attendance thereat, upon condition that the fees so allowed shall be applied in taking up additional shares in the Company. This resolution to take effect upon the date of the registration of the Company; the fees up to the end of the last financial half-year to be payable at once, by transfer from the amount at credit of the Company and Commissioners to the credit of the Company; the respective amounts being credited to each individual Director in the Company's books, and hereafter the like transfer at the close of each financial half-year from the earnings of the Company to the credit of each Director entitled to the same."

The Government will not fail to observe that the monies proposed to be applied in so uncommon a manner; namely, in retrospective payments to the Directors for their attendance at Board Meetings extending back nearly four years, could not be touched without the consent of the Executive or our concurrence as Commissioners; and it was our unanimous opinion that the application contemplated would have been unwarranted, both in law and good faith, and totally unprecedented.

The Directory finding that such were our views, allowed the above resolution to remain practically in abeyance, and did not afford us an occasion of refusing any application either to sign cheques for the payment of the Directors, or referring the whole question for the opinion of the Executive.

But, on the 29th of November, suddenly, without previous notice having been given according to the established rule,—adherence to which was all the more important where so dubious a proceeding was intended, and one affecting the immediate, personal, and pecuniary interests of the Directors present,—the mover of the resolution quoted submitted another motion, as set forth in the following transcript from the minutes of that date:—

Mr. Green asked leave to move an amendment to the resolution in this matter of the 1st of November instant; viz., "That the resolution of the Board of the 1st of November respecting Directors' fees for attendance at Board Meetings be amended by striking out the latter part of it; viz., all after the words "registration of the Company," which, being seconded by Mr. Fisher, was carried."

The effect of this amendment was to leave the appropriation made by the Directors in favour of themselves and others as it stood, but to make it an open question from what fund it should be met,—whether from the funds over which the Commissioners exercised a joint control with the Directors, or from the accruing revenues of the Company which have been left by the law in the entire control of the Company.

At the date of the proceedings narrated, as the Government are aware, the Railway had not been opened; and if the design of the movers and conscious abettors of the last-cited resolution had at first been suspected by us, our apprehensions would have been allayed, at least for the time, by the consideration that as no revenue was accruing or would accrue till the line was in operation, none could be diverted from its legitimate objects either in payment to Directors or otherwise. The position, however, that no revenue had accrued was one to which there was an exception. The contractors, Messrs. Overend and Robb, had incurred liabilities to the Company on account of the line of engines, trucks, &c. required in the execution of their contract; and to our great surprise we learned from the statement of a Director (Mr. Green now Chairman), at the Board Meeting held on the 7th inst., that £1212 had been received from the contractors in part payment of those engagements, and that the same had been placed to the credit of the Company and appropriated for Directors' fees,—a proceeding since ratified by a resolution passed on the 21st instant, instructing the Accountant of the Company "to give effect to the resolution passed on the 1st November last, as amended 29th November last, with respect to Directors' fees to the end of the last financial year."

When we state that the sum of £1212 was received on account from the contractors and passed to the credit of the Company, it is necessary that we should explain the nature of that account so as to bring out the full significance of the proceedings against which we remonstrate.

By a reference to our official communications when we first entered upon our functions as Commissioners (Parliamentary papers, Legislative Council, 1868), it will be found that one of our earliest duties was to satisfy the Executive that a sum of £50,000 had been paid into some bank in Tasmania to the credit of the Company and Commissioners, as provided for in 30 Vict., No. 28., sect. 4. A further reference will show that even after we had certified to the Government to that effect on the 30th January, 1868, the assent of the Governor in Council to "the said Railway and works being commenced" was suspended, until grave doubts entertained by the Executive had been removed, as to whether the spirit as well as the letter of the law in regard to the raising of the £50,000 had been complied with. Your predecessor, Sir Richard Dry, having received our certificate on the 31st of that month, embodying the following letter from the Chairman of that Company,—

*Launceston and Western Railway Company, 30th January, 1868.*

GENTLEMEN,

I HAVE to inform you that Fifty thousand Pounds (£50,000) have been subscribed by the shareholders of the Company, and that the Fifty thousand Pounds (£50,000) has been paid into the Union Bank of Australia at Launceston to the account of the said Company and of the Commissioners appointed by the Governor in Council, in pursuance of the provisions of the 30th Vict. No. 28.

(Signed) W. S. BUTTON, *Chairman.*

*To the Railway Commissioners.*

a Telegram was despatched in reply, in these terms:—

*Hobart Town, 4 P.M., 30th January, 1868.*

Is the power of the Company and Commissioners to deal with the £50,000 unfettered by any condition or agreement entered into between the Company and the Bank? If so, send copy by mail to-night, or by telegram; in any case, a short telegram, —yes or no.

(Signed) RICHARD DRY.

*To H. DOWLING, Esq.*

The answer returned was:—

*Launceston, 5.55 P.M., 31st January, 1868.*

THE £50,000 was paid into the Bank by a cheque absolutely at the joint disposal of the Company and Commissioners, and the account fettered by no condition.

(Signed) H. DOWLING.

*To the Hon. Sir RICHARD DRY.*

Not until these distinct assurances had been given, or rather reiterated, did the Ministry advise the Governor in Council to consent to the Railway being commenced, and the issue of Debentures on account thereof.

It subsequently transpired, and was at a still later date (1869) shown in evidence before the Joint Committee of Parliament, which enquired into the affairs of the Launceston and Western Railway Company, that the Company had been enabled to comply with the conditions as to raising £50,000 by arrangements entered into with the Union Bank, under which, we may now add, a majority of the Directors and several Shareholders of the Company became liable for defaulting subscribers for shares. These transactions, and the accounts relating to them, did not immediately concern us as Commissioners; it was enough for us, at least until a recent date, that £50,000 had been paid into a bank jointly to our credit and that of the Company for the construction of the Railway. When, however, it was announced in our hearing by Mr. Green, the present Chairman of the Company, that the first instalment of revenue had been at once passed to the credit of the

Company, it became our duty to see the Company's Bank-book, and satisfy ourselves upon the transaction in question. Accordingly we did so; and we have the honor, among the appendices to this letter, to introduce an extract therefrom showing the state of that account. From this you will perceive that on the 1st of January, 1871, the Company was indebted to the Union Bank in the sum of £2574 3s. 10d., and that the liability was reduced on the 30th of the same month by a payment of £1212 represented to have been made by Messrs. Overend and Robb. The meaning of these figures it is impossible to misunderstand. Fifty thousand Pounds may indeed have been placed to the credit of the Company and Commissioners on the 30th January, 1868; but up to the 1st January, 1871, the paid up subscriptions fell short of that amount by the sum of £2574 3s. 10d.; and the Directors have appropriated £1212, under date 30th January, 1871, from the revenue of the Company towards making good deficiencies for which a majority of their number are individually liable.

You will observe that another payment in the name of Mr. Green and others of £1650 was made on the same date. The particulars of this transaction are unknown to us; but if the parties in question have made any advance to make good the deficiencies of defaulting subscribers, they can in their capacity of Directors indemnify themselves from future revenue as it accrues, in the same manner as they have done from the payments to the Company received from the contractors.

We abstain from all reflections upon the character of the proceedings it is our painful duty to report to you; we do not trust ourselves to express our opinion upon them, and upon the evil they are calculated to inflict.

Among the papers which accompany this communication will be found a return, furnished to us in compliance with our application by the Secretary of the Company, of the names of the parties who entered into the bond given to the Union Bank in 1868. And when we advert to that list we are led to call your attention to paragraph 9 in the Memorandum of the Directory, which we presume has been already forwarded to you. It is there stated that "the Directors are quite prepared to justify their procedure to the Shareholders:" to which we have only to reply, that they will possibly succeed in doing so; because, as you will observe, among the Shareholders are many who will find themselves pecuniarily relieved by a resolution which transfers to the revenue of the Company a liability which they had personally undertaken. But we insist that there are other interests than those of the Directors or Shareholders involved. There are those of the General Government, which has accepted a serious and delicate responsibility in furtherance of the Launceston and Western Railway: there are those of the country at large, which are injured by the discredit of so equivocal a precedent; and, more immediately, there are those of the ratepayers in the Railway Districts who bound themselves indeed to make good the deficiencies in the revenue of the line to cover working expenses and the interest of the Railway Debentures, but not the deficiencies in the Capital which the promoters undertook to raise.

In marginal replies we have dealt with the justification offered in the Memorandum of the Directory for their course of proceeding; and in the same place we have brought under your notice another feature in that course; namely, the violation of a distinct engagement with us, that the first available revenue should be applied to recoup advances from capital account for revenue charges.

In conclusion, it is only due to several Directors who voted against Mr. Bartley's resolution on the 21st instant, condemning the proceedings which we have set forth, to add, that they disclaimed by such vote intending to approve of these proceedings; but, attaching a hasty credence to the memorandum read to them by the Chairman, they dissented from Mr. Bartley's statements and reasons.

We have, &c.,

(Signed)

FRED. M. INNES.

SAML. V. KEMP.

THEODORE BARTLEY.

*The Hon. Colonial Secretary, Hobart Town.*

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FEBRUARY 21st, 1871.

*Present* :—Messrs. Button, Weedon, Green, Innes, J. Archer, W. Archer (Brickendon), Dodery, Gibson, Webster, Fisher, Bartley, Tyson, Kemp, Robertson.

Mr. Bartley's Motion.

Mr. Green asked permission to read and lay on the table a paper which he had prepared, being unaware he should be elected Chairman. Leave granted. The following paper was then read :—

(For Directors only.)

1. That at the weekly Board meeting held on the 1st November last, a Resolution, of which the following is a copy, was moved by Mr. Green, seconded by Mr. Fisher, and entered upon the minutes of that day as "Carried."

"Mr. Green moved and Mr. Fisher seconded—That the usual fee of one guinea be allowed to each Director who has been present or shall in future be present at the Board meetings of Directors for each attendance thereat,—upon condition that the fees so allowed shall be applied in taking up additional Shares in the Company. This Resolution to take effect from the date of the registration of the Company—the fees up to the end of the last financial half-year to be payable at once, by transfer from the amount at credit of the Company and Commissioners to the credit of the Company; the respective amounts being credited to each individual Director in the Company's books—and hereafter the like transfer at the close of each financial half-year, from the earnings of the Company, to the credit of each Director entitled to the same."

2. That before the Directors had adopted such Resolution the Commissioners purposely withdrew, Mr. Innes, with the concurrence of his colleagues, having first strongly deprecated the procedure proposed by such Resolution, more especially making retrospective payments to the Directors.

3. That by the terms of such Resolution "the fees up to the end of the last financial half-year were to be payable at once by transfer from the amount at credit of the Company and Commissioners to the credit of the Company," and as no such transfer could be effected without the sanction of the Governor in Council, founded upon the recommendation of the Commissioners, the Resolution could not be acted upon without such recommendation and sanction, which the Directors made no attempt to obtain, and the question of payment of fees to the Directors, raised by such Resolution, remained practically in abeyance until the weekly Board meeting held on the 29th November last.

4. That the following is an extract from the minutes of such Meeting:—

"Mr. Green asked leave to move an amendment to the Resolution in the matter of the 1st November instant, viz.—That the Resolution of the Board of the 1st November respecting Directors' fees for attendance at Board meetings be amended by striking out the latter part of it, viz., all after the words 'Registration of the Company;' which being seconded by Mr. Fisher, was carried."

5. That the course adopted by the Board in granting leave to Mr. Green to move such amendment to the said Resolution so recorded upon the minutes of a previous Board meeting as "Carried," was in direct opposition to the established rule, previously acted upon in similar instances, requiring that notice be given at a previous Board meeting of any motion tending to alter or rescind any former Resolution, before such motion can be entertained by any subsequent Board meeting.

6. That such amendment, whilst it directly rescinded the provision so distinctly made by the said Resolution for the payment of the fees to the Directors from the amount to the credit of the Company and Commissioners, thereby withdrawing the proposed expenditure from any control whatever upon the part of the Government or the Commissioners, did not in any way attempt to define from what source such fees should be paid, but left it open to the Directors to pay themselves from any funds which might be at their sole disposal.

7. That from the date when such amendment was carried no reference to the same or to any intention of the Directors to act upon it, so far as it appears by the minutes, had been made at the Board meeting, until at a meeting of Directors held on the 7th instant, it was incidentally stated by a Director present, that a sum of £1212 due by the Contractors to the Company, on account of the hire of engines and trucks used in the construction of the Railway, had been paid to the credit of the Company at the Union Bank, and appropriated to pay the said fees to the Directors—an appropriation for which the sanction of any Board meeting had not been obtained, or even asked; nor had it been reported at any Board meeting that such sum had been paid by the Contractors.

8. That as the said sum of £1212 was paid for the hire of engines and trucks used in the construction of the Railway, it is in every respect reasonable and equitable that the sum so paid should be held available for the several accounts paid from the funds of the Company and Commissioners, upon which a question has arisen, which remains to be determined by the Governor in Council, whether such accounts are chargeable to construction or revenue, and which, by the mutual agreement of the Directors and Commissioners, entered upon the minutes of the Company on 4th October, 1870, have, in the meantime, with the sanction of the Government, in order to prevent inconvenience to the Company, and delay in the progress of the railway works, been so paid, and entered to be dealt with as "accounts provisionally settled." The amount of any accounts so paid and determined by the Governor in Council to be chargeable to revenue, to be at once refunded from the first available funds from that source.

9. That the procedure of the Directors in so appropriating so large a portion of the funds of the Company does not appear to be justified by the terms upon which they were elected by the shareholders, who have always been led to believe that the Directors would act without any remuneration during the construction of the Railway. That it has been, moreover, officially reported to the Government by one of the Commissioners, as appears in the Parliamentary L. and W. Railway Correspondence of 1869, page 155, that the Directors rendered their services "without any remuneration whatever." That statements to the same effect have repeatedly been made in the newspapers of the Colony, and no question as to the truth of such report or statements has been raised by the Directors; but on the contrary, similar assertions have been made by individual Directors at Board meetings on several occasions.

10. That such an appropriation of the large amount of £1212, being the very first return in the shape of revenue which has accrued to the Company, is further especially to be deprecated because such an abstraction of funds at a time when there is the most urgent necessity that every available amount should be devoted to develop the railway traffic in many important localities, must involve the ratepayers of the Railway District in an additional responsibility which they have been led to believe would not accrue.

11. That for the several reasons above set forth, the said amendment so moved and carried at the Board meeting of the 29th November last, upon the resolution so carried and recorded at the Board meeting of the 1st November previous, be now rescinded; and that the said sum of £1212, so appropriated by the Directors in payment of fees to themselves, forthwith be refunded and restored to its legitimate position, the revenue account.

Mr. Bartley's motion was read as recorded in the Minutes of last week, and its adoption was moved by Mr. Bartley, seconded by Mr. Kemp; and being put, was lost.

Mr. Bartley asked a division.

Ayes—Messrs. Bartley, Kemp, Innes.

Noes—Messrs. Button, Webster, Gibson, Fisher, Robertson, Tyson, W. Archer, Green.

Mr. Innes asked leave to make a motion, but the Chairman ruled it was identical with the Resolution just now rejected, and could not be put.

Mr. Button moved, and Mr. Bartley seconded, "That a copy of Mr. Bartley's motion, with the result of the division thereon, and a copy of the Memorandum read in reply, be forwarded to the Colonial Secretary."

Mr. Dodery requested that before the motion was put, the paper put in by Mr. Green be read again, which being done, —

Mr. Gibson then moved, and Mr. Webster seconded, "That from the words 'which it appears' down to 'the Public' in the first paragraph, be struck out."—Carried.

Mr. Button then moved, and Mr. Tyson seconded, the amended Resolution as follows: "That a copy of Mr. Bartley's motion, with the result of the division thereon, and a copy of the Memorandum read in reply, as amended, be forwarded to the Colonial Secretary."—Carried.

Mr. Fisher moved, and Mr. Webster seconded, "That the Accountant be authorised to make the requisite entries in the Company's books, to give effect to the Resolution of 1st November last, as amended 29th November last, with respect to the Directors' Fees to the end of the last financial half-year."—Carried.

Mr. Kemp asked a division.

*Ayes*—Messrs. Fisher, Webster, Tyson, Button, Green.

*Noes*—Messrs. Bartley, Kemp, Dodery, Innes.

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*MEMORANDUM of Facts in reply to a motion Mr. Bartley has given notice of his intention to submit to the Board Meeting of the Directors of the Launceston and Western Railway Company (Limited), on Tuesday, 21st Feb., 1871.*

THE somewhat unusual course of embodying in a motion to be submitted by Mr. Bartley the arguments in support of the same, which it appears to the Directors has been done for the purpose of being made use of hereafter to prejudice the Directors with the Government and the public, compel the Directors to adopt this method of vindicating themselves.

Paragraph 2 of the proposed motion is incorrect. When the first resolution, quoted by Mr. Bartley, was passed, the Commissioners withdrew immediately it was proposed, simply observing it was a question for the Directors and the Shareholders, and did not concern them, or words to that effect.

Paragraph 3 is wrong in stating the question remained practically in abeyance until 29th November. The Directors understood that the Commissioners had intimated, when they afterwards saw the Resolution in the Minute-book, that they would not sign the cheques required to carry out the latter part of it; and to obtain a direct expression of their intentions, a Director proposed at the Board Meeting on the 22nd November, "That the Commissioners be requested to join in signing the cheques necessary to carry out that Resolution." When this was proposed, Mr. Innes rose to leave, but upon being requested to remain he did so; and then, and not till then, upon hearing that motion proposed, he expressed his objections to the Board against the retrospective payment of fees, and said he could not sign the cheques; but he stated his opinion that the Directors were entitled to the usual fee for attendance for the future.—Mr. Bartley was present at the time; Mr. Kemp had left. Upon hearing this distinct refusal of the Commissioners to join in carrying out the first Resolution, the Director asked to withdraw his proposed motion, and signified his intention to prepare another to submit at the next meeting.

In reply to paragraph 5, the Directors deny having adopted a course in direct opposition to the established rule of the Board; the Resolution referred to was not *rescinded*, but amended by leave of the Meeting, by striking out that part which required the concurrence of the Commissioners, *because the Commissioners refused to give such concurrence.*

Paragraph 6 appears to complain of the Directors for not insisting upon payment of fees from the funds at the disposal of the Company and Commissioners. The Directors, finding the Commissioners adverse to their claim, did not think it advisable to appeal to the Government on the subject. The Directors do not understand on what grounds objection can be taken to their dealing with funds which may be at their sole disposal.

Paragraph 7 does not state the facts correctly. The Secretary, not a Director, reported the receipt from the Contractors of £1212 on account of hire of engines and trucks, and that the amount had been paid into the Union Bank. The professional Commissioner, Mr. Kemp, asked, "If to credit of Revenue Account?" A Director said, "No, not to Revenue Account, there was no such account in the Bank to the credit of the Company." The term "appropriated" was used in error; no appropriation, in the way insinuated in Mr. Bartley's notice of motion, has been made. The payment by the Contractors of the £1212 was made during the previous week; and the Secretary explained that he had omitted to report it on the preceding Tuesday, before which day it could not have been reported.

Paragraph 8 misstates the terms of the mutual agreement of the Directors and Commissioners entered on the Minutes, 4th October, 1870; by that agreement the "Accounts provisionally settled" are (if the Governor in Council decides they shall be paid out of Revenue and not from the proceeds of the £400,000) to be paid *from the first available Revenue which may accrue after the opening of the Line for general traffic.*

In answer to paragraph 9, the Directors are quite prepared to justify their procedure to the Shareholders, and are not responsible for the report of one of the Commissioners to the Government. Some of the Directors, and perhaps all of them, may not have intended to make any claim for fees until the opening of the Line; but there is no record of any such intention pledging them to refrain from doing so; and if circumstances induce them to change their minds and make the claim, it is a question entirely between them and the Shareholders.

Paragraph 10. The Directors deny there has been any abstraction of funds; on the contrary, some of the Directors paid into the Union Bank to the credit of the Company the sum of £1650 to make good the deficiency arising from defaulting Shareholders; and when they did so, there was a balance of more than £300 to credit of the Company after the £50,000 advanced by the Bank had been repaid.



In refutation of paragraph 11, the Directors cannot refund what they have not received. The £1212 referred to was duly paid into the Union Bank to the credit of the Company, and the amount stands in its legitimate position in the Company's books to credit of Revenue Account.

For the above reasons the Directors protested against the imputations attempted to be cast upon them by the motion tabled by Mr. Bartley, and decline to rescind the amendment carried on the 29th of November of the Resolution passed on the 1st of November, as it would be absurd to replace a direction to the "Company and Commissioners" to do what the Commissioners have signified *they will not join with the Company in doing*.

*REMARKS of the Commissioners upon the Memorandum adopted by the Directory, and ordered to be forwarded to the Government. Launceston, 23rd February, 1871.*

On paragraph 2.—The inaccuracy alleged simply involves the question of the precise day on which Mr. Innes deprecated the procedure proposed, and no way affects the question at issue.

On paragraph 3.—The statement is in effect that the question did *not* remain practically in abeyance. We appeal to the Minutes of the Board, which fail to record any proceeding bearing on the question, between the 1st and 29th November; and no application was made to the Commissioners on the subject during that interval.

On paragraphs 4 and 5.—In the present instance, the excision of the concluding words of the original Resolution enabled the Directory to appropriate moneys which they could not have obtained by that Resolution as it stood, without the concurrence of the Commissioners and Governor in Council. Having stated the *effect* of the "rescinding" or "amending" Resolution, we deem it unnecessary to enter into the verbal discussion of *which* may be its proper description.

On paragraph 6.—We are at a loss to understand wherein we appear to complain, &c., and forbear to controvert the views propounded by the Directors as to their power of "dealing with funds which may be at their sole disposal," from which, however, in the broad way in which they are asserted, we must dissent.

On paragraph 7.—We adhere to all the statements in paragraph 7. It was a Director, Mr. Green, and not the Secretary who made the statement quoted.

On paragraph 8.—We subjoin the Resolution adopted by the Board and entered on its Minutes, on the faith of which we consented to advance from the funds of the Company and Commissioners of moneys required for the purchase of stores, &c. for the Railway, and abstain from discussing the quibble that the revenue appropriated by the Directory in the manner objected to did not accrue *after* the Line had been opened for general traffic, but *before* it.

*EXTRACT from Minutes of Directory, 4th October, 1870.*

*Resolved*—That upon the Commissioners intimating to the Board of Directors before giving their concurrence to any payment, that in their opinion it ought to be charged to revenue; that such payment shall be entered in a book under the head "Accounts provisionally settled," and the question be referred to the Governor in Council to determine whether the payment shall ultimately fall upon capital or revenue, and that the Board of Directors shall be bound by such decision; and in the case of accounts which have been already paid from capital, but which are decided by the Governor in Council properly to fall upon revenue, the Board agrees to refund the sums advanced from the first available revenue which may accrue after the Line has been opened for general traffic.

On paragraph 9.—The paragraph cited substantially admits the understanding which has prevailed ever since the election of the Directors, viz.,—that their services were gratuitous.

On the remark that "the Directory are quite prepared to justify their procedure to the Shareholders," we refer you to our letter of the 24th February, 1871.

On paragraph 10.—The detail of the financial operations to which the Directors refer is annexed; which, with our explanations, will enable the Executive to judge whether there has been such an "abstraction of funds" as the Resolution indicates or not.

On paragraph 11.—We refer again to our accompanying letter.

*COPY of the Launceston and Western Railway Company's Banking Account with the Union Bank, Launceston.*

1871.		£	s.	d.	1871.		£	s.	d.
Jan. 7.	To Walker .....	15	0	0	Jan. 1.	By balance Dr.....	2574	3	10
20.	Douglas .....	18	0	0	31.	Transfer Commissioners' Account .....	20	0	0
30.	Overend and Robb .....	1212	0	0	Feb. 11.	Douglas and Collins ....	46	12	0
30.	Green and others .....	1650	0	0	17.	Accountant .....	25	0	0
Feb. 3.	Cash .....	4	5	10	17.	Ballard .....	6	6	0
6.	Sundries .....	23	6	2	18.	Half's dishonored cheque	7	18	6
9.	Cash .....	1	16	10		Balance.....	590	4	11
11.	Ditto .....	16	3	2					
17.	Sundries .....	204	5	4					
17.	Ditto .....	85	0	10					
18.	Ditto .....	40	7	1					
		<u>£3270</u>	<u>5</u>	<u>3</u>			<u>£3270</u>	<u>5</u>	<u>3</u>

## MEMORANDUM FOR THE COMMISSIONERS.

NAMES of Shareholders in the Launceston and Western Railway Company who guaranteed payment of the promissory notes of Shareholders deposited with the Union Bank, Launceston:—

Richard Dry	W. D. Grubb	E. L. Ditcham	W. Archer, Brickendon
John Crookes	W. Archer	J. Major	I. Sherwin
W. S. Button	W. Gibson	A. T. Willett	E. Gaunt
R. Green	A. Douglas	A. Webster	Jno. Murphy
W. Tyson	G. Collins	J. H. Smith	Geo. Pullen
H. Dowling	W. T. Doyne	Z. Poole	J. J. Hudson
J. Archer	A. Harrap	C. Williamson	L. Cohen
J. Robertson	G. Fisher	W. Thomas	J. L. Smith.
Wm. Dodery			

HENRY DOWLING.  
23 February, 1871.

## LAUNCESTON AND WESTERN RAILWAY.

STATEMENT of Directors' Attendance from March 28th, 1867, to September 13th, 1870,—3½ years.

Name.	Attendances.	Amount.	Name.	Attendances.	Amount.
		£ s. d.			£ s. d.
Button, W. S.....	182	191 2 0	Grubb, W. D.....	64	67 4 0
Archer, W. (Brickendon).....	7	7 7 0	Gibson, W.....	75	78 15 0
Archer, Jos.....	20	21 0 0	Harrap, A.....	24	25 4 0
Archer, W. (Cheshunt).....	6	6 6 0	Robertson, J.....	131	137 11 0
Crookes, J.....	130	136 10 0	Scott, J.....	104	109 4 0
Dodery, W.....	97	101 17 0	Sherwin, I.....	79	82 19 0
Dowling, H.....	68	71 8 0	Tyson, W.....	125	131 5 0
Fisher, G.....	38	39 18 0	Webster, A.....	105	110 5 0
Green, R.....	176	184 16 0			
			Total.....	1431	£1502 11 0

From September 20 to February 13, inclusive.

Button, W. S.....	22	23 2 0	Gibson, W.....	9	9 9 0
Archer, W. (Brickendon).....	2	2 2 0	Grubb, W. D.....	0	0 0 0
Archer, J.....	1	1 1 0	Harrap, A.....	1	1 1 0
Archer, W. (Cheshunt).....	2	2 2 0	Robertson, J.....	10	10 10 0
Crookes, J.....	1	1 1 0	Scott, Jno.....	1	1 1 0
Dodery, W.....	13	13 13 0	Webster, A.....	11	11 11 0
Fisher, G.....	19	19 19 0	Weedon, C. J.....	15	15 15 0
Green, R.....	22	23 2 0	Tyson, W.....	21	22 1 0
			Total.....		£157 10

697.

Launceston and Western Railway Company, Limited,  
23rd February, 1871.

SIR,

I HAVE the honor, by direction of the Board of Directors, to forward for your information the papers read at the Board meeting on the 21st instant, on the occasion of the consideration of a motion by Mr. Bartley with respect to a previous resolution of the Board of Directors, on the question of fees to Directors, and which motion was negatived; and to make the proceedings in connection with the said papers as intelligible as possible I attach extracts from the Minutes of the day, so far as they have reference to the said papers.

I have, &amp;c.,

(Signed)

H. DOWLING, Secretary.

The Hon. the Colonial Secretary, Hobart Town.

(See preceding papers.)

REFERRED to the Commissioners for their observations.

J. M. WILSON.

24th February, 1871.

WE beg to inform the Honorable the Colonial Secretary that we have already fully dealt with the subject matter contained herein in our communication and appendices to him on the 23rd instant.

SAML. V. KEMP.

THEODORE BARTLEY.

28. 2. 71.

698.

*Railway Commissioners' Office, Launceston, 24th February, 1871.*

SIR,

CERTAIN Directors of the Launceston and Western Railway Company having, by the irregular and, as we conceive, illegal procedure described in the printed copy of the Resolution annexed to our communication of this date, appropriated for their own personal benefit a large sum which has accrued in the shape of Revenue from the Railway, and is most urgently required to develop the traffic thereof in several important localities, we are desirous to ascertain from the Law Officers of the Crown whether the said Directors can be compelled to refund the said moneys, and if so, by what process.

We have, &c.,  
(Signed)

THEODORE BARTLEY.  
FRED. M. INNES.  
SAML. V. KEMP.

*The Hon. the Colonial Secretary, Hobart Town.*

REFERRED for the opinion of the Hon. the Attorney-General.

J. M. WILSON.  
28th April, 1871.

THE Government have no control over the Funds which were placed in the Bank to the credit of the "Company" only. In so far as the Shareholders are concerned in this very peculiar appropriation of their Funds, they have, at a General Meeting held since the date of the Commissioners' Letter, ratified the action of the Directors. It appears to me that, as the law stands, the matter is one between the Shareholders and Directors, and if they are satisfied the Government cannot interfere.

W. R. GIBLIN.  
1st May, 1871.

699.

*Launceston and Western Railway Company, Limited,  
Launceston, 5th April, 1871.*

SIR,

THE fees due to the Directors on the 13th of February, when the Line was opened, amount to £157 10s., and from that date to the 14th March, to £34 13s.

The former sum the Directors are of opinion is fairly chargeable, along with the Commissioners' salaries, to construction account, being incurred prior to opening the Line,—the latter sum forming a charge against working expenses; and I am therefore directed to ask the concurrence of the Government in this expenditure—namely £157 10s. (one hundred and fifty-seven pounds ten shillings.)

I have, &c.,  
(Signed)

H. DOWLING, *Secretary.**The Hon. the Colonial Secretary, Hobart Town.*

FORWARDED to the Commissioners for their observations.

J. M. WILSON.  
6th April, 1871.

WE beg to decline recommending the within application for the concurrence of the Governor in Council, for the reasons so fully set forth in the Commissioners' letter of the 23rd February last, to which we entirely adhere.

THEODORE BARTLEY.  
SAML. V. KEMP.  
2. 5. 71.

700.

*Railway Commissioners Office, Public Buildings, Launceston,  
12th April, 1871.*

SIR,

REFERRING to the application for the approval of the Executive of a payment of £157 10s., as fees to the Directors of the Launceston and Western Railway Company, to be charged to con-

struction account, which has been addressed to you by the Company's Secretary, and which you have forwarded to us under date of the 6th instant for our report, we have the honor to call your attention to our letters to you of the 24th February last, and to request a reply thereto; on receipt of which we shall lose no time in making the required report for the information of the Governor in Council.

We beg to remind you that on a former occasion, when the Directory passed a resolution for the payment of the first instalment of fees out of construction account, they did not attempt to act upon such resolution by applying for the concurrence of the Governor in Council and the Commissioners' recommendations thereto, but by what was termed an amendment to such resolution, which authorised the payment of such fees out of construction account, they resolved that such fees should be paid from any funds that might come under their sole control. Having passed and acted upon such so called amendment, as fully stated by us in our former communications to the Government, the Directors now fall back, as appears by their application dated the 5th instant, now referred to us, for the payment of fees out of construction account, and seek the authority of the Governor in Council thereto.

We have, &c.,

(Signed)

THEODORE BARTLEY.

SAML. V. KEMP.

FRED. M. INNES.

*The Hon. J. M. WILSON, Esq.,  
Colonial Secretary, Hobart Town.*

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701.

*Colonial Secretary's Office, 4th May, 1871.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 5th ultimo, asking the concurrence of the Governor in Council to the expenditure of the sum of £157 10s., on "Construction account," as fees to Directors prior to the opening of the Line.

Your communication was duly referred to the Commissioners, and those gentlemen having declined to recommend the application, I am not in a position to advise the Governor to accede to your request.

I have, &c.,

(Signed)

J. M. WILSON.

*H. DOWLING, Esq., Secretary, Launceston and Western  
Railway Company.*

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702.

*Colonial Secretary's Office, 2nd May, 1871.*

GENTLEMEN,

I HAVE the honor to acknowledge the receipt of your letters of the 24th February, having reference to the appropriation of a large sum by the Directors of the Launceston and Western Railway Company, which had accrued from the hire of the Company's engines, &c. by the Contractors, Messrs. Overend and Robb, and requesting the opinion of the Law Officers of the Crown "whether the said Directors can be compelled to refund the said moneys, and if so, by what process."

The letters and accompanying documents having been referred to the Attorney-General, that officer has expressed the following opinion upon the question referred:—

"The Government have no control over the Funds which were placed in the Bank to the credit of the Company only. In so far as the Shareholders are concerned in this very peculiar appropriation of their funds, they have, at a General Meeting held since the date of the Commissioners' letter, ratified the action of the Directors. It appears to me that, as the Law stands, the matter is one between the Shareholders and Directors, and if they are satisfied the Government cannot interfere."

I have, &c.,

(Signed)

J. M. WILSON.

*The Commissioners of the Launceston and Western  
Railway Company.*

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*Hobart Town, 5th May, 1871.*

SIR,

I HAVE the honor to acknowledge receipt of a copy of the Opinion of the Hon. the Attorney-General on the question some time since referred by Messrs. Bartley, Kemp, and myself, of the appropriation by the Directory of the Launceston and Western Railway Company of certain moneys received for the hire of engines to making good the deficiency in the paid up capital (of £50,000) of the Company, on the faith of the subscription and payment of which by Shareholders, the Government had consented to the Railway being commenced, and had made the pecuniary advances provided by law;—and I observe that this proceeding is described by the Attorney-General as “very peculiar.”

If, individually, I was unprepared to learn that the Government had no power “as the law stands” to interfere,—I submit to you that I am somewhat embarrassed by the tenor of the Opinion as given at length by the Attorney-General. But whether I am to infer that the ratification of the “very peculiar” proceeding of the Directors by the Shareholders deprives the Government of the right of interference; or that, irrespective of such ratification, the Executive was powerless in the matter; or that such ratification is viewed as freeing the proceeding of an objectionable character,—I deem it to be my duty to renew my protest against the course of conduct pursued, as in violation of the compact between the Company and the Government under which 8-9ths of the capital required for the construction of the Railway between Launceston and Deloraine has been provided by the latter; and, moreover, it furnishes a precedent by which in any future undertaking carried out on the same principles as the Launceston and Western Railway, the condition of subscriptions by shareholders may be reduced to a fiction if only returns can be laid hold of from which to recoup to directors and shareholders the payments they have made, or to discharge the engagements they may have entered into on that account for temporary accommodation at any of the Banks.

I have, &c.,

(Signed) FRED. M. INNES.

*The Hon. the Colonial Secretary.*

FORWARDED to the Hon. the Attorney-General for his perusal and observations.

J. M. WILSON.  
10th May, 1871.

PERUSED and returned.

W. R. GIBLIN.  
26. 7. 71.

## RESPONSIBILITY OF PROFESSIONAL COMMISSIONER. No. 704.

### 704.

*Railway Commissioners' Office, Launceston, 12th December, 1870.*

SIR,

REFERRING to your communication of the 30th November, 1869, No. 401 in the printed correspondence, wherein you request, at the instigation of one of my coadjutors, that,—“With the view of avoiding unnecessary delays, I have the honor to request that official communications to the Government respecting any matters connected with the Launceston and Western Railway may, after perusal by, and, if requisite, the addition of Mr. Bartley's signature, be forwarded through Mr. Commissioner Innes; and in like manner should Mr. Innes desire to address the Government, he will transmit his letters through you and Mr. Bartley,”—I have the honor to inform you, not in the nature of a complaint, that the Secretary of the Launceston and Western Railway Company is in the habit of forwarding certificates for payment of moneys, and applications for authorities for extra and contemplated works, to Mr. Bartley, who invariably signs and recommends them, and forwards them to Mr. Innes for his signature. If the latter Commissioner signs them they form authorities for payment, although I have had no opportunity of recording my views thereon.

The action of any two Commissioners is considered by law the act of the Commissioners; but in submission to your communication alluded to above, I submit that an opportunity should be afforded me of expressing my views, whether adverse or otherwise, upon all such applications before the authority of the Governor in Council is obtained. Had this course been observed, and my recommendations been supported, it is probable that the funds at the disposal of the Company and Commissioners would be in a more satisfactory condition than they are at present.

In forwarding this communication, I beg to assure you that I am actuated by no other motive than a desire to have my own responsibilities determined, and, if it be practicable, to restrain such funds, or the balance left, until the line has been opened for general traffic, as my experience leads me to anticipate that several contingencies will arise involving outlay. Apart from which the Directory will be in a better position, after such opening, to apportion such balance of the funds to the most urgent requirements.

I have, &c.,  
(Signed) SAML. V. KEMP.

*The Hon. the Colonial Secretary, Hobart Town.*

FORWARDED to Commissioners Innes and Bartley. It appears to me desirable that Mr. Commissioner Kemp should generally have the opportunity of recording his views on the applications in question.

J. M. WILSON.  
14th Dec. 1870.

Mr. Bartley and Mr. Dowling will answer for themselves, whether they are in the habit of ignoring Mr. Kemp in obtaining signatures to certificates for works, or payments forwarded to the Government. If so, I am not an accomplice in any such clandestine proceeding. Mr. Kemp's complaint, it appears to me, is against the law, which has not made him any *more* than his colleagues—but practically, he has every opportunity of taking the most prompt exception to proposed outlay which he may disapprove of. Engaged at a special salary, for which he attends every Board meeting, he knows at once, before any reference to the Commissioners, any proposal that has to be forwarded to the Executive, and if he chooses he can remonstrate before Executive assent is even asked.

As to what Mr. Kemp states—in effect, that the funds of the Company would have been in a better state had the course which he indicates been followed—I beg to differ. The Railway would have been in the hands of the Government, and the Government powerless in proceeding, had Mr. Kemp's colleagues not counteracted his objections on many occasions.

When Mr. Kemp's professional advice was given originally to the effect that the Railway and works could be constructed and provided for £350,000, he was aware of the conditions under which the undertaking had to be executed, and that the Commissioners were powerless to override the Directory or the Company's Engineers in details; and the attempt to do so, which he has made from time to time, has been productive of vexation only. Expenditures have, in some instances, been of an optional character, and where they were incompatible I have been quite as ready as him to oppose them; but it was impossible, as the law stands, to supersede the authority of everyone by Mr. Kemp's dictum on every occasion on which he interposed it; and I must protest against the exemption which Mr. Kemp now claims from future blame on the score of excessive expenditure. That excess I now know to have been a dead certainty, and it ought to have been known to Mr. Kemp (if it was not) to be such from the date at which he certified in accordance with Section 7 Launceston and Western Railway Act, No. 2. When I state that the Company's control over the works, &c., of the Railway was an inseparable incident in the affair with its consequent influence upon the cost of the work, I do not suggest by any means that, even under the management of Mr. Kemp or any other Engineer, independent of the Company, it ever could have been completed on the scale provided by the Act for £350,000.

F. M. INNES.

#### MEMORANDUM OF MR. BARTLEY.

THE statement made by Mr. Kemp in the annexed letter to the Colonial Secretary, "That the Secretary of the Company is in the habit of forwarding Certificates for payment of moneys and applications for authorities for extra and contemplated works to Mr. Bartley, who invariably signs and recommends them, and forwards them to Mr. Innes for his signature," is altogether erroneous.

The Secretary is *not* in the habit of forwarding such certificates and applications to me individually. They are either forwarded under cover to the Commissioners' Office, addressed to the Commissioners, or they are submitted to me, or to Mr. Kemp, or to both, as the case may be, for signature, in the Board Room or Commissioners' Office.

I do *not* invariably sign, recommend, and forward them to Mr. Innes for his signature. If I sign them in the Board Room, I leave them with the Secretary, or on the table for the signature of Mr. Kemp, or, if he objects to sign, of Mr. Innes. If forwarded to the Commissioners' Office, and Mr. Kemp concurs, we both sign them. If Mr. Kemp declines to sign any such applications, and I do sign them, I either return them to the Secretary to forward to Mr. Innes, or forward them

myself, but always with the knowledge, and frequently at the suggestion, of Mr. Kemp. Whichever of these causes may have been adopted, I emphatically repudiate Mr. Kemp's insinuation that it has been so adopted to prevent him, Mr. Kemp, from expressing any views he may entertain thereon. On the contrary, however erroneous I may conceive such views to be, and however much I may feel it my duty to oppose them, I should always prefer that Mr. Kemp should express them in some form or other; and I imagine Mr. Innes would entertain the same desire, in order that Mr. Kemp's views might be contrasted with those which may have been assigned by Mr. Innes and myself, as inducing us to sign such certificate, or to recommend such application.

Mr. Kemp quotes the letter of the Hon. the Colonial Secretary to each of the Commissioners, of date 30th November, 1869, "requesting that all Official communications to the Government from any one Commissioner may be forwarded through the other two," and then adduces the course, he erroneously asserts, I have adopted of signing applications and certificates and submitting them for the approval and signature of Mr. Innes; and, if so approved and signed, to be transmitted by him to the Government as being in opposition to such request. First, premising that I do not conceive that the certificates and applications referred to by Mr. Kemp were intended to be embraced by the term "Official communications" used in the letter of the Colonial Secretary above quoted, I would submit, that even if they were so included, and if I *had* invariably adopted the course complained of by Mr. Kemp, certificates and applications, signed and forwarded to the Government by *two* Commissioners, would be so forwarded in strict compliance with the law, and not in any degree in contravention of such request. Mr. Kemp would appear to indicate that "Official communications," including certificates and applications from *two* Commissioners to the Government, should first be submitted to and then forwarded by *one*, and that one himself. Such a procedure is not only not required by the law, which constitutes the act of any two of the Commissioners as the act of "the Commissioners," and not in any way indicated in the letter of the Colonial Secretary quoted by Mr. Kemp, but must tend to cause unnecessary delay, and seriously to embarrass the Railway Company and the Government.—(See Secretary's Memo. attached.)

It certainly appears somewhat singular that Mr. Kemp should officially report to the Colonial Secretary that I was acting in opposition to the request contained in the letter above quoted, by forwarding, not to the Government, but to Mr. Innes, for his approval and signature, certificates and applications which, as I have said, I conceive cannot be looked upon as "Official communications" from *one* Commissioner to the Government, whilst it would appear by the printed correspondence that Mr. Kemp himself, in distinct and direct opposition to the request of the Colonial Secretary, quoted by Mr. Kemp, addressed and forwarded himself as *one* Commissioner letters to the Colonial Secretary of date 16th April, 13th, 18th, 23rd, 26th May, and 1st and 23rd June last, numbered respectively 529, 586, 461, 465, 582, 474, 475, and written and forwarded by Mr. Kemp without reference to, and in most, if not in all, instances without the knowledge of Mr. Innes and myself, as was the case with Mr. Kemp's letter of the 12th instant.

With respect to Mr. Kemp's assertion, "that had an opportunity been afforded him of expressing his views upon all such applications before the authority of the Governor in Council had been obtained, and his, Mr. Kemp's, recommendations supported, it is probable that the funds of the Company would have been in a more satisfactory state than they are at present." I assert, as does Mr. Innes, that Mr. Kemp has uniformly had the fullest opportunities of so expressing his views respecting all such applications; and whenever he considered any views he might entertain upon any such application in opposition to those that may have induced Mr. Innes and myself to recommend the same were of sufficient importance to warrant such a procedure, Mr. Kemp might at all times have "recorded such views," to use his own expression, in a separate communication to the Government, which, I submit, was his ready and legitimate course to obtain such object rather than, as it would appear Mr. Kemp claims to do, to record upon every application Mr. Innes and myself may recommend for the concurrence of the Governor in Council any views he may entertain in opposition to such recommendation,—a procedure which would certainly indicate a desire to infringe upon the law, which constitutes the act of any two Commissioners as the act of "the Commissioners." Whether if such views "*had* been supported," that is if the Governor in Council had ignored such law and the recommendations of two Commissioners, and acted upon the opposite recommendation of Mr. Kemp, such an advantageous result would have ensued, is quite another question. I entertain the decided opinion that the whole Railway enterprise would long ere this have been suspended,—the Company involved in ruinous litigation, or wound up by the usual legal process; and the Railway District, the Government, and the whole community must have abided the results. Such results, as indicated by Mr. Innes, have been averted by the course of action Mr. Kemp's colleagues have felt it their duty to pursue in opposition to the views expressed, and pertinaciously adhered to, by Mr. Kemp in numerous instances.

Mr. Kemp imputes to Mr. Innes and myself excess of expenditure upon the Railway. Such excess of expenditure beyond the sum of £350,000 for which the Commissioners certified it could be opened for traffic was altogether inevitable upon such an estimate, and is specially attributable to Mr. Kemp, as the Professional Commissioner, who, appointed as a thoroughly qualified Engineer, at a salary exceeding that of either the Responsible Ministers in the Government of Tasmania, to examine

and report upon the plans, specifications, and estimates of the Railway, furnished by the Engineers of the Company, unreservedly assured his unprofessional colleagues, after such examination, *that it could be opened for traffic for £350,000*, thereby endorsing as unreservedly the estimate of the Engineers of the Company, without the slightest intimation to his colleagues that the slopes of the cuttings throughout the Line of Railway, some of which were to be from 20 to 60 feet deep, were estimated for at the very unusual angle of  $\frac{1}{4}$  to 1—the flattening of which must inevitably involve a large additional expenditure; and that the sum estimated for this and numerous other contingencies was altogether inadequate; but, as I have said, unreservedly assured Mr. Innes and myself, who were altogether unacquainted with such professional questions, that the Line could be opened for traffic for £350,000, as estimated by the Engineers of the Company. He reported as unreservedly to the Governor in Council in the following words:—

“I have the honor to present to your Excellency my Report upon the cost of constructing the Launceston and Western Railway, and to inform you that I have inspected the country to be traversed by the proposed Line of Railway. I have also examined the plans, specifications, and schedule of quantities furnished by the Company’s Engineers; and I have made a careful and sufficient estimate of the cost of constructing the said Railway and Works, and I find that the Line can be opened for public traffic for a sum not exceeding Three hundred and fifty thousand Pounds (£350,000).”

(Signed) SAML. V. KEMP, *Commissioner L. and W. R. Railway.*

Upon receiving copy of such report from Mr. Kemp, Mr. Innes and myself, recognising to the fullest extent the very onerous responsibilities which would devolve upon us as unprofessional men if we reported *absolutely* that the Railway could be opened for traffic for £350,000, after much anxious deliberation determined not so to report, but merely to express our opinion that the line could be so opened for such sum; and at the same time to state in the most distinct terms, that such opinion was *altogether* founded upon the professional information afforded us.

As I stated for the information of the Government in a letter addressed by me to the late Colonial Secretary, dated 7th May, 1869, and which appears in the printed Correspondence of that year, No. 205, Mr. Innes and myself did not report *absolutely* that the Railway could be opened for £350,000, but “that having availed ourselves of the best professional information obtainable by us (from Mr. Kemp), and relying upon such professional information, and the accuracy of the plans, specifications, and estimates submitted to and examined by us, we coincide with our said professional coadjutor, Mr. Kemp, and are of opinion that the said Railway can be opened for traffic for a sum not exceeding £350,000.” The Government were pleased to accept our Report, so distinctly based upon the professional information afforded us by Mr. Kemp, and upon such a report to sanction the commencement of the Railway. As I also asserted in such letter, and now again affirm, “Mr. Kemp is therefore primarily, and principally, responsible for the sanction so obtained from the Government, for the Company” to commence and proceed with the Launceston and Western Railway, “upon an estimate in which the slopes of the cuttings throughout the line were specified at  $\frac{1}{4}$  to 1.” The additional outlay now expended upon flattening such slopes, in excess of such estimate so submitted to and affirmed by him, has amounted to about £20,000; and for this and all other items of expenditure inevitably in excess of £350,000, for which Mr. Kemp so professionally reported the Railway could be opened, he is equally responsible with the Engineers of the Company. Such responsibility in all its relations, as respects the non-professional Commissioners, the Government, the Railway District, the Company, and the various interests involved in the carrying out the Railway, Mr. Kemp, as I submit, accepted by the terms of his said Report, and must be prepared to sustain; instead of endeavouring, as he has continuously done up to the present time, to evade any such responsibility himself, and to fix it upon the Engineers of the Company and the Directors.

I have said that Mr. Kemp did not make the slightest intimation to his colleagues, or to the Government, that the slopes of the cuttings throughout the Line were specified at an angle of  $\frac{1}{4}$  to 1, and that to flatten them would cost £20,000.

Shortly after the Railway was commenced, very extensive “slips” having taken place in Cutting No. 38, 50 feet in depth, and at No. 42, some 40 feet in depth, the Engineers in their Progress Report of the 26th December, 1868, stated that it had been necessary to flatten them, at an estimated cost of upwards of £9000, and that a further sum of some £5000 would probably be required to flatten the slopes throughout the Line. Mr. Kemp, who had not, as I have said, in any way referred to the slopes in his reports to his non-professional colleagues or to the Government, *then* openly denounced the conduct of the Engineers in the most unmeasured terms for designing the cuttings throughout the Line at  $\frac{1}{4}$  to 1; and, on the 26th April, 1869, for the first time reported to the Government, that he estimated the cost of flattening the slopes throughout the Line at £20,000; and has ever since arrogated great credit for his engineering skill and discernment, because the flattening of the slopes *has* actually cost about that sum—altogether ignoring the very serious fact, that he had unreservedly endorsed the estimates of the Engineers of the Company, based upon slopes specified at  $\frac{1}{4}$  to 1, and in no way alluded to such slopes, or to the probable cost of flattening them, to his unprofessional colleagues, or to the Government, in his official report that the Railway could be opened for public traffic for £350,000; as also the fact, of which he was at



that time fully aware, that had he done so, Mr. Innes and myself would, most assuredly, not have reported that the line could be so opened, the Government would not have given the required sanction, and the Railway could not have been commenced. Mr. Kemp also persistently ignores a further important fact, which I brought fully under the notice of the Government in a letter to the late Colonial Secretary on the 7th May, 1869,—No. 205 in the printed Correspondence,—that in his second official report to the Government, dated 18th July, 1868, six months after his first report,—during which time he had the most ample opportunities to consider and determine upon the question of the probable cost of flattening the slopes,—Mr. Kemp in his estimate, shewing a *second* time that the Railway could be opened for traffic for £350,000, included a balance for contingencies which, after providing for two items specified by him, left a balance of £3638 5s. 4d. (I quote Mr. Kemp's own words in his said report) "to meet extra earthwork in cuttings, the slopes of which are specified to only  $\frac{1}{2}$  to 1,—and it is a question if they will stand at that batter,—and a number of other unforeseen incidentals." As I stated in my said letter of May, 1869—"It clearly follows that the amount estimated by Mr. Kemp, in his said report of July, 1868, as sufficient to cover the cost of flattening the slopes throughout the line," must have been a mere fractional part of the sum of £20,000, which in a letter to the Colonial Secretary, 29th April, 1869, No. 193, printed Correspondence, (about half that amount having then been expended upon that item), Mr. Kemp, for the first time, intimated that he estimated it would be.

The same remarks will apply to the course pursued by Mr. Kemp with reference to the destruction of the Culvert and Embankment at No. 38 Cutting; the correspondence respecting which, and Mr. Kemp's assertion, *made after they were destroyed by the late floods*, "That he had told the Directors all along," and "distinctly stated at a Board Meeting held on the 4th May, 1869, that the Culvert would not stand"—and that he had communicated to me, as his fellow Commissioner, on the 11th March preceding—not "that the culvert would not stand,"—but that it had actually "given way," is now before the Government; and I would here record my opinion, that Mr. Kemp is equally responsible with the Engineers of the Company for the extra expenditure incurred in flattening the slopes, and in the restoration of the said Culvert and Embankment.

I would here also distinctly place upon record my opinion, now confirmed by some three years dearly bought experience, that had the Government appointed three non-professional Commissioners, with power to avail themselves of the best engineering opinions and advice obtainable, upon the question whether the Railway could be opened for traffic for £350,000, or had Mr. Kemp brought that professional knowledge and engineering experience which the Government, the Company, and his non-professional colleagues had a right to expect at his hands to bear upon such question, and reported accordingly to his non-professional colleagues, they would not have reported that the Railway could be opened for traffic for £350,000, and the Government would not have sanctioned its commencement.

I desire further to record that, in my opinion, Mr. Kemp has altogether mistaken the nature of the duties which devolved upon him as the Professional Commissioner, and has consequently ignored them. In a letter addressed to the late Colonial Secretary on the subject, dated 30th June, 1869, No. 251, printed Correspondence, I enumerated in detail the duties which, in my opinion, devolved upon Mr. Kemp; to which letter I would respectfully refer the Government; and will here only briefly say, that I consider the duty mainly demanded at Mr. Kemp's hands, during the construction of the Railway, in addition to those non-professional duties which devolved upon him equally with his non-professional colleagues, was, by continuous personal inspection to ensure, as far as was practicable, the faithful fulfilment of the Contracts for the Railway; instead of which Mr. Kemp has directed his attention to a most vexatious, and as I conceive obstructive, interference with minor details attendant upon the due progress of the Railway; such details having been approved by the Directors, and generally by his fellow Commissioners; as in the instances which gave rise to his letter of the 12th instant, accusing me of a most "clandestine procedure," to quote Mr. Innes' words, in order to obtain the authority of the Government for the expenditure attendant upon such minor details; and imputing to Mr. Innes and myself, that we have recommended the Government to sanction an expenditure, of which the funds at the disposal of the Company and Commissioners would not admit. This vexatious and dictatorial interference with such minor details has, I may say, continuously involved the Directors, the Engineers, the Commissioners, and the Government in a most voluminous and harassing correspondence; for a marked instance of which I would refer to the Printed Correspondence, 1870, the first sixteen pages of which are occupied by a Correspondence, emanating from Mr. Kemp's refusing to sanction the payment of £350, certified by the Engineers as the balance to be paid to the Contractors, upon an arrangement made with them, most advantageous to the Company, having reference to the alteration in the gradient of Cutting 38. That such balance was correct was not disputed by Mr. Kemp; but he positively refused to sanction the payment of same on the form of an account, submitted by the Engineers, passed by the Directors, approved by his fellow Commissioners, confirmed by the Auditor, and finally sanctioned by the Colonial Secretary, whose letter, intimating his decision against Mr. Kemp upon the question, Mr. Kemp in his closing reply impugned "as somewhat inconsistent." This correspondence, involving some 30 letters from the Engineers, the Contractors, the Secretary of the Company, Mr. Kemp, Mr. Innes, myself, the Colonial Auditor, and the

Colonial Secretary, extended over the months of August, September, October, November, and December, 1869, and as a matter of course was most harassing and vexatious to all parties concerned.

I do not think it possible to adduce an instance which would so clearly and forcibly manifest Mr. Kemp's dictatorial and vexatious interference with unimportant minor details of expenditure, whilst he has utterly ignored the most important professional questions necessarily involving a large extra expenditure, as does this correspondence, in which, whilst refusing to concur with the Directors and his Colleagues in the payment of the said sum of £350, certified by the Engineers of the Company to be due to the Contractors on account of the embankment at Cutting 38, under an arrangement made with them, most advantageous to the Company,—because the account setting forth the sum to be so due was not made out in the form dictated by himself. Mr. Kemp, in his numerous communications to the Government in support of his own position, with respect to the proper form of such account, made no allusion to, but altogether ignored, a most important engineering discovery made, as he now asserts, by himself—that the culvert which supported such embankment, of 60 feet in height, “had actually given way” some few months before the commencement of such correspondence! Neither did Mr. Kemp make any allusion to another most important engineering question in connection with such culvert, which must, or at all events should, have been known by him,—that mortar made with “common” instead of “hydraulic” lime, as specified by the conditions of the contract, had been used in its construction; a substitution, which there are strong reasons for believing led to the destruction, by the recent floods, of such culvert and embankment,—the restoration of which involves an extra expenditure of nearly £5000. The same remarks altogether apply to the culvert at Verulam, which was constructed of mortar of the same description, was also destroyed by the late floods, and the restoration of which will involve a further expenditure of some £1500. If Mr. Kemp had, by a personal supervision, ensured the carrying out these important works, in accordance with the conditions of the contract, instead of occupying months in disputing the *form* of an account, then indeed, to quote his own words, “it is probable that the funds of the Company would have been in a more satisfactory state than they are at present.”

I would most respectfully assure the Government, that Mr. Innes and myself are keenly sensible of the great responsibilities which we incur in recommending the Government to sanction *any* extra expenditure upon the Railway; especially when we do so in opposition to the recorded views of our professional colleague; but I believe I may assert for Mr. Innes, as I do for myself, that we are fully prepared to sustain any responsibilities which may accrue from such action on our part; and I would further assure the Government that we have never recommended the Governor in Council to sanction any expenditure voted by the Board of Directors but such as, in our opinion, has been imperatively required for the progress and completion of the Railway, or the development of its traffic; in which the interests of the Company, the Railway District, the Government, and, I may say, the whole community are so deeply involved.

It is with great reluctance that I occupy the time and attention of the Government with this long communication, which has been extorted from me by Mr. Kemp's unfounded accusations and gratuitous imputations in his letter of the 12th ult. I desire, however, to state that I have written at such length with the express object of enabling the Government, the Parliament, the Railway District, and the Public to determine the question as to the share of responsibility which accrues to the Professional and the unprofessional Commissioners respectively, for making their respective Reports to the Governor in Council that the Railway could be opened for traffic for £350,000; upon which reports the commencement of the Railway was sanctioned by the Government; ultimately involving an additional expenditure of £100,000, and consequently an increased liability of £6000 per annum to the Railway District; and I respectfully submit that I have clearly shown that the report of Mr. Innes and myself was unavoidably altogether founded, as expressly stated in our report, upon the best professional information obtainable by us—that is, the Engineers of the Company furnished an estimate shewing that the Railway could be opened for traffic for £350,000, and unreservedly reported to that effect; and Mr. Kemp as unreservedly endorsed such estimate; and as unreservedly made a similar report to Mr. Innes and myself, and to the Government. I assert, therefore, that the responsibility for obtaining the sanction of the Governor in Council to the construction of the Railway upon so utterly inadequate an estimate, and for the extra expenditure necessarily attendant thereon, (with the exception of the extra expenditure for land required for the Railway), altogether devolves upon Mr. Kemp as the Professional Commissioner; whilst Mr. Innes and myself, as the non-professional Commissioners, are clearly absolved from any such responsibility, and can only lament that we were the unconscious and unwilling instruments of causing such extra expenditure, and thereby entailing an increased and altogether unexpected liability of £6000 per annum upon the Railway District.

Mr. Kemp, as indicated above, is not responsible for the inadequate estimate and increased expenditure for land. As I stated in my letter of 7th May, 1869, No. 205, “For this excess above estimate, Mr. Innes and Mr. Kemp are in no way responsible, but for such erroneous estimate, induced by the causes assigned in such letter, I alone must be responsible.” This responsibility I readily accept; and submit that Mr. Kemp has accepted, and must be prepared to sustain, the

onerous responsibilities which necessarily devolve upon him, as Professional Commissioner, instead of fruitlessly endeavouring to free himself from such responsibilities, and fix them upon the Engineers of the Company, the Directors, or lastly his non-professional colleagues.

THEODORE BARTLEY,  
9th January, 1871.

AFTER my experience with Mr. Kemp I greatly object to deal with general statements made by that gentleman; but as in this case the conduct of Mr. Innes and Mr. Bartley is impugned, as well as my own in the very general statement now before me, I do not hesitate to assert that it is not true I have been in the habit of asking Mr. Bartley to sign and transmit documents to Mr. Innes for his signature.

Instances have occurred, and these very few indeed, when, having become aware that Mr. Kemp would not sign applications for the concurrence of Government in expenditure on certificates for payment of moneys by the Treasurer, I have obtained Mr. Bartley's signature, and then forwarded the papers to Mr. Innes for his approval and signature,—usually with a request that if he approved he would send on such papers to the Colonial Secretary or Treasurer, as the case might be.

In order to facilitate business, I should not have hesitated to have done this more frequently, had occasions have arisen: my object having been to obtain only the two signatures required by law, and not the signatures of all the Commissioners; such requisitions always being founded on resolutions of the Board of Directors, at whose meetings two or more of the Commissioners were usually present.

I beg to observe that Mr. Kemp, on being applied to by the Accountant, has frequently signed similar documents, leaving me to get the signature of Mr. Bartley or Mr. Innes, as the case might be; in which cases, if Mr. Bartley has been accessible, I have never deemed it necessary to communicate with Mr. Innes before forwarding the documents to the Government.

The Colonial Secretary must see, indeed, that so long as the required two signatures had been obtained to these formal applications, fortified already by the resolutions of the Directory, and by the signatures of the Chairman and Secretary, to have referred to a third Commissioner could only have led to an unnecessary waste of time, and frequent irritating delay to the claimants against the Company, without any corresponding advantage to the Government or to any interest concerned.

H. DOWLING.  
23. 12. 70.

*Railway Commissioners' Office, Launceston, 9th January, 1871.*

MY DEAR MR. INNES,

I now forward for your perusal and subsequent transmission to the Government my Memorandum upon Mr. Kemp's unfounded and altogether gratuitous accusations and imputations contained in his letter of the 12th ultimo to the Colonial Secretary.

You will probably be surprised at the great length of my Memorandum, and at my entering so largely into the question of the respective responsibilities of Mr. Kemp, as the Professional Commissioner, and of you and myself as his non-professional colleagues; but as there can be no doubt the Commissioners will ere long be charged, and fairly charged, with entailing the very serious additional liability of £6000 per annum upon the Railway District, by having officially reported to the Government that the Railway could be opened for traffic for £350,000, whereas an additional £100,000 will be barely sufficient for the attainment of such object, I resolved to avail myself of the opportunity so clearly afforded me by Mr. Kemp himself officially raising the question of the respective responsibilities of himself and of us, his non-professional colleagues, for excess of expenditure upon the Railway, to endeavor, *once for all*, to bring such question to a clear and determinate issue, by showing by a statement of facts what really are such respective responsibilities, and officially to place such determinate issue upon record for the information of the Government, the Company, and the Railway District. This, I think, and hope you will think, I have fairly and clearly accomplished.

You will remember how deeply we felt the very onerous responsibilities which must inevitably devolve upon us as the non-professional Commissioners, if we reported absolutely, in the terms of the Railway Act, No. 2, that the Railway could be opened for traffic for £350,000; and that after much anxious deliberation and consultation on the question we determined not so to report, but to throw the whole responsibilities accruing from any report we might make,—in the first place, upon the Engineers of the Company and Mr. Kemp, and more especially upon Mr. Kemp as the Engineer appointed by the Governor in Council, upon whose professional information, as the best obtainable by us, our Report should be distinctly and altogether based; and in the second place, upon the Government, should they choose to accept such qualified Report, without requiring us to

obtain further professional information. This determination, it was agreed between us, I should endeavour to carry out by preparing such a careful and guarded Report as should effectually attain this object; and this we considered, and do now consider, the Report so prepared by me, submitted to and approved by you, and signed and transmitted by both of us to the Governor in Council, did so effectually accomplish.

To place a clear statement of facts so important to us upon record for public information is, I think, demanded at our hands; and acting upon such conviction, I have entered at such length into the whole question of the respective responsibilities of the Professional and non-professional Commissioners in my Memorandum, subsequent to your remarks upon Mr. Kemp's letter, which I now return, with the annexed communications for transmission by you to the Government.

I have, &c.,

(Signed) THEODORE BARTLEY.

*The Hon. F. M. INNES, Hobart Town.*

I BEG to forward the papers to the Colonial Secretary, with Mr. Bartley's detailed reply, which requires no addition, and is supported by previous correspondence published by order of Parliament. Mr. Bartley and myself are not the originators of this and of other controversies. Mr. Kemp, by unwarrantable attempts to shift responsibilities from his own shoulders, compels us to defend ourselves.

F. M. INNES.

#### OPENING OF THE RAILWAY. No. 705—712.

##### 705.

*Colonial Secretary's Office, 4th January, 1871.*

GENTLEMEN,

As I understand from Mr. Commissioner Innes that the Engineers of the Company are to report to the Directory at their next meeting on the state of the Railway with a view to its being opened for traffic at an early date, I have to request that the Commissioners will be prepared to send in a Report to the Government on the same subject as soon as may be practicable.

I have, &c.,

(Signed) JAMES MILNE WILSON.

*The Commissioners Launceston and Western Railway.*

##### 706.

*Railway Commissioners' Office, Launceston, 10th January, 1871.*

SIR,

In reply to your communication of the 4th instant, relative to the opening of the Launceston and Western Railway, we have the honor to enclose herewith copy of a letter from the Secretary to the Engineers of the Company asking for any reliable information on the question of opening the Line; also, a copy of the Engineers' reply thereto of yesterday's date, affording the latest information we can furnish to the Government upon the subject.

We will communicate any further information we may obtain relating thereto with the least possible delay.

We have, &c.

(Signed)

SAML. V. KEMP.

THEODORE BARTLEY.

*The Hon. the Colonial Secretary.*

(Copy.)

*Launceston and Western Railway Company, Limited,  
Launceston, 4th January, 1871.*

#### OPENING OF THE LINE.

DEAR SIRS,

THIS question, as you are aware, possesses much public interest, besides which it will be necessary that the Directors have sufficient notice, that proper arrangements may be made for an official procedure on the occasion.

You are also aware that myself and other officers will require the possession of the Line for completing Station and other arrangements for the due working of the traffic during, say a week, before the public have the use of the Line.

I am instructed to ask you if you can give any reliable information on this question, so that the Board may authorise necessary measures, upon which I have to report next Board Meeting.

I shall be glad of the earliest possible reply.

Yours truly,  
(Signed) HENRY DOWLING.

Messrs. DOYNE, MAJOR, and WILLETT.

(Copy.)

*Launceston and Western Railway,  
Engineers' Office, Launceston, 9th January, 1871.*

DEAR SIR,

YOUR letter of the 4th instant respecting the opening of the Line.

We regret that at the present time we are not in a position to inform you definitely when the Contractors will be ready to hand over the Line, but we shall not fail to afford you the earliest reliable information.

We have, &c.,

(Signed) DOYNE, MAJOR, & WILLETT, *Engineers.*

HENRY DOWLING, *Esq., Secretary.*

### 707.

*Railway Commissioners' Office, Launceston, 17th January, 1871.*

SIR,

IN compliance with our communication to you of the 10th instant, I have the honor to forward herewith a copy of a letter from the Company's Engineers, read at to-day's Board Meeting, relative to the opening of the Launceston and Western Railway.

I have, &c.,

(Signed) SAML. V. KEMP.

*The Hon. the Colonial Secretary.*

(Copy.)

*Launceston and Western Railway,  
Engineers' Office, Launceston, Tasmania, 16th January, 1871.*

DEAR SIR,

FOLLOWING up our letter of the 9th instant in reply to yours of the 4th instant, referring to the opening of the Line, we have to inform you that we still find ourselves in the position therein stated; and we regret to have to report that the rate of progress is not satisfactory, and the prosecution of the Works is not characterised by the vigorous measures necessary to secure the speedy and successful completion of the work so much to be desired.

We have, &c.,

(Signed) DOYNE, MAJOR, & WILLETT, *Engineers.*

HENRY DOWLING, *Esq., Secretary.*

### 708.

*Railway Commissioners' Office, Public Buildings,  
Launceston, 19th January, 1871.*

SIR,

ON the 17th instant I had the honor of transmitting to you a copy of a letter addressed by the Engineers of the Launceston and Western Railway Company to the Directors thereof, dated the 16th instant.

As that letter afforded no information beyond conveying the unsatisfactory progress made by the Contractors towards the completion of the Works, nor indicated when it is probable traffic may commence; and, as the delays are a source of much irritation here, without any desire to obtrude, I deem it within my duty to report, for your information, what I ascertained from a personal inspection of the Line.

The Works throughout are so far advanced that, by using a little energy, they could be made available for opening within a week. The culvert through the embankment at the Big Hill is the only portion about which there is seemingly any question: at this spot there exists a difference of opinion as to the safety of the Line.

The length of this culvert, when completed, will be about 280 feet. The Contractors have already built about eighty feet from the outlet face, in lengths of about twelve feet, the adoption of which course was rendered necessary by the difficulties attending the construction of the Works, and the superincumbent weight of material over the culvert. They have likewise commenced at the inlet end, and are therefore now working at two portions of the culvert.

The floods which occurred in September last damaged the old culvert, and made a chasm in the earth-work by disconnecting the brick-work, about 25 feet: this occurred at about two-thirds of the length through the culvert from the inlet end; and it is through this chasm the new culvert is now being carried.

The Engineers (Mr. Major) stated this day, before a Special Meeting of the Directory, that they will not be in a position to give an opinion as to the safety of this Culvert and Works, or advise upon the opening of the Line, until they have examined the next length through the chasm, which will not be opened out much before Tuesday next.

I, however, beg to inform you that the Contractors are now running six or eight trains a day, loaded with gravel ballast, of an average gross weight of about one hundred and fifty tons per train, and returning with the empties, over this identical embankment, without causing any vibration to the works below, or settlement of the embankment.

It must be borne in mind that the Company's trains, when the Line is opened up for general traffic, will not exceed much more than half the weight and number of the trains at present running.

It may be asked in the face of such tests whether, now that the busy season is now almost on, it would not be prudent to open the Line ere all the Works are finally completed.

This, I think, might be done, provided the doing so would not interfere with any legal obligation of the Contractors, and the weight and speed at the weak points reduced to a minimum, which would allow of neither accident to life nor to property.

A subsidence or giving way of the culvert or embankment would not be sudden or immediate: it would be gradual and show itself ere, if it were to take place, that the strength was not sufficient for the requirements; and the most that can happen would only be a temporary stoppage of the traffic, perhaps for a few hours; and even this, if it were to happen, could be provided for by having two trains to meet at such injured portions, and transfer both passengers and goods to their respective destinations.

You will understand me that, while I thus write of the safety with which trains can be run over the embankment alluded to, I do not want you to believe that, under certain circumstances, there will be no risks: a very heavy fall of rain will so affect it that it is just possible traffic may even have to be suspended for a short period, or worked as I have before suggested; but, as against this, there is the season, and the fact that every day the Line and Works are being made stronger and stronger, while the period is on when the Railway can be of the greatest possible benefit to the community.

I have, &c.,

(Signed) SAML. V. KEMP.

*The Hon. the Colonial Secretary, Hobart Town.*

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709.

*Railway Commissioners' Office, Public Buildings,  
Launceston, 23rd January, 1871.*

SIR,

WE have the honor to inform you that, at an adjourned Meeting of the Directory of the Launceston and Western Railway Company, held at 7 o'clock p.m. on the 19th instant, before which the Contractors (Messrs. Overend and Robb) and Engineers (Mr. Major) were present, the former promised to have the whole of the Works connected with their Contracts completed in such a state as to admit of the Company opening the Line on the 1st proximo,—contingent upon the Engineers being in a position to report favorably upon the condition and safety of the Culvert now in progress under the embankment at the Big Hill, so as to admit of traffic being carried over the same on that date.

The only reason given by Messrs. Overend and Robb for the non-completion of their new Contract on the 15th instant was, the difficulty in obtaining a sufficient number of able-bodied laborers during the present season,—a difficulty which we think need not have arisen had the Contractors met such a contingency by advertising for the men they required at such an advanced rate as is usually paid during harvest.

In the event of the Engineers reporting favorably as to the safety of the Line, and the Contractors fulfilling their promise, there is, in our opinion, nothing to prevent the Line from being opened for general traffic in the first week in February next.

We have, &c.,

(Signed) SAML. V. KEMP.  
THEODORE BARTLEY.

*The Hon. the Colonial Secretary, Hobart Town.*

### 710.

*Railway Commissioners' Office, Launceston, 24th January, 1871.*

SIR,

WE have the honor to report for your information that the Directory decided, at their weekly meeting held this day, to invite the whole of the Shareholders with their families to accompany the Directors over the Launceston and Western Railway on Monday, the 6th proximo; and to advertise that they will be prepared to receive traffic on and after the Tuesday following.

It was further decided to suspend the mid-day trains on Monday, the 13th proximo, to enable His Excellency the Governor of the Colony and his Ministry to officially open the Line on that date.

The majority of the Directory present were opposed to the spending of any sum of money in demonstrating the occasion, as it must ultimately fall upon the Railway District; and proposed to limit the invites to the following:—

His Excellency the Governor and Suite,  
The Ministry,  
Their Honors the Judges,  
The President of the Legislative Council  
The Speaker of the House of Assembly,  
The Mayors of Hobart Town and Launceston,  
The Wardens of the Railway District,  
The Railway Commissioners,  
The Directors of the Company,  
The Secretary and Engineers of the Company, and  
The Contractors, Messrs. Overend and Robb.

It must be borne in mind that these arrangements are subject to the fulfilment of the promise given by Messrs. Overend and Robb, that they would complete the works in such a state as to admit of the Line being in order to receive traffic on the 1st proximo; and the favourable report from the Engineers as to the safety of the culvert and embankment at the Big Hill.

We take this early opportunity of informing you of the arrangements proposed by the Directory, and beg to intimate, that in the event of any alteration taking place in the carrying out of such arrangements, that we shall lose no time in making you acquainted with the same.

We have, &c.,

(Signed) SAML. V. KEMP.  
THEODORE BARTLEY.

*To the Hon. the Colonial Secretary, Hobart Town.*

*Railway Commissioners' Office, Launceston, 26th January, 1871.*

SIR,

As the Launceston and Western Railway is now about to be opened for public traffic, I beg to be allowed to submit, that while I have no desire to throw any impediment upon an event which has been so long desired and anxiously looked for, I consider it is only my duty to point out that there are yet, in my opinion, works to be done more or less necessary to render the undertaking free from risk. Danger is not imminent, but where it is in prospect, if it be possible, it should be averted; I therefore take leave to state:—

That along the Line of Railway, and in close proximity to the fences, there are many trees, decayed and otherwise, which are at any time liable to fall across the rails. These should be so denuded, or felled, as to render them free from danger.

The level crossing gates throughout the Line are very numerous, especially the Accommodation or Farmer's Crossings. Some of them are so placed that there is little or no distance of a look-out ahead for an engine driver to perceive an obstacle until he is almost upon it; and a rapid attempt to pass through these gates will expose the train, with its freight, to severe injury, perhaps occasion loss of life and damage to merchandize, since the keepers, or person for whom such gates have been erected, may not have heard the alarm of an approaching train, or omitted to observe uniformity of time with the Railway, to enable them to allow of the free passage of a train. Very distinct orders therefore ought, in my opinion, to be given to the engine drivers and others as to the rate of speed and caution to be observed at such spots; failing this, accident is certain.

The same remarks apply to the numerous curves along the Line, but more especially on the incline through the "Jingler's Valley."

Many of the slopes of the cuttings throughout the Line, especially in the vicinity of the "Big Hill," are insufficiently flattened—such slopes being liable at any time to crumble or slip down; much work on this account, sooner or later, will be absolutely necessary at considerable cost.

In former communications I directed your attention to the lowness of some of the levels of the Line, especially those between St. Leonard's and Launceston; I regret that my more extended knowledge of the localities does not permit me to alter those opinions I then gave. I think a great mistake was made in substituting for the execution of the works a plan so different from that which was lodged in the Office of the Deputy Commissioner of Crown Lands in Launceston, in accordance with the Railway Act, No. 24, of 1865.

The Station accommodation, at the Intermediate and Terminal Stations, I fear will be found insufficient to meet the requirements of the Line. This is certain, if the anticipated traffic is forthcoming—and we all hope it will. Nor are the arrangements for working the general traffic all I could desire; and in regard to them I cannot but feel that further outlay, and alterations of existing arrangements to facilitate working, will, at no distant time, be rendered necessary, at considerable cost.

Although it may not be within my province as Commissioner to allude to the fares, yet, as I was present at the Board meetings when the scale of fares was discussed, my silence might lead to the belief that I was an assenting party to the scale published. I desire now to record that I was not. I have always felt, that it is extended traffic with limited fares that will alone make the undertaking pay: this not observed, present coaches and carriers will continue to ply their vocations, it may be at questionable rates, but their continuance will be a serious loss to the Company.

Low rates have made the traffic of Scotland the best paying Railways in the United Kingdom.

Craving your permission to forward a copy of this communication to the Directory of the Launceston and Western Railway Company,

I have, &c.,

(Signed) SAML. V. KEMP.

*The Hon. the Colonial Secretary.*

REFERRED to Mr. Commissioner Innes for his observations.

J. M. WILSON.  
7th February, 1871.

1. THE risks from falling trees in proximity to the Line did not escape the vigilance of Mr. Jetter, the Company's Traffic Manager, as I informed the Colonial Secretary at the date of this communication, and I am sure will be obviated without the intervention of the Government, which is only calculated to irritate when it is obtruded without occasion in obvious matters.



2. The observations of Mr. Kemp on the level crossing gates in numerous curves apply to the original plan of the Line, and might have been usefully made when in conjunction with Mr. Bartley and myself he, as professional Commissioner, first reported on the Line to the Government. They are too late now.

3. The same remarks apply to the defective slopes. If it was the province of the Commissioners to embrace engineering objections, the time to do so was in January, 1868, when Mr. Kemp, as professional Commissioner, reported to Mr. Bartley and myself in the first instance, and subsequently to the Executive, (see Correspondence, Parl. Papers, 1868, p. 9) that he had "inspected the country to be traversed by the proposed Line of Railway" \* \* \* "also examined the plans, specifications, and schedule of quantities furnished by the Company's Engineer,"—and when his report was as silent as to the defective character of the slopes, and the inevitable eventual cost incident thereto, as were his verbal communications to his unprofessional colleagues.

4. The departure from the original plan of the Railway escaped the professional Commissioner's detection till the Line was nearly completed, and it is of no avail now to animadvert either upon the deviation or the failure to remonstrate against it in proper time.

5. Every one connected with the Railway knows that the Station accommodation is deficient; but the alternative was to submit to the deficiency or exceed the funds at the disposal of the Company and Commissioners, to which latter alternative no one objected so much as the Commissioners.

6. It would have been most imprudent in the Government to have sought to influence the Company's discretion in fixing the fares, &c., and would possibly have been made a ground of insisting on future concessions. The rates determined on have been justified so far by experience, and the argument of the Directory is unanswerable that it is easier to *reduce* if found expedient than it would be to *raise* the tariff.

Having advised the Colonial Secretary some time since in accordance with the views herein set forth, this letter has remained in abeyance until asked for.

F. M. INNES.  
*April 3rd.*

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### 712.

By ELECTRIC TELEGRAPH.

*8th February, 1871.*

THE Colonial Secretary requests Mr. Mason to notify to the Heads of Departments in the Public Service in Launceston, that the Public Offices will be closed on the 10th instant, being the day appointed for the opening of the Launceston and Western Railway.

(Signed) J. M. WILSON.

To T. MASON, Esq., Launceston.

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### CHARGE AGAINST ENGINEERS OF HAVING GIVEN AN IMPROPER CERTIFICATE. Nos. 713 TO 729.

#### 713.

*Railway Commissioners' Office, Public Buildings,  
Launceston, 24th March, 1871.*

SIR,

WE have the honor to intimate that it was yesterday communicated to the Directory of the Launceston and Western Railway Company that the Engineers had given to the Contractors, Messrs. Overend and Robb, a final Certificate of the completion of the whole of the works of their Contract.

No reference was made to the Commissioners in regard to their approval prior to such Certificate being given.

Not having been called upon, the Commissioners cannot advise how far the course observed by the Engineers may be correct; but if desired, the professional Commissioner will personally inspect the whole of the line and afterwards furnish you with his report. In the event of this not being required of him, he desires to avoid a misunderstanding, and therefore will not obtrude his services.

We have, &c.,

(Signed)

SAML. V. KEMP.  
FRED. M. INNES.

To the Hon. the Colonial Secretary, Hobart Town.

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714.

BY ELECTRIC TELEGRAPH.

*Launceston, 27th March, 1871.*

Not having had the opportunity of signing the letter addressed to the Colonial Secretary by Messrs Kemp and Innes on the 24th, having reference to the final Certificate given by the Engineers to the Contractors, may I request you to attach my name thereto?

THEODORE BARTLEY.

B. T. SOLLY, *Esq.*

715.

*Colonial Secretary's Office, 30th March, 1871.*

GENTLEMEN,

I HAVE the honor to acknowledge the receipt of your letter of the 24th instant, informing me that the Engineers had given to the Contractors, Messrs. Overend and Robb, a final Certificate of the whole of the works of their Contract, and that no reference had been made to the Commissioners in regard to their approval prior to such Certificate being given.

It appears to the Government desirable that the professional Commissioner should personally inspect the whole of the line, and report to the Government whether the works under the Contract, and such deviations therefrom as may have received the sanction of the Governor in Council, have been completed in a satisfactory manner, and in accordance with the conditions of the said Contract and sanctioned deviations.

I have, &c.,

(Signed)

JAMES MILNE WILSON.

*The Commissioners Launceston & Western Railway.*

716.

*Railway Commissioners' Office, Public Buildings,  
Launceston, 3rd April, 1871.*

SIR,

WE have the honor to acknowledge the receipt of your communication of the 30th ultimo, wherein you state, with reference to the giving of the final Certificate to the Contractors, Messrs. Overend and Robb, that "it appears to the Government desirable that the professional Commissioner should personally inspect the whole of the line, and report to the Government whether the works under the Contract, and such deviations therefrom as may have received the sanction of the Governor in Council, have been complied with in a satisfactory manner, and in accordance with the conditions of the said Contract and sanctioned deviations." In reply, we have the honor to state that the professional Commissioner will immediately set about carrying out your instructions, and will report accordingly.

The performance of this duty will necessarily occupy some considerable time.

We have, &c.,

(Signed)

SAML. V. KEMP.

THEODORE BARTLEY.

*To the Hon. J. M. WILSON, Esq.,  
Colonial Secretary, Hobart Town.*

717.

*Railway Commissioners' Office, Public Buildings,  
Launceston, 23rd May, 1871.*

SIR,

I HAVE the honor to state that, in accordance with the instructions contained in your communication of the 30th March last, "that the Professional Commissioner should personally inspect the whole of the line, and report to the Government whether the works under the contract, and such deviations therefrom as may have received the sanction of the Governor in Council, have been completed in a satisfactory manner, and in accordance with the conditions of the said contract and sanctioned deviations," I have endeavoured so far to carry out this by making a careful examination of the Line of Railway by walking from one end of it to the other, and during this, scrupulously inspecting the whole of the works executed under Messrs. Overend and Robb's contract.

The examination, with the limited information at my disposal, involved some time as well as trouble; but this was more than compensated from my being put in a position to satisfy myself as to what—apart from the Certificate of the Engineers—was the state of the line when certified to as being completed, and whether the Certificate was premature or otherwise.

As might have been expected in such a work as that of the Launceston and Western Railway, the construction could hardly be carried out in all its details, as shown upon the plans and described in the specification. Considerable alterations, additions, and deviations have therefore been made; material and labour taken from one part of the line but to be given to another; substitutions and concessions have also been made—in very many cases much to the advantage of the Contractors—the greater portion of which was originally done without the sanction of the Governor in Council or knowledge of the Commissioners. This was not obtained until long after such works were ordered by the Engineers, and in some cases completed. And here I may observe in this communication, that if my suggestions in regard to the form of Certificate and mode of keeping the accounts had been acted upon in the early stages of the contract, very many of such works would have been detected and adjusted while the contract was being executed.

As it is well to observe these for future reference, I send herewith, and in a separate paper, complete detailed particulars of the whole as taken by me in my late inspection.

The works as a whole appear to be substantially constructed; but they are far in excess of what would have met all the requirements of the districts through which the Line of Railway passes; and in consequence, an outlay has been involved inconsistent with true economy and judicious management.

The matter of the ballasting of the line I approach with diffidence; but although it is unpleasant, yet it is a duty, and from which I cannot shrink.

I premise by stating that the quantity of ballast to be laid upon the line is clearly described, and is determined in the 136th clause of the specification to be 18 inches deep in the centre and 12 feet wide at the top surface, the slopes falling at the rate of one and a half horizontally to one vertically. This would make the depth at the top edges of the slopes—after allowing for the counter of the formation—two feet, and the bottom with 18 feet, which would give an average width of ballast of 15 feet: yet I find on examination that the width on the whole line will not average more than 13 feet 9 inches.

The Contractors have been paid the sum of £49,776 12s. on the assumption that the quantity required by the contract had been laid upon the line of Railway, while in reality it is, taking it at the lowest estimate, one-twelfth short; or, in other words, the Contractors have been overpaid by about £4148. This will seem to be incredible, but it is not the less true, as my examination was so conducted that only but a most trifling error could arise. The measurements of the ballast were taken at nearly every ten chains in length for the whole length of the line, and only in a few instances was the ballast found to be of the specified widths.

Although I have thus reported upon the ballasting, I beg you will not conclude that additional ballast is required. This is not the case in my opinion: I but point out the fact that the Contractors have received a Certificate for that which they have not performed; and that in consequence the Commissioners signed cheques for payment which now I presume they would withhold.

I hope my noticing the deficiency in the contract quantity of ballast will not have the effect of causing additional ballast to be put upon the line. To do this would be but to make an additional charge, while the works would not receive a corresponding benefit. This opinion is not a recent one. I gave it in evidence when being examined before a Parliamentary Committee.

I have further to observe that in some parts of the line of Railway sufficient provision has not been made for the rapid escape of flood waters; and several parts of the line are constructed considerably below flood level.

It is right that I should advise you, in regard to the route and the gradients shown upon the drawings under which the line of Railway has been constructed, that I am unable to report upon the same. To do this I should have to be provided with a staff of assistants, and this would involve considerable expense. The consideration of this I refer to the Government.

I beg to mention, in conclusion, that a copy of this communication has been laid before Mr. Bartley, and I have called upon Mr. Innes to peruse it at your Office.

I have, &c.,

(Signed)

SAML. V. KEMP.

To the Hon. J. M. WILSON, Esq., Colonial Secretary, Hobart Town.

*STATEMENT of Alterations, Substitutions, Additions, &c. which have been made in the carrying out of the **Lanncoston and Western Railway.***

At 0 m. 00 chs. the 3ft. timber culvert provided for the Contract has been made double its original length at an extra cost of £75 19s.

At 0 m. 20 chs. an extra bay of 20 feet has been added to the wooden viaduct over the first crossing of the North Esk River, without incurring any extra, by doing away with a similar bay at the next crossing of the river at 1m. 77chs.

At 0 m. 30 chs. extra outlet ditches have been cut at a cost of £20 6s.

At 0 m. 57 chs. a timber culvert has been inserted under the embankment at an extra cost of £17 16s.

At 0 m. 58 chs. an extra occupation road crossing has been made at a cost of £63 5s.

At 1 m. 15 chs. an extra occupation road crossing has been made at a cost of £21 10s.

The slopes of No. 1 Cutting have been flattened, for which no charge appears to have been made. I presume the Contractors required the material from the cutting to make the embankment.

At 1 m. 25 chs. an extra occupation road crossing has been made at a cost of £23.

The slopes of Nos. 2 and 3 Cuttings have been flattened, and no charge appears to have been made.

At 1 m. 46 chs. an extra wooden bridge of 3 spans, each 12 feet, has been made at a cost of £81.

At 1 m. 46½ chs. an extra iron pipe of 12 in. diameter was originally put in to carry off the flood waters, (in place of the above 3-span bridge), at a cost of £28 12s. 1d.

At 1 m. 51 chs. an extra wooden bridge of 3 spans, each 12 feet, has been made at a cost of £81.

At 1 m. 77 chs. the wooden viaduct over the second crossing of the North Esk River has been reduced in length 20 feet (one bay), and joined on to the viaduct at 0 m. 20 chs. without any additional cost.

At 2 m. 6 chs. an extra wooden bridge of 5 spans, each 12 feet, has been made at a cost of £135.

At 2 m. 12 chs. an extra occupation road crossing has been made at a cost of £23.

The slopes of No. 5 Cutting have been flattened at an extra cost of £259 8s.

At 2 m. 42 chs. additional timber and iron work has been added to the viaduct over the 3rd crossing of the North Esk River at an extra cost of £35 0s. 8d.

The slopes of No. 6 Cutting have been flattened at an extra cost of £68 9s. 6d.

At 2 m. 74 chs. a 2-feet cast-iron pipe has been substituted for a 3-feet brick culvert, and no deduction appears to have been made for such substitution.

At 2 m. 76 chs. an extra wooden bridge of 5 spans, each 12 feet, has been made at a cost of £135.

At 3 m. 8 chs. an extra occupation road crossing has been made at a cost of £21 10s.

At 3 m. 9 chs. an extra wooden bridge of 4 bays, each 12 feet, has been made at a cost of £99.

At 3 m. 12 chs. an extra 12-inch cast iron pipe has been inserted at a cost of £153 15s. 4d.

At 3 m. 21 chs. an extra wooden bridge of 4 bays, each 12 feet, has been made at a cost of £99.

At 3 m. 25 chs. a 2-feet cast iron pipe has been substituted for a 3-feet brick culvert specified, and no deduction appears to have been made for such substitution.

At 3 m. 28 chs. an extra occupation road crossing has been made at a cost of £213 12s. 6d.

At 3 m. 31 chs. a 2-feet by 1-foot wooden culvert has been inserted, and for which no charge appears to have been made.

The slopes of No. 8 Cutting have been flattened, and no charge appears to have been made for the same.

The slopes of No. 9 Cutting have been flattened at an extra cost of £237 7s. 9d.

At 3 m. 50 chs. an extra 12-inch cast iron pipe has been inserted at a cost of £21 2s. 10d.

The slopes of No. 10 Cutting have been flattened at an extra cost of £16 1s.

At 3 m. 60 chs. a 2-feet cast iron pipe has been substituted for a 2-feet brick culvert specified, and no deduction appears to have been made for such substitution.

At 3 m. 62 chs. an extra occupation road crossing has been made at a cost of £31 10s.

The slopes of No. 11 Cutting have been flattened, and no charge appears to have been made for the same.

At 4 m. 1 ch. a 9-inch earthenware pipe has been inserted at an extra cost of £4 16s.

The slopes of No. 13 Cutting have been flattened at an extra cost of £96 9s.

At 4 m. 32 chs. the double 5-feet brick culvert originally built was washed away by the September floods, and a wooden bridge of three spans, the centre one being 25 feet, has been substituted for such culvert at an extra cost of £814 10s.

The slopes of No. 14 Cutting have been flattened, and no charge appears to have been made for same.

At 4 m. 46 chs. a 9-inch earthenware pipe has been inserted at an extra cost of £2 7s.

At 4 m. 41 chs. an extra occupation road crossing has been made at a cost of £21 10s.

The slopes of No. 15 Cutting have been flattened, and no charge appears to have been made for the same.

At 4 m. 57 chs. a 2-feet cast-iron pipe has been substituted for a 2-feet brick culvert specified.

The slopes of No. 16 Cutting have been flattened at an extra cost of £145 14s. 6d.

At 4 m. 66 chs. a 9-inch earthenware pipe has been inserted at an extra cost of £4 8s.

The slopes of No. 20 Cutting have been flattened at an extra cost of £82 15s. 6d.

The slopes of No. 21 Cutting have been flattened, and no charge appears to have been made for the same.

The slopes of No. 22 Cutting have been flattened at an extra cost of £118 2s. 6d.

At 5 m. 52 ch. an extra occupation road crossing has been made at a cost of £21 10s.

- The slopes of No. 23 Cutting have been flattened at an extra cost of £7 14s.
- The slopes of No. 24 Cutting have been flattened at an extra cost of £59 8s.
- The slopes of No. 25 Cutting have been flattened at an extra cost of £60 16s.
- The slopes of No. 26 Cutting have been flattened at an extra cost of £89 7s. 4d.
- At 6 m. 8 ch. an extra occupation road crossing has been made at a cost of £21 10s.
- The slopes of No. 27 Cutting have been flattened at an extra cost of £32 8s.
- The slopes of No. 28 Cutting have been flattened at an extra cost of £146 6s.
- At 6 m. 44 ch. two nine-inch earthenware drain pipes have been inserted at an extra cost
- The slopes of No. 30 Cutting have been flattened at an extra cost of £58 2s.
- At 6 m. 73 ch. an extra occupation road crossing has been made at a cost of £21 10s.
- At 6 m. 74 ch. a 12-in. cast-iron pipe has been substituted for a 2-feet brick culvert, and no deduction appears to have been made for such substitution.
- The slopes of No. 31 Cutting have been flattened at an extra cost of £344 9s. 6d.
- At 7 m. 40 ch. a cheaper description of crossing gate than that specified has been substituted, and a reduction of £19 14s. 11d. has been made in the accounts.
- At 7 m. 40½ chains a nine-inch earthenware drain pipe has been inserted at an extra cost of £2.
- The slopes of No. 32 cutting have been flattened at an extra cost of £64 2s. 6d.
- The slopes of No. 33 Cutting have been flattened at extra cost of 10s. 6d.
- The slopes of No. 34 Cutting have been flattened, and no charge appears to have been made for the same.
- At 7 m. 72 chains an extra occupation road crossing has been made at a cost of £41 4s. 11d.
- At 8 m. 9 ch. an extra timber culvert, 18 in. by 18 in., has been made, and no charge appears to have been made for the same.
- The slopes of No. 35 Cutting have been flattened at an extra cost of £472 3s.
- At 8 m. 20 ch. an extra timber culvert, 18 in. by 18 in., has been made, and no charge appears to have been made for the same.
- At 8 m. 28 ch. a two feet iron pipe has been substituted for a four feet brick culvert, and no corresponding reduction in the cost appears to have been made.
- At 8 m. 33 ch. an extra occupation road crossing has been made at a cost of £21 10s.
- The slopes of No. 36 Cutting have been flattened at an extra cost of £190 9s. 9d.
- At 8 m. 53 ch. a 2 feet cast-iron pipe has been substituted for a 2 feet brick culvert specified.
- At 8 m. 54½ ch. a temporary occupation crossing was made (during the construction of an over-bridge) at an extra cost of £3.
- The slopes of No. 37 Cutting have been flattened at an extra cost of £2581 12s.
- At 8 m. 70 ch. the occupation road gate, shown upon the drawings and provided for in the Contract, has been dispensed with, and a sum of £41 4s. 11d. has been deducted.
- At 9 m. 2 ch. a 3 feet by 2 feet wooden culvert has been inserted across the line, and no charge appears to have been made for it. This culvert was put in to relieve the works after the floods in September last.
- At 9 m. 28 ch. a new brick culvert has been inserted under the Big Bank at an extra cost of £4642 10s.
- The original culvert was so much damaged by the late floods as to necessitate an entirely new culvert of larger area.
- From 9 m. 2 ch. to 9 m. 37 ch. the gradient of the line of rails has been altered from 1 in 70 to 1 in 50 at an extra cost of £350, and considerable concessions have been given to the Contractors thereby.
- The slopes of No. 38 Cutting have been flattened at an extra cost of £8215 6s. 3d. This cutting has not been taken out to the specified depth by about 14 feet.
- At 9 m. 37½ chains an extra occupation road crossing has been made at a cost of £21 10s.
- At 9 m. 49 ch. an earthenware drain has been put in at an extra cost of £2.
- At 9 m. 55 ch. the damages done to the 3-ft. brick culvert by the September floods have been made good, and a wooden apron has been constructed at an extra cost of £76 1s.
- The slopes of No. 40 Cutting have been flattened at an extra cost of £330 16s. 9d.
- At 9 m. 74 ch. an extra occupation road crossing has been made at a cost of £75 4s. 6d.
- At 10 m. 7 ch. an extra 12-inch iron pipe has been inserted at a cost of £62 7s. 11d.
- At 10 m. 14 ch. a double three feet brick culvert has been substituted for a double four feet brick culvert specified, and a reduction of £50 13s. 8d. has been made.
- The slopes of No. 42 Cutting have been flattened at an extra cost of £2459 13s. 2d.
- At 10 m. 39 ch. an extra occupation road crossing has been made at a cost of £26 7s. 6d.
- At 10 m. 53 ch. an extra 9-inch earthenware drain pipe has been inserted, for which no charge appears to have been made.
- At 10 m. 59 chs. an extra 9-inch earthenware drain pipe has been inserted at an extra cost of £2.
- At 10 m. 65 chs. a 2-feet iron pipe has been substituted for a 3-feet brick culvert, and no deduction appears to have been made for such substitution.
- At 10 m. 69 chs. an extra occupation road crossing has been made at a cost of £31 12s. 6d.
- At 11 m. 10 chs. a 2-feet iron pipe has been substituted for a 2-feet brick culvert.
- At 11 m. 20 chs. a wooden culvert, 18 in. by 18 in., has been inserted at an extra cost of £12 7s. 6d.
- At 11 m. 22 chs. a 2-feet iron pipe has been substituted for a 2-feet brick culvert.

At 11 m. 25 chs. a 12-inch iron pipe has been inserted, and no charge appears to have been made for the same.

At 11 m. 32 chs. a 12-inch iron pipe has also been inserted, and no charge appears to have been made for the same.

At 12 m. 2 chs. the section shows an occupation road gate, and the accounts show that a cheaper kind of gate has been substituted; but, on inspection, no gate at all seems to have been erected. £19 14s. has been deducted for the substitution, whereas £41 4s. 11d. ought to have been deducted.

At 12 m. 21 chs. an extra occupation road crossing has been made at a cost of £21 10s.

At 12 m. 33 chs. a rough rubble culvert has been made, for which no charge appears to have been made.

At 12 m. 41 chs. ditto ditto.

At 12 m. 62 chs. a 2-feet iron pipe has been substituted for a 2-feet brick culvert.

At 13 m. 8 chs. a 9-inch earthenware drain pipe has been inserted, and no charge for the same appears to have been made.

At 13 m. 21 chs. a 2-feet iron pipe has been substituted for a 2-feet brick culvert.

At 13 m. 39 chs. a 12-inch iron pipe has been inserted, and no charge appears to have been made for the same.

At 13 m. 46 chs. sixty-three feet of 12-inch iron piping has been substituted for a 2-feet brick culvert, at an extra cost of 2s. 9d. (Note—This may be intended to include the item above.)

At 14 m. 2 chs. crossing styles have been made in the fences at an extra cost of £7.

The slopes of No. 57 Cutting have been flattened at an extra cost of £101 5s.

At 14 m. 29 chs. an extra public road crossing has been made at a cost of £102 5s.

At 14 m. 74 chs. an occupation road crossing has been dispensed with and a sum of £44 0s. 3d. has been deducted.

At 15 m. 0 chs. a 2-feet iron pipe has been substituted for a 2-feet brick culvert without any deduction appearing in the accounts. (Note—The scheduled price for this brick culvert being £138 12s. 4d.)

An extra 2-feet iron pipe has been built alongside the substituted one at an extra cost of £43.

The public road gate intended to be erected at 15 m. 6 chs. has been removed to 15 m. 23½ chs.

At 15 m. 10 chs. a 9-inch earthenware pipe has been inserted in the road diversion at an extra cost of £2 4s.

At 15 m. 10 chs. a new wooden bridge of two lays, each 12 feet, has been erected at an extra cost of £49 10s.

A 12-inch pipe was originally designed to take the flood waters at this place, which pipe now lies upon the ground unused.

At 15 m. 18 chs. a 9-inch earthenware drain pipe has been inserted at an extra cost of £2 16s.

At 15 m. 42 chs. an occupation road crossing has been dispensed with, and a sum of £43 11s. 1d. has been deducted.

At 15 m. 57 chs. a 2-feet iron pipe has been substituted for a 2-feet brick culvert.

At 16 m. 0 chs. an extra occupation road crossing has been made at a cost of £21 10s.

The slopes of No. 63 Cutting have been flattened at an extra cost of £2158 18s.

At 17 m. 8 chs. an extra occupation bridge on road diversion has been erected at a cost of £83 19s. 7d.

Concrete under the foundations of the South Esk Bridge and brick viaduct at Longford has been put in, at an extra cost of £400.

At 17 m. 48 chs. a 12-inch earthenware pipe has been inserted under a portion of No. 64 Embankment, at an extra cost of £8 2s. 6d.

At 18 m. 36 chs. an extra occupation road crossing has been made at a cost of £21 10s.

The slopes of No. 66 Cutting have been flattened and no charge appears to have been made for the same.

The side ditching—or fence ditches—appears to have been omitted at and about 18 m. 45 chs.

At 18 m. 60 chs. an extra occupation road crossing has been made at a cost of £21 10s.

At 18 m. 67 chs. a 12-inch iron pipe has been substituted for a 2-feet brick culvert, and £4 13s. 3d. has been deducted.

At 19 m. 61 chs. an extra occupation road crossing has been made at a cost of £21 10s.

The slopes of No. 68 Cutting have been flattened at an extra cost of £686 6s. 4d.

At 20 m. 12 chs. an extra occupation road crossing has been made at a cost of £21 10s.

At 20 m. 39 chs. an extra occupation road crossing has been made at a cost of £21 10s.

At 20 m. 74 chs. an extra occupation road crossing has been made at a cost of £21 10s.

At 21 m. 56 chs. an extra occupation crossing has been made, *only 6 feet wide*, at a cost of £21 10s.

At 22 m. 64 chs. a double 2-feet brick culvert has been substituted for a single 2-feet culvert as specified, at an extra cost of £12 9s. 9d.

The slopes of No. 75 Cutting have been flattened at an extra cost of £35 6s. 6d.

At 23 m. 23 chs. a two-feet brick culvert has been substituted for a *four*-feet brick specified, and no reduction appears to have been made for such substitution.

At 23 m. 32 chs. a 12-inch cast iron pipe has been inserted at an extra cost of £21 2s. 10d.

At 23 m. 33 chs. an extra occupation road crossing has been made at a cost of £21 10s.

At 24 m. 10 chs. an extra occupation road crossing has been made at a cost of £21 10s.

At 24 m. 25 chs. a 12-inch earthenware pipe has been inserted at an extra cost of £4 11s.

At 25 m. 10 chs. a double 2-feet brick culvert has been substituted for a 3-feet brick culvert as specified.

At 25 m. 30 chs. a double 2-feet brick culvert has been substituted for a 3-feet brick culvert specified.

At 25 m. 34 chs. an extra occupation road crossing has been made at a cost of £21 10s.

- At 25 m. 63 chs. a wooden culvert has been inserted at an extra cost of £22 8s.
- At 25 m. 79 chs. an extra occupation road crossing has been made at a cost of £21 10s.
- At 26 m. 9 chs. a 9-inch earthenware drain pipe has been inserted at an extra cost of £2 4s.
- At 26 m. 16 chs. a 9-inch earthenware drain pipe has been inserted at an extra cost of £2 16s.
- The slopes of No. 83 Cutting have been flattened at an extra cost of £64 2s. 8d.
- The slopes of No. 84 Cutting have been flattened at an extra cost of £54 18s. 6d.
- At 27 m. 31 chs. a 2-feet wooden culvert has been inserted at an extra cost of £9 7s. 6d.
- From 27 m. 29 chs. to 27 m. 35 chs. the line has been raised one foot in height at an extra cost of £36 1s. 6d.
- At 27 m. 34 chs. an extra occupation road crossing has been made at a cost of £21 10s.
- At 27 m. 66 chs. an extra occupation road crossing has been made at a cost of £21 10s.
- At 29 m. 9 chs. a 9-inch earthenware drain has been inserted across the line at an extra cost of £2 8s.
- At 29 m. 10 chs. an extra occupation road crossing has been made at a cost of £71 2s. 3d.
- At 29 m. 11 chs. a rough timber culvert has been made with condemned sleepers, no charge appears to have been made for this work.
- At 29 m. 21 chs. an extra occupation road crossing has been made at a cost of £21 10s.
- At 29 m. 60 chs. a cheaper description of occupation gate from that specified has been substituted at a reduction of £49 12s. 3d. from the contract.
- At 30 m. 1 ch. a 2-feet iron pipe has been substituted for an 18-inch brick culvert specified.
- At 30 m. 20 chs. an extra 2-feet iron pipe has been inserted, and no charge appears to have been made for the same.
- At 30 m. 32 chs. a rough timber culvert has been made, and no charge appears to have been made for the same.
- At 30 m. 33 chs. the 2 feet brick culvert specified has been dispensed with. I presume the 2-feet iron pipe at 30 m. 20 chs. has been substituted for it.
- At 30 m. 45 chs. the 12-inch iron pipe shown upon the Section has not been put in, and no deduction seems to have been made in any of the accounts for such omission.
- At 30 m. 63 chs. a cheaper description of occupation gate has been substituted, and a reduction of £19 14s. 11d. has been made.
- At 30 m. 64 chs. a 2-feet iron pipe has been substituted for a 2-feet brick culvert.
- At 31 m. 5 chs. a 2-feet iron pipe has been substituted for a 2-feet brick culvert.
- The slopes of No. 91 Cutting have been flattened at an extra cost of £47 17s. 8d.
- At 31 m. 50 chs. a 2-feet brick culvert has been omitted, and £20 3s. has been deducted from the contract.
- At 31 m. 60 chs. an extra occupation road crossing has been made at a cost of £21 10s.
- At 31 m. 70 chs. the 12-inch iron pipe shown upon the drawings has not been put in. Two 12-inch pipes, each 9 feet long, are lying upon the ground.
- At 31 m. 78 chs. an extra occupation road crossing has been made at a cost of £21 10s.
- At 32 m. 11 chs. a wooden bridge of 2 bays, each 12 feet, has been erected at an extra cost of £49 10s.
- At 32 m. 51 chs. a cheaper description of crossing gate from that specified has been substituted, and a sum of £19 14s. 11d. has been deducted from the contract.
- At 32 m. 60 chs. twenty-four chains of outlet drains have been made at an extra cost of £52 16s.
- At 32 m. 74 chs. an occupation road gate and crossing has been substituted for a public road crossing specified, and a sum of £34 9s. 8d. has been deducted.
- The slopes of No. 94 Cutting have been flattened at an extra cost of £81 6s.
- At 34 m. 14 chs. a double occupation road crossing, of a cheaper description than the single occupation road gate specified, has been substituted at a reduction in cost of £12 2s. 11d.
- At 34 m. 24 chs. an extra occupation road crossing has been made at a cost of £21 10s.
- At 34 m. 48½ chs. an extra occupation road crossing has been made at a cost of £55 2s. 11d.
- At 34 m. 53 chs. a 2-feet iron pipe has been substituted for an 18-inch brick culvert specified.
- At 34 m. 54½ chs. the 2-feet brick culvert specified has been dispensed with, and a sum of £23 has been deducted. £36 16s. ought to have been, in my opinion, deducted.
- At 35 m. 26½ chs. the Sections show the street at Westbury to be diverted: the street has been closed only.
- At 35 m. 46 chs. a 9-inch earthenware drain pipe is said to have been put in at an extra cost of £2 12s., but I failed to discover the same on the ground.
- At 35 m. 64 chs., bridge over the Quamby Brook, the wing walls have been raised and the water ways increased, at an extra cost of £40 10s.
- At 36 m. 6 chs. a 9-inch earthenware drain pipe has been inserted at an extra cost of £2 4s.
- At 36 m. 13½ chs. the Contract provides for an occupation road crossing which has not been made, and no deduction appears to have been made in the account for such omission. This crossing is scheduled at £51 11s. 11d.
- At 37 m. 8 chs. a 4-feet brick culvert has been substituted for the 2-feet brick culvert specified at an extra cost of £40 6s. 8d.
- At 37 m. 18 chs. a 2-feet brick culvert has been substituted for the 18-inch brick culvert specified.
- At 37 m. 62 chs. the brick culvert under the road approach and diversion has been shortened in length from that specified, and a sum of £268 12s. 9d. has been deducted.
- At 37 m. 70 chs. a double 9-inch earthenware drain pipe has been inserted at an extra cost of £4 2s.

At 37 m. 70 chs. a timber culvert has been inserted under the road diversion at an extra cost of £6 6s.

At 38 m. 5 chs. a timber culvert has been inserted under the road approach of the occupation crossing at an extra cost of £6 6s.

At 38 m. 8 chs. a 3-feet brick culvert has been built, and no extra charge appears to have been made for the same. (This is not an extra, it is Item 99a in the Schedule.)

At 38 m. 12 chs. twenty chains of outlet drain has been cut and twelve chains of old drain has been enlarged at an extra cost of £85 16s.

The gradient through No. 110 Cutting has been altered from 1 in 70 to 1 in 65. The slopes have been flattened and the width of the cutting has been reduced as an equivalent for the alteration in the gradient.

At 38 m. 49 chs. extras to the occupation over bridge have been made at a cost of £82 3s.

At 39 m. 2 chs. the section shows a 12-inch iron pipe. No pipe appears to have been inserted, and no deduction appears to have been made for such omission.

At 39 m. 52 chs. an extra occupation road crossing has been made at a cost of £21 10s.

At 39 m. 53 chs. an extra 2-feet iron pipe has been inserted, which does not appear to have been charged for.

At 39 m. 79 chs. an extra occupation road crossing has been made at a cost of £21 10s.

At 40 m. 12 chs. an extra occupation road crossing has been made at a cost of £21 10s.

At 40 m. 29 chs. a cheaper description of occupation crossing gate from that specified has been substituted, and a sum of £20 9s. 2d. has been deducted.

At 40 m. 43 chs. an extra occupation road crossing with gates has been made, and no charge appears to have been made for the same.

At 40 m. 64 chs. a cheaper description of occupation crossing gate from that specified has been substituted, and a sum of £19 14s. 11d. has been deducted.

At 40 m. 76 chs. a 2-feet brick culvert has been substituted for an 18-inch brick culvert specified.

At 41 m. 34 chs. an extra occupation road crossing has been made at a cost of £21 10s.

At 41 m. 65 chs. a 2-feet brick culvert has been substituted for the 12-inch iron pipe specified at an extra cost of £13 19s. 1d.

At 42 m. 9½ chs. a 5-feet brick culvert has been substituted for the 6-feet brick culvert specified, and no deduction appears to have been made for the same.

At 42 m. 51½ chs. a 12-inch iron pipe has been substituted for the 2-feet brick culvert specified, and no deduction appears to have been made for such substitution.

At 42 m. 66 chs. an extra 12-inch iron pipe has been inserted and paid for, amounting to £25 14s. 1d., but upon examination I failed to discover the same.

At 42 m. 73 chs. a 12-inch iron pipe has been substituted for a 3-feet brick culvert specified, and £32 14s. 8d. has been deducted for such substitution.

At 43 m. 7½ chs. an extra occupation road crossing has been made at a cost of £21 10s.

At 43 m. 41 chs. a 2-feet brick culvert has been substituted for an 18-inch culvert specified.

At 43 m. 49 chs. an extra occupation road crossing has been made at a cost of £21 10s.

At 43 m. 74 chs. an extra occupation road crossing has been made at a cost of £21 10s.

At 43 m. 79 chs. an extra 2-feet brick culvert has been built at a cost of £22.

At 44 m. 42 chs. a cheaper description of occupation road crossing gate from that specified has been substituted, and a sum of £22 1s. 1d. has been deducted for such substitution.

SAM. V. KEMP.  
23. 5. 71.

FORWARDED for the perusal of Commissioners Messrs. Innes and Bartley.

J. M. WILSON.  
1 June, 1871.

WE have perused Mr. Kemp's Letter and Report, and would respectfully recommend that they be at once referred to the Directory of the Company for any remarks or explanations thereon which they, the Secretary, and the Engineers of the Company may be prepared to offer.

THEODORE BARTLEY.  
FRED. M. INNES.

REFERRED as suggested for the observations of the Directors.

J. M. WILSON.  
8 June, 1871.

718.

*Launceston and Western Railway Company, Limited,*  
*Launceston, 28th June, 1871.*

SIR,

I HAVE the honor to return Mr. Kemp's letter of the 23rd ultimo, which I have submitted to the Directors. This letter is accompanied by remarks which the Engineers and the Secretary have addressed to the Board.



I am instructed to say that the items in Mr. Kemp's schedule have, for the principal part at least, been settled by the Company with the concurrence of the Commissioners and Government, without which concurrence, as you are aware, the Directors have no power to expend a shilling. Two or three items of extras only have to be settled with the Contractors.

The statement made by Mr. Kemp, that "the works as a whole appear to be substantially constructed," must be satisfactory to the Government. It is fully confirmatory of the Reports of the Engineers to the Company, and of the voluntary testimony of professional visitors.

I am, &c.,

(Signed)

H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

### 719.

*Launceston and Western Railway, 22nd June, 1871.*

GENTLEMEN,

I HAVE the honor to lay before you a letter by Mr. Kemp, dated 23rd ultimo, with schedule attached, being a Report made to the Government, in pursuance of instructions addressed to him by the Colonial Secretary on the 30th March last; and which Messrs. Innes and Bartley recommended should be referred to the Directory of the Company "for any remarks which they, the Secretary, and the Engineers of the Company may be prepared to offer thereon;" and which papers were so referred by the Colonial Secretary on the 8th instant.

As reported, I sent on these papers to the Engineers, and I now enclose their reply.

From the moment when the Governor in Council authorised the work being proceeded with, and when consequently Mr. Kemp's official employment was no longer contingent, as previously it had been, upon the nature of the preliminary certificates of the Commissioners, down to the present time, Mr. Kemp's course of conduct has been marked by precisely similar characteristics. The letter under review is but a link in a long chain of proceedings marked by strong personal antipathies.

(1.) The Directors and the Government are aware that so far back as August, 1869, I called the attention of the Commissioners to a statement made by Mr. Kemp, that "at 2m. 55c. a rough rubble culvert had been substituted for a 12 in. iron pipe," to which the Engineers had made no objection. I got no reply from the Commissioners; but within two months, namely in October, 1869, Mr. Kemp put in this statement in evidence before the Parliamentary Committee, without a word of explanation! On the 6th January, 1870, and on the 21st May, 1870, I again asked an explanation; and at the end of June, Mr. Kemp alleged that both these letters had been mislaid. Copies were consequently supplied on the 2nd July, when Mr. Kemp replied, that he would "furnish the information sought, the first opportunity he had of walking over the line."

His duty must have very often required that he should have walked over the line since that date; but nothing has been done towards satisfying my interrogatory, or to relieve the Engineers and Contractors from the stigma thus cast upon them, and published under the authority of the Parliament. Yet now, when Mr. Kemp admits having walked over the line, this charge about the rubble culvert has been quietly dropped out of his Report.

I deem it necessary to recapitulate the details of this proceeding.

On the 2nd August, 1869, a grave charge of malversation is made against the Engineers, in collusion with the Contractors. On the 13th of that month he is made aware that its truthfulness has been challenged; yet in the month of October following, he procures a record of the slander in the Parliamentary Papers. To this fact I call attention of Commissioners in January and May, 1870. Then, at the end of June, Mr. Kemp avers that both these letters, which I have reason to believe the Commissioners never had laid before them, had been mislaid. Copies were then furnished, and in July, Mr. Kemp promised "to furnish information, when he had the opportunity of walking the line"—but he then added, as if in verification of a fact, "at the time I made the inspection I was accompanied by a man, in the Engineers' employ, who also looked through the openings, and pronounced it a rough rubble culvert."

No further notice has been taken, as I have previously stated, from that time until now, and it is dropped out of this elaborate Report!

I refer to this point at some length as it is an apt illustration of Mr. Kemp's mode of procedure, and of the recklessness—happily rare in official life—with which he trifles with the reputation of others; and which has tended to great loss to the Company in various ways.

I have only to add that there was not the slightest ground for the statement made, and that I satisfied myself of this, by a personal examination of the work in 1870. The pipe is under a bank 6 or 8 feet high, and a rough rubble culvert could scarcely have been expected to have borne the weight.

(2.) The treatment by Mr. Kemp of the question affecting alterations at item 174, cutting No. 38, the Directors will find altogether unjust to the Contractors, the Engineers, his fellow Commissioners, and the Directors. He alleges that "considerable concessions" have been given to the Contractors, but conceals the fact that they executed a work calculated to cost £795 for the sum of £350 (p. 5, Parl. Papers, 1870). The Directors will remember the very lengthy correspondence, comprising 24 long letters and papers, and the irritating delay to the Contractors' payments, which ended in Mr. Manley deciding against Mr. Kemp, when the cheque, so long unjustly withheld, was signed by Messrs. Innes and Bartley.

Under these circumstances I feel it to be my duty to protest against the manner in which Mr. Kemp now seeks to place on record his version of the settlement in question.

(3.) But gravest of all is the procedure of Mr. Kemp in charging the Engineers, in collusion with the Contractors, with malversation in respect to ballast.

With the professional question itself I have nothing to do; but I should be guilty of dereliction of duty, did I not call attention in this place to the very long and irritating correspondence—the delay in Contractors' payments which cost interest to the Company, and the expenses of a deputation to Hobart Town—all arising out of Mr. Kemp's complaint that he was not furnished with details respecting measurements, which the Engineers asserted could not be reliably made in the case of cuttings in progress. These proceedings ended, as the Directors will remember, in an offer made by Mr. Doyne to give Mr. Kemp the necessary assistance "to enable him" (Mr. Kemp) "to do what he (Mr. Doyne) asserted he could not satisfactorily do." Such aid was afforded on the sole occasion of the demand being made by Mr. Kemp; and the result was only to establish the fact of his unwarranted assumption of professional skill.

But now we arrive at the instance where the Engineers *do* supply data verifying their certificates for payment of ballast—details, mile by mile almost, up to 1 per cent. of the whole quantity, and finally in full; and Mr. Kemp never verified, upon the ground, any of these details, or if he did at any time, passed them as correct, and allowed the Directors to pass accounts, and his coadjutors to sign cheques for payment; and then, having allowed a settlement in full, at the last moment, and in response to an official request, declares the Contractors have been paid nearly £5000 in excess, and that the line is deficient in the essential of ballast nearly 8 per cent. of the contract quantity.

(4.) Mr. Kemp takes occasion to assert that works have been performed without orders, and so on, which could never have occurred, he says, "had his suggestions in regard to the form of certificate, and mode of keeping accounts, been acted upon."

I reply that Mr. Kemp never comprehended the nature of the certificate; that it presented a perfect check; and that his assumption of superior knowledge of book-keeping is not justified by any prior experience.

There are many minor points in the schedule which I could shew to have been dealt with in the same spirit as he has dealt with these principal points; but these serve sufficiently to indicate to the Directors and the Government my objections, without longer trespassing on your time.

I am, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Chairman and Directors.*

720.

*Launceston and Western Railway, Engineer's Office,  
Launceston, Tasmania, 16th June, 1871.*

DEAR SIR,

WE have received your letter of the 9th instant, enclosing a Report addressed by Mr. Kemp to the Honorable Colonial Secretary on the 23rd ultimo, together with a list of Alterations and Additions, &c. which have been made in carrying out the works of this Railway, and requesting our report thereon.

2. We have perused the Report and examined the Return appended, which latter—divested of the comments with which it is interspersed—we find to be, with a few unimportant exceptions, a correct compilation of the various alterations which have been introduced during the construction of the works, and reported to you from time to time.

3. Turning to the Report, we observe that much of it is devoted to a reproduction of matters long since disposed of, and apparently not contemplated in the instructions of the Colonial Secretary. Of this portion of the Report, therefore, the only part which we desire to note is the fact recorded by Mr. Kemp, that he has "scrupulously inspected the whole of the works executed under Messrs. Overend & Robb's Contract," and that "the works as a whole appear to be substantially constructed."

4. The remainder of the Report, referring to the ballasting of the line, is that which chiefly demands our attention, containing as it does a statement of the gravest character, openly put forward as a distinct charge of dereliction of duty against ourselves. We at once most emphatically deny the truth of that statement, and beg to tender an explanation which would be superfluous to any professional man, but which, under the circumstances, is necessary for the information of the Directors, and through them of the Colonial Secretary.

5. In the first place Mr. Kemp's figures are incorrect. Taking his own mode of calculation, the base of the ballast according to the drawings and specification should not be 18 feet wide, as stated by him, nor the average width 15 feet. This, however, is of no importance.

6. We assert positively that the full quantity of ballast specified has been supplied, and duly laid to the specified dimensions (except at No. 38 embankment, where there are special reasons for not completing the ballasting at present). That, however, was some time ago, and during that time there has been a great deal of traffic on the line. Any one who is familiar with the constant process of "lifting and packing up"—an operation performed by ramming the ballast underneath the sleepers—in order to maintain the true level, necessitated on all railways by subsidence in the earthworks, shrinkage of the ballast itself (especially while fresh), and other causes, will readily understand how the outside measurement gradually becomes altered, the width becoming less, the depth greater, and the whole more consolidated. Many other minor causes help to diminish the width of the ballast, such for instance as the constant tramping of the workmen employed in maintaining the road; but it is quite unnecessary to adduce these. We repeat that the full quantity specified is upon the road, although the precise form specified for the first construction has of necessity become altered. This being so, it follows that there has been no overpayment so far as alleged; and for the rest, the Contractors are bound, if necessary, to add to the ballast from time to time as the maintenance of the line may require, and at the termination of their contract to hand over the works "in perfect order." (Section 18, Gen. Conditions.)

7. The payments on account of ballast commenced in August, 1869, and continued at intervals until February, 1871. Mr. Kemp has been supplied from our office, previous to each payment, with the fullest information, mile by mile, of the quantity of ballast certified for. This information, it is notorious, he at one time professed to be of the utmost importance to him, in order, as we understand, to enable him to verify our payments on account. If, therefore, it was ever Mr. Kemp's duty to verify these payments, it was surely during the period referred to while the work was new, and at a time when, if the measurements were incorrect, the payments could be withheld; and not *now*, after several months of traffic and maintenance repairs, when, as we have explained, outside measurements no longer coincide with those on which payment was made; and when, also, the accounts have been settled and the money paid.

8. Mr. Kemp states that the ballast is one-twelfth, or say 8 per cent., short of the specified quantity,—that is, that only 92 per cent. has been supplied. We append an extract of the last entries in our Certificate Book, similar to those supplied to Mr. Kemp. From this you will see that so far back as August, 1870, nearly 36 miles were returned as executed to the extent of 95 per cent. and therefore in excess of Mr. Kemp's limit; in October, 28 miles were returned as completed, and 14 miles more 95 per cent. Again in February, 1871, the quantities were given as 28 miles completed, and 16 miles 99 per cent. (This was the last Progress Certificate issued.) Still Mr. Kemp is silent, and permits the money to be paid away: it is only now, in his report dated 23rd May, 1871, made in response to a special call from the Colonial Secretary, that he thinks it necessary to "point out the fact that the Contractors have received a certificate for that which they have not performed; and that, in consequence, the Commissioners signed cheques for payments, which now, I presume, they would withhold." (!) We refrain from comment upon this *naïve* admission, and commend it to the attention of Mr. Kemp's colleagues.

9. In conclusion, while apologising for the introduction of a personal matter, we feel it due to ourselves to enter our respectful protest against the unwarrantable manner in which Mr. Kemp has chosen to introduce his statement with regard to the ballast. We feel sure that, in the minds of those who have to consider his report, the tone and language employed will do more to betray the real motives of the writer than any explanation we can offer.

We remain, &c.,

(Signed)

DOYNE, MAJOR, & WILLETT, *Engineers.*

HENRY DOWLING, *Esq., Secretary.*

#### APPENDIX.—*Extract from Certificate Book.*

##### *Ballasting, Item 129.*

		£	s.	d.	£	s.	d.
1870.	Advances on account brought forward .....				41,059	10	0
Aug. 5.	0m. 0c. to 9m. 0c. 95 p. c. }						
	9m. 0c. to 9m. 30c. <i>Nil</i> }	11,521	0	0			
	9m. 30c. to 10m. 0c. 95 p. c. }						

		£	s.	d.	£	s.	d.
10m. 00c. to 11m. 60c. 90 p. c. }							
11m. 60c. to 12m. 34c. 67 p. c. }							
12m. 34c. to 17m. 12c. 90 p. c. }		10,240	0	0			
17m. 12c. to 24m. 00c. 95 p. c. }							
24m. 00c. to 43m. 35c. 95 p. c. ....		23,266	10	0			
					45,027	10	0
Oct. 22. 0m. 0c. to 9m. 0c. 95 p. c. }							
9m. 0c. to 9m. 30c. Nil. }		11,521	2	6			
9m. 30c. to 10m. 00c. 95 p. c. }							
10m. 0c. to 12m. 34c. 90 p. c. }		10,830	0	0			
12m. 34c. to 17m. 12c. 95 p. c. }							
17m. 12c. to 24m. 00c. complete. }		25,945	0	0			
24m. 00c. to 45m. 00c. complete. ....					48,296	2	6
1871.							
Feb. 27. 0m. 0c. to 9m. 0c. 99 p. c. }							
9m. 0c. to 9m. 30c. 50 p. c. }							
9m. 30. to 10m. 00c. 95 p. c. }		1000	0	0			
10m. 00c. 17m. 12c. 99 p. c. }							
17m. 12c. to 45m. 00c. complete. ....					49,296	2	6

## 721.

Colonial Secretary's Office, 6th July, 1871.

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 28th ultimo, transmitting a communication from the Engineers of the Launceston and Western Railway Company, addressed to yourself, under date the 16th ultimo, commenting upon the Report made by Mr. Kemp to the Government, dated 23rd May, together with your letter to the Chairman and Directors of the 22nd ultimo.

I presume that these various documents were read over at Meetings of the Directors when the Commissioners were present.

I have, &amp;c.,

(Signed)

JAMES MILNE WILSON.

H. DOWLING, Esq., Secretary,  
Launceston and Western Railway Company.

## 722.

Launceston and Western Railway Company, Limited,  
Launceston, 7th July, 1871.

SIR,

IN reply to your letter of yesterday, and to confirm the presumption at which you arrived in the last paragraph, I have the honor to say that Mr. Bartley and Mr. Kemp were present at the Meetings of Directors when the various documents you refer to, as well as a draft of my letter of the 28th ultimo, were read over, and the latter adopted as the reply of the Directory.

I have, &amp;c.

(Signed)

H. DOWLING, Secretary.

The Hon. the Colonial Secretary, Hobart Town.

## 723.

Railway Commissioners' Office, Public Buildings,  
Launceston, 12th July, 1871.

SIR,

AT a Meeting of the Directory held yesterday, a communication was read having reference to the replies of the Engineers, and remarks of the Secretary, upon my Report of the Launceston and Western Railway of the 23rd May last.

It is just that I should observe, that although I only heard such replies and remarks read at a Board Meeting of the Directors, I had no opportunity afforded me of commenting upon them.

I have, &amp;c.,

(Signed)

SAML. V. KEMP.

To the Hon. J. M. WILSON, Esq.,  
Colonial Secretary, Hobart Town.

## 724.

*Colonial Secretary's Office, 17th July, 1871.*

SIR,

WITH reference to your letter of the 12th instant, in which you inform me that though the replies of the Engineers and the remarks of the Secretary upon your Report of the Launceston and Western Railway, of the 23rd May last, had been read at a Board Meeting of the Directors, you had no opportunity of commenting upon them, I have now the honor to forward the documents in question for your perusal.

I have, &amp;c.,

(Signed)

JAMES MILNE WILSON.

S. V. KEMP, *Esq., Commissioner,  
Launceston and Western Railway.*

## 725.

*Railway Commissioners' Office, Public Buildings,  
Launceston, 26th July, 1871.*

SIR,

I HAVE the honor to acknowledge the receipt of your communication of the 17th instant, covering replies from the Engineers, and remarks from the Secretary, relating to my report upon the Launceston and Western Railway. I should have answered these before but for my absence in Hobart Town.

Briefly I may state that it is not my intention to reply in this communication to any extraneous matter, but to confine myself strictly to the point at issue, (*i.e.*) the overpayments of ballast.

The specification determines the quantity of ballast to be put upon the Line of Railway, and runs thus :—

*Clause 136.*—The quantity of ballast to be used, and the form to which it shall be dressed, are shown in drawing No. 3, figs. 5 and 6. On the centre line it shall be one foot six inches in depth, measured from the top surface of the rails; and the width at rail level shall be twelve feet, the slopes falling at the rates of one and a half horizontally to one vertically.

This, if strictly carried out, would give an average depth of a little over 1 foot 8 inches, because the formation of the whole of the line is raised six inches in the centre, and would also give an average width of ballast of very nearly fifteen feet.

Upon my measuring the ballast during my inspection of the line, I found the width would not average more than 13 feet 9 inches throughout the whole length of the line.

To this the Company's Engineers reply : (clause 5 of their letter, 16th June, 1871)—

"In the first place Mr. Kemp's figures are incorrect. Taking his own mode of calculation, the base of the ballast according to the drawings and specification should not be 18 feet wide as stated by him, nor the average width 15 feet. This, however, is of no importance."

I demur to this statement, and, with deference, say it is made in error. That I am in the right can be readily seen by a reference to the plans and specifications.

I am aware that there is a subsidence in ballast once laid, as there is in earthwork, but provision in both cases have for such contingencies to be made by the contractors.

The scheduled quantity of ballast has not been put upon the line, although I am prepared to admit that the depth of ballast in several places along the line is greater than is specified; but this has been occasioned by the subsidence of the earthwork underneath such ballast, and the contractors have elected to put ballast instead of stripping and lifting the road and putting in earth, which would have entailed a greater cost than ballast. This I maintain does not affect the width, which is so capable of demonstration, that, although I have no desire to be considered headstrong, yet as a fact is involved in it I re-assert the substance of what is contained in my letter to you of the 23rd of May last.

To make up the scheduled quantity per mile for which the contractors have been paid, the ballast must be of an average width of fifteen feet by one foot eight inches deep, from which quantity the displacement of the sleeper must be deducted.

I append a diagram which shows the actual sectional area of the ballast paid for, but which I again repeat has not been put upon the line; in fact, some of the cuttings are so constructed that the contract quantity cannot be put upon the line.

I take leave to make a suggestion, that as the difference between the Engineers and myself is as to a matter of fact—which an examination can determine, that this for your own satisfaction should be ordered,—Mr. James Scott, Surveyor, Mr. R. C. Gunn, or any other gentleman acquainted with measurement is capable of adjudicating in the matter; and to either, or both of them, or to any other to whom you might name, would I refer the question in dispute.

If it be found that I am in the wrong, I shall be glad to withdraw from the position I have taken up, and to cover the cost attendant upon the reference.

The Secretary's letter is meant to avoid the question at issue, and to substitute for it a war of vituperation,—I decline therefore to notice it.

I have, &c.,  
(Signed)

SAML. V. KEMP.

To the Hon. J. M. WILSON, M.L.C.,  
Colonial Secretary, Hobart Town.

Scheduled quantity of ballast in the contract is 4583 c. yds. per mile  $\div$  1760 = 2604 c. yds. for every lineal yd. forward.

To produce this quantity of ballast you must take the average width at 15 feet by 1 yard forward  
by 1 foot 8 in. deep = 75 c. ft.

Less 1 sleeper 9 in.  $\times$  9 in.  $\times$  4½ in. = say 2.6

$72.6 \div 27 = 2.66$  c. yds. for every lineal yard forward.

## 726.

*Railway Commissioners' Office, Public Buildings,  
Launceston, 27th July, 1871.*

SIR,

FOLLOWING up my communication of yesterday's date in regard to the disputed quantity of ballast, it is due to myself that I should put you in possession of the precautions I endeavoured to take to guard against any irregularities in overpayments upon contract with Messrs. Overend & Robb.

At a Board Meeting of the Launceston and Western Railway Company held on the 28th of March last, at which Messrs. Green, Button, Weedon, Fisher, Tyson, Gibson, Bartley, and myself were present, the following letter from the Engineers of the Company, and final Certificate to Messrs. Overend & Robb, were read:—

*Launceston and Western Railway, Engineers' Office, Launceston, 22nd March, 1871:*

DEAR SIR,

WE have the honor to advise you that we have this day issued our Certificate to the Contractors, Messrs. Overend & Robb, that the works have been completed to our satisfaction.

After perusing the letter of Messrs. Douglas & Collins, dated 23rd February, 1871, we now see no objection to payment being made on account of maintenance, as applied for by the Contractors, and recommend an advance of Two thousand Pounds (£2000) on that account.

We are, &c.,  
(Signed) DOYNE, MAJOR, & WILLETT, *Engineers.*

To HENRY DOWLING, Esquire, Secretary.

*Launceston and Western Railway, Engineers' Office, Launceston, 22nd March, 1871.*

GENTLEMEN,

WE hereby certify that you have completed to our satisfaction the works comprised in your contract for the construction of the Launceston and Western Railway, dated 16th July, 1868, as amended 22nd November, 1870, except the culvert at 9m. 8 chs.

We are, &c.,  
(Signed) DOYNE, MAJOR, & WILLETT, *Engineers.*

Messrs. OVEREND & ROBB.

Upon the consideration of this letter and certificate, I moved the following Resolution:—

"That the Engineers of the Company be called upon to supply to this Board a final certificate in detail, with all the alterations, substitutions, additions, &c. that have taken place to and from the original Contract entered into with Messrs. Overend & Robb."

In moving this Resolution I pointed out to the Directory how desirable it was to have a complete statement from the Engineers on record, showing the detailed quantities of work executed; or at least that they should be called upon to furnish a certificate, upon the usual form, as was used in all previous progress certificates. I regret to say that my motion found no seconder, consequently it lapsed.

I heard nothing more of this final Certificate until I learned, some little time after the 20th of April following, that the cheque for the amount of such Certificate had been signed by my co-Commissioners, Messrs. Innes and Bartley, and paid to Messrs. Overend & Robb. Immediately upon becoming acquainted with this fact I wrote the following letter to the Secretary of the Company :—

*Railway Commissioners' Office, Launceston, 29th April, 1871.*

SIR,

HAVING learned that my coadjutors have signed the cheque for the final payment of work executed by Messrs. Overend & Robb under their contract No. 1 for the construction of the line, I trust the Secretary or Engineers of the Launceston and Western Railway Company have taken the usual precaution of obtaining from the Contractors a full discharge of all demands up to the date of such final payment.

I have, &c.,  
(Signed) SAML. V. KEMP.

*To the Secretary of the L. & W. Railway Company.*

It must be clearly borne in mind that in the early stages of the contract, when the long and much to be regretted controversy was raging between the Commissioners and the Directory and their Engineers, relative to the data demanded by the former, that the latter always contended that the amounts set opposite to each item in their progress certificates were only approximate, and to attempt to give details would only be to deceive all concerned; and it was added that, even if an overpayment were made, that such payment would correct itself in the next preceding progress certificate.

Further, Mr. Doyne stated before the Directory in Launceston, and also before the Ministry of the day in Hobart Town, who received a deputation from the Directory of the Company in June, 1869, that I failed to comprehend their system of contract as advocated, or the form of certificate they furnish, adding, at the same time, that when the whole of the works were finally completed, the fullest detailed information would be supplied by their firm, which would show all alterations, additions, substitutions, &c.

If the promise has been complied with I am in ignorance of it, nor is it alluded to in the Minutes of the Directory.

My position being peculiar, I have endeavoured, so far as in my power, not to be considered obtrusive; and my co-Commissioners will bear me out that, while I respected the feelings of others, and desired to avoid even the show of suspicion, I never shrunk from the performance of any duty that they deemed advisable, although different motives by others were insinuated.

I have, &c.,  
(Signed) SAML. V. KEMP.

*To the Hon. J. M. WILSON, M.L.C.,  
Colonial Secretary, Hobart Town.*

## 727.

*Railway Commissioners' Office, Launceston, 22nd August, 1871.*

SIR,

THE Report of Mr. Kemp upon the completion of the Launceston and Western Railway having, in accordance with our recommendation endorsed thereon, been submitted by you to the Directors, the Engineers, and the Secretary of the Company, for their respective observations, and the Report having been returned to you with such observations conveyed in separate communications from those parties, we have the honor to request that the Report, together with such several communications, may be now transmitted to us, thereby affording us an opportunity of fully reporting to the Government thereon, and more especially upon the very serious allegation made by Mr. Kemp that a very large overpayment had been made to the Contractors by the Company and Commissioners for ballast which had not been supplied.

Such an allegation necessarily implies that, to say the least, we had not taken proper precautions to prevent such alleged overpayment; and we are desirous to prove to the satisfaction of the Government that we had neglected no such precaution, and that we are in no way responsible for such alleged overpayment.

We have, &c.,  
(Signed) THEODORE BARTLEY.  
FRED. M. INNES.

*The Hon. the Colonial Secretary, Hobart Town.*

*Colonial Secretary's Office, 25th August, 1871.*

GENTLEMEN,

IN compliance with the request contained in your letter of the 22nd instant, I have the honor to forward herewith the Report furnished by Mr. Kemp to the Government on the Launceston and Western Railway, together with the several subsequent communications relating thereto.

I have, &c.,

(Signed)

JAMES MILNE WILSON.

*The Hon. F. M. INNES and THEODORE BARTLEY, Esq.*

*Railway Commissioners' Office, Launceston, 15th September, 1871.*

SIR,

HAVING attentively perused the Report of the Professional Commissioner, dated 23rd May last, on the Launceston and Western Railway, with the annexed communications, we now have the honor to report for the information of the Government:—

1. That the whole of the “alterations, substitutions, additions, &c., &c.” which have been made in carrying out the Launceston and Western Railway, as enumerated and described by Mr. Kemp in a statement attached to his said Report, having been either approved of by the Government and paid for with its concurrence, or finally settled for with the Contractors at the conference between them, the Directors, and Commissioners held on the 11th day of October last, when the Contractors made a concession amounting to £2330 9s. 1d. upon their claim for “extras,” as was duly reported to the Government by the Commissioners, we therefore forbear from taking up the time of the Government to no purpose by any comment upon the statement referred to.

2. We shall confine our observations to the very grave allegation contained in Mr. Kemp's said Report, to which such statement is annexed, viz., “That the Contractors have been overpaid by about £4148 for ballast which had not been put upon the line in accordance with the terms of their Contract,” which allegation the Engineers, in their reply of 16th June to Mr. Kemp's said Report, referred to them, most emphatically deny.

3. Upon the question whether the full quantity of ballast has or has not been put upon the line in accordance with the terms of the Contract we shall not attempt to enter, such being purely an engineering question, so at issue between the Professional Commissioner and the Engineer of the Company, and can only be satisfactorily determined by some third party of competent engineering ability and practical experience in the construction of Railways, whose established reputation in these respects would command the confidence of all the parties interested in the issue of such question.

4. We consider that Mr. Kemp's suggestion contained in his letter to you on the 26th July last, that the question should be remitted for the determination of either or both of the gentlemen named by him, or of any other unprofessional person, could not be attended with any satisfactory result, and, in our opinion, should not for one moment be entertained by the Government.

5. We are, however, of opinion, that immediately before the period when the Contractors' maintenance of the line terminates such a competent Engineer as we have described should be employed to determine whether the full quantity of ballast has or has not been put upon the line in accordance with the terms of the Contract, when, if it should be determined that any quantity of ballast has been short delivered, and any overpayment made for the same to the Contractors, they will, under the terms of their Contract, be liable to deliver any such quantity of ballast, or to have such overpayment deducted from their “retention money;” and as the question is of such magnitude directly affecting the perfect construction of the Railway, and the many interests therein involved, we would recommend that all the expenses attendant upon the employment of such Engineer and making the necessary survey of the line should be defrayed from the balance now at the credit of “the Company and Commissioners;” and that as the period of maintenance by the Contractors expires on the 1st November next, we would further recommend that no time should be lost, but that immediate steps be taken to obtain the services of such competent Engineer.

6. Having made the foregoing remarks upon the question whether the full quantity of ballast has, or has not, been put upon the line, we now turn to the allegation of Mr. Kemp that the Company and Commissioners have overpaid the Contractors for ballast that they had not put upon



the line. As the truth of such allegation is altogether involved in the question whether the full quantity of ballast has, or has not, been put upon the line, it follows that it being, as we have said, purely an engineering question, we are not prepared to say whether such overpayment has, or has not, been so made; but we confidently assert that, so far as the Commissioners are concerned, if such alleged overpayment has been made, the professional Commissioner, and the professional Commissioner alone, is responsible for such overpayment: which assertion we shall now proceed to establish.

7. Mr. Kemp in his Report says:—"If my suggestions in regard to the form of certificate and mode of keeping the accounts had been acted upon in the early stages of the contract, very many of such works (alterations, substitutions, additions, &c.) would have been detected and adjusted while the contract was being executed."

8. The form of certificate suggested, or rather demanded, by Mr. Kemp was a form by which each progress certificate should set forth "the detailed quantities" of work executed upon every item contained in the schedule attached to the contract to the date of such certificate; and the "mode of keeping the accounts," also suggested, or rather insisted upon, by Mr. Kemp, was, that the amounts due to the Contractors upon every such item should be based and calculated upon such "detailed quantities."

9. The Engineers of the Company, in reply to such demand of Mr. Kemp, distinctly and emphatically reported that as the works set forth in the larger portion of the respective items in such schedule were contracted for at a certain fixed price, set forth opposite every such item in such schedule and also in every progress certificate, such price not having been based upon quantities, they, the Engineers, could not furnish the quantities of work performed upon such items in the progress certificates; and therefore could only certify that the contractors were, up to the date thereof, entitled, on account of the total contract price of every such item, to the payment of the amount shown in such certificates to be due to them on account of such items respectively.

10. Mr. Kemp thereupon, about May, 1869, represented to the Government that, in order to obtain the additional information he required to enable him to check or verify the correctness of the progress certificates, it was absolutely necessary that he should be furnished with a staff of Assistants to enable him, by a personal examination and measurement of all the works in progress on the line, to obtain the information he alleged was withheld by the Engineers.

11. The Government responded to such application in July, 1869, by authorising Mr. Kemp to engage such staff of Assistants, at a cost estimated, but not limited, to £35 per month, to be paid by the Company and Commissioners.

12. The Engineers, desirous to avoid such a very large additional charge upon the funds of the Company, which, moreover, they represented as perfectly useless, offered to place at the disposal of Mr. Kemp, for the examination and measurement of the works in progress on the line, one of their Assistant Engineers with the necessary Chainmen. Mr. Kemp eventually assented to such offer of the Engineers, and once, and once only, obtained from the Engineers the services of an Assistant Engineer and Chainmen, and with them went and examined, and requested such Assistant Engineer to measure a small portion of the works in progress, leaving him on the line to do so. Afterwards, Mr. Kemp continued his demands for detailed quantities on the certificates, and the controversy between him and the Engineers on such demand continued until August or September, when the Engineers, desirous to terminate, if practicable, such controversy, expressed to the Directors their willingness to endeavour to meet Mr. Kemp's views as far as was practicable, by furnishing every detail in their power of the works executed on the various items upon the face of the respective progress certificates; and suggested that Mr. Kemp should personally confer with one of the Engineers whose more especial duty it was to prepare and furnish the progress certificates, with the view of his supplying such additional detailed information with them as might be satisfactory to Mr. Kemp, and enable him to determine the correctness or otherwise of the progress certificates. Mr. Kemp afterwards informed us that he had held such conference, and was quite satisfied with the additional details the Engineers had agreed to furnish with each progress certificate; and thenceforward Mr. Kemp never applied to the Engineers, nor in any other way obtained the services of assistants to enable him personally to ascertain the correctness or incorrectness of the progress certificates, but expressed himself as perfectly satisfied with the additional detailed information furnished by the Engineers with them in accordance with the said arrangement, and afterwards never once made any objection to the payments on any such certificates except the final one, for reasons to which we will hereafter refer.

13. Although the Engineers so emphatically reported that they could not furnish detailed quantities upon a great portion of the items, they made no such objection as respects the very large and important item "ballast," the total contract price for which—viz., £49,766 12s.—was based upon "quantities" which they were quite prepared to supply; and, according to their assertion contained in their reply of 16th June last to Mr. Kemp's Report, did supply such quantities in the

most minute detail, in the form annexed to their said letter, with every progress certificate, and previous to the first and every succeeding payment made to the Contractors for ballast. We quote the assertion of the Engineers to the above effect, with their remarks thereon, from the 7th paragraph of their said letter of 16th June last :—

“The payments on account of ballast commenced in August, 1869, and continued at intervals until February, 1871. Mr. Kemp has been supplied from our Office previous to each payment with the fullest information, mile by mile, of the quantity of ballast certified for. This information, it is notorious, he at one time, professed to be of the utmost importance to enable him to verify our payments on account. If, therefore, it was ever Mr. Kemp's duty to verify these payments, it was surely during the period referred to, while the work was new, and at a time when, if the measurements were incorrect, this payment could be withheld, and not now after several months of traffic and maintenance-repairs, when, as we have explained, outside measurements no longer coincide with those upon which payment was made, and when also the accounts have been settled and the money paid.”

We have quoted in full these remarks of the Engineers as to what was the duty clearly demanded at Mr. Kemp's hands, the performance of which he had represented as indispensable on his part to enable him to verify the Progress Certificates showing the respective amounts due to the Contractors for ballast, and the progress payments for same on such Certificates, because such remarks of the Engineers so exactly and clearly set forth the opinions we entertain upon the said questions, that, to shorten this communication, and thereby save the time of the Government, we content ourselves with distinctly affirming that the opinions and remarks of the Engineers as above quoted have our entire concurrence; and we would here distinctly and emphatically assert that Mr. Kemp never on any one occasion, either at any Board Meeting or otherwise, raised any direct or implied objection to any Progress Certificate setting forth the respective amounts due for ballast nor to the payment of such amounts by the Company and Commissioners—nor when objecting to the form of the final Certificate, as not including in detail a list of “alterations, substitutions, additions, &c. &c., which had then taken place,” and having then in his possession the return of detailed quantities of ballast so furnished by the Engineers, upon which the last Progress payment certified for was calculated, did Mr. Kemp attempt to raise any direct or implied objection to such last Certificate in respect to the quantity of ballast put upon the line, nor to such last payment being made to the Contractors.

14. We would here respectfully ask special attention to the very remarkable fact, that in neither of Mr. Kemp's letters purporting to be a reply to the letter of the Engineers we have just quoted has he attempted to controvert such statements, having such a very important bearing upon his allegation of the overpayment for ballast, nor to reply to the remarks of the Engineers equally important, nor even in any way to allude to them, but on the contrary Mr. Kemp's letter of the 26th July last, purporting to be a reply to that of the Engineers of the 16th June, is wholly taken up with endeavouring to demonstrate that his allegation as to the short delivery of ballast upon the line and the large overpayment for the same is correct, and that the Engineers in denying the truth of such allegation are in error, thereby labouring to ensure his own condemnation.

Mr. Kemp attempts to justify his so confining his reply to the Engineers to that portion of the question so at issue between them, and in no way alluding to the very important statements and remarks in their letter which we have quoted, by saying in the commencement of such reply, “that it is not my intention to reply in this communication to any extraneous matters, but shall confine myself strictly to the point at issue (*i.e.*) the overpayment for ballast.”

Does Mr. Kemp—who had reported to the Government that his co-Commissioners, by neglecting to attend to his “precautions” with reference to the Final Certificate, had overpaid the Contractors the enormous sum of £4148 for ballast not put upon the line—venture to assert that the direct charge made by the Engineers in their said reply—that he had altogether neglected to take those precautions—the personal examination and measurement of the ballast during the progress of the works, and previous to the respective amounts certified on account of same by the Progress Certificates being paid, which, according to Mr. Kemp's often repeated and distinct declarations, would have effectually guarded against any overpayment—that he had utterly neglected to perform a duty he had declared to be indispensable on his part, and that, after he had demanded and obtained from the Engineers with every such Progress Certificate the detailed quantities of ballast then put upon the line, to enable him to take such “precautions” and perform such duties—we ask, will Mr. Kemp venture to assert that these very grave and distinct charges made by the Engineers—charges which we as distinctly endorse—are “extraneous matters,” not demanding any reply from him? If so, we altogether demur to such a construction on his part, and respectfully call upon the Government to require from Mr. Kemp specific and full answers to such grave and well-founded accusations against him.

15. We would specially further remark, that Mr. Kemp, as the Professional Commissioner whose especial duty it was to advise the Government upon such questions, in so confining himself

to the point at issue—the overpayment for ballast—has strangely neglected to recommend the Government to have such point at issue, involving a sum of £4148, determined by some competent Engineering authority, before the Contractors' period of maintenance expires, by which decision all parties interested would abide, and when, if given in favour of Mr. Kemp's allegation, the Contractors would be liable to put upon the line any quantity of ballast short delivered, or to have the value of the same at the contract price deducted from their "retention money." Mr. Kemp still more strangely, instead of pointing out to the Government the necessity of at once adopting such a course, thereby saving, if he is correct in his allegation, the Company, the Railway District, and it may be the Government, from a loss of £4148, contents himself with recommending to the Government the childish expedient of calling upon unprofessional persons to attempt to determine such issue—a determination which would be utterly useless.

16. That Mr. Kemp raised no question nor made any objection to the payment of the last "Progress Payment" for ballast—£1000—is distinctly verified by Mr. Kemp's own version of the matter, as given in the first page of his letter of 27th July, and purporting to be a reply to the Engineers' letter of the 16th June containing the statements and remarks we have quoted as to Mr. Kemp's allegation of the large overpayment for ballast. Mr. Kemp says:—"Following up my letter of yesterday in regard to the disputed quantity of ballast, it is due to myself that I should put you in possession of the precautions I endeavoured to take to guard against any irregularities in overpayment upon Contract with Messrs. Overend and Robb;" and states that at a Board Meeting when the Engineers' final Certificate to the Contractors was under consideration he "moved the following resolution:"—

"That the Engineers of the Company be called upon to supply to the Board a final Certificate in detail, with all the alterations, substitutions, additions, &c., &c., that have taken place to and from the original Contract entered into with Messrs. Overend and Robb."

"In moving this resolution I pointed out to the Directory how desirable it was to have a complete statement from the Engineers on record, showing the detailed quantities of the work executed, &c., &c. I regret to say that my motion found no seconder, consequently it lapsed."

17. We would here desire to ask special attention to the fact that there is no question at issue upon Mr. Kemp's Report upon any "alterations, substitutions, additions, &c., &c.," a return of which was asked for by Mr. Kemp in the foregoing resolution. The only question, and that one of grave importance, at issue on Mr. Kemp's Report is the alleged short delivery of ballast, and the alleged overpayment for same, which question could not be in the least degree affected whether such return moved for by Mr. Kemp was obtained or not.

Mr. Kemp says "he pointed out to the Directory (upon moving for such return) how desirable it was to have a complete statement showing the detailed quantities of works executed;" and, as above quoted, states that he took the precaution to ask for these details "to guard against any overpayment upon Contract." The only item in the Contract upon which Mr. Kemp alleges any overpayment has been made is upon ballast; and Mr. Kemp has altogether evaded noticing in either of his letters the very important fact that, when the final Certificate was before the Board, he had in his possession a statement, furnished as usual by the Engineers, showing the detailed quantities (to which he professed to attach so much importance) of ballast put upon the line to the date of such Certificate, and the "progress payment"—£1000—due to the Contractors to the date of such Certificate based upon such quantities.

18. We would further ask special attention to the fact that Mr. Kemp in his Report clearly implies that we had in the cheques signed by us for the total balance shown to be due to the Contractors upon the final Certificate overpaid the large sum of £4148 upon the item of ballast. In our last paragraph we showed that there was only a progress payment—£1000—included in such cheque, and that the detailed quantities upon which such progress payment was calculated had been furnished by the Engineers to Mr. Kemp, and were then in his possession, and he raised no objection to such progress payment.

19. Mr. Kemp has concealed, or at all events has not communicated to the Government, the very important fact that *if* the enormous amount of £4148 *has been* overpaid by us for ballast, that more than three-fourths of such sum—£3148—*was* so overpaid so long back as October last, when a progress payment of £3269, certified to be due for ballast in the Engineers' certificate for that month, was made,—making a total sum paid for ballast to that time of £48,296 (less 10 per cent. "retention money") out of £49,776 12s., the total contract price of the item Ballast. This progress certificate of October was laid before Mr. Kemp, and the detailed quantities upon which such progress payment of £3269 was calculated furnished to him by the Engineers as usual. The certificate was passed in the usual way at a Board Meeting, all the Commissioners being present; and neither at such Board Meeting, nor at any other time, did Mr. Kemp make any objection to any one item in such certificate; and a cheque for the amount certified for as due to the Contractors, including such progress payment upon ballast, was signed by us with his knowledge and full concurrence.

20. That no further progress payment was certified for on account of ballast from October last to 27th February, 1871, when, as we have stated, a progress payment of £1000 was certified for as due to the Contractors by the final certificate of that date.

21. During this interval of four months which elapsed between the February and October Certificates, Mr. Kemp had the most extended opportunities, as he had as respects every previous certificate, of ascertaining by personal examination and actual measurement the correctness or otherwise of the Engineers' certificates for ballast put upon the line, on which, as we have stated, the very large amount of £48,296 had been certified and paid for on the October Certificate.

22. This very important duty, which Mr. Kemp had represented to the Government, to the Directors, and to us his co-Commissioners as indispensable on his part,—which he had distinctly undertaken to the Government, to the Directors, and to us to perform,—we now find from his own Report he had altogether neglected.

23. As we have already said, the last progress payment of £1000 for ballast was included in the certificate of 27th February last, to which progress payment or to the detailed quantities upon which it was calculated, then in Mr. Kemp's possession, he made no objection whatever, but only objected generally to the form of such certificate, "as not furnishing in detail" all the alterations, substitutions, additions, &c. that had taken place to and from the original Contract."

24. As Mr. Kemp objected solely to the *form* of such certificate, it was agreed by us to let the payment of the balance, shown by such certificate to be due to the Contractors, stand over, and in the meantime refer to the Engineers and ascertain if they could furnish a certificate embracing the details asked for by Mr. Kemp. The Engineers proved to the satisfaction of the Directors and ourselves that they could not furnish such details upon the face of such certificate, and on the same certificate clearly show the balances due to the Contractors upon the respective items in the Schedule. From the 28th March, when the February Certificate was before the Board, to the 18th April, these negotiations with the Engineers were pending; and on the 20th April, the only objection raised by Mr. Kemp being, as we have said, merely as to the form of the certificate, and aware that the Company could and would be compelled by legal process to pay the amount certified thereon by the Engineers as due to the Contractors, we signed the cheque for the same. During this period of twenty-three days Mr. Kemp did not raise the slightest question as to the correctness of the amount certified for as due upon the item Ballast, or upon any other item in such certificate; nor, although he had in his possession the detailed quantities of the ballast set forth in such certificate as delivered, with the balance due upon same, based upon such quantities, it would appear from Mr. Kemp's own Report he made no attempt whatever to satisfy himself whether or not such quantity of ballast had been so delivered, which it was his imperative duty to have done in accordance with his own undertaking.

25. Mr. Kemp, in his said letter of 27th July, goes on to say that, "upon ascertaining that his colleagues had signed the cheque for the amount due upon the final Certificate, he immediately wrote the following letter to the Secretary of the Company,—'Sir, Having learned that my co-adjutors have signed the cheque for the final payment of work executed by Messrs. Overend and Robb, under their Contract, No. 1, for the construction of the line, I trust the Secretary and Engineers of the Launceston and Western Railway Company have taken the usual precaution of obtaining from the Contractors a full discharge of all demands up to the date of such final payment.'" Mr. Kemp thus raising no question whatever as to the item ballast, or any way alluding thereto, or to any other item on the schedule, but clearly implying that he had no objection whatever to such final payment to the Contractors, provided they gave "a full discharge of all demands up to the date of such final payment."

26. This letter, merely expressing a hope that the Secretary and Engineers of the Company have taken the precaution—against what?—that the Contractors were not overpaid upon the ballast?—no; but, "that the Contractors have given a receipt in full of all demands!" Mr. Kemp officially quotes to the Government as another precaution he had taken to guard against any overpayments to the Contractors, the only overpayment alleged to have been made being on the item ballast, to which Mr. Kemp never even alluded, either to the Directors, the Secretary, the Engineers, or to us his co-Commissioners, previous to our signing the cheque for the amount due on the said Certificate, nor did he do so, as we have indicated in his letter above quoted, written after the said cheque was signed by us, although Mr. Kemp gravely asserts to the Government that he wrote such letter "as a precaution to guard against any overpayment to the Contractors," clearly implying the alleged overpayment upon ballast.

27. We would remark that in this letter that we have been quoting Mr. Kemp professes to write in support of his assertion as to the non-delivery of ballast and the large overpayment for same. He commences his letter thus:—"Following up my communication of yesterday's date, *in regard to the disputed quantity of ballast*." This is the only allusion made by Mr. Kemp to the very

important question at issue in the whole of his letter referred to, which clearly, systematically, and it appears to us intentionally, evades such question throughout,—indeed the word “ballast” is not once named in the letter except in the above quotation.

28. Mr. Kemp, in his Report of 23rd May, (page 4), two months after the last certificate was given, thus expresses himself:—“*The Contractors have received a certificate for that they have not performed, and, in consequence, the Commissioners signed cheques for payment which I presume they would now withhold*”—clearly implying that the alleged overpayment was made by us because we had failed to attend to his so-called “precautions” against such overpayments which we have already quoted. We again assert that if any such overpayment has been made by us, it has been so made because Mr. Kemp neglected to perform his imperative duty as the professional Commissioner, and is therefore solely responsible for the same, which we consider we have clearly established, but will conclude this necessarily lengthened communication with the following brief summary of the grounds upon which we base such assertion.

29. Mr. Kemp was appointed by the Government as the professional Commissioner at the salary of £750 per annum, to supervise the construction of the Railway—to see that the terms of the Contract were faithfully fulfilled in every particular—and in conjunction with the two non-professional Commissioners, to examine all accounts certified by the Engineers to be due to the Contractors, and all other accounts incurred for the construction of the Railway, and upon being satisfied as to their correctness to unite with the Directors in signing cheques for the same.

30. One of the most important works on the Railway was represented by the item “ballasting” in the schedule attached to the Contract, and the total amount to be paid for such item was £49,776 12s., or about one-fourth of the total amount of Messrs. Overend & Robb’s Contract.

31. It therefore necessarily formed one of the most important parts of Mr. Kemp’s duty personally to inspect the “ballasting” of the line—to see that the conditions of the Contract having reference thereto were faithfully carried out, to check the amount of “ballasting” certified for by the Engineers as executed upon every progress certificate, and to take care as far as was practicable that no overpayment was made on such certificates.

32. Mr. Kemp officially and strenuously represented to the Directors, to us his colleagues, and lastly to the Government, that he could not satisfactorily perform the important duty indicated in the last paragraph unless he were furnished by the Engineers with the detailed quantities upon which the amounts represented to be due to the Contractors upon the respective items in the progress certificates were calculated.

33. After the protracted negotiations we have described in paragraphs 10, 11, 12 of this communication, the Engineers agreed to furnish detailed quantities of work executed upon the item “ballasting” with every Progress Certificate, with which arrangement Mr. Kemp, as respects such item, expressed himself perfectly satisfied; and such quantities on the item “ballasting” the Engineers, in their letter of the 16th June last, assert were furnished to Mr. Kemp “in the most minute detail” with every Progress Certificate, commencing in August, 1869, and ending February, 1871.

34. Mr. Kemp having been so regularly furnished with the data he had represented to be indispensable, to enable him by personal examination and actual measurement to ascertain the correctness or otherwise of the Progress Certificates, never raised any question as to the amount due for “ballasting” certified for upon any one of such Progress Certificates, and passed as correct; and fully consented to the payments of the amounts shown to be due for “ballasting” by such certificates, including that of October last, which certified for a progress payment of £3269 due for “ballasting,” making in all £48,296 certified for upon this item out of £49,776 12s., the total contract price.

35. On the 27th February last, the Engineers furnished the Contractors with a final certificate including £1000 upon the item “ballasting.” Mr. Kemp, having the detailed quantities upon which such amount was calculated in his possession, raised no question as to the correctness of such item, but objected generally to the form of the certificate as heretofore explained.

36. In consequence of Mr. Kemp’s said objection, the payment of the amount due to the Contractors upon such certificate was delayed for twenty-three days after it was passed by the Board of Directors, and during this time Mr. Kemp made no objection whatever as to the correctness of the amount upon the item “ballasting;” and in his letter to the Board written *after* we had signed the cheque for the amount of such certificate, indicated that he had no objection to the payment of such amount, provided “the Directors and Engineers had taken the precaution of obtaining from the Contractors a full discharge of all demands up to the date of such final payment.”

37. Mr. Kemp having been called upon by the Government to inspect and report upon the Railway after completion,—in his Report of the 23rd May last, three months after the date of such last certificate, stated “that upon personally measuring the ballast,”—which it was his imperative

duty to have done during the progress of the works, in order to ascertain the correctness or otherwise of the progress and final certificates before payment of the several progress amounts certified to be due thereby to the Contractors upon the item, "ballasting" had been made,—“he had found that one-twelfth part of the ballast contracted for had not been put on the line, and that an overpayment had been made to the Contractors upon ballast of £4148; and in his said Report implied that we his colleagues had signed cheques for such overpayments, because we had neglected to attend to his so called “precautions” respecting the payment of the amount of the final certificate to the Contractors.

38. If such alleged overpayment has been made, only £1000 of same was paid upon the final Certificate, the remaining sum of £3148 was paid on the October Certificate, as we have before shown. Mr. Kemp had therefore four months previous to the date of the final Certificate, and six months previous to the payment of the same, to have satisfied himself if such Certificate, as respects the item ballasting, was correct.

39. In the face of such unquestionable facts Mr. Kemp has had the astonishing temerity, in his said Report, to impute such overpayment to the neglect of us his fellow but non-professional Commissioners in not attending to his so-called “precautions!”

40. We again unhesitatingly assert that, if any such overpayment has been made, on which we offer no opinion, it has been so made because Mr. Kemp, according to his own Report, has altogether neglected to perform an important duty he had represented to be indispensably necessary on his part, and had distinctly undertaken to the Government, to the Company, and to us his colleagues to perform. Mr. Kemp therefore, and Mr. Kemp alone, is, and must be held responsible for any such overpayment, from any responsibility for which we claim to be altogether absolved.

41. We have further to state that this is not the first time that Mr. Kemp, in his communications to the Government, has endeavoured to implicate us, his fellow Commissioners, as censurable in matters where, as in the present instance, we have clearly proved that the blame rested solely upon himself; and if the plain language we have used in the foregoing communication, rebutting Mr. Kemp's unwarrantable, unfair, and utterly groundless imputation against us as to the alleged overpayment for ballast be distasteful to him, he has himself to thank for it.

42. We much regret that we have been compelled to trespass upon the time of the Government by this very long communication, but we felt it was absolutely necessary to refer at some length to Mr. Kemp's Report, the Engineers' reply, and more especially to analyse the evasive statements in Mr. Kemp's last letter, whereby he endeavoured to establish his imputation that we had signed the cheque, including the alleged large overpayment on ballast, because we neglected to attend to his so-called “precautions” respecting the final Certificate.

43. This imputation, so officially made by the professional Commissioner, is of so serious a character that it directly affects our official and personal reputation; and we beg to remind you that another question of somewhat similar character, and of equal importance, respecting the destruction of the culvert at No. 38 cutting, which involved a loss to the Company of £5000, is still at issue between ourselves and Mr. Kemp, as clearly shown in our communication to you of date 26th December last.

Upon both these very important questions we feel that we have no alternative but distinctly to charge Mr. Kemp, and that upon evidence furnished by his own Statements and Report, respectively referring to such questions now before the Government, with neglecting to perform the important duties respectively demanded at his hands in both the instances referred to, and with imputing to us his co-Commissioners the results of such neglect. We therefore respectfully, but distinctly, call upon the Government to appoint a Commission of Enquiry who may be empowered to determine upon the correctness or otherwise of the charges we have now made against Mr. Kemp, and also of the respective imputations he has made against us upon the important questions we have referred to.

We have, &c.,

(Signed)

THEODORE BARTLEY.

FRED. M. INNES.\*

*The Hon. the Colonial Secretary, Hobart Town.*

\* I attach my signature because I assent to the statement of the main facts at issue, and also to the object, namely, inquiry into Mr. Kemp's allegations; but some minor allusions relate to incidents of which I was not personally cognizant or they have escaped my recollection. I regret having to say that Mr. Kemp's Report of 23rd May is only of a piece with other communications and proceedings on his part, which seemingly have had for their principal object to show his exclusive fidelity to the trust assigned to the Commissioners, or magnify the impression of the Executive and Parliament as to the extent of his duties; a course his pursuit of which has made the responsibilities of his colleagues needlessly arduous and vexatious, and threatens seriously to augment approaching difficulties between the Government, the Company, and the Railway Districts.

F. M. INNES.

September 20th, 1871.

REMARKS OF COMMISSIONERS ON PROPOSED EXPENDITURE OF £700  
FOR OFFICES FOR SECRETARY. Nos. 730, 731.

## 730.

*Railway Commissioners' Office, Public Buildings,  
Launceston, 3rd April, 1871.*

SIR,

WE have the honor to forward herewith copies of our respective remarks to the Launceston and Western Railway Company upon the contemplated Expenditure of seven hundred pounds (£700) for the erection of separate Offices for the Secretary's Department of that Company.

We have, &amp;c.,

(Signed) SAML. V. KEMP.

THEODORE BARTLEY.

*The Hon. the Colonial Secretary.*

(Copy.)

*Railway Commissioners' Office, Public Buildings,  
Launceston, 27th March, 1871.*

SIR,

I DEEM it within my duty as a Commissioner to state, that I have a most decided objection to any further outlay being incurred for the construction of separate Offices for the Secretary's Department of the Launceston and Western Railway Company on the Station ground at Launceston.

The offices at present occupied in the Station Buildings can only be deemed to be new offices, and should in my opinion be equal to the requirements of the present and future traffic for some time to come, with the addition of a small outlay to make them a little more comfortable.

But further, if the money can be spared from the sum set apart for Stations, there are works of greater utility now called for, such as additional sidings, goods sheds at intermediate stations, workshops and terminal arrangements, and sundry other requirements for which no provision has been made, and which are absolutely necessary, to say nothing of the unforeseen requirements which the traffic will develop; and all of which, I submit, should be more cared for than that which just now can be done without.

I have, &amp;c.,

(Signed) SAML. V. KEMP.

*The Secretary of the Launceston and Western Railway Company.*

*COPY of Mr. Bartley's Remarks:—*

In recommending the Expenditure of £10,000 for Station Buildings, I was under the distinct impression that the large sum accruing for the hire of engines, &c. by the Contractors would be available for the purposes of construction; but as the amount received on such account from the Contractors has been appropriated by the Directors, in opposition to the earnest remonstrances of the Commissioners, to the payment of retrospective fees to themselves, I must decline to recommend the expenditure contemplated upon offices until I have been satisfied by a reference to the financial position of the Company that there will be sufficient to cover such expenditure after providing for the still more necessary works mentioned by Mr. Kemp.

(Signed) THEODORE BARTLEY.

30. 3. 71.

## 731.

*Railway Commissioners' Office, Public Buildings,  
Launceston, 12th April, 1871.*

SIR,

FOLLOWING up my communication to you on the 3rd instant, wherein I drew your attention to the additional outlay contemplated in the building of separate Office for the Secretary's Department of the Launceston and Western Railway, I have now to mention that the tenders for the erection of such Offices were received and referred by the Directory to the Station Building Committee of which I am a member. The Committee met on the 6th instant, when I submitted that it would be premature to go on with the erection of the Offices until it was first ascertained that the Company was in a pecuniary position to do so; but my suggestion was not adopted.

At the General Board Meeting of the Directory held yesterday I, however, again took the precaution to guard my position, so far as was in my power, against the charge of consenting to an outlay for which when required there might not be funds, and I therefore moved the following resolution:—

“That the Contractors, Messrs. Irvine and Thompson, be communicated with, and advised that their tender for the erection of Offices was only accepted upon there being sufficient money left out of the sum granted by the Governor in Council for the construction of Stations.”



This resolution was seconded by Mr. W. Gibson, but it was lost; the works—although all concerned are in ignorance of what may be the future demands on account of those already commenced—are to be proceeded with. The power to guard against an expenditure for Station Buildings of a sum not exceeding £10,000, as mentioned in your communication to the Secretary of the Company of the 30th May last, has been taken from me. The outlay may be within the sum mentioned, or it may be otherwise; I therefore make this communication so that I may be absolved hereafter from any charge on this account of negligence, and lest the Government may deem it proper to address the Directors on the necessity of their being absolutely certain that the intended outlay will be within the means at their disposal out of the £10,000 sanctioned for Station Buildings.

I enclose for your information copies of the minutes of the sub-committee upon Station Buildings held on the 6th instant.

I have, &c.,

(Signed) SAML. V. KEMP.

The Hon. J. M. WILSON, Esq.,  
Colonial Secretary, Hobart Town.

*COPY of Minutes from the Books of the Sub-Committee upon Station Buildings.*

Launceston, 6th April, 1871.

STATION BUILDINGS COMMITTEE.

*Present*—Mr. Button and Mr. Kemp.  
Read letter of Engineers 27th March, 1871.  
Read resolution of the Directors—

“That the Offices be erected at once.”

Mr. Button proposed—“That in terms of the resolution of the Directors the Committee had only to consider the most eligible tender, and he therefore proposed that the offer of Messrs. Irvine and Thompson be accepted.”

Mr. Kemp stated that he could not decide upon the question of the erection of the Offices until furnished with account of expenditure to the present time, with a distinct estimate of works to be yet completed on the original plans under which the £10,000 was concurred in by the Government; but had no objection to Messrs. Irvine and Thompson being advised that they are the accepted tenderers in the event of the Offices being constructed.

Mr. Tyson, *not being present*, was waited on by the Secretary, and agreed to the following entry:—That although he had voted against the motion at the Board he agreed with Mr. Button that the resolution relieved the Committee from further responsibility as to the erection of the Offices, and limited them to the question of the most favourable tender.

REFERRED to Mr. Commissioner Innes for his observations.

J. M. WILSON.  
26th April, 1871.

I REGRET having to differ from Mr. Kemp, but it appears to me that it would prove a most vexatious and inconvenient course for the Commissioners to suspend approval to each proposed item of expenditure, however urgent, until it was *proved* incontestably, after completion of works in progress, that there was a balance left. The funds intended for the construction of the Line would thus be exhausted in salaries while the necessary works were postponed. The course I submit is, for the Commissioners, from time to time, to inform themselves of the financial position of the Company as respects both its actual and contingent liabilities, and to the best of their judgment advise whether a proposed outlay can be met from existing means. I have done this with all possible care hitherto, and shall continue to do so; and in the belief that the proposed expenditure can be met from available funds, and knowing it to be imperatively required, I recommend it to approval.

The course proposed by Mr. Kemp at the Board, of only conditionally accepting the Tender for Offices, the condition being the sufficiency of funds, can only be viewed as a rejection of the Tender.

F. M. INNES.  
April 29th, 1871.

DUPLICATE PARTS OF ENGINES AND CARRIAGES CHARGEABLE TO  
REVENUE. Nos. 732, 733.

732.

Launceston and Western Railway Company, Limited,  
Launceston, 5th April, 1871.

SIR,

THE Board of Directors, on the urgent representation of the Superintendent of Rolling Stock, are desirous of ordering the duplicate parts of engines and carriages, as described in schedule enclosed to the Commissioners, by the next English Mail.



I have therefore the honor to ask the concurrence of the Government in the expenditure of £750, the sum placed on the financial estimate for this purpose, as early as may be convenient.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary.*

FORWARDED to the Commissioners for their observations.

J. M. WILSON.

6th April, 1871.

It appears to us that the items enumerated in the accompanying list of duplicates and stores are strictly chargeable to revenue and not to construction account. When obtained they will be placed to stores account, and held available for any repairs or renewals as might be required from time to time.

(Signed) SAML. V. KEMP.

THEODORE BARTLEY.

LAUNCESTON AND WESTERN RAILWAY COMPANY.

*LIST of Locomotive and Carriage Duplicates.*

	£	s.	d.
One pair of driving wheels and cranks, axle finished complete, with best steel tyres, 2½ in. thick on tread	140	0	0
One pair of trailing wheels and axle complete, with best steel tyres, 2½ in. thick on tread	110	0	0
One pair of cylinders with covers, glands, bolts, &c., finished complete for fixing	50	0	0
Eight cast iron piston rings, finished, to be left 1-32 in. full in width to allow for adjustment	8	0	0
Two sets brass castings, complete for engine axle boxes, recessed on each side for patent metal	32	0	0
Two sets of brass castings, complete for connecting rod brasses, recessed for patent metal	20	0	0
Two sets brass castings, complete for coupling rod brasses, engines 1914 and 1915	10	0	0
Two sets, ditto ditto, engines 1987 and 1988	5	0	0
Two sets rolled cast steel tyres, viz., 4 for driving wheels, 4 for trailing wheels, and 8 for bogey wheels	100	0	0
Thirty solid drawn brass tubes for boilers	45	0	0
One spare Giffard's Injector, No. 8	32	0	0
One complete set of bearing springs throughout engine	18	0	0
Fifty Carr's patent axle boxes and brasses, with lubricators and leather washers complete—same pattern as those sent by the Metropolitan Company with 53 sets waggon iron work, but the whole box to be 1 in. less in depth than the spring buckle may be lower and the box higher between the horn plates; the brasses to be made of Parsons' patent white brass	50	0	0
One hundred spare brasses of Parsons' patent white brass, at 7s. each	35	0	0
Two hundred leather collars for oil boxes, hole for axle, 4½ in., at 1s. each; S. & E. Norris & Co., makers, Shadwell, London	10	0	0
Ten cwt. best spring steel, 4 in. × ½ in., at £20	10	0	0
Ditto, ditto, 4 in. × ½ in., ditto	10	0	0
Ditto, ditto, 3 in. × ½ in., ditto	10	0	0
Four tons firebars, for locomotives, to the following section; viz., —½ × ½ × 3½ in., at £7 per ton	28	0	0
Twenty-four Helical drawbar springs for waggons	7	0	0
Eight waggon buffers, complete	14	0	0
Twenty-four spare springs for ditto	6	0	0
	£750	0	0

The locomotive duplicates are to be counterparts of engines Nos. 1914, 1915, 1987 and 1988, supplied by Messrs. R. Stephenson & Co., and the carriage duplicates are to be used for the rolling stock supplied by the Metropolitan Company.

The whole to be of the best materials and workmanship.

An early delivery is desired of any portions of the order that can be supplied without delay.

733.

*Colonial Secretary's Office, 27th April, 1871.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 5th instant, requesting the authority of the Governor in Council for the expenditure of the sum of £750 for the purchase of duplicate parts of engines and carriages, as described in a schedule which accompanied your letter when received by me from the Commissioners.

In reply I have to inform you that the Commissioners consider the items enumerated in the schedule are strictly chargeable to "Revenue" and not to "Construction" account, and in this view the Government fully concur; I am, therefore, unprepared to submit your application to the Governor in Council.

I have, &c.,

(Signed) J. M. WILSON.

*The Secretary of the Launceston and Western Railway Company.*

**SUNDRY PAYMENTS FROM CONSTRUCTION FUNDS STATED BY MR. KEMP  
TO BE CHARGEABLE AGAINST REVENUE, COMPROMISED. Nos. 734 to 743.**

**734.**

*Railway Commissioners' Office, Public Buildings, Launceston,  
14th April, 1871.*

SIR,

I HAVE the honor to inform you that I have this day attached my signature to the balance sheet and statement of the Launceston and Western Railway Company, for the half year ending the 16th March, 1871, under protest; as I consider the following items are strictly chargeable to revenue and not to construction :—

	£	s.	d.
Voucher No. 691, Mr. Garston, half salary .....	8	15	6
Ditto 695, Stores .....	382	5	5
Ditto 704, Salaries for Station Masters.....	42	19	0
Ditto 743, Advertising for Stores, &c. ....	3	0	0
Ditto 751, Tickets .....	75	0	0
Ditto 756, Station Master's house .....	5	0	0
Ditto 757, Half salaries .....	50	0	0
Ditto 758, Station Masters' salaries .....	43	15	0
Ditto 766, Firewood for Engines .....	23	15	0
Ditto 797, Station Masters' salaries .....	35	8	4
Ditto 826, Half salaries .....	28	2	6
Ditto 841, Station Masters' salaries .....	39	11	8
Ditto 844, Rent, Station Master's house .....	5	0	0
Ditto 875, Mr. Reid's salary .....	8	6	8
Ditto 885, Mr. Johnstone's salary .....	14	11	8
Ditto 891, Half pay to Officers .....	28	2	6

I respectfully solicit the favour of your forwarding a copy of this communication to the Colonial Auditor for his information.

I have, &c.,

(Signed) SAML. V. KEMP.

*The Hon. the Colonial Secretary, Hobart Town.*

REFERRED for the observations of Mr. Commissioner Innes.

J. M. WILSON.  
29th April, 1871.

To obviate inconvenience, I obtained the concurrence of my colleagues some time ago to payments being made from the funds at the disposal of the Company and Commissioners in liquidation of accounts for which those funds might not properly be liable, leaving the question to be decided at a future period by the Governor in Council as to whether such items ought not finally to be charged to revenue. To that arrangement the Directory acceded, binding themselves to give effect to it. The question now arises upon several accounts which have been forwarded to the Auditor, and which are recapitulated in this communication from Mr. Kemp, on which my observations are asked for. In answer I submit that the case is one for compromise. Mr. Kemp's statement amounts to £793 13s. 3d. which he thinks should be refunded to the account of Company and Commissioners. Unquestionably it never could be contemplated that the construction funds of the Railway should be applied to paying the working staff of the Line, and the large proportion of £484 0s. 5d. in this account has been expended in that way, £309 12s. 10d. representing the balance, and which has been expended for stores and incidents of working the Line. But it would be an extreme proceeding to exclude from view that some part of the working expenses in starting the Line blended with construction expenses; and it is certain that at present the Secretary, Accountant, and other officers are still much employed in transactions incident to construction, while the whole of their salaries is met from *revenue*. I advise, therefore, that the Company be required to pay only on accounts 695, 743, 751, and 766, amounting to £309 12s. 10d. but that this should be done as a concession.

F. M. INNES.

I submit that the Directory should have an opportunity of expressing its views on this matter before it is decided.

F. M. I.

*Colonial Secretary's Office, 15th May, 1871.*

SIR,

MR. Commissioner Kemp has addressed me objecting to certain items in the Balance Sheet and Statement of the Company for the half year ending the 16th March, 1871, which items he considers are strictly chargeable to revenue and not to construction.

Mr. Commissioner Innes, on the perusal of Mr. Kemp's communication, has made the following observations :—

"To obviate inconvenience, I obtained the concurrence of my colleagues some time ago to payments being made from the funds at the disposal of the Company and Commissioners in liquidation of accounts for which these funds might not properly be liable, leaving the question to be decided at a future period by the Governor in Council as to whether such items ought not finally to be charged to revenue. To that arrangement the Directory acceded, binding themselves to give effect to it. The question now arises upon several accounts which have been forwarded to the Auditor, and which are recapitulated in this communication from Mr. Kemp, on which my observations are asked for. In answer, I submit that the case is one for compromise. Mr. Kemp's statement amounts to £793 13s. 3d., which he thinks should be refunded to the account of Company and Commissioners. Unquestionably it never could be contemplated that the construction funds of the Railway should be applied to paying the working staff of the Line, and the large proportion of £484 0s. 5d. in this account has been expended in that way, £309 12s. 10d. representing the balance, and which has been expended for stores and incidents of working the Line. But it would be an extreme proceeding to exclude from view that some part of the working expenses in starting the Line blended with construction expenses; and it is certain that at present the Secretary, Accountant, and other officers are still much employed in transactions incident to construction, while the whole of their salaries is met from *revenue*. I advise, therefore, that the Company be required to pay only on accounts 695, 743, 751, and 766, amounting to £309 12s. 10d. but that this should be done as a concession.

"I submit that the Directory should have an opportunity of expressing its views on this matter before it is decided."

In accordance with Mr. Innes's suggestion, I have now the honor to request the remarks of the Directors upon the subject matter of this correspondence.

I have, &c.,

(Signed) J. M. WILSON.

H. DOWLING, *Esq.*, Secretary Launceston and Western Railway Company.

*Launceston and Western Railway Company, Limited,  
Launceston, 23rd May, 1871.*

SIR,

IN reply to your letter of the 15th instant, in which you inform me that Mr. Commissioner Kemp has written to you objecting to the form in which the accounts of the Company have been transmitted to the Auditor, and, after quoting some remarks by Mr. Commissioner Innes in reference thereto, request, in accordance with his suggestion, the opinions of the Directors of the Company before the question is decided; I have the honor to state that, in the opinion of the Directors, there are no valid reasons in the objections of Mr. Kemp or in the suggestions of Mr. Innes, for making any alteration in the accounts as prepared for audit, or in the payment from the funds of the Company and Commissioners of the several items objected to.

The moneys subscribed by the shareholders of the Company, and the proceeds of the £300,000 debentures issued under the authority of the Act 31 Vict. No. 28, were to be applied in the construction of a Railway from Launceston to Deloraine, including the requisite rolling stock, &c. It would have been impossible to have opened the Line for traffic, as prescribed by that and the preceding Act 29 Vict., 24, without a supply of tools, fuel, oil, tickets, and other necessary stores, which, although not required for the actual construction of the Line, are essential to its proper equipment; and the directors submit that their cost should in the first instance be paid out of capital. The *renewal* of the various stores required will be chargeable to revenue, as well as the maintenance of the Line; both of which items must be always kept up to their original state of efficiency.

Upon the same principle, until the Line was at work, and had therefore begun to earn revenue, the cost of the necessary officers and men to prepare the Line for opening is fairly chargeable to the construction of the Line out of the capital of the Company. In ordinary commercial practice it would be impossible to pay such charges out of revenue before any traffic existed.

It was essential that the Superintendent of Rolling Stock and Traffic Manager should be engaged sometime before the time of opening, to superintend the erection of locomotives and other stock and otherwise prepare for opening the Line. In like manner it was absolutely necessary to have officers and men engaged some little time before they were actually required, in order that they might be instructed in their respective duties, to which most of them were, of course, utter strangers. The delay in opening caused by the floods of September added to the expenses of the Company in respect to the salaries of some of these officers, who having left other situations to join the Company had claims for consideration which the directors were compelled to admit ; but, as before stated, cost was chargeable to construction out of capital and not to revenue.

The item 695, Donaldson's account, objected to by Mr. Kemp, and which Mr. Innes also suggests should be paid out of revenue, is principally for tools and other equipment. The voucher is with the Auditor and cannot be referred to, but from memoranda in the office it appears that of this account £264 1s. 8d. is for tools, &c., £59 15s. 6d. for oil, and the balance for flax, iron, &c. Upon the principle contended for by the Directors the whole amount has been properly paid for out of capital. But even supposing that the Company ought not to keep a stock of oils for daily use, the tools form a portion of the permanent equipment, and have been rightly paid out of the funds at the disposal of the Company and Commissioners.

Mr. Innes refers to an arrangement under which the Commissioners consented to advance from the funds under their control the amount required to pay for certain stores, on the understanding that the question should be referred to the Governor in Council, when, if His Excellency decided the amount ought not to have been paid out of capital, the same should be refunded to the Company and Commissioners' account out of the traffic receipts. This arrangement the Directors are prepared to carry out if required ; but they adhere to the opinion that they were right in the first instance in claiming payment of the several items from the funds in the hands of the Company and Commissioners ; and that it will not be right to call upon them to repay to that account the sums so expended. The fact that these funds were necessary to *enable the Line to be opened at all*, must have been recognised by the Commissioners when they assented to pay the accounts out of the moneys in the hands of the Company and Commissioners ; and with regard to the expenditure for officers, Mr. Innes has stated the fact that from the time of opening the services of the Secretary, the Accountant, and other officers have been, and are still, employed in transactions incidental to construction.

Nor do the Directors think the question now at issue could have been raised but for the conditions imposed by the 33 Vict. No. 21. The original capital of the shareholders and the proceeds of the £300,000 debentures, as I have already noticed, were available under the 30 Vict. No. 28, for all the purposes of the construction of the Line, the purchasing of rolling stock, and the opening of the Line for traffic.

It will, however, be remembered that when a deputation waited on the members of the Ministry in Launceston in March last year, and asked that a sum of about £22,000 paid out of the old loan on account of new items for which the new loan had been asked, the Directors were told that the funds then in the hands of the Company and Commissioners, the application of which strictly to construction was *not* restricted by statute, must be all expended before any portion of the £100,000 would be available. The Directors fail to see that there is any reasonable ground for refusing to pay claims at the present moment to which there could have been no valid objection to have paid from the funds *originally* in the hands of the Company and Commissioners.

Under all these circumstances I am to submit to His Excellency the Governor for his decision, under the powers vested in His Excellency by the 9th clause of the 33 Vict. No. 21, that the several items enumerated in the schedule to your letter should remain a charge upon construction, and should not be paid out of receipts for traffic ; that they are legitimately incidental to the cost of construction, and come within the category of "appliances" set out in the preamble to the Act 33 Vict. No. 21, "to secure the economical and efficient working" of the Railway ; and that to charge them to traffic receipts, already insufficient for interest, will simply be to make them a charge upon the future ratepayers of the district.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

MEMO.

THERE is a transposition of figures in Mr. Commissioner Innes's memorandum ; Nos. 695, 743, 751, and 766 amount to £484 0s. 5d., not to the lesser sum.—H. D.

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737.

BY ELECTRIC TELEGRAPH.

*Launceston, 25th May, 1871.*

I HAVE seen Mr. Innes's memo. Mr. Dowling's appeal was read at the last Tuesday's board meeting, at which I was present. I have no comment to make upon it. The Railway Acts provide that the money shall be spent upon the Construction of the Line. The payments protested against by me are, in my opinion, outside such Acts—hence my protest.

(Signed) S. V. KEMP.

B. T. SOLLY, *Esq.*

738.

*Hobart Town, 21st June, 1871.*

SIR,

I HAVE carefully considered Mr. Dowling's letter to you of the 23rd ultimo, in reference to accounts provisionally paid from the funds at the disposal of the Company and Commissioners of the Launceston and Western Railway, under agreement between the Directory and the Commissioners that the amounts so paid should be refunded by the Company if the Governor in Council determined that they were properly chargeable to revenue; and I have now the honor to reply to the same.

Mr. Dowling contends that by the Act 31 Vict. No. 28, it was contemplated that the proceeds of the £300,000 Debentures should be applied to the construction of the Railway, "including the requisite rolling stock," &c.

A reference to that Act, however, will not support the view that *stores* for daily consumption ever could be contemplated as an expenditure to be defrayed from the fund referred to.

Mr. Dowling, adverting to the terms of the Act (sec. 7) that the Railway should be "opened," &c., argues that this could not be complied with unless there was a supply of fuel, &c., &c. But, admitting this, it would not warrant an indefinite appropriation from the funds applicable to the construction, &c. of the Line for stores to be consumed for an indefinite period *after* the Line had been opened. At the utmost it would only cover the supply necessary to *open* the Railway with. Nor, in the same way, would it warrant any further expenditure from the construction fund in the payment of officers and servants employed in "opening" the Line than was necessary to that end.

Throughout Mr. Dowling's communication he appears to me to place the Government in a position of liability which the Act he has quoted, or any subsequent arrangement with the Company, does not authorise. The Government in providing £300,000 on the condition that the Company raised £50,000 contracted no responsibility for opening the Line at £350,000 or any other sum; neither was it understood that £50,000 was a maximum, but only a minimum, sum to be subscribed by the Company. The anticipation was entertained that, irrespective of the minimum sum to be raised for construction, the Company would realise the additional funds requisite to commence working the Railway.

And I would here observe that, since the Commissioners reported to the Government in accordance with Clause 7 of the 30th Vict. No. 28, that "£50,000 had been subscribed and paid into a Bank" to the credit of the Company and Commissioners, additional shares have been taken in the Company, the payments for which ought to be available for stores and other revenue charges.

It was not without due consideration that I advised the Executive to deal with this question as one of compromise or liberal adjustment, and therefore recommended that the advances made for payment of wages to railway officers and servants prior to opening the Line should not be reclaimed. But, as respected *stores*, I contended that the amounts advanced under certain specified accounts should be refunded as representing items properly chargeable to revenue. I have since had an opportunity of acquainting myself with the details of these accounts, and am prepared to admit that some of these are of a description which might allowably be charged to construction money,—I forward the vouchers to show this; and I would submit that the principle involved in this matter will be satisfied, and a liberal concession made to the Company, by requiring one-half only of the sum in dispute, or £242, to be refunded.

I have, &amp;c.,

(Signed) F. M. INNES.

*The Hon. the Colonial Secretary.*

FORWARDED for the perusal and remarks of Messrs. Kemp and Bartley.

J. M. WILSON.  
26th June, 1871.

UPON a careful consideration of the whole of the foregoing correspondence and of the questions involved therein, I concur in the opinion ultimately arrived at by Mr. Innes, and would, with him, "submit that the principle involved will be satisfied, and a liberal concession made to the Company, by requiring one-half only of the sum in dispute, or £242, to be refunded."

THEODORE BARTLEY.  
30th June, 1871.

## 739.

I REGRET that my communication of the 14th of April last should have called forth such extended observations,—the more, for although I have given the remarks of my co-Commissioner, Mr. Innes, and of the Secretary of the Company, my careful consideration, my opinion remains unchanged.

I have been guided in my course of action solely by the Railway Acts, and the principle I submit is this: When the Railway line was opened for public traffic all expenses in connection with the working thereof should be charged to revenue account. A lessor does not provide his tenant with materials to work his farm. If the Line had been leased after it had been opened for traffic, and it was competent to have done this, would the Company have supplied the lessees with stores for working the engines and rolling stock; coals and firewood to produce steam; tickets and stationery for the purposes of traffic; house rent for a station-master whose services were never had by the Company, for he left ere traffic began; as well as the several sundries in Mr. Donaldson's account? The negative, I presume, would be the answer; and therefore it is, as one of the Commissioners, I take exception to the several items under review.

To give and take, as between individuals, may be prudent; but it is otherwise when a principle is involved, and when, as in the present case, the Commissioners are appointed to protect the interests of the public no less than those of the Company.

SAML. V. KEMP.  
30. 6. 71.

To give and take may not be an unexceptionable course, but it is the only fair and practical one in this case, in which it is literally impossible to define with exactness on one side what proportion of the services of Secretary, Accountant, &c. (paid from revenue) at the present time are given to business incident to *construction*; and on the other, the proportion of stores which may have remained over after experimentally testing the Line and then formally opening it, for consumption in the ordinary traffic chargeable to revenue.

F. M. INNES.  
6th July, '71.

## 740.

*Colonial Secretary's Office, 17th July, 1871.*

SIR,

THE Government, having fully considered all the representations which have been addressed to them on one side by yourself as the Secretary of the Launceston and Western Railway Company and on the other by the Commissioners, in respect to payments advanced from Construction funds for the purchase of stores, &c., approve of the recommendation of Messrs. Innes and Bartley that the sum of £242 be refunded to the account of the Company and Commissioners.

I have, &c.,

(Signed) J. M. WILSON.

H. DOWLING, Esq., Secretary.

741.

*Launceston and Western Railway Company, Limited,  
Launceston, 20th July, 1871.*

SIR,

I HAVE the honor to acknowledge your communication of the 17th instant, by which the Directors are informed that the Government have decided in respect to funds paid out of construction account for the purchase of stores, &c., that the sum of £242 (two hundred and forty-two pounds) shall be refunded to the account of the Company and Commissioners.

I beg to point out that the funds from which this money was paid were obtained from the Hon. the Colonial Treasurer, and that I presume the money must be refunded to that gentleman; I have, therefore, drawn the cheque to the order of the Colonial Treasurer, and beg you will forward it to him.

I have, &amp;c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

MEMO.

THE Cheque above referred to was forwarded direct to the Hon. the Treasurer by Mr. Weedon, Assistant Secretary to the Company.

B. TRAVERS SOLLY.

742.

*Colonial Secretary's Office, 26th July, 1871.*

MEMORANDUM.

SEVERAL payments have, from time to time, been made from the "Construction funds" of the Launceston and Western Railway Company which it was considered were properly chargeable to "Revenue account." To avoid delay, the authority of the Governor in Council was obtained for such payments, leaving the question of adjustment to be decided at a future time, in which arrangement the Board of Directors concurred.

In a letter, copy enclosed, dated the 14th April, Mr. Kemp calls attention to sundry payments thus provisionally settled, expressing his opinion that they "are strictly chargeable to revenue and not to construction."

The total amount of these several items is £793 13s. 3d. (seven hundred and ninety-three pounds, thirteen shillings and three pence.)

Upon consideration of the subject, Messrs. Innes and Bartley have recommended that the Company be called upon to repay to the account of the Company and Commissioners the sum of £242 (two hundred and forty-two pounds) as a settlement of the question, which will, in their opinion, meet the equity of the case, and pending the approval of the Governor in Council the Board of Directors have accordingly been requested to refund that amount.

The settlement of a question of this nature must necessarily involve a compromise.

I have, &amp;c.,

(Signed) J. M. WILSON.

*The Hon. the Colonial Treasurer.*

743.

*Colonial Secretary's Office, 10th August, 1871.*

MEMORANDUM.

THE Governor in Council having taken into consideration certain correspondence which has taken place on the subject of sundry payments provisionally sanctioned from "Construction funds" of the Launceston and Western Railway Company, have been pleased to approve of the sum of £242 (two hundred and forty-two pounds) being refunded to the account of the Company and Commissioners as recommended by Messrs. Innes and Bartley.

By Command,

(Signed) J. M. WILSON.

*The Hon. the Colonial Treasurer.*

PROPOSAL TO DISPENSE WITH SERVICES OF COMMISSIONERS. Nos. 744, 745.

744.

*Launceston and Western Railway Company, Limited,  
Launceston, 5th May, 1871.*

SIR,

I HAVE the honor, by direction of the Board of Directors, to forward to you for the information of the Governor in Council the following resolution, which was adopted by them at their last weekly meeting on the 2nd instant.

"Resolved, That with reference to the resolution passed by the shareholders at the meeting of the Company held on the 13th April, viz.—That in the opinion of this meeting the time is arrived when, in the interests of all concerned, the services of the Commissioners may be safely dispensed with, and the heavy outlay for their salaries and travelling expenses saved to the Company; and the Directors are requested to take immediate action to carry out this object,—the Directors, with the knowledge that Parliament having directed the appointment of three Commissioners, can alone remove them, decline to take any steps to dispense with their services; but resolve that the Secretary be instructed to apply to the Government, and ask that as the Railway is now nearly completed, and almost all the proceeds of the Government debentures expended, that the Government will reduce the salaries of the Commissioners to such reasonable amount as may be equivalent to the services required for the future."

I have the honor, therefore, in pursuance of the above resolution, to ask that the Governor in Council may be moved to reduce the salaries of the Commissioners to such reasonable amount as may be equivalent to the services required for the future.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

745.

*Colonial Secretary's Office, 29th May, 1871.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 5th instant, forwarding copy of a resolution passed by the Board of Directors on the 2nd instant, having reference to the office of Commissioners under the Railway Act, and requesting that the Government will reduce the salaries of the Commissioners to such reasonable amount as may be equivalent to the services required for the future.

In reply, I desire to call the attention of the Board of Directors to the necessity which still exists, under the Act of Parliament, as acknowledged by them in your letter, for continuing the services of the Commissioners, and it is hardly to be expected that, so long as the constant and unremitting attention of these gentlemen is required in reference to expenditure connected with the construction of the Line, the Government could propose a reduction in the amount of remuneration for which they originally agreed to accept the responsible duties of their office; and I would observe that the same, if not greater responsibility, attaches to them now for the economical expenditure of the balance remaining at the credit of the Company and Commissioners, than when the funds were larger, and the ultimate requirements of the Line less clearly ascertained.

Under these circumstances I feel unable to comply with the request of the Board of Directors.

I have, &c.,

(Signed) J. M. WILSON.

*The Secretary of the Launceston and Western Railway Company.*

DEFICIENCIES IN APPARATUS OR ACCOMMODATION FOR FAIRLY  
MEETING THE DEMANDS OF TRAFFIC. Nos. 746, 747.

746.

*Hobart Town, 6th May, 1871.*

SIR,

CONCEIVING it to be desirable that the Government should not be taken by surprise at any future period in respect to the requirements of the Launceston and Western Railway,—requirements



which there is not the slightest prospect of the revenue of the Railway being adequate to cover,—in my recent stay in Launceston. I renewed the advice which I had given on a previous occasion to Mr. Jetter, M.A. Oxon., C.E., the thoroughly qualified, experienced, and reliable Traffic Manager of the Line, both in justice to himself and the Company, to prepare a statement of the deficiencies in apparatus or accommodation which it would be necessary to supply in order to meet with efficiency the demands of traffic.

In answer to this request, Mr. Jetter has addressed the Secretary of the Company in a communication and detailed statement, of which I now enclose copy, along with a letter from Mr. Dowling, transmitting the same to myself and associate Commissioners.

I need not add, after the reference I have made to Mr. Jetter, that his estimates derive weight from his experience in the most responsible positions in connection with Railways in England and Queensland, and from the care and caution which he uniformly observes in giving his opinions. So strongly does Mr. Jetter feel the insufficiency of existing provision for a profitable traffic, that I am apprehensive lest, on that account, he may be led to resign his present position, which would be an incalculable loss, as he could not easily be replaced.

I have, &c.,

(Signed) FRED. M. INNES.

*The Hon. the Colonial Secretary.*

(Copy.)

*April 24th, 1871.*

DEAR SIR,

IN accordance with the request of the Hon. F. M. Innes, I have the honor to submit to the Board of Directors the enclosed approximate Statement of additional Station Buildings, Sidings, Workshop accommodation, and Rolling Stock, which are, in my opinion, required to complete the Line for efficient working.

The £2000 for Workshop and foundation is not included in this estimate.

Yours truly,

(Signed) J. F. L. JETTER, *Traffic Manager.*

HY. DOWLING, *Esq., Secretary.*

*LAUNCESTON and Western Railway Company.—Additional Works and Plant required.*

<i>Launceston Station.</i>		£
Enlargement to goods shed.....	(Cost of present goods shed, £550.)	300
Outside platform.....		150
Additional shed for carriages.....	(Cost of present shed for six carriages, £200.)	250
Smith's shop.....		200
Carriage and wagon-repair shop.....		400
Tyre furnace, with crane and apparatus for taking off tyres.....		250
Additional roads and sidings.....		500
Foundation and erection of turntable.....		100
<i>St. Leonards Station.</i>		
Extension of platform and passenger shed.....		100
<i>Breadalbane Station.</i>		
Siding and open shed for goods.....		300
<i>Evandale Station.</i>		
Goods shed, similar to that at Perth.....		328
Station, ditto.....		596
Well and pump.....		40
<i>Longford Station.</i>		
Additional siding.....		200
Over passenger bridge.....		215
Waiting-rooms and verandah on up platform.....		300
Yard and loading stage for live stock.....		50
<i>Wilmore's Lane.</i>		
Shed and platform for passengers.....		70
Siding and open shed for goods.....		300
<i>Bishopscourne Station.</i>		
Extension of siding and open shed.....		250
<i>The Oaks.</i>		
Passenger shed and siding, with open shed for goods.....		300
<i>Glenore.</i>		
Passenger shed and siding, with open shed for goods.....		300

<i>Hagley.</i>		£
Extension of platform.....		30
Goods shed.....		300
Station buildings .....		100
Well and pump.....		40
<i>Westbury.</i>		
Yard and loading stage for live stock .....		50
<i>Exton.</i>		
Goods shed .....		330
<i>Deloraine.</i>		
Siding for timber and firewood .....		200
Extension of goods shed or outside platform .....		200
Engine shed for two engines and blow-off pit.....		200
Carriage shed .....		200
Yard and loading stage for live stock.....		50
Foundation and erection of turntable.....		50
Laying road into turntable.....		50
<i>Plant and Rolling Stock.</i>		
1 mile of rails and fastenings .....		1013
15 sets steel points and crossings, at £25 .....		375
2 locomotives and tenders.....		4600
4 composite carriages, at £350 .....		1400
4 second-class ditto, at £270 .....		1080
4 passenger break-vans, at £200 .....		800
12 sets continuous break work, at £18.....		216
Steel tyres and other duplicates.....		600
		<u>£17,383</u>

April 26th, 1871.

DEAR SIR,

YOUR letter of the 24th did not come to hand early enough for me to examine it or give it any consideration whatever prior to the Board Meeting to-day.

I am certainly surprised at the nature of the communication, and should like to be fully informed upon the whole question before submitting it.

I am, of course, fully aware that such an expenditure would facilitate the working of *any* Line, and that there is no practical end to expenditure on Railways and Railway Plant if Officers have ample funds to draw upon. The circumstances of the Launceston and Western Railway are such, that the most anxious care of the Directors and the staff of the Company has to be directed to the development of both goods and passenger traffic on the most economical basis, in view of the fact, that the community is too poor to provide the ample accommodation looked for in England and in the Government Lines of the other Colonies; and that the people generally must be content to have facilities for travelling and for transport in a rougher fashion than elsewhere, perhaps not of America.

I have prepared a Memorandum showing a proposal for the expenditure of the funds remaining in the hands of the Company and Commissioners, which I enclose, and shall be glad of any suggestion respecting it. No other moneys exist or will be obtainable excepting from revenue; and but little can be looked for from this source.

I shall be glad to know over what period of time you propose the expenditure comprised in your paper shall be extended, and upon what data you suggest that expenditure at St. Leonards, Breadalbane, Wilmore's Lane, Oake, Glenore, Hagley, and Exton, and whether there is anything in the condition of these Districts to justify the proposed outlay.

I am also anxious to know why the construction of open sheds, known as Dutch barns, would not meet the necessities of the Colony at present, in lieu of the more expensive class of goods sheds.

Yours truly,

(Signed) HENRY DOWLING, *Secretary.*

J. F. L. JETTER, *Esq., Traffic Manager.*

April 29th, 1871.

DEAR SIR,

IN reply to your letter of the 26th instant, asking for information on the subject of approximate statement of expenditure, accompanying my letter of the 24th instant, I beg to say that the additional accommodation therein contemplated was intended to provide for a larger traffic than is at present existing; the fact being that we have lost, and are losing traffic for the want of proper facilities for loading and receiving goods.

I am fully aware that the equipment so far provided has been in accordance with the funds at the disposal of the Company. The statement I was requested to prepare was to cover everything requisite for making the Line *efficient for all probable requirements*.

It is quite probable that I may have over-estimated the cost of extensions at some of the stations. I have taken as a guide the cost of works already finished.

I will now make some remarks on the various items.

*Launceston*.—The goods shed at Launceston, the chief receiving station, has repeatedly proved too small, the whole shed having been blocked with grain on several occasions. As a much larger traffic may be expected next season, it would be wise to provide for it. An outside platform is urgently required for loading guano and receiving minerals.

An additional shed for carriages is wanted here and at Deloraine. About one-half of the carriages are constantly exposed to the weather, and the effect will soon be seen. The cost of a shed to protect eight, is not as much as that of a single carriage.

No provision has yet been made for a carriage and wagon repair shop. At present the vehicles that require attention are in the way of the engines whilst shunting, and the workmen have to walk to and from the shop, thereby incurring great loss of time.

Additional roads and sidings are required to lead into the shops, and for other purposes.

*St. Leonards*.—An extension of the platform and shed would be advisable for the accommodation of passengers, who are numerous in the summer months. Much time is lost at all the minor stations through having to draw up the carriages successively to the platform after the train has once stopped.

*Breadalbane*.—A number of farmers have called on me to ask for a siding, and a requisition has, I believe, been forwarded to you.

The open goods sheds I propose are what are called "Dutch barns."

*Longford*.—An additional siding here would allow the passengers to alight, instead of being kept in the train whilst the shunting is done. An over-bridge is wanted. Considerable risk is incurred by passengers crossing whilst the engines may be shunting.

*Bishopsbourne*.—I would recommend all the sidings of minor stations to be extended sufficiently to contain a ballast-train. They are otherwise useless as passing places.

*Westbury*.—Until yards and proper stages are provided for loading live stock, we are not likely to carry any. The temporary stage you authorised to be erected at Deloraine is frequently used. Enquiries have been made for one at Westbury.

*Hagley* is worthy of a goods shed and small station. I am satisfied we have lost traffic from this station for want of facilities for loading, and a resident clerk in charge.

*Deloraine*.—A siding is much wanted here for firewood traffic; an outside platform is also recommended.

The engine shed should accommodate two engines.

Additional rails and fastenings, and points and crossings are required; at present we have not a duplicate set of the latter in stock.

The total number of locomotives for working a Line of this length and probable traffic should not be less than eight. I would recommend two to be ordered as soon as possible. The engines that have been hired to the contractors will soon require their tyres turned up. If anything happened to either of the other engines whilst they were under repair, the traffic might be seriously inconvenienced.

I have added four composite and four second-class carriages, and four break-vans; this number is no more than is required on excursion days, and to provide for contingencies.

Six hundred Pounds is also added for steel tyres for rolling stock and other duplicates.

With regard to workshop tools and appliances, I would remark that the same are required for a Line of 45 or 200 miles in length, although in the former case they may not be as often used.

Yours truly,

(Signed) J. F. L. JETTER, *Traffic Manager*.

H. DOWLING, *Esq.*, *Secretary*.

(Copy.)

*Launceston, 3rd May, 1871.*

GENTLEMEN,

ENCLOSED I have the honor to forward copy of a paper furnished by Mr. Jetter, intended to show the expenditure which, in his opinion, will be required to render this Line efficient for all probable requirements; and with which you will also receive copies of some correspondence arising out of the receipt of this paper by me.

Many of the items contemplated as necessary by Mr. Jetter in his Statement will be found included in the financial paper which I submitted to the Board; the total expenditure included in which should, in my opinion, be sufficient to work the probable traffic of the next year or two.

I differ with Mr. Jetter in his opinion that the Company has lost and is still losing traffic for the want of proper facilities for the loading and receiving of goods; which, if proved true by the experience of Mr. Jetter, has to be laid, I believe, to other causes: the chief of which are to be traced to the fact that arrangements had been in many cases made for cartage of produce and return loads prior to the opening of the Line. The present station accommodation seems to me ample for a very much larger amount of business, and with the expenditure which I propose at Longford and Evandale, ought to meet the requirements of the districts for a long time to come, with ordinary care and diligence on the part of respective officers.

I have, &amp;c.,

(Signed) H. DOWLING, *Secretary.**The Commissioners, Launceston.*

747.

*Colonial Secretary's Office, 11th May, 1871.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 6th instant, forwarding for my information copy of a correspondence between Mr. Jetter and the Secretary of the Launceston and Western Railway Company, accompanied by a statement from the former gentleman, setting forth certain requirements which he deems necessary for the satisfactory maintenance and development of the traffic on the Line.

I have, &amp;c.,

(Signed) J. M. WILSON.

*The Hon. F. M. INNES, Newlands.*

# APPORTIONMENT OF BALANCE OF SUM VOTED BY PARLIAMENT LAST YEAR. Nos. 748, 749.

748.

*Railway Commissioners' Office, Public Buildings,  
Launceston, 16th May, 1871.*

SIR,

THE Directory of the Launceston and Western Railway Company are desirous to apportion the balance of the £100,000 voted by Parliament last Session to complete the Line of Railway from Launceston to Deloraine, so far as the balance left will enable them to do so, and which balance was shown on the 16th March last to be £33,514 15s. 2d.

With the view to the carrying out of this desire the Traffic Manager (Mr. Jetter) has prepared and furnished to the Directory an approximate estimate in detail of what he considers necessary, so far as his department is concerned, to complete the Line and for working the same efficiently.

The Secretary of the Company being surprised at the nature of the Traffic Manager's estimate of requirements, very properly solicited from Mr. Jetter fuller information upon the whole question before laying his estimate before the Directory. At the same time Mr. Dowling forwarded a memorandum of his ideas of what should constitute the future expenditure of the unexpended balance remaining to the Company and Commissioners, and the whole has been transmitted to the Commissioners for their future guidance.

Copies of the estimates, together with the correspondence relating thereto, are herewith transmitted for the information of the Government: you will note that many of the works and articles enumerated by the Traffic Manager are absolutely essential to meet present and future requirements, no less than for the safety of the Line, as well as for the protection and benefit of those who may have occasion to use it.

In drawing your attention to the respective estimates furnished by the Traffic Manager and the Company's Secretary, it will be seen that differences of opinion exist between them on points at issue. I may, however, observe that the estimate of the former is based upon experience and a knowledge of railway requirements, while the estimate of the latter, I respectfully submit, is merely inferential and outside of experience. I have, therefore, grave doubts as to how far the Secretary has a knowledge of what are the future requirements of the Railway.

Their respective estimates contain some similar items, but which are differently treated: with a view of rendering the subject as intelligible as possible for the information of the Government I have endeavoured to make an abstract embracing the two, and which I send. From this it will be seen that, should the outlay suggested by the Traffic Manager and by the Secretary in so far as their respective departments are concerned be acted upon, it will land the undertaking in a deficit of over £10,000 (ten thousand pounds); yet much of this work suggested by the Traffic Manager must be done.

It therefore behoves all concerned to husband the remaining available funds, and only to expend them upon such remunerative works as are absolutely required—experience and knowledge should dictate these; but numbers antagonistic to such often outweigh a minority, and hence many of the blunders and mistakes that have been hitherto made.

It may not be out of place to here draw your attention to Mr. Jetter's remarks, "that the engines that have been lent to the Contractors will soon require their tyres turned up!" and this, although the Railway has only been opened for traffic three months. My protesting against the loan of the engines, &c. was ineffectual, but time has shown that the "words of warning" I gave were consistent, and that a paltry gain, which has since been misappropriated, has caused a serious deterioration both to engines and trucks.

I have, &c.,

(Signed) SAML. V. KEMP.

*The Hon. the Colonial Secretary.*

#### ABSTRACT REFERRED TO.

##### *ITEMS taken from the Secretary's Estimate.*

16th May, 1871.

	£	s.	d.
Overend and Robb's deposit and maintenance .....	9469	16	9
Ditto, for works executed under new contract .....	2375	4	1
Painting minor stations already erected .....	150	0	0
Roads at ditto ditto .....	200	0	0
Road leading to coal depôt .....	200	0	0
Roads at Wesbury and Deloraine .....	200	0	0
Mr. Conway (balance of agency) .....	20	0	0
Workshops and erection .....	2000	0	0
Verandahs to country stations .....	250	0	0
Felling trees along the Line .....	150	0	0
Waggon sheets for new waggons .....	100	0	0
Waugh and Lockie (balance of contract) .....	1510	0	0
Locomotive duplicates .....	750	0	0
Cattle and sheep landings, less £100 provided for in Mr. Jetter's estimate .....	250	0	0
Telegraph line, complete .....	1270	0	0
Award to Engineers .....	1089	0	0
Maintenance to Engineers .....	600	0	0
Lighting stations .....	150	0	0
Offices (balance building contract) .....	700	0	0
Commissioners, 3 months .....	400	0	0
	£21,834	14	10
Total amount of Mr. Jetter's Estimate .....	17,383	0	0
	£39,217	14	10
Balance in hands of the Hon. the Colonial Treasurer and Union Bank, Launceston, on the 16th March last .....	£33,514	15	2
And expended since and up to 30th April .....	5084	18	6
	28,429	16	8
Deficit .....	£10,787	18	2

(Copy.)

*Launceston and Western Railway Company, Limited, 3rd May, 1871.*

GENTLEMEN,

ENCLOSED I have the honor to forward copy of a paper furnished by Mr. Jetter, and intended to show the expenditure which, in his opinion, will be required to render this Line efficient for all probable requirements; and with which you will also receive copies of some correspondence arising out of the receipt of this paper by me. Many of the items contemplated as necessary by Mr. Jetter in his statement will be found included in the financial paper which I submitted to the Board, the total expenditure included in which should, in my opinion, be sufficient to meet the probable traffic of the next year or two.

I differ with Mr. Jetter in his opinion that the Company has lost, and is still losing, traffic, for the want of proper facilities for loading and receiving goods; which, if proved true by the experience of Mr. Jetter, has to be laid, I believe, to other causes; the chief of which are to be traced to the fact that arrangements had been in many cases made for cartage of produce, and return loads, prior to the opening of the Line.

The present station accommodation seems to me to be ample for a very much larger amount of business; and, with the expenditure which I propose at Longford and Evandale, ought to meet the requirements of the districts for a long time to come, with ordinary care and diligence on the part of the respective officers.

I am, &c.,

(Signed) H. DOWLING, *Secretary*.

*The Commissioners, Launceston.*

COPY OF MR. JETTER'S ESTIMATE.—LAUNCESTON AND WESTERN RAILWAY COMPANY.

*ADDITIONAL Works and Plant required.—21st April, 1871.*

<i>Launceston Station.</i>			
	£	s.	d.
Enlargement to goods shed (cost of present goods shed, £550).....	300	0	0
Outside platform .....	150	0	0
Additional shed for carriages (cost of present shed for six carriages, £200) .....	250	0	0
Smith's shop .....	200	0	0
Carriage and waggon repair shop .....	400	0	0
Tyre furnace, with crane and apparatus for taking off tyres .....	250	0	0
Additional roads and sidings .....	500	0	0
Foundation and erection of turntable .....	100	0	0
<i>St. Leonard's Station.</i>			
Erection of platform and passengers shed .....	100	0	0
<i>Breadalbane Station.</i>			
Sidings and open shed for goods .....	300	0	0
<i>Evandale Station.</i>			
Goods shed, similar to that at Perth .....	328	0	0
Station, ditto ditto .....	596	0	0
Well and pump .....	40	0	0
<i>Longford Station.</i>			
Additional sidings .....	200	0	0
Over passenger bridge .....	215	0	0
Waiting room and verandah on up-platform.....	300	0	0
Yard and loading stages for live stock .....	50	0	0
<i>Wilmore's Lane Station.</i>			
Shed and platform for passengers.....	70	0	0
Sidings and open shed for goods .....	300	0	0
<i>Bishopsbourne Station.</i>			
Extension of siding and open shed .....	250	0	0
<i>The Oaks Station.</i>			
Passenger shed and siding, with open shed for goods .....	300	0	0
<i>Glenore Station.</i>			
Passenger shed and siding, with open shed for goods .....	300	0	0
<i>Hagley Station.</i>			
Extension of platforms.....	30	0	0
Goods shed .....	300	0	0
Station buildings .....	100	0	0
Well and pump.....	40	0	0
<i>Westbury Station.</i>			
Yard and loading stage for live stock .....	50	0	0
<i>Exton Station.</i>			
Goods shed .....	330	0	0
<i>Deloraine Station.</i>			
Sidings for timber and firewood .....	200	0	0
Extension of goods shed or outside platform.....	200	0	0
Engine shed for two engines and blow-off pit .....	200	0	0
Carriage shed .....	200	0	0
Yard and loading stages for live stock .....	50	0	0
Foundation and erection of turntable .....	50	0	0
Laying road into turntable .....	50	0	0
PLANT AND ROLLING STOCK.			
One mile of rails and fastenings .....	1013	0	0
Fifteen sets of points and crossings, £25 .....	375	0	0
Two locomotives and tenders .....	4600	0	0
Four composite carriages at £350 .....	1400	0	0

Four second class carriages, £270 .....	1080	0	0
Four passenger break vans, £200 .....	800	0	0
Twelve sets of continuous break work, £18 .....	216	0	0
Steel tyres and other duplicates .....	600	0	0
<b>TOTAL</b> .....	<b>£17,383</b>	<b>0</b>	<b>0</b>

(Copy.)

*Launceston and Western Railway Company, Limited, Launceston, 3rd May, 1871.*

GENTLEMEN,

I AM directed to forward for your information the enclosed finance statement, with suggested appropriation of the expenditure of the balance, which I have had the honor to submit to the Board of Directors.

I respectfully beg your consideration of this statement with a view that it may form the basis upon which, from time to time, the Directors may safely ask the concurrence of the Governor in Council as the necessity for expenditure on each item arises.

Yours, &amp;c.,

(Signed) H. DOWLING, *Secretary.**The Commissioners, Launceston.*

## PROPOSED APPROPRIATION BY MR. DOWLING.

30th April, 1871.

	£	s.	d.
To pay Messrs. Overend and Robb, sidings, say .....	1600	0	0
Ditto ditto, deposit and maintenance .....	9469	16	9
Ditto ditto, new works .....	2375	4	1
Ditto, painting minor stations .....	150	0	0
Roads at ditto ditto .....	200	0	0
Outside platform, Launceston Station .....	200	0	0
Road at ditto to coaling dépôt .....	200	0	0
Road at Westbury and Deloraine .....	200	0	0
Conway, balance of agency .....	20	0	0
Work-hops and erection .....	2000	0	0
Evandale extensions .....	350	0	0
Verandahs in country .....	250	0	0
Felling trees .....	150	0	0
Waggon sheets for new waggons .....	100	0	0
Waugh and Lockie (balance of contract) .....	1510	0	0
Duplicate locomotives .....	750	0	0
Rolling stock .....	3000	0	0
Turntables, erection of .....	500	0	0
Cattle and sheep pens and ramps .....	350	0	0
Extensions at Longford .....	400	0	0
Telegraph line .....	1270	0	0
Award to Engineers .....	1089	14	0
Maintenance to Engineers .....	600	0	0
Lighting, water, and furniture .....	150	0	0
Offices (balance of contract) .....	700	0	0
Commissioners, 3 months .....	400	0	0
	<b>£27,984</b>	<b>14</b>	<b>10</b>
March 16th, 1871, Cash with Treasurer .....	<b>£33,007</b>	<b>8</b>	<b>3</b>
Ditto Union Bank .....	<b>507</b>	<b>6</b>	<b>11</b>
	<b>£33,514</b>	<b>15</b>	<b>2</b>
<i>Less paid since—</i>			
Maintenance .....	2000	0	0
Gas Company .....	149	12	6
Station buildings .....	201	12	5
Overend and Robb .....	720	0	0
Ditto, final payment .....	1093	6	10
Water supply .....	521	3	7
Land .....	36	0	0
Rolling stock .....	214	0	6
Office expenses .....	21	0	0
Commissioners .....	95	16	8
Shipping charges .....	32	6	0
	<b>5084</b>	<b>18</b>	<b>6</b>
	<b>£28,429</b>	<b>16</b>	<b>8</b>

(Copy.)

April 26th, 1871.

DEAR SIR,

YOUR letter of the 24th did not come to hand early enough for me to examine it, or give it any consideration whatever, prior to the Board meeting to-day.

I am certainly surprised at the nature of the communication, and should like to be fully informed upon the whole question before submitting it.

I am, of course, fully aware that such an expenditure would facilitate the working of *any* Line, and that there is no practical end to expenditure on Railways and Railway plant if officers have ample funds to draw upon. The circumstances of the Launceston and Western Railway are such, that the most anxious care of the Directors and the Staff of the Company has to be directed to the development of both goods and passenger traffic on the most economical basis; in view of the fact that the community is too poor to provide the ample accommodation looked for in England and in the Government lines of other colonies: and that the people generally must be content to have facilities for travelling and for transport in a rougher fashion than elsewhere, perhaps, out of America. I have prepared a memorandum shewing a proposal for the expenditure of the funds remaining in the hands of the Company and Commissioners; which I enclose, and shall be glad of any suggestions respecting it. No other moneys exist, or will be obtainable, excepting from revenue; and but little can be looked for from this source.

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I am also anxious to know why the construction of open sheds, known as Dutch barns, would not meet the necessities of the Colony at present, in lieu of the more expensive class of goods shed.

Yours, &amp;c.,

(Signed) H. DOWLING, *Secretary*.J. F. L. JETTER, *Esquire, Traffic Manager*.

(Copy.)

April 29th, 1871.

DEAR SIR,

IN reply to your letter of the 26th instant, asking for information on the subject of approximate statement of expenditure accompanying my letter of the 24th instant.

I beg to say that the additional accommodation therein contemplated was intended to provide for a larger traffic than is at present existing, the *fact* being that we have lost, and *are* losing, traffic for the want of proper facilities for loading and receiving goods.

I am fully aware that the equipment so far provided has been in accordance with the funds at the disposal of the Company. The statement that I was requested to prepare was to cover everything requisite for making the Line *efficient for all probable requirements*.

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*Launceston*.—The Goods Shed at Launceston, the chief receiving Station, has repeatedly proved too small, the whole shed having been blocked up with goods on several occasions. As a much larger traffic may be expected next season, it would be wise to provide for it. An outside platform is urgently required for loading guano and receiving minerals.

An additional shed for carriages is wanted here and at Deloraine; about one-half of the carriages are constantly exposed to the weather; the effect will soon be seen. The cost of a shed to protect eight is not as much as that of a single carriage.

No provision has yet been made for a carriage and waggon repair shop; at present the vehicles that require attention are in the way of the engines whilst shunting; and the workmen have to walk to and from the shops, thereby incurring great loss of time.

Additional roads and sidings are required to lead into the shops and for other purposes.

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*Longford.*—An additional siding here would allow the passengers to alight instead of being kept in the train whilst the shunting is done.

An over-bridge is wanted; considerable risk is incurred by passengers crossing whilst the engines may be shunting.

*Bishopsbourne.*—I would recommend all the sidings of minor stations to be extended sufficiently to contain a ballast train; they are otherwise useless as passing places.

*Westbury.*—Until yards and proper stages are provided for loading live stock we are not likely to carry any; the temporary stage you authorised to be erected at Deloraine is frequently used. Enquiries have been made for one at Westbury.

*Hagley.*—Is worthy of a goods shed and small station. I am satisfied we have lost traffic from this station for want of facilities for loading and a resident clerk in charge.

*Deloraine.*—A siding is much wanted here for firewood traffic; an outside platform is also recommended.

The engine shed should accommodate two engines.

Additional rails and fastenings, and points and crossings are required; at present we have not a duplicate set of the latter in stock.

The total number of locomotives for working a Line of this length and probable traffic should not be less than eight. I would recommend two to be ordered as soon as possible. The engines that have been hired to the Contractors will soon require their tyres turned up; if anything happened to either of the other engines whilst they were under repair the traffic might be seriously inconvenienced. I have added four composite and four second-class carriages and four break-vans; this number is no more than is required on excursion days and to provide for contingencies.

Six hundred pounds is also added for steel tyres, for rolling stock, and other duplicates.

With regard to workshop, tools and appliances, I would remark that the same are required for 45 or 200 miles in length, although in the former case they may not be so often used.

Yours, &c.,

(Signed) J. F. L. JETTER, *Traffic Manager.*

H. DOWLING, *Esq., Secretary Launceston and Western Railway.*

## 749.

*Hobart Town, 1st June, 1871.*

SIR,

MR. Kemp concludes his letter to you of the 16th ultimo in the following terms:—

“It may not be out of place to here draw your attention to Mr. Jetter’s remarks, ‘that the engines that have been lent to the Contractors will soon require their tyres turned up!’ And this although the Railway has only been opened for traffic three months. My protesting against the loan of the engines, &c. was ineffectual, but time has shown that the ‘words of warning’ I gave were consistent, and that a paltry gain—which has since been misappropriated—has caused a serious deterioration both to engines and trucks.”

Mr. Bartley and myself deemed that it would be frivolous and vexatious to withhold the use of the Company’s engines from the Contractors on the terms which they agreed to pay and which the Directory approved, and in so doing disregarded what Mr. Kemp calls his “words of warning.” Mr. Kemp now advises you that “time has shown” that he was right, and of course that we acted prejudicially to the interests involved, entailing expense without an equivalent gain.

Were this a solitary instance of Mr. Kemp’s disparaging representation of the action of his colleagues when they have endeavoured, as far as their duty would allow, to act in a spirit of conciliation and co-operation with the Directory of the Launceston and Western Railway Company, I should let it pass; but as,—I regret to have to say it,—this is not the case, I have thought it right to obtain, and beg now to place in your hands, the following communication from Mr. Jetter whose professional status, official position, and personal trustworthiness are already known to you.

I have, &c.,

(Signed) FRED. M. INNES.

*The Hon. the Colonial Secretary.*

*Launceston and Western Railway Company (Limited), Launceston, 30th May, 1871.*

MY DEAR SIR,

IN reply to your favor of the 29th instant, referring to that part of my Report of the 29th ultimo in which I state "that the engines that have been lent to the Contractors will soon require their tyres turned up," and asking me to state whether, having in view the state of the engines when returned to the Company, the service to which they had then to be applied, and the payment received from Messrs. Overend and Robb for their hire, I intend to convey that the hiring of the engines has proved to have been an inexpedient proceeding or otherwise.

I beg to say that I consider the Company acted wisely in hiring the engines: the sum received for their use was very liberal, and great care was taken of them by the Contractors; experience was obtained of their working, and opportunity was afforded of introducing several improvements that have conduced to the efficient working of the engines before they were required for the regular traffic.

These engines, on account of the great weight on the driving and trailing bearings, were found very liable to heat, especially at first before they had got into free working order. Engines Nos. 3 and 4, those last erected, did not run perfectly cool until they had been lifted a second time, and the bearings lined with patent metal. This I attribute to the new and stiff state of the working parts, the dusty state of the line, and the continuous rate of speed that has to be maintained in working passenger trains.

At the time I recommended the hiring of the engines I looked forward to the early completion of the workshops; the turning of the tyres is only a work of a few days, and I doubt not the engines will work well until the wheel lathe is erected.

If the Board had decided against hiring the engines, I do not think the line would have been open at the present time.

I have, &c.,

(Signed) J. F. L. JETTER.

*The Hon. F. M. INNES, M.L.C., Launceston.*

## OBSTRUCTIONS TO TRAINS. Nos. 750 to 752.

### 750.

*Launceston and Western Railway Company, Limited,  
Launceston, 3rd June, 1871.*

SIR,

I AM directed by the Board of Directors to advise you that grave apprehensions are entertained by them that an attempt was recently made to throw the train off the Line by placing a piece of timber, intended to be used as a telegraph pole, across the rails. Considerable difference of opinion, however, having occurred, as to whether the pole was ever across the Line; whether, on the contrary, it had only slipped from the bank to the side of the rail, and thus had come into contact with the break-gear of the engine, the Directors have felt a difficulty in the way of making any very public movement respecting the supposed outrage; but private enquiries have been instituted.

On the first report reaching the Officers of the Company, late on the evening of the occurrence, it was felt that the absence of any knowledge as to the extent they might rely on the active co-operation of the Government in such a case, was a great inconvenience; and I am instructed to ask if on any occurrence of the like nature the Directors might calculate on the Government supplementing such reward as the Directors might fix upon as desirable to offer; and that orders would be given to the Territorial Police to aid in the discovery of such offenders.

The Directors are of opinion that if it were made known that the Government will thus co-operate, should the necessity arise, it would have a very salutary effect.

I am aware that so far as the amount of reward, it would only be necessary to consider this, on any case arising; but the present request of the Directors applies, as you will observe, to the more general understanding that the Government will co-operate in the bringing to justice any such criminal.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary.*

### 751.

(Copy.)

*Colonial Secretary's Office, 12th June, 1871.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 3rd instant, enquiring by direction of the Board of Directors, whether, in the event of the occasion arising, the Directors might calculate upon the Government supplementing any reward that might be offered by them for the discovery and conviction of persons attempting to obstruct the progress of the trains on the Line of Railway, and thus endangering both life and property.

In reply, I desire to assure the Directors that the Government will at all times be prepared to heartily co-operate with them, both by supplementing any reward offered by the Company, and by instructing the Territorial Police to exert themselves to the utmost for the apprehension and conviction of the offenders.

I have, &c.,

(Signed) J. M. WILSON.

H. DOWLING, *Esq.*, *Secretary.*

## 752.

*Colonial Secretary's Office, 12th June, 1871.*

### MEMORANDUM.

THE Inspector of Police will be good enough to issue instructions to the members of the Territorial Police to, at all times, exert themselves to the utmost, for the apprehension and conviction of all persons who may attempt to obstruct the Trains on the Launceston and Western Railway.

(Signed) J. M. WILSON.

*The Inspector of Police, Hobart Town.*

## AUDIT OF ACCOUNTS. Nos. 753 to 759.

### 753.

*Audit Office, 17th March, 1871.*

SIR,

I HAVE the honor to bring under your notice the Act 30 Vict. No. 28, amending the Launceston and Western Railway Act, in section 15 of which it is provided that the Accounts of the Railway Company shall be audited by the Colonial Auditor so long as any Bond guaranteed by the Government remains outstanding and unsatisfied.

From the terms of this Section I infer that not only the accounts for the "Construction" of the Railway, but also the "Traffic" accounts are to be subjected to audit by this department.

The Construction accounts have been rendered half-yearly, and have been duly examined up to the 16th September, 1870, the closing date of the last one. There is now another half-year's account due, which will probably be received at this office in the course of a few weeks. The accounts of the Company's transactions in England have also been furnished and examined up to the 30th June, 1870, but the audit is not fully completed.

This duty has hitherto been performed without additional expense in this department; but I have applied for the appointment of a young gentleman, who was acting as a volunteer during last year, to assist me in the work, which has involved a good deal of labour, and is becoming more intricate from the numerous authorities now being issued by the Government in connection with the "construction" expenditure.

I come now to the question of the Traffic accounts, which I anticipate will be encumbered with very extensive details, requiring in all probability the chief part of a clerk's time to master them and keep down arrears in their examination.

It is obvious to me, therefore, that this work cannot possibly be undertaken in this department without the appointment of a good clerk to conduct the audit, and even then I have very great doubt whether it will be practicable to exercise any efficient examination and establish any effectual check, without the opportunity of immediate reference at any time to the books of account and other means of check upon the spot. I have never had the opportunity of inspecting the traffic books and accounts of a Railway, but I derive my view of the difficulties in the way of audit at a distance, mainly from a conversation with which Mr. Kemp, who seemed to be well versed in the subject, favoured me some time ago.

The questions, therefore, which arise for the consideration of the Government, assuming my reading of the law to be correct, are:—

1st. Whether a Clerk should be appointed to audit the traffic accounts in this office, to which the Company would have to forward fully detailed returns and vouchers, and perhaps their books also, for the purpose: or;

2nd. Whether the person appointed for the duty should be stationed at Launceston to conduct the audit on the spot, and to forward periodically abstracts of the accounts, with such other documents as may be necessary for the inspection of the Colonial Auditor, and for record in the office.

As the Launceston Railway is now I believe in regular operation, and as every day's delay will increase arrears, I would respectfully solicit the immediate attention of yourself and the other members of the Ministry to this subject, which I think may be considered as of somewhat pressing importance.

I have, &c.,

(Signed) E. J. MANLEY.

*The Hon. the Colonial Secretary.*

## 754.

*Colonial Secretary's Office, 17th May, 1871.*

SIR,

I HAVE to acknowledge the receipt of your letter of the 17th March respecting the audit of the Launceston and Western Railway accounts.

Before offering my opinion as to the course that may most economically and effectually secure the due audit of these accounts, I have to request that you will arrange to proceed, at an early day, to Launceston, and by personal enquiry ascertain what in your judgment may be the best method of attaining the object in view.

Should you desire assistance in the discharge of this duty, I will communicate with Mr. Joseph Penny, the Auditor of Municipal Accounts, in order that he may accompany you to Launceston.

I have, &c.,

(Signed) J. M. WILSON.

E. J. MANLEY, *Esquire, Colonial Auditor.*

## 755.

*Audit Office, 6th June, 1871.*

SIR,

I HAVE the honor to inform you that, agreeably to the instructions conveyed to me in your letter of the 17th ultimo, I have visited the Railway Establishment at Launceston, inspected the books, returns, tickets and other vouchers, and made myself generally acquainted with the system of accounts and the check upon the traffic receipts and expenditure.

To enter into a minute description of the operations in this matter would involve a more voluminous report than may probably be necessary ; but, in addition to what I may explain in writing, I could more fully elucidate the practice verbally with the aid of the printed forms of returns of which I have obtained a specimen set.

It may, therefore, be sufficient for me to submit the following outline, premising that by means of passenger tickets, goods invoices, and other returns a regular system of internal check is established between one station and another ; all such tickets, invoices, &c. being afterwards received at the head offices, where the Audit Clerk carefully examines the whole and passes the result through his books.

Taking first the Revenue :—the cash collected at the several Stations is forwarded daily to the Cashier in the Head Office, who having counted the money received, at once enters the amounts in his Cash Book, and deposits the total sum in the Bank. The Cash Book is afterwards handed to the Audit Clerk, who checks the entries by the "daily remittance notes" and other returns sent to him direct from the several Stations ; and then enters the amount in the Audit Cash Book, satisfying himself by the Bank Pass Book that the money has been duly deposited in the Bank. The whole of the details are subsequently examined in the Audit Office, and when all the transactions are finally settled and closed the amounts are entered in an Abstract Book, or Ledger it is termed, under the respective heads of Revenue, to the credit of each Station.

The Accountant transcribes into his own Cash Book the entries of Revenue collected, from the Cashier's Book, after audit ; but journalises each class of traffic from the Audit Abstract Book, or Ledger ; this work being then compared and reconciled with the Cash Book, any difference between them being represented by "outstanding sums" for goods not delivered, which are checked from time to time by the Audit Clerk by inspection at the respective Stations.

The Accountant also keeps a complete set of books, including Cash Book, Journal, and Ledger, in connection with the traffic business.

With regard to Expenditure the mode pursued is comparatively simple. The Salaries are paid upon forms of Pay Abstract, according to an approved Schedule duly authorised by the Board of Directors, a copy of which will have to be furnished to this department. Accounts for all supplies, and contingent charges of every kind, are certified either by the Traffic Manager or other proper officer, are examined by the Accountant, certified by the Secretary, entered in the Minute Book and submitted to the Board for approval; upon which being granted the Chairman signs the minutes. After payment has been made the Accounts, properly completed, are returned as vouchers to the Accountant, who passes the amounts through his set of books, entering from the vouchers into the Cash Book, but journalising from the blocks of the Cheque Book, which is in charge of the Cashier.

Accounts of the Receipt and Expenditure of Stores of all kinds will also be kept in books adapted to the purpose of shewing the consumption and cost against each branch of the Establishment, and of maintaining a proper check upon the articles received into and issued out of the general Store; the stock being taken from time to time to test the balances.

I think I have sufficiently explained the business to show that a careful system of check has been established by the Railway Officers, derived chiefly from their knowledge of the practice in England; and I do not see how any improvement could be made in the system to render the check more complete in regard to the Revenue, which is the only difficult part of the business. It is true that the work might be done over again by an independent Audit Clerk appointed by the Government; but this would be simply a repetition, and considering the internal means of check by one Station against the other, in addition to the present auditing and the Accountant's books and supervision, I really think it would be a work of supererogation. The details are very extensive, and the duty of going through them efficiently would occupy the greater part, if not the whole time, of a superior clerk.

Looking, therefore, at the fact that the Company itself is quite as much interested as the Government, and indeed more, in the careful and effectual check and control over the officers who collect its revenue, I incline to the opinion that the following arrangement, which I now propose for the consideration of the Government, would be sufficient to secure an economical and adequate audit by this department of the Traffic Accounts of the Railway Company:—

1. That detailed Returns of the Revenue received by the Company at its several Stations, classified under the respective heads of Traffic, should be furnished to this department periodically, either monthly or quarterly. That these Returns should be solemnly attested before a Magistrate by the Audit Clerk of the Company and be certified by the Accountant.

2. That an Account Current be furnished quarterly or half-yearly of all Traffic Receipts and Expenditure during such period. This account to be signed by the Chairman and Secretary of the Board of Directors, and to be supported by the attested returns of Revenue, and by proper cash vouchers for every item of expenditure.

3. That the Accountant's Cash Book, Journal, and Ledger be forwarded to this office for examination from time to time; for which purpose a suitable case might be obtained to preserve the books in transmission, and perhaps the Government would authorise the case being sent through the Post Office.

It may be as well for me to remark here that I am guided to some extent in the conclusion I have arrived at by my personal observation of the gentlemen intrusted with the keeping and audit of the Company's Accounts. The Accountant appears to be thoroughly versed in Railway business, in which he has had considerable experience, and the Audit Clerk too is evidently well up to his duties, having been, I believe, engaged in similar employment before. I have not lost sight either of the duty of avoiding, if possible, the incurring of any material expense to the Government in this matter.

Before closing, I would beg leave to add that every facility was afforded me in the most courteous manner by the Secretary and the Officers of the Company in making myself acquainted with the system and details of account; and I should particularly mention the attention and assistance I received from Mr. Lord, the Accountant, who gave up a great deal of his time to me, and also from Mr. Johnson, the Audit Clerk; both of these gentlemen indeed deserve my thanks.

I have, &c.,

(Signed) E. J. MANLEY.

*The Hon. the Colonial Secretary.*

REFERRED to the Hon. Mr. Innes.

J. M. WILSON.  
9th June, 1871.

RETURNED.

F. M. INNES.  
13th June, 1871.

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756.

*Colonial Secretary's Office, 20th June, 1871.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 6th instant, informing me of the result of your visit to Launceston, undertaken at my request, for the purpose of making yourself practically acquainted with the system of accounts and the check upon the traffic receipts and expenditure of the Launceston and Western Railway Company.

I desire to express my thanks for the full and lucid explanation of the system adopted by the Company; and I concur with you that, with the internal check maintained by the Company upon the Revenue, it is not necessary to re-audit those accounts in detail, and that the course you suggest will suffice to secure accuracy in the accounts of the Company's receipts and expenditure.

I purpose communicating with the Board of Directors, and I trust they will readily adopt your suggestions, the value of which I am confident they will appreciate equally with myself.

I have, &c.,

(Signed) J. M. WILSON.

E. J. MANLEY, *Esquire, Colonial Auditor.*

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757.

*Colonial Secretary's Office, 20th June, 1871.*

SIR,

I HAVE the honor to inform you that the Colonial Auditor, having upon his recent visit to Launceston fully enquired into the system of accounts as kept by the Launceston and Western Railway Company, has reported to me the result of his examination, and has expressed his satisfaction at the means adopted for checking the traffic receipts.

He proposes the following arrangement:—

"1. That detailed Returns of the Revenue received by the Company at its several Stations, classified under the respective heads of Traffic, should be furnished to this department periodically, either monthly or quarterly. That these Returns should be solemnly attested before a Magistrate by the Audit Clerk of the Company, and be certified by the Accountant.

"2. That an Account Current be furnished quarterly or half-yearly of all traffic receipts and expenditure during such period. This account to be signed by the Chairman and Secretary of the Board of Directors, and to be supported by the attested returns of Revenue, and by proper cash vouchers for every item of expenditure.

"3. That the Accountant's Cash Book, Journal, and Ledger be forwarded to this office for examination from time to time; for which purpose a suitable case might be obtained to preserve the Books in transmission, and perhaps the Government would authorise the case being sent through the Post Office."

The Government concur in Mr. Manley's suggestions, and I should be glad to learn the views of the Directors upon the subject.

I have, &c.,

(Signed) J. M. WILSON.

H. DOWLING, *Esq., Secretary Launceston and Western Railway Company.*

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## 758.

*Launceston and Western Railway Company, Limited,  
Launceston, 28th June, 1871.*

SIR,

YOUR letter of the 20th, with reference to the Auditor's report, I submitted to the Board at their meeting yesterday.

I am instructed to say that every facility will be given by the Directors and the Officers of the Company to meet the proposals of Mr. Manley.

Our Accountant and Auditor will prefer furnishing a "quarterly" statement of Revenue returns, attested as directed; and a half-yearly balance sheet as heretofore.

Arrangements will be made for the transmission of books required; and I have the honor to ask authority for their transmission by mail, "On Public Service."

Yours, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

FORWARDED to the Hon. the Postmaster-General, who is requested to grant the authority for the transmission of the Books in question.

J. M. WILSON.  
29th June, 1871.

## MEMO.

THE Secretary to the Post Office has been directed to pass free of postage packets addressed to the Colonial Auditor when marked as containing Account Books of the Launceston and Western Railway Company, "On Public Service only," and franked with the signature of the Secretary to the Launceston and Western Railway Company.

THOS. D. CHAPMAN, *Postmaster-General.*  
July 6th, 1871.

*The Hon. Colonial Secretary.*

## 759.

*Colonial Secretary's Office, 7th July, 1871.*

SIR,

I HAVE the honor to inform you, with reference to your letter of the 28th ultimo, that the Secretary to the Post Office has been directed to pass free of postage packets addressed to the Colonial Auditor when marked as containing account books of the Launceston and Western Railway Company, "On Public Service only," and franked with the signature of the Secretary to the Company.

I have, &c.,

(Signed) J. M. WILSON.

H. DOWLING, *Esquire, Secretary of the Launceston  
and Western Railway Company.*

SUBSIDENCE OF BANK, No. 42. Nos. 760, 761.

## 760.

*Launceston and Western Railway Company, Limited,  
Launceston, 6th September, 1871.*

SIR,

UNDER the apprehension that reports may reach you respecting the condition of a portion of the earthworks on this Line, on which it may be desirable you should be informed, I have obtained the instruction of the Directors to forward for the information of the Governor in Council a report from the Engineers respecting subsidence in a bank (No. 42), in reference to which I had addressed the Engineers; and from which you will learn that there is nothing exceptional in this case as compared with heavy earthworks on new lines of railway during wet seasons immediately after construction.

Yours, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary*

(Copy.)

*Engineers' Office, Launceston, 2nd September, 1871.*

DEAR SIR,

WE are in receipt of your letter of the 29th ultimo, requesting us to furnish you with a report with reference to the subsidence of bank 42, for the information of the Board.

In reply, we have only to say that this embankment, as well as others on the Line, has subsided considerably, but they have all been maintained at their proper level by the Contractors.

Whoever made a report to the Board relative to the state of this embankment can know very little about it, otherwise he would have informed the Board that the subsidence has been going on for the last two years, viz., since the embankment was made.

The subsidence in the embankment along the Line is not peculiar to these works. It always occurs, more or less, and within my experience to a greater extent than we have to contend with here.

Yours, &amp;c.,

(Signed)

DOYNE, MAJOR, &amp; WILLETT.

H. DOWLING, *Esq., Secretary.*

## 761.

*Colonial Secretary's Office, 11th September, 1871.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 6th instant, forwarding for the information of the Governor in Council a report from the Engineers of the Railway respecting subsidence in a bank (No. 42.)

It is gratifying to learn from this report that the subsidence is not of a character to create any apprehension, nor to an extent unusual in similar works.

I have, &amp;c.,

(Signed)

JAMES MILNE WILSON.

H. DOWLING, *Esq., Secretary of the Launceston and Western Railway Company.*

## DAMAGE DONE BY FLOOD, SEPTEMBER, 1870. Nos. 762 TO 785.

## 762.

*Railway Commissioners' Office, Launceston, 12th October, 1870.*

SIR,

WE have the honor to inform you that the Directory and Commissioners, impressed with the great importance of arriving at a speedy and amicable settlement of all claims and questions at issue between the Launceston and Western Railway Company, their Engineers, and the Contractors; more especially as to the restoration of, and completion of the Line of Railway, with the alterations and additions proposed by the Company's Engineers, to prevent a recurrence of a similar disaster; appointed a Committee, consisting of five Directors, to endeavour to open negotiations with the Contractors and their Engineer, and the Company and their Engineers, with a view to arriving at such amicable settlement. Several conferences of the parties took place, with no definite result, up to the 10th instant, when the Committee invited the Commissioners (Messrs. Kemp and Bartley), who had on its appointment offered their services as members thereof, to assist in the further negotiations, which were to be re-opened in the afternoon of that day, to which the Commissioners immediately assented, and accordingly met the Committee, the Company's Engineers and Solicitor, with the Contractors and their Engineer.

	£	s.	d.
The Company's Engineers stated that they estimated the cost of all new and additional works at .....	3683	0	0
And the cost of making good and restoring all works damaged by the late floods at .....	5726	0	0
TOTAL.....	£9409	0	0
	£	s.	d.
The Contractors and their Engineers estimated the cost of all such new and additional works at .....	7019	0	0
And the cost of restoring all such damaged works at .....	2981	0	0
TOTAL.....	£10,000	0	0



It was then agreed to go through each item of the schedules and estimates, with a view of ascertaining where the discrepancies occur, and all parties agreed to the following:—

*Verulam Culvert.*

	£	s.	d.
The Company's Engineers produced to the Committee and Commissioners a plan of a timber bridge, which they proposed to substitute for the culvert damaged by the late floods, and which they estimated would cost .....	1086	0	0
Whilst the Contractors stated that to repair the damage done and to restore the Line to its former state at this point would cost .....	450	0	0
This would leave the additional cost of the new works proposed at .....	£636	0	0

The Company's Engineers assented to this division of cost, and also distinctly admitted that the damage was sustained at this part of the Line from the insufficiency of the culvert to carry off the storm waters.

*Culvert at Cameron's, known as the Big Culvert.*

	£	s.	d.
The Company's Engineers also produced a plan showing a substitution for the two 5-feet brick culverts, damaged by the late floods, of an iron pipe 4 feet in diameter, at a cost including the necessary extensive earthworks, &c. &c. ...	4600	0	0
Whilst all parties agreed that the cost of restoring the damaged parts of the present culvert would be.....	1000	0	0
Additional cost of new work.....	£3600	0	0

The Commissioners declined to give their assent to this substitution of the 4 feet iron pipe of 12 s. feet area, upon the ground that they consider the area of such pipe to be insufficient.

The Contractors' Engineers stated that they were willing to construct a culvert of blue stone and brick, upon a plan which they produced, which gave an area to such culvert of 62½ s. feet, for an additional cost of £1130. No definite arrangement upon this matter was agreed upon; but it was arranged to base the present calculations of the cost of all new and additional works upon the cost as agreed upon for the iron pipe; the difference between such cost and that of the brick culvert proposed by the Contractors' Engineer to be allowed, should it be determined to adopt such culvert.

The necessity for raising the level of that portion of the Line of Railway which was submerged during the late floods was next considered.

The Company's Engineers proposed to raise all such low portions of the Line one foot. The Commissioners dissented to this as they considered such raising as insufficient, and suggested that all the low portions of the Line should be elevated two feet, which would, in their opinion, be more likely to place the level of rails beyond the reach of future floods. No definite arrangement upon this matter was arrived at, but it was agreed to base the calculations of additional cost upon the raising of the rails one foot, leaving the cost of raising the Line another foot, if decided upon, for a future arrangement.

The following items were then assented to, as forming the basis of an amicable settlement:—

	£	s.	d.
Items 1 to 9, in the schedule, for restoring and making good all damaged embankments by the late floods .....	543	18	6
Ditto 10 to 17, restoring ballast washed away .....	1206	19	6
Ditto 18, making good fencing washed away .....	17	10	0
Ditto 19, clearing out side drains .....	22	0	0
Ditto 20, taking up and straightening rails .....	160	0	0
Ditto 21, building brick faces to iron pipe ..	6	0	0
Ditto 22, making good culvert at 9 m. 52 chs. ....	101	8	0
Ditto 23, building wings to culvert at 32 m. 08 chs. ....	15	0	0
Estimated cost of restoring culvert at Verulam, before alluded to .....	450	0	0
Estimated cost of restoring culvert at Cameron's, before alluded to .....	1000	0	0
Total amount agreed upon and admitted by the Company's Engineers for the making good and restoring the damaged works to their former state.....	£3522	16	0

The following items were then assented to, as new items and additional works necessary to prevent a recurrence of a similar disaster:—

	£	s.	d.
Bridge over Verulam Culvert.....	636	0	0
Iron pipe at Cameron's Culvert.....	3600	0	0
Flood openings, to be constructed of timber, at 1 m. 46 chs., 3 bays, each 12 feet .....	108	0	0

	£	s.	d.
At 1 m. 51 chs., 3 bays, each 12 feet .....	108	0	0
At 2 m. 05 chs., 5 ditto, ditto 12 feet .....	180	0	0
At 2 m. 76 chs., 5 ditto, ditto 12 feet .....	180	0	0
At 3 m. 08 chs., 4 ditto, ditto 12 feet .....	132	0	0
At 3 m. 21 chs., 4 ditto, ditto 12 feet .....	132	0	0
At 15 m. 10 chs., 2 ditto, ditto 12 feet .....	66	0	0
At 32 m. 11 chs., 2 ditto, ditto 12 feet .....	66	0	0
Additions to bridge over Quamby Brook to give increased water way .....	54	0	0
Raising the level of rails at Hobler's Bridge .....	38	0	0
Raising the level crossing at St. Leonard's Road .....	25	0	0
Raising the level of rails one foot at several points along the Line (objected to as insufficient).....	1130	10	0
Increased water-way at 11 m. 20 chs.....	16	10	0
Ditto ditto at 27 m. 31 chs. ....	12	10	0
Total amount for new works .....	£6484	10	0
Amount brought forward for restoring damaged works .....	3522	16	0
<b>TOTAL</b> .....	<b>£10,007</b>	<b>6</b>	<b>0</b>

The Contractors and their Engineers then retired from the Board room to consult together previous to making an offer, without prejudice, to the Committee and Commissioners, upon the understanding that the maintenance of the Railway and works was to commence on the 1st December next. The Contractors returned, offering to divide the sum of £3522 16s. for the restoring the damage done to the Line by the late floods between themselves and the Company, which offer was declined; and the Committee intimated to them that they did not feel disposed to recommend a greater sum than £7500 for the approval of the Directory, upon the understanding that that amount was to be in full, and that the maintenance should commence on the 1st day of November next, and to end on the 31st day of October, 1871. This offer, after some little delay, was accepted by the Contractors, and the Committee adjourned to the following day.

We subjoin for the purpose of showing more clearly the saving effected by this arrangement:—

	£	s.	d.
Total amount of Contractors' claims .....	10,007	6	0
Total amount accepted .....	7500	0	0
Amount of saving effected by the Company .....	£2507	6	0

With reference to the maintenance of the Line commencing on the 1st of November next, instead of at the period when the proposed new works and alterations are completed, we would observe that, had the Line not been damaged by the late floods, it would have in all probability been completed and opened for general traffic on the 1st instant, when the maintenance of the whole Line of Railway would have commenced.

It will, therefore, be seen that the arrangement which we have consented to is in every respect an equitable one, and which very much facilitated the amicable settlement arrived at with the Contractors.

The Committee, Commissioners (Messrs. Kemp and Bartley), Company's Engineers, Contractors and their Engineer, met in the Board Room on the following day, 11th October, 1870, to consider and arrange the Contractor's claims for extra works executed by them; the deductions made from the original contract by the Company's Engineers, and claims for penalties for the non-completion of the Line within the contract time.

The Contractors' bill of extras was entertained first, amounting to £22,066 1s. 7d., accompanied by a claim for £486 for cement concrete inserted in the foundations of the bridge and viaduct at Longford instead of lime cement as specified. The bill of extras was admitted by the Company's Engineers, subject to certain deductions which had been previously agreed upon between themselves and the Contractors. The item for cement concrete was then touched upon, and after explanations from both sides the sum of £400 was mentioned and agreed to stand in abeyance, it having been stated that Mr. Doyne had promised to allow the Contractors payment for this substitution.

The Company's Engineers' statement of deductions from the bulk sum of the Contract was next entertained, amounting to £4790 2s. 5d., and, after lengthy explanations from both sides and arguments as to the right of the Company's Engineers to make these deductions, the following result was arrived at:—

*Statement of Deductions:*

	£	s.	d.
Items 266, 267, 268, and 269, in the Contract scheduled as side cutting, amounting to .....	2685	15	0
No decision upon these items could be arrived at; both parties holding out.			

	£	s.	d.
Item No. 22. Culvert scheduled twice in the contract, amounting to.....	414	3	8
The Committee were disposed to waive their right to deduct this amount from the Contractors.			
Item No. 62. A two feet iron pipe was substituted for a four feet brick culvert, and the Engineers claimed the right of difference of cost, amounting to.....	23	1	9
The Committee agreed to allow the Contractors this item.			
Item No. 99. Culvert at 37 m. 62 chs., shortened from its specified length; the Engineers claimed to deduct .....	318	12	9
The Contractors agreed to submit to a deduction of £268 12s. 9d.			
Item No. 130. Sleepers for sidings; the Engineers omitted to deduct this amount from the bulk sum before the contract was entered into with the Contractors...	919	2	9
Item No. 131. Laying rails for sidings; the Engineers also omitted to deduct this amount in the same way .....	429	6	6
No satisfactory decision could be arrived at upon these two last items.			
TOTAL .....	£4790	2	5

The Professional Commissioner then prepared the following abstract with the view of trying to bring about an equitable and amicable settlement:—

	£	s.	d.
Total amount of Contractors' bill of extras .....	22,066	1	7
Cement concrete substituted for lime concrete at Longford .....	400	0	0
	£22,466	1	7
Amount received by the Contractors on account of extras (included in their final bill)	9308	0	0
	£13,158	1	7
Deductions from bill of extras already agreed upon between the Company's Engineers and the Contractors, as per statement of particulars produced .....	118 19 9 440 0 0		
Item 99. Culvert; portion of which was not built, and as agreed upon in former statement .....	268 12 9		
	827 12 6		
	£12,330	9	1
The Contractors then retired to consider this abstract, and returned after a short delay, stating that they were willing to accept £1000 less than the sum thus worked out and to purchase from the Company £1500 worth of shares. This offer was refused by the Committee, and the Contractors were informed that if they were disposed to deduct £2330 9s. 1d. the Committee would remit any question as to penalties for the non-completion of the Line within the specified time. After some little delay this offer was accepted by the Contractors in full of all demands for their claims upon the Company, with the exception of the sidings, &c.; and they further agreed to purchase from the Company £1000 worth of shares .....	2330	9	1
Total amount for extras .....	£10,000	0	0

Before making this offer the Committee and Commissioners consulted with the Company's Engineers and Solicitor as to what amount the Company could actually sustain against the Contractors for penalties for the non-completion of the Line within the specified time; the Engineers mentioned six weeks or two months at the outside. After this matter had been thoroughly argued in all its bearings, the Solicitor (Mr. Collins) stated that it was, in his opinion, doubtful if the Company could sustain any claim against the Contractors for penalties as delays had taken place in putting the Contractors in possession of the necessary lands; also, the delay in not delivering the rails to the Contractors within the specified time, and the extensive alterations and additions to the several works from the original designs. Viewing all these circumstances, together with the probable law costs of an arbitration, it was unanimously agreed, as the most economical and in every other respect the most desirable course, to pay the Contractors £10,000 as a final settlement.

In conclusion, we beg to add, that we respectfully declined the responsibility of accepting the schedule of new works and additions, and the raising of the low portions of the Line a foot only, as sufficient to prevent a recurrence of similar disaster to the Line as that which has recently occurred; but we hope to be in a position to report at an early date our views upon these questions, as well as upon that of the further flattening of the slopes of the cuttings.

Adverting to the respective settlements entered into with the Contractors, the following statement will show at one view the amount of deductions made from the Directors' claims and the saving thereby accruing to the Company.

	£	s.	d.
Amount of deductions brought forward .....	2507	6	0
Ditto ditto .....	2330	9	1
Total amount of deductions effected upon said arrangements ....	£4837	15	1

We have, &c.,  
(Signed)

SAML. V. KEMP.  
THEODORE BARTLEY.

*The Hon. the Colonial Secretary, Hobart Town.*

I AM of opinion that the slopes in their present condition are insufficient for the safety of the working of the Line. A sum of £19,367 13s. 2d. has been already expended upon the flattening of the slopes, and from the unsatisfactory manner in which these works have been managed it will entail a further expenditure of several thousand pounds to make them complete and permanent.

SAML. V. KEMP.

THE arrangements to which Messrs. Kemp and Bartley intimate that they have "consented," embrace new works to be executed at a cost of some thousand pounds. Without raising any question in regard to the expediency of these arrangements in themselves, I would represent that, in my view, it is undesirable that the Commissioners, acting as Commissioners, should be immediate parties to negotiating with the Contractors. Their becoming so may be made an inconvenient pretext for obligations on the part of the Government in contingencies which may arise, and it is not contemplated that they should occupy such a position by the law. The original Railway Act (33 Vict. No. 28) provides only when they shall "report" upon contracts, and the Railway Act No. 5 expressly states that "no change or new work involving any increase of expense shall be entered upon or undertaken without first obtaining the consent of the Governor in Council.

The circumstances under which Messrs Bartley and Kemp have "consented" to arrangements were most urgent, and their action will no doubt be favourably regarded in consequence; but I nevertheless would urge that precautions be taken by the Executive that the Government is not compromised by what they have done. The opinion of the Melbourne Counsel should be asked for, and the interpretation thereof of the Crown Law Officers obtained, as to whether the Company or the Contractors were liable for the damage done to the Railway by the late flood; and if that question has not been determined, and the arrangement consented to by Messrs. Kemp and Bartley is to be regarded as an amicable *concession*, it should be distinctly understood that it is a concession, and one which is not to prejudice the Company (which is substantially the same thing as the Government in this matter) in any future contingency which may arise. Nearly one year has to elapse before the liabilities of the Contractors for the maintenance of the Line will cease, and before the expiration of that period accidents may occur in respect to which it is of the utmost importance that care should be taken by the Government as to any precedent it may now sanction.

FRED. M. INNES.  
October 15th, 1870.

## 763.

*Railway Commissioners' Office, Launceston, 19th October, 1870.*

SIR,

WE have the honor to inform you that at a board meeting of the Directory of the Launceston and Western Railway Company, held yesterday, we deemed it our duty distinctly to intimate that we should withhold our concurrence to that part of the Engineer's scheme which provided for the raising of those portions of the Line of Railway, which were damaged by the late floods, one foot only, as after obtaining the best information procurable on the question we were of opinion that they should be raised at least two feet; also that the flood opening at Verulam should be made 25 feet wide instead of 15 feet wide, as was proposed by the Company's Engineers; and that a brick culvert, to be approved of hereafter, should be substituted for the four feet iron pipe also proposed by the Company's Engineers; to which stipulations, we are pleased to inform you, the Directory unanimously agreed.

These extra works will entail a further expenditure of about £2500 or £3000 upon the £7500 already agreed upon, making the total cost a little over £10,000 for the Company's portion of restoring the damage done to the Line of Railway by the late floods, as well as the cost of the new works necessary to obviate the recurrence of a similar disaster by future floods.

We had hoped to be in a position to forward ere this a financial statement of the Company's funds; but, on account of the extra works agreed upon yesterday, some little delay will now be necessary to prepare the requisite plans and schedules, to enable the Company's Engineers and the Contractors to arrive at a satisfactory estimate of the cost of such extra works, which shall be binding upon all parties. But, in the meantime, with the view of allaying any anxiety the Government may entertain upon the question, we have much pleasure in intimating to you that we believe that by suspending certain proposed additional rolling stock, &c., which are not immediately required, that there will be a sufficient balance left to meet the cost of repairing the damage and of the necessary additional works.

We trust that what we have done will receive the approval of the Executive Council, as we have no hesitation in stating that under the peculiar circumstances, with the many interests involved, we have done the best for all parties concerned in sanctioning the immediate prosecution of the works, to save them from further injury, and the Company, or possibly the railway districts, from the very serious results which must inevitably attend upon any further delay in completing the Railway and works. And we trust that when we ask for the authority of these extra works, and for the payment of the £10,000 agreed upon as a final settlement with the Contractors, as intimated in our letter to you of the 12th instant, that the Executive Council will be pleased to confirm our acts.

It is also our pleasing duty to intimate to you that the Contractors expect to open the Line for general traffic on or about the 15th December next.

We have, &c.,

(Signed)

SAML. V. KEMP.

THEODORE BARTLEY.

*The Hon. the Colonial Secretary.*

I FIND that the "extra works" referred to in this communication would, instead of costing from £2500 to £3000, cost not less than £3632. I have further satisfied myself, and the Directory of the Launceston and Western Railway Company agree, that the "extra works" cannot be met from the remaining funds of the Company unless by postponing other and *more imperative claims, if even then*. The question then is, not what might or might not be desirable if the funds at the disposal of the Company were unlimited, but what is expedient to be done where they are, in point of fact, already inadequate. I learn that the circumstances under which it happened that the "extra works" represented in this letter as having been "unanimously agreed" to, *were* so agreed to, were these:—A proposal involving considerably less outlay was, on the recommendation of the Company's Engineers, submitted to the Directory, on the motion of Mr. Green seconded by Mr. Fisher; whereon Mr. Kemp submitted a counter proposal of his own to that of the Engineers; and, an acrimonious debate ensuing, he intimated in such terms to the Board the effect of the remonstrances he would address to the Executive against the approval of Mr. Major's plans that the Directory "unanimously agreed,"—or, as I should rather say, *yielded* to his (Mr. Kemp's) plan.

The transcript I annex from the minutes of the Board Meeting held yesterday will inform you of subsequent proceedings.

I should not omit to state that considerable importance was attached by practical members of the Directory to the fact that 28 additional flood openings had been provided for in the exposed parts of the Line, as diminishing the risk of future damage from floods.

F. M. INNES.

*Launceston, 26th October, 1870.*

764.

*Launceston and Western Railway Commissioners' Office,  
Launceston, 24th October, 1870.*

SIR,

I HAVE the honor, in connection with pending questions respecting the repair of the damage done to the Launceston and Western Railway by recent floods, to call your attention to the following:—

By the Act 29 Vict. No. 24, section 3, it is provided that "upon the passing of this Act the plan and section (of the Railway) shall be deposited with the Deputy Commissioner of Crown Lands at Launceston, and shall be kept in his office, and be at all convenient times open for public inspection without fee.

By the 31st Vict. No. 43, it is further provided that "upon deposit of new plan Company may deviate from plan already deposited" \* \* \* "The Company may upon depositing with the said Deputy Commissioner of Crown Lands a certain plan which is now prepared, and

signed by William Stammers Button, Esquire, Chairman of the said Company, deviate from the plan already deposited, and may construct the Line of the said Railway in accordance with the plan already deposited with the said Deputy Commissioner under the provisions of this Act; and all powers given to the said Company of constructing the said Railway and works, of taking lands and making deviations, shall extend to the Line as laid down in such last-mentioned plan."

By the 15th section of the first of these two Acts, provision is made for alterations to plan and section in the following manner:—"It shall not be lawful for the Company to proceed in the execution of the Railway unless they shall have previously to the commencement of such works deposited with the said Deputy Commissioner of Crown Lands a plan and section on the same scale, and containing the same particulars, as the original plan and section of the Railway."

On the 24th January, 1868, the Honorary Secretary of the Launceston and Western Railway Company (Limited) addressed a note to the Deputy Commissioner of Crown Lands, Launceston, and forwarded "plan and section of this Railway in pursuance of the provision contained in the 29th Vict. No. 24, and also a plan for proposed 'deviations' in pursuance of the 31st Vict. No. 43, to be deposited in your (his) office as provided."

I have understood from Mr. Gunn that since the date (24th January, 1868) of the above letter no further plans have been deposited with him.

It was, however, stated by Mr. Kemp at a meeting of the Launceston and Western Railway Board held on Saturday (22nd instant) that the plans so deposited with the Commissioner of Crown Lands have not been complied with in the construction of the Line; and I am informed that, specifically, a material deviation has been made in that part of the work on which a large outlay is now represented to be necessary in order to provide against disaster by future floods.

As an unprofessional Commissioner I submit to you that Mr. Kemp should be asked to report to the Government:—1st. Whether the portion of the Line which it is now proposed to raise has been constructed with the plan, or any plan, deposited with the Commissioner of Crown Lands, Launceston; and 2nd, if not, what is the extent of the departure from plan?

I have, &c.,

(Signed) FRED. M. INNES.

*The Hon. the Colonial Secretary.*

## 765.

*Railway Commissioners' Office, Launceston, 26th October, 1870.*

SIR,

ADVERTING to the letter signed by Mr. Bartley and myself on the 19th instant, I have the honor to inform you that at yesterday's Meeting of the Directory of the Launceston and Western Railway Company the Resolution formerly carried on the 18th instant, and alluded to in such letter, for raising the low portions of the Line of Railway, damaged by the late floods, two feet, was rescinded; and it was afterwards agreed upon not to raise any portion of the Line at all.

I deem it my duty to inform you that I consider it (notwithstanding the proposed increased water-ways, and the opinions of the Company's Engineers) absolutely necessary to maintain the traffic after the opening of the Line, and to prevent a recurrence of a similar disaster, that the Line should be raised beyond the reach of future floods.

A question of the insufficiency of funds to meet the cost of this necessary work has arisen, to which I beg to reply, that I would much prefer seeing works of less importance and necessity postponed than that of the raising of the Line,—the cost of which, if done before the opening of the Line, will be comparatively trifling to what it will be after the Line has been opened; apart from which the traffic will have to be stopped during such raising over that part of the Line at the great inconvenience of the public and loss to the Company and Districts.

For your information, I have the honor to annex extracts from the Company's minute book, which will show you what has taken place upon this subject.

I have, &c.,

(Signed) SAML. V. KEMP.

*To the Hon. the Colonial Secretary, Hobart Town.*

*EXTRACTS from the Minute Book of the Launceston and Western Railway Company.*

OCTOBER 18TH, 1870.

*Present*—Messrs. Button, Kemp, Green, Gibson, Robertson, Fisher, Webster, Weedon, Tyson, and Bartley.

Raising the low portions of the Line of Railway damaged by the late floods.

Mr. Major, Engineer, having been summoned, attended the Board.

Mr. Green moved, and Mr. Fisher seconded, "That the plans of the Engineers be adopted, and also the raising of the Line one foot."

Whereupon Mr. Kemp moved as an amendment, and Mr. Webster seconded, "That the Line be raised two feet."

The amendment being put, was carried.

OCTOBER 25TH, 1870.

*Present*—Messrs. Button, Green, Fisher, Tyson, Dodery, Weedon, Kemp, Innes, Bartley.

Mr. Major, Engineer, in attendance.

The consideration of raising the Line was resumed.

After hearing the views of the Engineers, and a lengthy discussion, Mr. Weedon moved, and Mr. Tyson seconded, "Mr. Major, the Engineer to the Company, having expressed his opinion that it is really not necessary for the security of the Line that it should be raised; and the Board having discussed the cost of raising the Line in the first instance one foot, and also of raising the Line two feet; and taking into consideration the present financial condition of the Company which would probably entail serious difficulty in carrying out either plan,—it is resolved that the Line be not raised at all."—Carried.

Mr. Kemp called for a division.

*Ayes*—Messrs. Weedon, Button, Green, Fisher, Tyson, Dodery, Innes, Bartley.*Noes*—Mr. Kemp.*EXTRACTS from Minutes of Board Meeting of October 25th, 1870.*Engineers' letter *re* cost of raising the Line and opening at Verulam. (See annexed.)

After a lengthened discussion it was agreed to defer the consideration of this question until 2:30 P.M., when the Engineers might be in attendance.

2:30 P.M.

The consideration of the Line was resumed.

After hearing the views of the Engineers and a lengthy discussion, Mr. Bartley moved, and Mr. Dodery seconded, "That leave be granted to make a motion to rescind the Resolution adopted at the last ordinary Board Meeting in regard to raising the Line."—Carried.

Mr. Kemp called a division.

*Ayes*—Messrs. Weedon, Button, Green, Fisher, Tyson, Dodery, Innes, Bartley.*Noes*—Mr. Kemp.

Mr. Weedon then moved, and Mr. Fisher seconded, "That the Resolutions of the last Board Meeting agreeing to raise the Line be rescinded."—Carried.

Mr. Kemp called a division.

*Ayes*—Messrs. Weedon, Button, Green, Fisher, Tyson, Dodery, Innes, Bartley.*Noes*—Mr. Kemp.

(Copy.)

October 20th, 1870.

GENTLEMEN,

In our letter to you yesterday, respecting the raising of the Line, we suggested that the former schedule should be amended by omitting items 10, 31, 33, 33a, 34, and 35, on substituting for them those contained in the new schedule which accompanied our letter. This having been returned to us with your prices filled in, we observe by a note appended that you calculate the amount to be so omitted from the former schedule, £1108 10s., in which item 10 is not included,—the amount of which is £669 1s. 6d. This sum is for "restoring" the ballast to its original form and dimensions between 1 m. 43 ch., and 3 m. 31 c., and includes the supply of fresh ballast where it is deficient, and also *reforming and packing up the whole*. As the latter part of this item will now come into the new schedule, it appears to us that the Company is entitled to a reduction of the item No. 10 to that extent.

Will you therefore favour us with any explanations or remarks you may desire to offer, so that we may lose no time in reporting the amount of your tender to the Board? We also observe that you have put down £5 for raising the crossing at 3 m. 30 c. Some damage was done to the approaches to this crossing, and to avoid misunderstanding we should be glad to know whether it is understood to be included in the Schedule of Renovations, as it is not specifically mentioned.

We have, &c.,

(Signed) DOYNE, MAJOR, & WILLETT, *Engineers.*

*Messrs. OVEREND & ROBB, Contractors.*

(Copy.)

*Launceston and Western Railway Contractors' Office,  
Railway Wharf, William-street, Launceston, October 21st, 1870.*

GENTLEMEN,

WE beg leave to acknowledge the receipt of your letter of the 20th instant with reference to our "Tender for raising the Line two feet," and beg leave to state in explanation we thought it undesirable to make any alterations in the original schedule for "new and renovated Works," upon which the settlement of the question of "damages by the late floods" was based, until the Company had finally determined upon the whole of the works to be carried out and their price fixed, when the original schedule and tender could be amended in such items as were fairly affected by any alteration in the works in the "original schedule." It would therefore have been better had the note at the bottom of present schedule been omitted. We now, however, as the question of deduction has been raised, amend the schedule; and the balance of Two thousand six hundred and forty-two Pounds eleven shillings and eight-pence (£2642 11s. 8d.) is the amount for which we are willing to "raise the Line" without any further question of addition or deduction being raised.

We may further remark as to the basis of the present tender, that the price of earthwork is fixed with the understanding that we are permitted to use all available side cutting from slopes of cutting, &c., within the Company's land; and also that our tender does not include the supply of any additional ballast to complete the new cross section supplied,—the quantity provided being in our opinion sufficient.

Although we cannot find any record of a charge having been made for restoring the crossing at 3 m. 20 chs., we will not raise any question on the subject, but treat it as if it had been included.

We have, &c.,

(Signed) OVEREND & ROBB.

*Messrs. DOYNE, MAJOR, and WILLETT.*

(Copy.)

*Launceston and Western Railway, Engineers' Office,  
Launceston, Tasmania, 24th October, 1870.*

DEAR SIR,

WE hand you herewith a Schedule of the work required to be done in raising the Line 2 feet above the present level, between 1 m. 42 chs. and 4 m. 1½ chs., in accordance with the Resolution of the Board passed on the 18th instant. The cost has been filled in by the Contractors and amounts to £3933 11s. 2d., of which £1290 19s. 6d. is included in the Schedule of Renovations, and extra works agreed to by the Company and Contractors on the 10th instant. We append copies of Correspondence on this point. You will please instruct us whether we are to order the Contractors to proceed with this work. We further append copy of a letter from the Contractors concerning the opening at Verulam, also prepared in accordance with a Resolution of the Board of the same date; and we suggest that we should be authorised to accept the proposition therein made.

We have, &c.,

(Signed) DOYNE, MAJOR, & WILLETT.

R. W. LORD, *Esq., Acting Secretary.*



## LAUNCESTON AND WESTERN RAILWAY.

*SCHEDULE of WORKS to be done in raising the Level of the Line 2 feet between 1 mile 42 chains and 4 miles 1½ chains.*

Description.		Quantity.	Rate.	Amount.	Total.
				£ s. d.	£ s. d.
Earthwork in accordance with annexed Cross Section:—		cub. yds.			
M. CHS.	M. CHS.				
From 1 42 to 1 64, Embankment No. 4.		2610			
1 64 to 1 75, Cutting „ 4.		1210			
1 78 to 2 11, Embankment „ 5.		2113			
2 11 to 2 18, Cutting „ 5.		770			
2 55 to 2 75, Embankment „ 7.		308			
2 57 to 2 58, Cutting „ 7.		110			
2 58 to 3 0·35, Embankment „ 8.		4445			
3 03·5 to 3 0·7, Cutting „ 8.		385			
3 0·7 to 3 30·7, Embankment „ 9.		4748			
3 30·7 to 3 49, Cutting „ 9.		1980			
3 49 to 3 52, Embankment „ 10.		346			
3 52 to 3 55, Cutting „ 10.		330			
3 55 to 3 76·5, Embankment „ 11.		3117			
3 76·5 to 3 78·6, Cutting „ 11.		300			
3 78·6 to 4 01·5, Embankment „ 12.					
Benching on slopes shown on Section.....		22,772	1s. 6d.	..	1707 18 0
		362 chs.	4s. 0d.	..	72 8 0
Ballasting in accordance with annexed Cross Section:—					
From 1 m. 42 chs. to 2 m. 18 chs } .....		162½ chs.	£6 8s.	..	1040 0 0
2 m. 55 chs. to 4 m. 01·5 chs }					
Raising Level Crossings as specified, including lengthening all drain pipes where required, and repainting P. Road gates and fencing in two coats of white lead and oil:—					
At 1 m. 75 chs., Public Road.....		..	..	50 0 0	
2 m. 17 chs., Occupation .....		..	..	10 0 0	
3 m. 7 chs., do. } .....		..	£5	15 0 0	
3 m. 30 chs., do. }		..			
3 m. 55 chs., do. }		..			
4 m. 0·0 chs., Public Road.....		..	..	40 0 0	
Raising Hobler's Bridge in accordance with the drawing, including all materials.....		..	..	..	115 0 0
Lengthening pipes and culverts:—					
At 2·64 24" C. I. Pipe .....		6	40s.	12 0 0	
3·25 24" do. ....		6	..	12 0 0	
3·50 12" do. ....		6	16s 7d.	4 19 6	
3·60 24" do. ....		6	40s.	12 0 0	
4·01 9" Earthenware, double.....		6	4s.	1 4 0	
No. 8, Brickfaces removed and rebuilt.....		..	60s.	24 0 0	
Soiling and sowing Embankments, Nos. 4, 5, 7, 8, 9, 10, 11, and 12.....		11,000	6d.	..	66 3 6
Taking up and relaying the Permanent way from 1 m. 42 chs. to 2 m. 18 chs., and 2 m. 55 chs. to 4 m. 01·5 c.....		3575	3s.	..	275 0 0
Memo.—The stone drains on Cross Section of Cuttings not being specified, are not charged.					£3933 11 2
The four items to be deducted are, 31a, 33, 33a, 34, 35. Total.....					£1108 10 0
No. 10 item, 2433 cub. yds., at 1s. 6d. ..					182 9 6
					£1290 19 6
				Less deduct..	1290 19 6
				Balance.....	£2642 11 8

(Copy.)

## LAUNCESTON AND WESTERN RAILWAY.

*SPECIFICATION of Work to be done in raising the Line two (2) feet, from 1 m. 42 chs. to 2 m. 18 chs., and from 2 m. 55 chs. to 4 m. 1·5 chs.*

THE rails, sleepers, and ballast on those portions of the Line to be raised must be removed before laying on any of the material for filling up; and where the ballast is clean and free from earthy matter, but not otherwise, it may be replaced and used again.

Before placing the extra material on the embankments, the present slopes must be stopped, as shown on the drawing; and when the embankments are completed and properly trimmed, their sides shall be covered with good vegetable soil, six inches deep, and sown with grass seed. In raising the level crossings to suit the altered land of the Railway, the approaches shall be made in accordance with Clauses 88, 89, and 95 of the Specification of the Railway; and the Public Road gates and wrought fencing shall be painted in two coats of white lead and oil after they have been re-erected.

The bridge at 1 mile 76 chains to be raised in the manner shown in the drawing.

All the pipes and culverts in the altered length to be suitably lengthened, and the faces rebuilt.

## 766.

*Launceston and Western Railway Company, Limited,  
Launceston, 9th November, 1870.*

SIR,

I HAVE the honor, in accordance with the instructions of the Board of Directors of this Company, to hand you herewith, by favour of Mr. Commissioner Innes, a draft Contract drawn up and approved by the Board of this Company and the Contractors Messrs. Overend and Robb, for the execution of the repairs and new works on the Line necessitated by the recent disastrous floods, particulars of which, the Directors understand, have been supplied to you in detail by the Commissioners.

I am further instructed to request the concurrence of the Governor in Council to the due execution of the agreement, so that the works may be immediately proceeded with as stipulated in the contract.

I beg to state that the Commissioners have been supplied with all information on the subject, and requested to recommend the adoption of the contract to the Government.

I have, &c.,

(Signed)

R. W. LORD, *Acting Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

## 767.

*Colonial Secretary's Office, 16th November, 1870.*

SIR,

I HAVE the honor to acknowledge your letter of the 9th instant, accompanied by draft Contracts drawn up and approved by the Board of the Company on the one hand, and the Contractors, Messrs. Overend and Robb, on the other; and having previously received the report, dated 12th October, of Commissioners Kemp and Bartley on the negotiations which have led to the proposed contracts, also Mr. Commissioner Innes' report thereon, and this day separate communications from Mr. Kemp and Mr. Bartley,

I beg now to reply that the Government is fully alive to the embarrassing position in which the Company has been placed; and without committing itself to any opinion on the compromise to which the Government is asked to give effect in order to obviate still greater embarrassments, it is prepared to do so with one qualification. The Government cannot agree to any bargain between the Contractors and the Company to be defrayed from the funds of the Company *and Commissioners* of which it is made a condition that the Contractors are to pay moneys for shares in the Company *to the separate account of the Company.*

The payment which is contemplated for shares under the proposed arrangement should pass to the funds of the Company and Commissioners to be applied to the completion of the Railway.

Having thus evinced the desire of the Ministry to facilitate the settlement of this vexed question, I trust that I shall be spared the necessity of pointing out to you the objections in principle to that feature to which I have intimated the grave objection of myself and colleagues.

I return herewith the draft Contracts.

I have, &c.,

(Signed)

J. M. WILSON.

*The Secretary, Launceston and Western Railway Company.*

*Railway Commissioners' Office, Launceston, 14th November, 1870.*

SIR,

I HAVE the honor to transmit herewith certain documents relating to the settlement of Messrs. Overend and Robb's Contract for the construction of the Launceston and Western Railway; also, for restoring certain damages done to the Line by the late floods; and the extra works proposed by the Company's Engineers to prevent a recurrence of a similar disaster.

*List of Enclosures.*

- Copy of Commissioners' letter to Directory, dated 10th October, 1870.
- Copy of Engineers' Memorandum, dated 14th October, 1870, with
- Copy of Contractors' letter to Engineers, dated 13th April, 1870.
- Copy of Contractors' letter to the Directory, dated 5th November, 1870.
- Copy of Directors' letter to Contractors, in reply, dated 8th November, 1870.
- Copy of Engineers' letter to Directory, dated 7th November, 1870.
- Extracts from the Company's Journals, dated 8th November, 1870.
- Copy of Report of Committee to Directory, dated 9th November, 1870.
- Copy of Memoranda signed by the Company's and Contractor's Solicitors, dated 8th November, 1870.
- Extracts from the Company's Journals, dated 9th November, 1870.
- Copy of Engineer's letter to the Directory, dated 11th November, 1870.
- Copy of a Draft Agreement for restoring the damaged portion of the Line, and proposed extra works, dated blank.
- Copy of Schedule, showing how the cost of such restoring, and new works, have been arrived at by the Company's and Contractors' Engineers.
- Copy of Draft Agreement of final settlement and release, dated blank.
- Copy of Schedule of extra works, shewing the amount due to Contractors by the Company.
- Copy of Financial Statement of the funds at the disposal of the Company and Commissioners.
- Copy of Statement showing alterations, substitutions, additions, and deductions from the original Contract; no date.
- Copy of an Additional Claim for works performed by Messrs. Overend and Robb, handed in after the settlement which took place on the 11th ultimo, and which will have to be dealt with hereafter.

*Letters of the 10th and 14th of October, and 13th April, 1870.*—These letters will show the Contractor's liability for fines for the non-completion of the Line of Railway within the contract time, viz. 17th March last. In addition, I beg to add, that I have been guided by the advice of the Company's Solicitor (Mr. Collins) who recommended, at a meeting of the Directory held on the 11th ultimo, mutual concessions, as he apprehended some difficulty in being able to sustain by law the amount named by the Company's Engineers.

*Draft Agreement for restoring Damages and making New Works.*—I beg most respectfully to take exception to the terms of payment provided for in this agreement; and would suggest that all progress payments made to the Contractors should be so made upon a form of certificate shewing quantities and rates; such form to be approved of by the Governor in Council.

*Schedule; Works of Restoration and New Works.*—With reference to the enclosed schedule for restoring the works damaged by the late floods, and the proposed new works considered by the Company's Engineers sufficient to prevent a recurrence of a similar disaster, I beg respectfully to take exception to the same, and to inform you that I consider it necessary that all the low portions of the Line should be raised beyond the reach of future floods; and that additional waterways across the Line, at the upper end thereof, should be provided beyond those recommended by the Company's Engineers; and that the slopes of the remainder of the cuttings should be flattened; and that all dead timber standing in close proximity to the Line should be cut down and removed, before the opening of the Line for general traffic.

I deem it my duty to bring under your notice the discrepancy between the executed levels of the Line of Railway, under Messrs. Overend and Robb's Contract, and those levels originally contemplated; for instance, the gradients as shown upon the original plan and section, (deposited in the office of the Deputy Commissioner of Crown Lands in Launceston, in accordance with the Railway Act No. 24 of Session 1865), vary several feet in height, and more particularly over the low portions of the Line; and I have no hesitation in saying, that had the Line of Railway been constructed upon the levels originally contemplated, no such damage as that which took place on the 8th, 9th, and 10th September last would have occurred to that part of the Line.

*Schedule of Extra Works.*—In directing your attention to the amount expended in this schedule for extra works executed beyond the original contract, I beg to observe that authority has only been given by the Governor in Council for the expenditure of £10,208 8s. 0d. of such amount; the balance, therefore, has been expended by the Company's Engineers without the authority of the Governor in Council, and contrary to the clause No. 7 of Act No. 21.

I take leave to mention in this communication, that I am of opinion that the station accommodation at present provided will prove quite inadequate to the requirements of the traffic, and that considerable additions will have to be made to several of the intermediate stations soon after the opening of the Line for general traffic.

In forwarding this communication to you I think it right to state that time would not admit of my going carefully over the Line to ascertain personally the correctness, or otherwise, of the final completion of all the works returned by the Company's Engineers; to do this would take some considerable time, as I should have to walk from one end of the Line to the other. I therefore forward the whole of these documents with a view of expediting the settlement of the arrangements, which have after considerable difficulty been arrived at; and which, if approved of and confirmed by the Government, will facilitate the opening of the Line by the time agreed upon, viz., 15th January next, taking for granted the correctness of all the documents laid before me.

I have, &c.,

(Signed) SAML. V. KEMP.

*The Hon. the Colonial Secretary, Hobart Town.*

**A.**

	£	s.	d.
Total amount of Messrs. Overend and Robb's original Contract .....	200,671	8	8
Amount of bill of extras .....	13,038	13	8
	<hr/>		
	£213,710	2	4
Amount already paid to Messrs. Overend and Robb on account £174,035 19 10			
Amount of deductions agreed upon from the bill of extras (on the 11th ultimo) .....	3038	13	8
Maintenance .....	6453	5	4
	<hr/>		
	183,527	18	10
	<hr/>		
	£30,182	3	6
Amount now proposed to pay to Messrs. Overend and Robb .....	23,072	5	3
	<hr/>		
Balance of cash to be retained in the hands of the Company .....	7109	18	3
Together with a bank deposit amounting to .....	5017	0	0
	<hr/>		
Total amount of security .....	£12,126	18	3

SAML. V. KEMP.  
15. 11. 70.

**B.**

LAUNCESTON AND WESTERN RAILWAY.

*STATEMENT of Capital, Expenditure, and Probable Expenditure.*

[illegible]

E. & O. E.

R. W. LORD, *Accountant.*  
November 15th, 1870.

(Copy.)

*Railway Commissioners' Office, Launceston, 10th October, 1870.*

SIR,

WE beg to intimate that we consider it highly desirable that the Directors should obtain from the Engineers of the Company a statement of all penalties incurred by the Contractors (Messrs. Overend and Robb) for the non-completion of the Line within the time named in their contract; and that the Engineers be requested to state definitely what amount of penalties can, in their opinion, be sustained by the Company against the Contractors, and the reasons, if any, why the whole amount should not be so sustained.

We have, &amp;c.,

(Signed) SAML. V. KEMP.

THEODORE BARTLEY.

*The Secretary of the Launceston and Western Railway Company.*

(Copy.)

*Launceston and Western Railway Engineers' Office,  
Launceston, October 15th, 1870.*

DEAR SIR,

IN compliance with your letter of the 11th instant, we now hand you memorandum respecting the Contractors' liability for damages for non-completion within contract time.

We are, &amp;c.,

(Signed) DOYNE, MAJOR & WILLETT, *Engineers.*R. W. LORD, *Esq., Acting Secretary.*

## LAUNCESTON AND WESTERN RAILWAY.

*ENGINEERS' Memorandum on liability of Contractors for non-completion by Contract time.*

THE contract time expired on the 16th March, 1870, at which time the Contractors were in possession of sufficient rails to complete the Line to Deloraine (without sidings) had the works been far enough advanced to do so; in the absence of any other reason to the contrary, therefore, the Contractors would become liable for damages from and after this date. On the 21st May, in consequence of instructions from the Board to take the necessary steps for opening the Line to Westbury if possible by the 1st July, we ordered the Contractors to lay in the sidings required for working the traffic, (see our letter to the Secretary dated 4th July, 1870), and as this reduced the quantity of rails below that required for completing the Line, the Contractors could claim exemption from liability for non-completion, up to and including a reasonable time, after the delivery to them of the last consignment received by the "Grasmere." These were laid with reasonable despatch, and but for the recent disastrous floods the contract might have been completed without any further claim for damages arising. It would therefore appear that the Company's claim, if any, is confined to the two months between 16th March and 21st May: whether the Company's subsequent default in supplying rails would bar this claim is a question which it is not our province to decide. Apart from this, however, the Contractors applied to us on the 13th April in a letter—of which we append a copy,—for an extension of time to the 16th July, 1870, giving their reasons why it might be granted. Of these we think paragraphs 1, 2, and 4 are entitled to consideration. Paragraph 3 has no weight, inasmuch as, so far as Messrs. Overend and Robb are concerned, no date was ever named for the completion of the Bridge; nor could they, in our opinion, claim the use of it as a matter of right when it was finished. We postponed our decision in the matter because a settlement of disputed questions, such as has recently taken place, was mooted at the time, and we did not think it right to yield so important a concession too readily, until we had ascertained in what spirit the Contractors were prepared to meet the Company in other matters.

(Signed) DOYNE, MAJOR, & WILLETT, *Engineers.*  
14th October, 1870.

(Copy.)

*Launceston and Western Railway Contractors' Office, Railway Wharf,  
William-street, Launceston, 13th April, 1870.*

GENTLEMEN,

WITH reference to our Contract for the construction of the Launceston and Western Railway, we beg leave to say that the time named in the contract for the completion of the works having expired on the 16th ultimo, we have the honor to request that an extension of time for the completion of the works to the 16th July, 1870, be granted to us. We beg leave most respectfully to submit the following reasons as sufficient ground on the basis of the contract itself for such an extension being allowed us.

1st. A large amount of extra work has been done besides the works specified, and the increase has, as you are aware, been principally on the large cuttings near Launceston, thereby causing delay at the very commencement of laying the permanent way.

2nd. We were in a position to have commenced laying the permanent way on the 24th March, 1869, but were prevented by the non-arrival of the fastenings, bolts, &c. for rails, which did not arrive before the 30th June, on which day we commenced laying the permanent way.

3rd. Considerable delay and trouble has been caused by the non-completion of the iron bridge at Longford at an earlier period of the contract. An extension of time may fairly be claimed on this ground, and also from the fact that the Bridge is not yet completed,—a circumstance, all other causes being removed, which would most effectually have prevented the works being finished in the time specified.

4th. Between the acceptance of our tender by the Board and the signing and completing of the contract, we might reasonably have claimed an interval of one month, as is usually given, to provide deposit money and to complete other arrangements. Now as the contract time commenced on the signature

of the contract, it virtually amounted to shortening the Contract time to that extent. If you will recollect, we called your attention to the fact at the time, but as the Board of Directors were most anxious to have the contract completed, we waived the point, on the understanding that it would be taken into account on such an application as the present.

5th. The advanced state of the works at the present time notwithstanding all the drawbacks that have occurred, and the fact that a large proportion of the Line might have been opened for traffic some time since, and that the whole might be made available within one month of the contract time, show, we think, that all possible diligence has been used in hurrying the works.

In conclusion, permit us to say that should the extension of time applied for be granted, no exertion will be spared on our part to complete the works at the earliest possible moment.

We have, &c.,

(Signed) OVEREND & ROBB.

Messrs. DOYNE, MAJOR, and WILLETT, Engineers  
Launceston and Western Railway.

(Copy.)

Launceston and Western Railway Contractors' Office, Railway Wharf,  
Launceston, 5th November, 1870.

GENTLEMEN,

WE had expected ere this to have received from you payment of the amounts as arranged upon at our interview with you on the 10th and 11th October, and which were then settled as follows:—

The balance of the original contract as under—	£	s.	d.
To amount of contract.....	200,671	8	8
To amount of cash security .....	5017	0	0
	£205,688	8	8
Cr. By cash on contract account .....	£174,035	19	10
By amount to be paid for and during maintenance .....	6453	5	4
By amount of deductions on contract as agreed on, deducted here, instead of from extra account.....	3038	13	10
By moiety of retention and deposit money to be retained until 1st November, 1871 .....	10,033	11	5
	193,561	10	5
	£12,126	18	3
To balance of amount for extra work .....	13,038	13	10
	£25,165	12	1

We have to request that you will inform us at once whether it is your intention to carry out the same, and if so, when? because one great inducement for our coming to any such arrangement was the promise of the immediate payment of this money.

We beg to remind you that on receiving the Engineers' instructions and designs for new works of restoration, we commenced operations in good faith, and without delaying the same until the terms of the arrangement had been embodied in an agreement; and we have done all we could to expedite the fulfilment of our part of the arrangement.

We did this in full confidence that you would have been equally prompt in fulfilling your part, so far at least as to pay us the large sum of money due to us according to its terms on the 1st instant.

The interest on so large a sum of money is a matter of very serious consideration to us, as we are at the present time paying interest on overdrafts.

We have, in consequence of the non-payment of the money, removed the men from the further prosecution of the new works.

We shall, however, still continue to complete as quickly as possible those works set forth by the Engineers as necessary to be done before they could or would give the final certificate; although we are clearly of opinion that the whole of those, with perhaps only one exception, would more properly come under and belong to the maintenance clause.

We are, &c.,

(Signed) OVEREND & ROBB.

To the Chairman and Directors of the Launceston  
and Western Railway Company, Limited.

(Copy.)

*Launceston and Western Railway Company, Limited,  
Launceston, November 8th, 1870.*

GENTLEMEN,

I AM instructed to acknowledge receipt of your letter of the 5th instant (received on the 7th) addressed to the Chairman and Directors of this Company, and in reply have to state, that the Directors have been and are quite prepared to carry out all the arrangements arrived at, at the conference held on the 10th and 11th October last, so soon as they were embodied in proper legal instruments that would satisfy the Company's Solicitors; and neither the Company nor their Solicitors are in any way responsible for the delay which has taken place in the due execution of such documents.

The Directors regret exceedingly to observe that you labour under a misapprehension altogether as to the tenor of the understanding referred to. The recollection of the Directors present at the conference is very clear as to the settlement come to, and they are supported, not only by the minutes of their Secretary taken at the time, but further confirmed by minutes taken independently by one of the Commissioners, Mr. Kemp.

That understanding was, that the amount agreed to be taken for extras, viz. £10,000, should be paid immediately upon the Contractors signing a form of release, and that the Contractors undertook to carry out all restorations and new works, as per schedule, for the sum of £7500, maintenance to commence on the 1st November; no mention being made of any payment under the original contract until the works not damaged by the floods had been completed, which, I may add, the Directors thought would be the case by that date.

The Directors, however, although perfectly satisfied as to the terms of the agreement made, having had before them a recommendation to this effect from the Engineers, are willing to pay the Contractors the sum of £13,038 13s. 10d. on condition that the sum of £3038 13s. 10d. is deducted from the amount due on the original contract; it being also provided that the Contractors immediately enter into a contract to perform the additional works and repairs as agreed upon. This proposal is made without prejudice, with a view to a termination of misunderstandings calculated to inflict serious injury upon the Company.

I am, &amp;c.,

(Signed) R. W. LORD, *Acting Secretary.*

Messrs. OVEREND and ROBB, Contractors,  
Launceston and Western Railway.

(Copy.)

*Launceston and Western Railway Company, Limited,  
Launceston, 7th November, 1870.*

DEAR SIR,

REFERRING to the conversation between the Chairman and Mr. Doyne this morning, we are of opinion that the sum of £13,038 13s. 10d., being the amount due for extra works, may be paid to the Contractors at once, upon the understanding that the balance over £10,000 is to be presently deducted from the original contract, in accordance with the arrangement entered into by the Board and Messrs. Overend and Robb at the meeting on October 11th.

We are, &amp;c.,

(Signed)

DOYNE, MAJOR, & WILLETT, *Engineers.*R. W. LORD, *Esq., Acting Secretary.*

## EXTRACT FROM THE JOURNALS.

AT a General Meeting of the Directory of the Launceston and Western Railway Company, held November 8th, 1870.

Present—Messrs. Button, Gibson, Fisher, Green, Tyson, Dodery, Kemp, Innes, Bartley, and Weedon.

Mr. Green moved and Mr. Bartley seconded—

“That the Chairman, Mr. Innes, and the mover be a Committee, with the Engineers and Solicitors, to meet the Contractors and their Solicitors, for the purpose of explaining and removing any existing difficulties between the Company and the Contractors.”

Carried unanimously.

(Copy.)

## REPORT of Committee.

*Launceston, 9th November, 1870.*

THE Committee appointed for the purpose of explaining and removing any existing difficulties between the Company and the Contractors, and to report to the Board, in accordance with the terms of their appointment met, in conjunction with the Solicitors and Engineers of the Company, the Contractors and their Solicitor, yesterday afternoon.

The Committee did not feel themselves at liberty to re-open the negotiations concluded between the Directors and Commissioners (Messrs. Kemp and Bartley) on the one hand, and the Contractors on the other, on the 10th and 11th October last, upon the merits of the original question, but only to ascertain the misapprehensions which had arisen on the part of the Contractors, and to remove the same; or, satisfy the Contractors, in so far as this could be accomplished without prejudice to the Company, on the basis of the understanding entered into in October.

With this explanation, the Committee have to report the following memorandum of agreement which has been signed by the Solicitors of the Company and of the Contractors respectively.

(Signed) W. S. BUTTON, *Chairman.*

(Copy.)

MEMORANDUM, 8th November, 1870.

THE Contractors to have paid to them half the retention and deposit money, viz. £10,033 11s. 5d. Extras at £13,038 13s. 10d., (the £3038 13s. 10d. being deducted off original contract)—say in all £23,072 5s. 3d.; and that the Contractors complete the unfinished works under the original contract by the 15th January, 1871. Simultaneously upon payment of the money, the Contractors shall execute a contract for the completion of the whole of the works destroyed by the floods, except Cameron's Culvert, by the 15th January, 1871, and it be made sufficiently safe for the running of trains by that date; and to complete by the 1st May, 1871, under the penalty of twenty pounds per working day; and that the £10,033 11s. 5d., residue of retention and deposit money, form a security for the due completion of the whole of the works within the time stipulated.

Clause 27 of original conditions shall be altered, so that the half retention money and deposit money therein payable 12 months after the works had been maintained to the satisfaction of the Engineers after completion of works, shall be payable to the Contractors on the 1st November, 1871, subject to due performance of above conditions.

For the Company,  
(Signed) GEO. COLLINS.

For the Contractors,  
(Signed) W. D. GRUBB.

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EXTRACTS from the Company's Journals.

Special Board Meeting, convened for the purpose of receiving the report of the Committee, November 9th, 1870.

Present—Messrs. Button, Green, Tyson, Weedon, Fisher, and Innes.

Report of Committee appointed to meet the Contractors, and the Memorandum drawn up and signed at their meeting with the Contractors, having been read,

Mr. Weedon moved and Mr. Fisher seconded—

“That the Report be adopted.”

Carried.

It was also resolved—“That a copy of the Report and Memorandum be forwarded to the Commissioners, with the request that they will recommend the arrangement to the Government.”

It was further resolved—“That the Secretary forward the Dratt Contract to the Government, together with all papers relating thereto, for their sanction.”

(Signed) R. W. LORD, *Acting Secretary*.

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*Launceston and Western Railway Company, (Limited),*  
*Engineers' Office, Launceston, 11th November, 1870.*

DEAR SIR,

It is thought desirable that we should repeat in writing the verbal recommendation we made to the Committee appointed by the Board to confer with Messrs. Overend and Robb at the meeting on Tuesday last; viz., that in consideration of Messrs Overend and Robb signing a contract, binding themselves to proceed with all possible speed with the completion of the whole of the works of the Railway, so as to enable the Company to open the Line for traffic on the 15th day of January, 1871, the Board should assist the Contractors to the extent of advancing them one half of the retention money now in the possession of the Board, besides paying them the balance due for extra work as agreed upon; we being satisfied that after such payment the security remaining will be sufficient to ensure the final completion of the Railway.

Yours, &c.,

(Signed) DOYNE, MAJOR, & WILLETT, *Engineers*.

R. W. LORD, *Esq., Acting Secretary*.

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THIS CONTRACT made the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1870, between Best Overend and John Robb, both of Launceston, in Tasmania, Contractors, hereinafter and in the documents forming the schedule hereto called “The Contractors,” of the 1st part, and the Launceston and Western Railway Company, (Limited), Tasmania, hereinafter and in the said documents called “The Company,” of the 2nd part: WHEREAS the said B. Overend and J. Robb are the Contractors for the construction of the Line of Railway extending from Launceston to Deloraine: And whereas in consequence of the damage caused to portions of the said Line of Railway extending from Launceston to Deloraine by the late flood, it has become necessary to reconstruct and repair the portions of the Line so damaged: And whereas the Contractors have agreed to execute the works specified in the schedule hereto for the sum of £7838 18s. 6d., and to be bound by the specifications and general conditions embodied in their original contract with the said Company, and which contract bears date the 16th day of July, 1868, except as hereafter mentioned: Now these presents witness that in pursuance of the premises, and for the considerations herein mentioned, the said Contractors for themselves, their heirs, executors, and administrators, hereby covenant with the said Company, and the said Company hereby covenant with the said Contractors, to perform, observe, and fulfil all and singular the conditions, stipulations, and requisitions expressed and contained in or reasonably to be inferred from the specifications and general conditions of the said Contract of the 16th day of July, 1868, or such of them as will apply (except as herein expressly altered and intended not to apply) or from these presents, or the schedule hereto annexed, and by and on the part of the said Contractors and Company respectively to be observed, performed, and fulfilled.

No. 17 of the general conditions shall not apply, and the following shall be substituted. The Contractors shall complete the whole of the works of this Contract, including any alterations and additions to or deviations from the same, on or before the 15th day of January, 1871, save and except the Culvert No.



36 known as the Culvert on Cameron's Hill, which shall be completed by the said Contractors on or before the 1st day of May, 1871; and the said Contractors agree to make the said culvert sufficiently safe by the said 15th day of January, so as to allow of the passing of trains over the embankment covering the said culvert, and so as to enable the said Company to carry on the traffic on and over the said Railway in the usual manner, and for every day's delay in the completion of the works after the days and times respectively appointed for completion of the said works respectively the Company shall be entitled to deduct from the sum of £10,033 11s. 5d., being the residue of retention and deposit moneys now in their hands under the original Contract, as and by way of liquidated damages, and not as in the nature of a penalty, the sum of £20 per working day. Provided always that in the event of any alterations, deviations, additions, or extra works being required, the Engineers shall allow such an extension of time, if any, as they shall think necessary in consequence of such alterations, deviations, additions, or extra works, and at the expiration of the time so extended the Company shall be entitled to make such deductions or sets off as aforesaid.

The first paragraph or five lines of No. 18 of the general conditions shall not apply, and the following shall be substituted. The Contractors shall maintain all the works comprised in this Contract in perfect order until the 1st day of November, 1871, and the Contractors shall then deliver over the works to the Company in perfect order.

No. 27 of the general conditions shall not apply, and the following shall be substituted. Payments will be made to the Contractors every month of the amount which the Engineers may certify by estimate from the schedule of prices as the price or value of the work performed during the preceding month, together with the value the Engineers shall place on any suitable materials that shall have been delivered on the works, less ten (10) per cent upon each such certified amount; and the balance will be retained by the Company until the final completion of the works mentioned in this Contract to the satisfaction of the Engineers, when the residue shall be paid to the Contractors within 14 days after a certificate shall have been given by the Engineers that the works have been completed to their satisfaction. Provided always that no money shall be considered due or owing to the Contractors nor shall the Contractors be entitled to payments for or on account of any works executed by them unless the Engineers shall certify the amount thereof, and that the Contractors are reasonably entitled to such payment whether the same shall be a monthly payment on account or in respect of such balance as aforesaid; nor shall any such sum so certified be considered to be payable to the Contractors until the expiration of seven days after such certificate shall have been presented to the Company or its Secretary; nor shall any omission to pay the amount of such certificate at the time the same shall be held or deemed to vitiate or avoid this Contract, but in case of such omission the Contractors shall be entitled to interest on the amount certified for at the rate of £10 per cent per annum for such time as such omission shall continue.

This Contract and the Contract hereinbefore referred to, except in so far as the same is altered or affected by this Contract, shall be read and construed together as one and the same Contract. In witness whereof the parties hereto have hereunto set their hands and seals, and the said Company hath hereto affixed its seal the day and year first before written.

#### LAUNCESTON AND WESTERN RAILWAY.

##### *SCHEDULE of Repairs and Extra Works included in the Contract dated.*

*Messrs. OVEREND & ROBB, Contractors.*

	£	s.	d.	£	s.	d.
Item 1. Restoring embankments Nos. 4, 5, 8, and 9, to their original form and dimensions, allowing for the portions where flood-openings are ordered..	134	14	0			
2. Ditto No. 38, as above .....	112	10	0			
3. Ditto No. 45, as above .....	5	2	9			
4. Ditto No. 63, as above .....	50	2	0			
5. Ditto No. 65, at the ends of flood opening .....	3	15	0			
6. Ditto No. 88, to its original form and dimensions .....	1	9	3			
7. Ditto No. 91, as above .....	59	15	10			
8. Ditto No. 96, as above .....	40	10	0			
Restoring the ballast to its original form and dimensions—						
9. Between 1 m. 43 chs., and 3 m. 31 chs. ....	501	16	2			
10. At embankment 45 .....	3	6	0			
11. At embankment 60 .....	76	6	3			
12. At 15 m. 58 chs. ....	10	10	4			
13. Between 27 m. 30 chs., and 27 m. 34 chs. ....	5	3	2			
14. Between 28m. 59 chs., and 28 m. 74 chs. ....	29	9	10			
15. At embankment 91 .....	40	4	5			
16. At embankment 96 .....	4	6	8			
17. At places not otherwise enumerated .....	234	1	10			
18. Repairing the fencing where injured by the flood .....				905	4	8
19. Clearing side drains .....				13	2	6
20. Taking up, straightening, and relaying rails, as required .....				16	10	0
21. Rebuilding faces to iron pipe at 8 m. 28 chs. ....				120	0	0
22. Culvert at 9 m. 55 chs. Removing 18 lineal feet (more or less) of the lower end, and rebuilding the same with face and wing walls, according to the original design, with cement mortar .....				4	10	0
23. Rebuilding three wings to culvert at 32 m. 08 chs. ....				76	1	0
				11	5	0

	£	s.	d.	£	s.	d.
Timber flood openings, to be constructed in accordance with drawings Nos. 26 and 25, and with the specification for the formation of the Railway, including all labour and materials--						
Item 24. At 1 m. 46 chs., 3 bays, each 12 feet, drawing No. 25.....	81	0	0			
25. At 1 m. 51 chs., 3 bays, each 12 feet, drawing No. 25.....	81	0	0			
26. At 2 m. 05 chs., 5 bays, each 12 feet, drawing No. 25.....	135	0	0			
27. At 2 m. 76 chs., 5 bays, each 12 feet, drawing No. 25.....	135	0	0			
28. At 3 m. 08 chs., 4 bays, each 12 feet, drawing No. 26.....	99	0	0			
29. At 3 m. 21 chs., 4 bays, each 12 feet, drawing No. 26.....	99	0	0			
30. At 15 m. 10 chs., 2 bays, each 12 feet, drawing No. 26.....	49	10	0			
31. At 32 m. 11 chs., 2 bays, each 12 feet, drawing No. 26.....	49	10	0			
					729	0 0
32. Adding 5 feet in height to lower ends of the wing-walls of bridge over Quamby Brook .....	..				40	10 0
33. Raising the level of the rails one foot, by the addition of 12 inches of ballast—From 27m. 29 chs., a level gradient, to 27 m. 35.50 chs.—143 lineal yards .....	..				36	1 6
34. Culvert at 4 m. 32 chs. Removing remains of original culvert, and clearing outlet to main stream; constructing timber bridge, with a clear opening of 25 feet over the site of original culvert, and joining up the embankment thereto, in accordance with the drawing and in conformity to the specification for the formation of the Railway. The materials recovered from the original culvert to be the property of the Contractors.....	..				814	10 0
35. Culvert at 9 m. 8 chs. Tunnelling through the embankment and constructing a culvert of the form and dimensions shown on the drawings, of brick in cement, upon a foundation of lime concrete not less than 18 inches in depth under the centre of the invert and of the full width of the culvert, all holes and low or soft places to be made good with concrete; the invert springers to side walls, and skewbacks, to be of bluestone, truly dressed, and set in cement mortar; building conducting wing walls at the upper end, and retaining wall at the lower end; forming and pitching with bluestone, inlet and outlet aprons, and extending the base of the embankment, as shown on the drawings. The whole of the work to be done in accordance with the drawings, and in conformity with the general specifications for the formation of the Railway.....	..				4642	10 0
36. At 11 m. 20 chs.; timber culvert, 18 ft. square.....	12	7	6			
37. At 27 m. 31 chs., ditto, 24 ft. square.....	9	7	6			
					21	15 0
TOTAL .....					£7838	18 6

## MEMORANDUM.

In arriving at the amount of this schedule, twenty-five per cent has been taken off each item in accordance with the agreement arrived at on the 10th ultimo, with the exception of the culvert at Cameron's, 9 m. 8 chs., which has been arrived at as follows:—

	£	s.	d.
Cost of the 4ft. iron pipe.....	4630	0	0
Less 25 per cent.....	1157	10	0
	£3472	10	0
Add extra for brick and stone culvert .....	1170	0	0
	£4642	10	0

SAML. V. KEMP.  
14. 11. 70.

AGREEMENT made and entered into this day of 1870, between Best Overend and John Robb, both of Launceston, in Tasmania, Contractors, (hereinafter called the Contractors) of the one part, of the Launceston and Western Railway Company (Limited) Tasmania, (hereinafter called the Company) of the other part. Whereas the said B. Overend and John Robb are the Contractors for the construction of the Line of Railway extending from Launceston to Deloraine: And whereas damage to the said Line of Railway has been caused by the recent floods, and the Contractors have been unable to complete the whole of the said works, and the Company's Engineers are unable to give their final certificate as required under the Contract with the Company of the 16th July, 1868, which is necessary to entitle the Contractors to the payment of half of the deposit and retention moneys now in the hands of the Company, amounting to £10,033 11s. 5d.: And whereas the Company's Engineers consider the works of the Railway sufficiently advanced to enable them to recommend the payment by the Company to the Contractors of the said sum of £10,033 11s. 5d., and the payment of which sum has been so recommended to the Company by the Engineers: And whereas the Contractors are entitled to a sum of £13,038 13s. 10d., balance of account for extras as agreed upon by the Company and the Contractors: And whereas the Company and the Contractors have agreed that the sum of £3038 13s. 10d. shall be allowed for deductions from the amount of the original contract price on account of works not performed and material not supplied: And whereas it has been agreed that the above sums of £10,033

11s. 5d., and £13,038 13s. 10d., (making together the sum of £23,072 5s. 3d.) shall be paid by the Company to the Contractors on the execution hereof: And whereas it has also been agreed between the Company and the Contractors that the maintenance of the Line by the Contractors shall cease on the 1st day of November, 1871, as hereinafter mentioned: Now these presents witness that in pursuance of the premises and in consideration of the sums of £10,033 11s. 5d., and £13,038 13s. 10d., (making together the sum of £23,072 5s. 3d.,) paid to the Contractors by the said Company on or before the execution of these presents, the receipt whereof is by the Contractors hereby acknowledged, they, the said Contractors, for themselves, their heirs, executors, and administrators, do hereby covenant with the said Company, their successors and assigns, and do hereby acknowledge and declare that the said sum of £23,072 5s. 3d. is received by them in full payment, satisfaction, and discharge of all moneys agreed to be paid to them on account of deposit and retention moneys held by the Company under the terms of the Contract, and also for all extra works performed by the Contractors, and hereby release the said Company from all further claims and demands in respect of the same or any part thereof. And also further covenant and agree with the said Company that the said Company shall be allowed out of the original contract price the sum of £3038 13s. 10d. for deductions as aforesaid; and the said Company hereby covenants with the said Contractors for the considerations aforesaid the said Company has agreed to and doth hereby release the said Contractors from all claims for liquidated damages (if any) which the Company now has against the Contractors for non-completion of the works under the original Contract within the time therein specified. And also that notwithstanding anything contained in clauses 18 or 27 of the general conditions of the Contract of 16th July, 1868, the maintenance of the Line by the Contractors shall cease on the 1st day of November, 1871.

# BILL OF EXTRAS.

*LAUNCESTON and Western Railway Company,*

*To Messrs. OVEREND and ROBB.*

*Account for Extra Works.*

<i>Description of Work.</i>		<i>Quantities.</i>	<i>Rate.</i>	<i>Amount.</i>	<i>TOTAL.</i>
			<i>£ s. d.</i>	<i>£ s. d.</i>	<i>£ s. d.</i>
<i>Flattening of Slopes.</i>					
No. 5	Cutting .....	2594 c. yds.	0 2 0	259 8 0	
6	ditto .....	913 "	0 1 6	68 9 6	
9	ditto .....	2713 "	0 1 9	237 7 9	
10	ditto .....	214 "	0 1 6	16 1 0	
13	ditto .....	1286 "	0 1 6	96 9 0	
16	ditto .....	1943 "	0 1 6	145 14 6	
20	ditto .....	946 "	0 1 9	82 15 6	
22	ditto .....	1575 "	0 1 6	118 2 6	
23	ditto .....	88 "	0 1 9	7 14 0	
24	ditto .....	594 "	0 2 0	59 8 0	
25	ditto .....	608 "	0 2 0	60 16 0	
26	ditto .....	766 "	0 2 4	89 7 4	
27	ditto .....	432 "	0 1 6	32 8 0	
29	ditto .....	1672 "	0 1 9	146 6 0	
30	ditto .....	581 "	0 2 0	58 2 0	
31	ditto .....	4593 "	0 1 6	344 9 6	
32	ditto .....	855 "	0 1 6	64 2 6	
33	ditto .....	7 "	0 1 6	0 10 6	
35	ditto .....	5964 "	0 1 7	472 3 0	
36	ditto .....	2177 "	0 1 9	190 9 9	
37	ditto .....	25,816 "	0 2 0	2581 12 0	
38	ditto .....	85,725 "	0 1 11	8215 6 3	
40	ditto .....	3781 "	0 1 9	330 16 9	
42	ditto .....	25,666 "	0 1 11	2459 13 2	
57	ditto .....	1350 "	0 1 6	101 5 0	
63	ditto .....	21,589 "	0 2 0	2158 18 0	
68	ditto .....	8447 "	0 1 7½	686 6 4	
75	ditto .....	471 "	0 1 6	35 6 6	
83	ditto .....	592 "	0 2 2	64 2 8	
84	ditto .....	507 "	0 2 2	54 18 6	
91	ditto .....	442 "	0 2 2	47 17 8	
94	ditto .....	1084 "	0 1 6	81 6 0	
Total amount for flattening slopes .....		..	..		19,367 13 2
<i>Level Crossings, "Public Road."</i>					
At 14 m. 29 chs. level crossing complete .....		..	..	..	102 5 0
<i>Level Crossings, "Occupation Road."</i>					
At 7 m. 72 chs., occupation crossing complete .....		..	..	41 4 11	
At 29 m. 10 chs., ditto .....		..	..	71 2 3	
At 34 m. 48 5 chs., ditto .....		..	..	55 2 11	
					167 10 4

<i>Description of Work.</i>	<i>Quantities.</i>	<i>Rate.</i>	<i>Amount.</i>	<i>TOTAL.</i>
		£ s. d.	£ s. d.	£ s. d.
<i>Pastoral Crossings.</i>				
At 0m. 58 chs., crossing complete .....	..	..	21 10 0	
Extra approach to ditto .....	334 c. yds.	0 2 6	41 15 0	
At 1 m. 15 chs., crossing complete .....	..	..	21 10 0	
At 1 m. 25 chs., ditto .....	..	..	21 10 0	
Temporary crossing with slip panel, previously ordered .....	..	..	1 10 0	
At 2 m. 12 chs., crossing complete .....	..	..	21 10 0	
Temporary crossing, previously ordered .....	..	..	1 10 0	
At 3 m. 8 chs., crossing complete .....	..	..	21 10 0	
At 3 m. 28 chs., ditto .....	..	..	21 10 0	
Extra to ditto, 4 gates .....	4 No.	4 15 0	19 0 0	
Ditto earthworks in approaches .....	1994 c. yds.	0 1 6	149 11 0	
Ditto fencing .....	48½ rods.	0 7 0	16 19 6	
Ditto wooden culvert .....	23 c. feet.	0 4 0	4 12 0	
Ditto removing gates from 3 m. 30 chs. and re-erecting .....	..	..	2 0 0	
At 3 m. 62 chs., crossing complete .....	..	..	21 10 0	
4 m. 41 chs., ditto .....	..	..	21 10 0	
5 m. 52 chs., ditto .....	..	..	21 10 0	
6 m. 8 chs., ditto .....	..	..	21 10 0	
6 m. 78 chs., ditto .....	..	..	21 10 0	
8 m. 32-75 chs., ditto .....	..	..	21 10 0	
8 m. 54½ chs., temporary crossing .....	..	..	3 0 0	
9 m. 36-5 chs., crossing complete .....	..	..	21 10 0	
9 m. 74-35 chs., ditto .....	..	..	21 10 0	
Earthwork for ditto .....	153 c. yds.	0 1 6	11 9 6	
Gravel ditto .....	118 "	0 5 6	32 9 0	
Fencing ditto .....	28 rods.	0 7 0	9 16 0	
At 10 m. 39 chs., crossing complete .....	..	..	21 10 0	
Earthwork in approaches .....	65 c. yds.	0 1 6	4 17 6	
At 10 m. 69 chs., crossing complete .....	..	..	21 10 0	
Earthwork in approaches .....	135 c. yds.	0 1 6	10 2 6	
At 12 m. 21 chs., crossing complete .....	..	..	21 10 0	
At 14 m. 2 chs., constructing and erecting styles in each fence, hardwood .....	35 c. feet.	0 4 0	7 0 0	
At 16 m., 0 chs., crossing complete .....	..	..	21 10 0	
18 m. 36 chs., ditto .....	..	..	21 10 0	
18 m. 61 chs., ditto .....	..	..	21 10 0	
19 m. 61 chs., ditto .....	..	..	21 10 0	
20 m. 12 chs., ditto .....	..	..	21 10 0	
20 m. 39 chs., ditto .....	..	..	21 10 0	
20 m. 74 chs., ditto .....	..	..	21 10 0	
21 m. 56 chs., ditto .....	..	..	21 10 0	
23 m. 33-5 chs., ditto .....	..	..	21 10 0	
24 m. 10-5 chs., ditto .....	..	..	21 10 0	
25 m. 34 chs., ditto .....	..	..	21 10 0	
25 m. 79-32 chs., ditto .....	..	..	21 10 0	
27 m. 34 chs., ditto .....	..	..	21 10 0	
27 m. 66 chs., ditto .....	..	..	21 10 0	
29 m. 21 chs., ditto .....	..	..	21 10 0	
31 m. 60 chs., ditto .....	..	..	21 10 0	
31 m. 78 chs., ditto .....	..	..	21 10 0	
34 m. 24 chs., ditto .....	..	..	21 10 0	
39 m. 52 chs., ditto .....	..	..	21 10 0	
39 m. 79 chs., ditto .....	..	..	21 10 0	
40 m. 12 chs., ditto .....	..	..	21 10 0	
40 m. 29 chs., ditto .....	..	..	21 10 0	
41 m. 34 chs., ditto .....	..	..	21 10 0	
42 m. 18 chs., ditto .....	..	..	21 10 0	
43 m. 7½ chs., ditto .....	..	..	21 10 0	
43 m. 49 chs., ditto .....	..	..	21 10 0	
43 m. 61 chs., ditto .....	..	..	21 10 0	
				1261 12 0
<i>Bridges.</i>				
Item 118.—At 2 m. 40 chs., timber bridge—				
Extra cross braces and wallings .....	205 c. ft.	0 2 9	28 3 9	
Ironwork .....	328 lbs.	0 0 5	6 16 8	
Item 54.—Bridge on road deviation at Longford—				
Timber work and piles .....	535 c. ft.	0 2 9	73 11 3	
Ironwork .....	500 lbs.	0 0 5	10 8 4	
Item 124.—At 38 m. 40 chs., timber bridge—				
Additional timber on account of alteration .....	319 c. ft.	0 3 0	47 17 0	
Timber cut to waste on account ditto .....	..	..	12 0 0	
Additional ironwork .....	120 lbs.	0 0 5	2 10 0	
Earthwork in approaches .....	118 c. yds.	0 1 6	8 17 0	
Metal .....	22 "	0 6 0	6 12 0	
Rough fencing .....	5 rods.	0 7 0	1 15 0	
9 in. pipe .....	26 feet.	0 2 0	2 12 0	
				201 3 0

Description of Work.	Quantities.	Rate.	Amount.	TOTAL.
		£ s. d.	£ s. d.	£ s. d.
<i>Timber Culverts.</i>				
At 0 m. 0 chs. This extra is double the original item	50 lin. ft.		75 19 0	
At 0 m. 55 chs. Timber .....	80 c. ft.	0 4 0	16 0 0	
Excavation .....	12 c. yds.	0 3 0	1 16 0	
At 25 m. 63 chs. Timber .....	112 c. ft.	0 4 0	22 8 0	
At 37 m. 70 chs. Timber .....	31½ "	0 4 0	6 6 0	
At 38 m. 5 chs. Timber .....	31½ "	0 4 0	6 6 0	
				128 15 0
<i>Brick Culvert.</i>				
At 43 m. 79½ ch., 2 ft. culvert, 21½ ft. long .....	..	..	..	22 0 0
<i>Iron Pipes.</i>				
At 1 m. 46 chs., 12 in. cast iron pipe .....	34½ lin. ft.	0 16 7	28 12 1	
At 3 m. 10 chs., 12 in. cast iron pipe .....	126 "	0 16 7	104 9 6	
Excavation for ditto .....	140 c. yds.	0 3 0	21 0 0	
Puddle for ditto .....	27½ "	0 4 6	6 4 10	
Water hole .....	147 "	0 3 0	22 1 0	
At 3 m. 50 chs., 12 in. cast iron pipe .....	25½ lin ft.	0 16 7	21 2 10	
10 m. 7 chs., 12 in. ditto .....	75 ft. 3 in. "	0 16 7	62 7 11	
15 m. 1 ch., 24 in. ditto .....	28 "	2 0 0	56 0 0	
15 m. 2 ch., 24 in. ditto .....	21½ "	2 0 0	43 0 0	
23 m. 32 ch., 12 in. ditto .....	25½ "	0 16 7	21 2 10	
42 m. 66 ch., 12 in. ditto .....	31 "	0 16 7	25 14 1	
				411 15 1
<i>Earthenware Drain Pipes.</i>				
At 4 m. 1 ch., 9 in. pipe .....	48 "	0 2 0	4 16 0	
4 m. 46 chs., ditto .....	23½ "	0 2 0	2 7 0	
4 m. 66 chs., ditto .....	44 "	0 2 0	4 8 0	
6 m. 44 chs., ditto .....	40 "	0 2 0	4 0 0	
7 m. 39½ chs., ditto .....	20 "	0 2 0	2 0 0	
10 m. 49 chs., ditto .....	20 "	0 2 0	2 0 0	
10 m. 59 chs., ditto .....	20 "	0 2 0	2 0 0	
15 m. 10 chs., ditto .....	22 "	0 2 0	2 4 0	
15 m. 18 chs., ditto .....	28 "	0 2 0	2 16 0	
17 m. 48 chs., 12 in. ditto .....	50 "	0 3 3	8 2 6	
24 m. 25 chs., ditto .....	28 "	0 3 3	4 11 0	
26 m. 9 chs., 9 in. ditto .....	22 "	0 2 0	2 4 0	
26 m. 16 chs., ditto .....	28 "	0 2 0	2 16 0	
29 m. 9 chs., ditto .....	24 "	0 2 0	2 8 0	
35 m. 46 chs., ditto .....	26 "	0 2 0	2 12 0	
36 m. 6 chs., ditto .....	22 "	0 2 0	2 4 0	
37 m. 70 chs., ditto (double) .....	41 "	0 2 0	4 2 0	
				55 10 6
<i>Ditching.</i>				
Clearing outlets to River, No. 1 bank .....	58 days.	0 7 0	20 6 0	
At 32 m. 60 chs., 24 chs. drain .....	528 lin. yds.	0 2 0	52 16 0	
38 m. 12 chs., 20 chs. drain .....	440 "	0 3 0	66 0 0	
Ditto, 12 chs., old drain .....	264 "	0 1 6	19 16 0	
				158 18 0
Additional carriage of rails .....	350 tons.	0 4 0	..	70 0 0
Concrete in foundations of South Esk Bridge and brick viaduct, Longford .....	..	..	..	400 0 0
				£22,347 1 10
Cr. by Cash on account .....	..	..	..	9,308 8 0
				£13,038 13 10

## GENERAL STATEMENT OF ACCOUNT.

Dr.—To amount of extra work .....	£ s. d.	22,347 1 10
Cr.—By cash on account of extra work .....	9308 8 0	
„ Balance of addition and deduction account .....	3038 13 10	
		12,347 1 10
		£10,000 0 0

## STATEMENT A.

	£	s.	d.
Probable amount yet to expend for law costs, &c. for land .....	1000	0	0
Painting waggons .....	35	0	0
Boring for water .....	20	0	0
Stations .....	6000	0	0
Tools .....	2861	0	0
Sidings .....	2400	0	0
Rails and fastenings .....	1200	0	0
Telegraph throughout .....	2000	0	0
Furniture .....	530	0	0
Semaphores .....	400	0	0
Workshops .....	1000	0	0
Goods cranes .....	300	0	0
Locomotives .....	4770	0	0
Duplicates for locomotives .....	750	0	0
Ironwork for waggons .....	4620	0	0
One first class carriage, £436 .....	436	0	0
Three second class ditto at £340 .....	1020	0	0
Two composite ditto at £422 .....	844	0	0
Two break vans at £299 .....	598	0	0
Two carriage trucks at £160 .....	320	0	0
Three horse boxes at £240 .....	720	0	0
Woodwork on 55 waggons .....	1375	0	0
Extra office management and Commissioners .....	1590	0	0
Interest reserved by statute .....	12,000	0	0
	<u>£46,789</u>	<u>0</u>	<u>0</u>

## STATEMENT B.

	£	s.	d.
Workshops' foundations .....	1000	0	0
Water arrangements .....	1500	0	0
Turntables, &c. ....	1000	0	0
Carriage and horse docks .....	250	0	0
Engine sheds, coal platforms, ash pits, &c. ....	650	0	0
	<u>£4400</u>	<u>0</u>	<u>0</u>

## STATEMENT OF ALTERATIONS, ADDITIONS, SUBSTITUTIONS, AND DEDUCTIONS FROM THE ORIGINAL CONTRACT.

No. of Item.	Description of Work.	Cost of Alteration.	Amount of Item.	Deduction.	Addition.
		£ s. d.	£ s. d.	£ s. d.	£ s. d.
17	At 32 m. 76 chs.; level crossing gates altered to 12 ft. ....	30 12 1			
	Wrot. fencing and painting .....	3 17 7			
				34 9 8	
29	At 7 m. 39.5 chs.; occupation crossing .....		41 4 11		
	Pastoral gates substituted .....	21 10 0	21 10 0		
				19 14 11	
30	At 8 m. 70 chs.; occupation crossing not executed .....		41 4 11		
				41 4 11	
32	At 12 m. 2 chs.; occupation crossing .....		41 4 11		
	Pastoral gate substituted .....	21 10 0	21 10 0		
				19 14 11	
33	At 14 m. 74.5 chs.; occupation crossing .....		71 3 11		
	Approaches made and drain pipe put in .....	27 3 8	27 3 8		
				44 0 3	
34	At 15 m. 42 chs.; occupation crossing .....		65 18 9		
	Approaches made .....	22 7 8	22 7 8		
				43 11 1	
39	At 29 m. 60 chs.; occupation crossing .....		71 2 3		
	Pastoral gate substituted .....	21 10 0	21 10 0		
				49 12 3	
40	At 30 m. 63 chs.; occupation crossing .....		41 4 11		
	Pastoral gates substituted .....	21 10 0	21 10 0		
				19 14 11	
41	At 32 m. 50.5 chs.; occupation crossing .....		41 4 11		
	Pastoral gate substituted .....	21 10 0	21 10 0		
				19 14 11	
42	At 34 m. 14 chs.; occupation crossing .....		55 2 11		
	Double pastoral gate substituted at 34 m. 10 chs. ....	43 0 0	43 0 0		
				12 2 11	

No. of Item.	Description of Work.	Cost of Alteration.	Amount of Item.	Deduction.	Addition.
		£ s. d.	£ s. d.	£ s. d.	£ s. d.
48	At 40 m. 39 chs.; occupation crossing..... Pastoral gate substituted 40 m. 44 chs. ....	21 10 0	41 19 2 21 10 0	20 9 2	
49	At 40 m. 64 chs.; occupation crossing ..... Pastoral gate substituted 40 m. 66 chs. ....	21 10 0	41 4 11 21 10 0	19 14 11	
51	At 44 m. 50 chs.; occupation crossing ..... Pastoral gate substituted 44 m. 42 chs.....	21 10 0	43 11 1 21 10 0	22 1 1	
66	At 10 m. 14 chs.; brick culvert, double, 4 feet openings ..... Constructed double, 3 feet openings .....	498 7 10	549 1 6 498 7 10	50 13 8	
73	At 13 m. 46·60 chs.; brick culvert, 2 ft. opening Constructed, 12 in. iron pipe, 63 ft. at 16s. 7d..	52 4 9	52 2 0 52 4 9	..	0 2 9
77	At 18 m. 76 chs.; brick culvert, 2 ft. opening Constructed, 12 in. iron pipe, 27 ft. at 16s. 7d..	22 7 9	27 1 0 22 7 9	4 13 3	
80	At 22 m. 64·5 chs.; brick culvert, 2 ft. opening Constructed double, 2 ft. openings .....	42 4 9	29 15 0 42 4 9	..	12 9 9
88	At 31 m. 50 chs.; brick culvert, 2 ft. opening, not put in .....	..	20 3 0	20 3 0	
93	At 34 m. 53 chs.; brick culvert, 18 in. opening, not put in .....	..	23 0 0	23 0 0	
97	At 37 m. 8 chs.; brick culvert, 2 ft. opening Constructed, 4 ft. opening, 26½ ft. at 48s. 8d..	63 18 8	23 12 0 63 18 8	..	40 6 8
106	At 42 m. 73 chs.; brick culvert, 3 ft. opening Constructed, 12 in. pipe, 32 ft. at 16s. 7d. ....	26 10 8	59 5 4 26 10 8	32 14 8	
	At 41 m. 65 chs.; 12 in. pipe, 29 ft. at 16s. 7d... Constructed, brick culvert, 2 ft. opening ....	37 10 0	24 0 11 37 10 0	..	13 9 1
22	Level crossing at 37 m. 62 chs.; culvert to approaches ..... Allowed at settlement.....	.. ..	.. ..	414 3 8 ..	414 3 8
99	Road diversion at 37 m. 62 chs. .... Culvert under road .....	224 14 0	493 6 9 224 14 0	268 12 9 919 2 6	
130	Sleepers .....	..	18,752 17 0	429 6 6	
131	Permanent way .....	..	9075 18 0	2685 15 0	
266 to 269	Side cutting ..... Allowed at settlement.....	.. ..	2685 15 0 ..	..	1695 5 2
				£5214 10 11 2175 17 1	£2175·17 1
				£3038 13 10	

*COPY of an Additional Claim for Work performed by Messrs. Overend and Robb, handed in after the Settlement which took place on the 11th October, 1870, and which will have to be dealt with hereafter.*

S. V. K.

Alterations to engines .....	22 17 5.	No authority for this amount.
Cartage of timber from Longford, and materials supplied } to Stations .....	115 9 7. 43 13 6.	Station authority. No Authority.
Purchase of engine shed, workshops, water pipes, and } fittings .....	284 11 7.	It is proposed to pay this sum out of the authorities for stations and water supply.
Pipe at Burke's, Exton* .....	42 0 0.	No authority.
Sidings at all stations* .....	2400 0 0.	Authority granted for this.
Iron bridge sleepers .....	100 6 6.	These sums are chargeable to Messrs. De Bergne & Co., Contractors for the erection of the bridge.
Testing bridge .....	20 0 0.	

Furnished to Douglas and Collins by Mr. Grubb.  
21st October, 1870.

\* Incomplete.

*Hobart Town, 12th November, 1870.*

SIR,

In my Memo. upon the joint letter to you from Messrs. Kemp and Bartley of the 12th ultimo, wherein those gentlemen acquainted you with the particulars of what they designate an "amicable arrangement" which they had promoted between the Launceston and Western Railway Company, on the one hand, and the Contractors, Messrs. Overend and Robb, on the other, in respect to the repair and completion of the Railway after the injuries which that work had sustained from the late floods,—I advised that, for the due consideration of the question referred to the Executive, the Opinions which had been obtained from Melbourne Counsel, as to whether the Contractors or the Company were liable, should, in the first instance, be procured. I have now the honor to supply you with those Opinions, from which you will perceive that Mr. J. W. Stephen considered the case "a proper one for a compromise or perhaps arbitration," and Mr. Fellows, that it was one "for mutual concessions."

Accepting these views the Directory of the Launceston and Western Railway Company, as reported in the joint letter of Messrs. Kemp and Bartley, nominated five of their number, not including any Commissioner, "to endeavour to open negotiations with the Contractors and their Engineers." But the negotiations of the Committee, as thus constituted, having led to no definite result, an offer was renewed of the services of the two Commissioners named, and principally by this means the results arrived at were accomplished.

Without detracting from the motives which actuated the offer on the part of my colleagues, I think that it would have been more judicious that only one Commissioner should have served in the Committee appointed; instead of two, (which is virtually all,) being committed to its decisions. More thorough consideration of the conclusions arrived at by the Committee would thus have been provided for, as well as that separate and independent action on the part of the Commissioners secured, which the Law contemplates, more especially in all important proceedings. And while recognizing the difficulties which beset the negotiations in which they bore a part, I regret that I cannot unite in the congratulatory view which they take of the results achieved.

Recurring to the Opinions of Messrs. Stephen and Fellows, to the effect that "compromise" or "mutual concession" was required,—required, of course, as the terms signify, quite as much on the part of the Contractors as of the Company; how far does the "amicable arrangement" meet the condition of "compromise" or "mutual concession?" According to the statement furnished to you by Messrs. Kemp and Bartley, the Contractors' estimate for restoring damaged works, and for new works deemed necessary to provide against future disasters to the Railway, amounted to £10,007, while the sum accepted for the same under the "amicable arrangement" is £7500,—and this is reported as "a saving effected by the Company of £2507." But in this "saving" no amount is allowed as the pecuniary value of the remission made to the Contractors of one month's "maintenance of the Line," admitted on their part to be equivalent to £500. And, adverting to the distribution of the Contractors' demand of £10,007 between the two distinct heads of restorations and of new works, you will not have failed to observe that there are three calculations given in Messrs. Kemp and Bartley's letter, of the cost of restorations: the Company's Engineers, £5726; the Contractors', £2981; the sum determined by the parties to the "amicable arrangement," £3522. Whatever rule might be recognised as applicable to new works, as regards restorations at least, I cannot conceive any arrangement as consonant to the idea of "compromise" or "mutual concession" short of an equal division of liability. Taking the medium estimate then as the least exceptionable, namely £3522 for restorations, the half of that sum, or £1761, would be the proportion chargeable to the Company. According to this view the utmost concession made by the Contractors,—(to speak of it as "saving effected by negotiations" is to ignore the position of the parties)—amounts to no more than £246, out of £6485 demanded by them for new works,—not £2507.

The second head of adjustments, set forth to you in Messrs. Kemp and Bartley's letter, related to the Contractors' bill of extras amounting to £22,066 *1s. 7d.*, with an additional item of £486 subsequently reduced by consent to £400, making a total of £22,466 *1s. 7d.* This bill it appears was admitted on the part of the Company's Engineers; but as against it, they preferred a claim for "deductions" amounting to £4790 *2s. 5d.* In adverting to this part of the report of my fellow-Commissioners I beg again to recall your attention to the attitude of the parties concerned in these negotiations,—one of "compromise" or "mutual concession,"—and I would next refer to the detail of the "deductions" claimed, and lastly to the mode in which a decision thereon was arrived at, and the substance of that decision, as the whole of these matters are reported in pages 9 and 10 of Messrs. Kemp and Bartley's letter. The first item of deduction claimed is a sum of £2685 *15s.*, on which it is stated that "no decision could be arrived at, both parties holding out." The second item is a sum of £414 *3s. 8d.* for a culvert scheduled (by mistake) *twice* in the Contract. On this the report is, that "the Committee were disposed to waive their right to deduct this amount from the Contractors." The fourth item, amounting to £919 *2s. 9d.*, is thus set forth: "Sleepers for sidings; the Engineers omitted to deduct this amount from the bulk sum before the contract was entered into with the Contractors." The fifth and last item, £429 *6s. 6d.*, "Laying rails for sidings," is explained in the



following words: "the Engineers also omitted to deduct this amount in the same way;" and it is added, "No satisfactory decision could be arrived at upon these two last items." Here are three items amounting to a total of £1762 12s. 11d. left by a clerical blunder in the schedules,—by mere oversight,—and representing works which the Contractors did *not* execute. Whatever legal advantage (a disputed point), under the general conditions of their contract, Messrs. Overend and Robb might possess in withstanding the deduction claimed by Company's Engineers upon the same, in the light of amicable and mutual concession it is difficult to understand how it came to be refused. As reported to you, however, the Committee failed to effect an arrangement, and Messrs. Kemp and Bartley inform you:—

"The Professional Commissioner then prepared the following abstract with the view of trying to bring about an equitable and amicable settlement."

The "abstract" need not be recapitulated in this communication; its notable feature is, that "deductions" claimed on behalf of the Company amounting to £4790 are reduced by Mr. Kemp to £827 12s. 6d.; in other words, £3963 is surrendered without one word of explanation as to how this proceeding was required by the principles of "an equitable and amicable settlement."

I am not ignorant that in cases of the present description it is not uncommon to "give and take" irrespective of equity in regard to details, and I wish that I could view Mr. Kemp's "abstract" as an instance of that kind and divested of all special significance. Candour, however, obliges me to say that I do not do so; and I cannot look upon the summary reduction to *less than a fifth* of the *claim* made in the interests of the Company by their Engineers as otherwise than a most severe and contemptuous reflection upon those gentlemen. As such I believe it is resented by Mr. Major—the Engineer principally in charge of the works, &c., on the Launceston and Western Railway—and with all the more intensity because the slight emanates from a professional source, and is calculated to inflict unmerited injury upon him when these proceedings obtain parliamentary publicity.

Notwithstanding the surrender of £3963 of the contra claims of the Company, the adjustment arrived at is reported to you as exhibiting a "saving" effected of £2330 9s. 1d., thus:—

	£	s.	d.
Extras of Contractors .....	22,466	1	7
Paid on account .....	9308	0	0
Due .....	£13,158	1	7
Less Engineers' deductions .....	827	12	6
	£12,330	9	1
For which the Contractors agree to accept.....	10,000	0	0
"Saving" .....	£2330	0	0

On this arbitrary representation of figures comment is needless; and such as it is this "amicable arrangement" is surrounded by conditions which I am not at liberty to pass without notice. In the first place an "exception of the sidings" is made in the accounts adjusted, and no estimate is given of what sum that may be equal to. Then, it is reported to you that before the foregoing arrangement was made—"the Committee and Commissioners consulted with the Company's Engineers and Solicitor as to what amount the Company could actually sustain against the Contractors for penalties for the non-completion of the Line within the specified time," when "the Engineers mentioned six weeks or two months at the outside." It is added: "After this matter had been thoroughly argued in all its bearings, the Solicitor (Mr. Collins) stated that it was in his opinion doubtful if the Company could sustain any claim against the Contractors for penalties, as delays had taken place in putting the Contractors in possession of the necessary lands, also the delay in not (*sic*) delivering the rails to the Contractors within the specified time, and the extensive alterations and additions to the several works from the original designs. Viewing all the circumstances, together with the probable law costs of an arbitration, it was unanimously agreed as the most economical and in every other respect the most desirable course to pay the Contractors £10,000 as a final settlement."

Upon which representation I desire to observe that, according to the time-computation of the Company's Engineers, the claim surrendered for delay in the completion of the contract would amount to a sum of £1500 to £2000; and while the opinion given by Mr. Collins of the validity of this claim is manifestly not a deliberate one, the result of a minute knowledge of facts, but only a "doubt," it is quite at variance with the view previously taken by Mr. Kemp, and by the Launceston and Western Railway Board for several months, as shown by the following extracts from the minutes of their proceedings:—

23rd May.—"The Secretary was directed to ask the special attention of the Engineers to the importance of urging the Contractors forward, especially as the new contract in Victoria and local works may take up the small labour available."

*June 14th.*—Progress Report: Mr. Scott moved, Mr. Kemp seconded—“That the Solicitors of the Launceston and Western Railway Company be instructed to write to the Contractors, Messrs. Overend and Robb, calling their attention to the fact that three months have elapsed over their contract time, and that they are liable to a penalty of £40 per working day; and that great loss is occasioned to the Company by the non-completion of the works within the contract time.”

Mr. Webster moved an amendment, which was seconded by Mr. Robertson:—“That the Secretary write strongly to the Contractors on the question of delay raised in the last Progress Report, and to the loss accruing to the Company by such delay; and forward a copy of the same to the Engineers with the request that they enforce the views of the Directory on the Contractors.”

*Engineers' Report, 11th June, says:*—“The average rate of progress has been maintained during the month, which we have before reported was not quite satisfactory.”

*28th June.*—Reply of Contractors read, of date 21st June, on which Mr. Innes moved and Mr. Kemp seconded:—“That the Secretary be instructed to reply to the letter of the Contractors, that the Directory do not admit the reasons assigned therein for the non-completion of the Line within contract time, and that the Contractors' letter be referred to the Engineers for their report.”

As one of the conditions of the arrangement under which £10,000 is to be paid to the Contractors, it has been reported to you by my co-Commissioners, that “they (the Contractors) agreed to purchase from the Company one thousand pounds worth of shares.” This incident in the negotiations concluded is so curiously stated as to leave the meaning somewhat ambiguous, and I regret having omitted during my recent stay in Launceston to obtain explanations which might have obviated possible misapprehensions. You are aware that there are two accounts in connection with the Launceston and Western Railway kept at the Union Bank; one being the *Company's* account, and the other the *Company's and Commissioners'*. Should the proposed settlement be carried out, while the Company and Commissioners will pay the cheque to Messrs. Overend and Robb for £10,000, Messrs. Overend and Robb will in turn give theirs to the Company for £1000. But I submit to you that it is inexpedient to sanction transactions with the funds at the disposal of the Company and Commissioners by which they are made subservient to, or complicated with, the separate transactions or accounts of the Company in the manner proposed. It would require only a few words to illustrate to you the abuse which might arise from the precedent which would thus be established,—abuse that would for ever condemn undertakings on similar conditions to those contained in the Launceston and Western Railway Act. I am satisfied that the Committee and the Directory of the Company did not perceive the consequences to which this feature in their negotiations tended or they would not have entertained it, and I would, rather than see it assented to, advise that such a compensation as is usual in similar Companies should be attached to the services of the Directors, so as to wipe off in course of time the liabilities which have been incurred by some of their number in the faith that shares would be taken and paid for to the requisite amount of £50,000. I assure you, that the attention devoted to the Railway on the part of many of the Directors has been most arduous and self-sacrificing.

It remains for me to state whether I advise the Executive to sanction the arrangements provisionally entered into between the Company and the Contractors, and I regret to be obliged to do so. Repudiating as I have done all concurrence in the flattering representation made to you of those arrangements, I am persuaded that, to reject them and await the chances of a legal arbitration, or of proceedings in a court of law, would now involve only worse results than we are asked to submit to. In any action or arbitration the proof on the side of the Company would naturally be sought from their Engineers; but so far have the hostilities gone (I say nothing of the excuse on either side for these) between the Company's Engineers and the professional Commissioner; so loudly proclaimed have been *his* reflections upon *their* plans, proceedings, skill, and trustworthiness in general, that to a certainty his evidence would be invoked and given on the side of the Contractors, so as to neutralise theirs in behalf of the Company, and insure a verdict equally to be deprecated by that body and by the Government.

I have, &c.,

(Signed) FRED. M. INNES.

*The Hon. the Colonial Secretary.*

# CASE AND OPINIONS OF MESSRS. STEPHEN AND FELLOWS, *RE* LAUNCESTON AND WESTERN RAILWAY COMPANY AND MESSRS. OVEREND AND ROBB.

## CASE.

A DISPUTE has arisen between the Launceston and Western Railway Company and Messrs. Overend and Robb, the Contractors for the construction of the Line, under the following circumstances.

The Line of Railway is in course of construction and nearly completed, and for the greater portion of the Line the Contractors have received the last of the progress payments; the Line, however, is still in the hands of the Contractors, the final certificate of the Company's Engineers not having been given.

On the 8th instant an unusual flood occurred, and portions of the Line were thereby considerably damaged—the ballast being washed away, embankments injured, and two of the principal culverts partially destroyed.

The Contractors allege that they are not responsible for this damage and that the Company must repair it. The following correspondence between the Contractors and the Company's Engineers will best explain the position assumed by the Contractors.

*Launceston and Western Railway Engineers' Office,  
Launceston, September 14th, 1870.*

GENTLEMEN,

As several days have now elapsed since the damage was done to the Line, we would be glad to be informed what steps you propose taking to putting it in order, as we consider that prompt action is necessary.

We are, &c.,

(Signed) DOYNE, MAJOR, & WILLETT, *Engineers.*

*Messrs. OVEREND and ROBB, Launceston.*

*Launceston and Western Railway Contractors' Office, Railway Office,  
William-street, Launceston, 16th September, 1870.*

GENTLEMEN,

We beg leave to acknowledge receipt of your letter of the 14th instant, desiring to be informed of what steps we propose taking to put the Line in order after the damage done by the late floods, as you considered prompt action was necessary.

In reply thereto we beg leave to say that we are, with yourselves, fully alive to the necessity of prompt action; we therefore made an immediate inspection of the damaged works, and have already taken the necessary preliminary precautions. We now await *your instructions* as to the proper course to be adopted to accomplish the desired object.

We are, &c.,

(Signed) OVEREND AND ROBB.

*Messrs. DOYNE, MAJOR, and WILLETT, Engineers,  
Launceston and Western Railway.*

COUNSEL'S attention is directed to clause 6 A of the General Conditions of the Contract (copy of which is forwarded herewith) by which it will be seen that the object the Contractors had in writing the letter of the 16th September, 1870, was to get the written instructions of the Company's Engineers and then charge for the work as extras. To this letter the Engineers replied as follows:—

*Launceston and Western Railway Engineers' Office,  
Launceston, 17th September, 1870.*

GENTLEMEN,

We are in receipt of your letter of the 16th instant, asking for instructions as to the proper course to be adopted to put the Line in order after the damage done by the late floods.

We have no instructions to give beyond requesting that you will proceed with the completion of the Line as speedily as possible.

We shall be glad to aid you with our advice if you desire to consult us.

We are, &c.,

(Signed) DOYNE, MAJOR, & WILLETT, *Engineers.*

*Messrs. OVEREND and ROBB, Contractors,  
Launceston and Western Railway.*

To this the following reply was received from the Contractors:—

*Launceston and Western Railway Contractors' Office, Railway Wharf,  
William-street, Launceston, 19th September, 1870.*

GENTLEMEN,

We beg leave to acknowledge the receipt of your letter of the 17th instant, in which you decline to give us any instructions as to the proper course to be adopted to put the Line in order after the damage done by the late floods, beyond requesting us to proceed with the completion of the Line as speedily as possible.

In reply thereto we beg leave to state:—

1st. That it is evident, on inspecting the portions of the Line most seriously damaged, that the openings provided for the passage of the storm waters under the Line are totally inadequate both in size and numbers for that purpose, and that in many places the Line is constructed below ordinary flood level.

2nd. That even in many places, where the Line is not carried away or seriously damaged, considerable injury has been done to the Line by the insufficient waterway under the Line.

3rd. That it would be perfectly useless to put the Line in order without at the same time raising the flood levels of the Line, and also considerably increasing the waterway under the Line—as the same or greater damage will infallibly result, with perhaps loss of life added to the consequences.

4th. That we most positively decline being held responsible for damages done to the Line, the result of the inadequacy of the openings provided for the passage of storm waters under the Line and the low levels at which the Line has been constructed.

5th. We are aware of the importance of immediate steps being taken to remedy the defects and repair the damages, and are willing, with the concurrence of all necessary parties, to come to an arrangement to do whatever we can that may be required.

6th. In the event of any difference of opinion as to our liability, we would wish that the matter should at once be inquired into and referred to arbitration in terms of the contract.

We have, &c.,

(Signed) OVEREND & ROBB.

Messrs. DOYNE, MAJOR, and WILLETT, Engineers,  
Launceston and Western Railway.

To this no reply has been given.

THE Engineers have since furnished the Company with the following report:—

*Launceston and Western Railway Engineers' Office,  
Launceston, Tasmania, 19th September, 1870.*

DEAR SIR,

WE have to report for the information of the Directors that we have made a careful inspection of the works of the Railway with a view to ascertaining the effects of the late unusual floods upon them, and we find that they are seriously injured in many places; the total damage is not so great as was at first supposed.

The only brickworks that have been injured in any important degree are the culvert at Verulam and the one under embankment No. 38 on Mr. R. Cameron's land, both of which are partially destroyed, and constitute the most serious injury sustained.

All the others are intact or only very slightly damaged.

The main waterways of the country over which the Railway has been carried, at Longford and the Liffey, have proved amply sufficient in every respect.

The injury done to the permanent way is mainly confined to the low portions of the Line in the neighbourhood of Elfin and Killafaddy, between 1 m. 40 chs. and 3 m. 25 chs., where the water passed over it with great force, breaking through the embankments at several points and removing a good deal of the ballast, leaving the sleepers attached to the rails. But little of this ballast is lost to the Contractors, as it is, generally, only removed a few yards, and can be returned at a small cost.

No sleepers have been lost.

Passing Verulam, the works up Jingle's Valley and on to the White Hills have sustained no injury of importance; the effect of the saturation upon the various embankments being to cause them to subside in a few days to the extent that would under ordinary circumstances have occupied 12 months.

At Embankment No. 42 we observe a tendency to slip—due, we believe, to the unsound character of the original ground. It is not, however, of very notable extent at present.

At the Evandale Road a small breach has been made in the embankment, caused, we have reason to believe, by the indiscretion of the gatekeeper in cutting a drain through the bank for the purpose of relieving the ground where his tent was located. The injury is of no importance.

At the Perth and Longford road about one chain of the embankment has been destroyed, and beyond this point there is no injury worthy of remark up to 27 m. 30 chs., where about 40 yards of the embankment (three feet deep) and the ballast have been carried away. At 32 m. 10 chs. a similar shallow embankment has suffered to the same extent. And the last point is at 35 m. 60 chs. (Quamby Brook) where the water made its way through between the embankment and the wing-walls of the bridge, causing the bank to give way for a length of about 50 feet.

One important cause of the injury to the permanent way was undoubtedly the green (*i.e.* new) condition of the embankments. These had but recently been covered with vegetable soil and sown with grass seed, so that the action of large bodies of water upon them easily set the material in motion and led the way to the destruction which followed. In works of this kind, extending over a large area of country,

there must always be some risk to earthworks exposed to the action of water, until they have sufficient time to consolidate and to acquire the protecting skin or sod afforded by the growth of vegetable matter. The want of this protection was the only cause of apprehension we felt for the security of the works at Longford, where, we are happy to say, the precautions taken were entirely successful.

From the statements of many old residents who were in a position to observe the extent and suddenness of the floods in the North Esk District, there seems to be no doubt that they were more severe than any that have occurred for many years, and it is therefore reasonable to hope that it may be many more before a similar visitation falls upon us. At the same time it is an unanswerable argument, that what has already occurred *may* occur again at any time. For this reason we shall recommend in the restoration of the Line the introduction of some alterations which we believe will secure—so far as it is possible to do so from a flood of such severity—protection from a recurrence of the injury the works have now sustained. These alterations require to be very carefully considered, and we shall submit them as soon as we have completed certain surveys and observations which we are now taking for the purpose.

In conclusion, it is our duty to report that the Contractors stopped work upon the Line on the evening of Tuesday, the 13th instant, and have not since resumed.

We annex copies of the correspondence which has passed between the Contractors and ourselves concerning the necessary repairs. On receipt of the Contractors' letter, dated September 16th, we thought it right to obtain the advice of the Company's Solicitors to guide us, and received the consent of the Chairman to our doing so. We have to request that we may be authorised to continue to consult them when necessary. The letter from Messrs. Overend and Robb, of this date, we have not yet replied to. As, however, in paragraph 4 of this letter, a distinct issue is raised as to the respective liabilities of the Company and the Contractors to make good the injury sustained, we have submitted it to the Company's advisers, who consider it desirable to have the opinion of Mr. Wilberforce Stephen, of Melbourne, (the counsel who advised on the terms of the contract), on the point, and we suggest that the Solicitors be instructed at once to take the necessary steps to procure a settlement of this important issue.

In the meantime it is a matter worthy of the consideration of the Directors whether an arrangement, without prejudice to either party, can be come to with the Contractors under which the works can proceed without further delay.

We are, &c.,

(Signed) DOYNE, MAJOR, & WILLETT, *Engineers.*

HENRY DOWLING, *Esq., Secretary.*

FROM the foregoing it will be seen that the important question has arisen, who is liable for the damage caused to the Line by the late flood, the Company or the Contractors? and in order that Counsel may be better able to advise, a copy of the contract and general conditions between the Company and the Contractors will accompany this case. The Contractors deny any responsibility, alleging that the work, so far as it is done by them, is in accordance with the plans and specifications furnished by the Company's Engineers and also with the terms of the contract entered into by them with the Company; and that the damage has not arisen through defective construction or bad material, but solely in consequence of the inadequacy of the openings provided for the passage of the storm waters under the Line, and the low level at which the Line has been constructed.

The Company's Engineers attribute the damage to the newness of the work, and partly to the insufficiency of the waterways to carry off the waters of the late flood; but maintain that the openings and levels of the Line are sufficient for all ordinary purposes.

Counsel's attention is again called to the fact that the Line is only in course of construction, and that the final certificate of the Engineers has not yet been given, and that consequently the maintenance clause of the general conditions (18) has not come into operation.

Counsel is requested not to confine himself simply by answering the questions asked, but will advise upon any other points which he may think it necessary should be advised upon to enable the Company to thoroughly understand its position and liability in reference to the question at issue.

Counsel will advise:—

1. Supposing the statement of the Contractors to be correct, that the damage to the Line by the late flood was solely in consequence of the insufficiency of the waterways and the low level of the Line, would the Company or the Contractors be liable for the damage sustained?

2. Can the Contractors force the Company to have the question settled by arbitration in accordance with clause 26 of the general conditions?

3. If the Contractors are responsible for the damage to the Line, and refuse to repair it, what steps ought the Company to take to compel them?

(See clauses 14 and 15 of general conditions.)

And generally upon the whole case.

*OPINION of MR. J. W. STEPHEN.*

1. If the damage was solely in consequence of the insufficiency of the waterways and the low level of the Line, in other words, of defects in the design of the works, I think the Company alone would be liable, except so far, perhaps, as the Contractors are in fact, and consequentially liable by reason of their liability to complete the works. There is not, I think, any implied contract on the part of the Company that the plans (levels, waterways, &c.) are sufficient, and if owing to their defects the Contractors are put to greater expense and have to perform their work over again, I do not think they have any right to compensation; but if they have performed any portion of the works contracted for and, whether the final certificate has been given or not, the work suffers injury by reason not of defective construction but of error or failure of design, I do not think the Contractors would be liable to restore the damage.

2. Having regard to clause 15, I doubt whether the Contractors can force the Company to settle the question by arbitration. If there is a breach of the contract they (the Company) can "pursue the remedy."

3. I do not see how, unless the maintenance clause (No. 18) had come into operation, the Company can compel the Contractors to *repair*. The only course is to require the Contractors to complete their contract, or under clause 14 to determine the contract. If the Contractors are liable it must be on the principle that an accident has happened to the works whilst in progress, and that such accident makes no difference in the liability of the Contractors to perform and complete their undertaking.

I do not see that the alterations which were made on the plans, and which were acquiesced in by the Contractors, can affect the position of the Company.

It seems to be admitted by the Engineers that some alterations are now required in the plans, suggested by the unexpected magnitude of the floods, and this would certainly entitle the Contractors to compensation or allowance.

The case seems a proper one for a compromise or perhaps arbitration. It is, perhaps, not clear that the Contractors have not a right to arbitration in such a case under clause 26.

If the floods and the defects thereby discovered have rendered any part of the works impossible, or even expensive greatly beyond the estimate, I am inclined to think that the Contractors might have an equity to be relieved from the literal performance of their contract, but this, there being no fraud or mistake, is certainly very doubtful.

J. W. STEPHEN.  
32, Temple Court,  
September 27th, 1870.

*OPINION of MR. FELLOWS.*

1. Although I do not altogether disagree with Mr. Stephen in his answer to this question, I am not prepared to say that the liability to reconstruct depends in any manner on the sufficiency or insufficiency of the design; there is a third hypothesis in which there may be no breach of contract by Overend and Co., and no "defect in the plan" (by which I understand want of engineering skill), and yet the Company alone may have to bear the loss. In other words, the Contractors (assuming the works destroyed to have been finished) are not liable for the injury unless it was occasioned by some cause over which they had control, such as bad work or materials; for extraordinary contingencies no one is to blame.

2. I am rather inclined to differ with Mr. Stephen if a "dispute" arises as to whether the Company or Contractors must bear the loss. I think that may be referred. The only question would be, "who is to bear it?" If decided against the Contractors, they would have to reconstruct. If decided against the Company, they would be no worse off than they are now. They should, therefore, not resist an arbitration.

3. If the portions destroyed had not been finished the Contractors must bear the loss, whatever was the cause of the injury; and they may be sued, or have the certificate withheld. If the destroyed portions were finished no liability exists unless for bad workmanship, &c.

I quite agree with Mr. Stephen that the alterations in the plans make no difference. It is a fair case for mutual concessions.

THOS. HOWARD FELLOWS.  
34, Temple Court,  
28th September, 1870.

*Railway Commissioners' Office, Launceston, 14th November, 1870.*

SIR,

REFERRING to the enclosed application from the Secretary of the Launceston and Western Railway Company, seeking authority of the Governor in Council to expend certain sums out of the construction account for revenue purposes, I have the honor to inform you that the Company have already earned, as revenue, between twelve and thirteen hundred pounds by the hire of their engines and wagons to the Contractors, Messrs. Overend and Robb. Under these circumstances, it appears to me that the Company should call upon the Contractors to pay them the amount owing for such earnings; and open at once a revenue account, out of which the sums now asked for could be paid, as well as the amounts which have already been advanced out of the construction account for revenue purpose.

The following statement will show the amounts of such accounts:—

	£	s.	d.
Stores for stations and locomotives for which authority has been obtained .....	600	0	0
Printing tickets, railway forms, account books, &c., for which authority has been obtained .....	300	0	0
Salaries for Station Masters and others, for which no authority has been obtained, for the month of September .....	8	15	0
Salaries for Station Masters and others for the month of October, for which no authority has been obtained .....	42	19	0
Salaries for Station Masters and others for the month of October, for which no authority has been obtained .....	50	0	0
Rent of cottage for the Launceston Station Master .....	43	15	0
	5	0	0
	£1050	9	0

In addition to the above, I consider that some portion of Mr. Jetter's salary should be chargeable to revenue.

I have, &c.,

(Signed) SAML. V. KEMP.

*The Hon. the Colonial Secretary, Hobart Town.*

I HAVE the honor to recommend that the accounts above specified may, according to the terms of the annexed Resolution, to which I conceive the three Commissioners were assenting parties, be entered in a book under the head of "Accounts provisionally settled," and with any others of a similar character, to abide the determination of the Governor in Council. In the meantime, I recommend that the concurrence of the Government may be given to the attached application for the expenditure of the several sums set forth in the annexed schedule.

THEODORE BARTLEY.

15. 11. 70.

*Launceston and Western Railway Company, Limited,  
Launceston, 3rd November, 1870.*

SIR,

I HAVE the honor to request the authority of the Governor in Council to the several expenditures shown on the accompanying statement, under the terms of the Minute (copy of which I attach) referring to accounts "provisionally settled:" the question as to whether such charges are to be paid out of revenue or construction funds to be settled by reference to the Governor, as provided in the Act.

I have, &c.,

(Signed) R. W. LORD, Acting Secretary.

*The Hon. the Colonial Secretary, Hobart Town.*

REFERRED to Mr. Commissioner Innes.

(Signed) J. M. WILSON.  
Nov. 1870.

#### EXTRACTS FROM MINUTES OF BOARD MEETING OF OCTOBER 4, 1870.

Mr. Green moved, and Mr. Fisher seconded—That upon the Commissioners intimating to the Board of Directors before giving their concurrence to any payment that it ought to be charged to revenue, that such payment shall be entered in a book under the head of "Accounts provisionally settled," and the question referred to the Governor in Council to determine whether the payment shall ultimately fall upon capital or revenue, and that the Board of Directors shall be bound by such decision. And in the case of accounts which have been already paid from capital, but which are decided by the Governor in Council properly to fall upon revenue, the Board agrees to refund the sums advanced from the first available revenue which may accrue after the Line has been opened for general traffic.—Carried.

## LAUNCESTON AND WESTERN RAILWAY.

*LIST of Payments to be provisionally made under Minute of Meeting of October 4th, 1870.*

Amount.	Name.	Particulars.	Remarks.
£ 8 15 6	A. Garstine	Station Master, Longford	Half salary for September.
42 19 0	J. C. Stead	ditto, Launceston	Full salaries for month of
	R. Johnstone	Audit Clerk	September: engaged ex-
	A. Reid	Goods Clerk	amining tickets, &c.
43 15 0	J. C. Stead	—	Salaries for month of October.
	R. Johnstone	—	
	A. Reid	—	
	E. Cunliffe	Station Master, Deloraine	Half salaries for the months of
50 0 0	A. J. Hartnoll	ditto, Evandale	
	G. W. Dodery	Goods Clerk, Longford	
	R. M'George	Storekeeper	
	A. Garstine	Station Master, Longford	Half salary for October.
5 0 0	T. Bruff	—	Rent of cottage for one
			quarter for Launceston Sta-
			tion Master.

R. W. LORD, *Acting Secretary.*

## 771.

*Railway Commissioners' Office, Launceston, November 15th, 1870.*

SIR,

I HAVE the honor to state, that whilst I decline to offer any opinion upon the professional questions raised by Mr. Kemp in the accompanying letter, I am satisfied of the correctness of the figures representing the respective amounts proposed to be paid to the Contractors by the Committee, of which Mr. Commissioner Innes was a member, and agreed upon by a subsequent Board Meeting, and also of the financial statement, showing that there are quite sufficient funds at the disposal of the Company and Commissioners (with the sanction of the Government) satisfactorily to admit of the payment to the Contractors of the sum so agreed upon; viz.—

Moiety of retention and deposit money .....	£10,033 11 5
And balance due on account of extras .....	13,038 13 10
	<u>£23,072 5 3</u>

Of which £3072 5s. 3d. is to be deducted from amount of contract on the final settlement upon same, which represents the concession made by the Contractors at the Conference on 11th ultimo.

Having due regard to the many and very important interests involved, and the very urgent reasons for avoiding any delay in making such payments so agreed upon, I would most respectfully recommend the Government to sanction such payments with as little delay as possible.

I have, &amp;c.,

(Signed)

THEODORE BARTLEY.

*The Hon. the Colonial Secretary, Hobart Town.*

## 772.

*Colonial Secretary's Office, 16th November, 1870.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of yesterday's date supplementary to the views you have already expressed, in conjunction with Mr. Commissioner Kemp, on the subject of the settlement of the respective claims of the Company and Contractors.

You intimate your satisfaction as to the correctness of the figures representing the respective amounts proposed to be paid to the Contractors, and also of the financial statement, showing that there are quite sufficient funds to admit of the payment to Messrs. Overend and Robb of the sums agreed upon, and recapitulated by you, and recommend the sanction of the Government to give effect to the necessary payments.

In consonance with the recommendation of yourself and your brother Commissioners, I have this day conveyed to the Board of Directors the views of the Government on the settlement of the claims in question.

I have, &amp;c.,

(Signed)

J. M. WILSON.

*T. BARTLEY, Esquire, Commissioner L. & W. Railway.*



*Colonial Secretary's Office, 16th November, 1870.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of yesterday's date, transmitting certain documents relating to the settlement of Messrs. Overend and Robb's contract, which were indispensable in the consideration of the vexed question. I appreciate the promptitude with which you furnished such extensive and necessary information, as otherwise the consideration of this important settlement must have remained in abeyance.

I have intimated the decision of the Government through the Secretary to the Board, and which will be available to you at your next meeting.

I have, &c.,

(Signed) J. M. WILSON.

S. V. KEMP, Esq., *Launceston.*

*Colonial Secretary's Office, 15th November, 1870.*

SIR,

REFERRING to your letter of the 24th ultimo, I have the honor to acquaint you that I postponed my reply until I had an opportunity of personally viewing the plan and section of the Railway deposited with the Deputy Commissioner of Crown Lands.

My recent visit to Launceston enabled me to do so; and after a careful inspection of the plan, taken in connection with the provisions of the 6th Section of the Launceston and Western Railway Act, 29 Vict. No. 24, I am unable to entertain, with any practical result, the several matters to which you call attention.

The concluding portion of the 6th Section is as follows: "Provided always that, within the limits of deviation marked or shown thereon, the Company may deviate from, or alter the gradients, curves, or other engineering works described in the said plan and section."

The plan delineates that the limits of deviation is five chains on either side of the permanent way as shown thereon, and the deviations made by the Company being, as it appears to me, within the limits, no interposition of the Government can remedy or redress any consequences that may have arisen from a departure by the Company from the original plan and section.

I have, &c.,

(Signed) J. M. WILSON.

*The Hon. F. M. INNES, M.L.C.*

TELEGRAPHIC MESSAGE.

*18th November, 1870.*

HAVE the honor to acknowledge receipt of your letter of 16th, which I have submitted to the Chairman, who instructs me to say that he regrets that the view you have been led to entertain of the arrangement made with Messrs. Overend and Robb for the settlement of certain clauses that have stood over until now should have been so contrary to the facts of the case, which afford no cause whatever for disapproval by the Government. He desires me to call your attention to the circumstance that the amount of the claims preferred by the Contractors, £13,000, was furnished to the Engineers of the Company and reported upon by them to the Directors, and, after careful consideration by a Committee and final adoption by the Board, assisted by two Commissioners, Messrs Bartley and Kemp, the reduced amount of £10,000 was accepted by the Contractors in full of the original claims,—the terms of payment including their purchase of fifty shares in the Company's Stock being a subsequent arrangement. If, however, after this explanation, your letter is to be accepted as the ultimatum of the Government, the Chairman directs me to say it will be his duty to submit it to the Directors at their Meeting on Tuesday.

H. DOWLING,  
*Launceston.*

*The Hon. the Colonial Secretary.*

109

776.

TELEGRAM.

*Colonial Secretary's Office, 18th November, 1870.*

I HAVE just received your Telegram.

The view I have taken as to arrangement made with the Contractors is based upon the information contained in the letter of Commissioners Kemp and Bartley, of the 12th ultimo; viz., that the purchase of shares by Messrs. Overend and Robb was made an element in the final settlement between the Company and them. Mr. Commissioner Innes has subsequently called my attention, under date the 12th instant, to the purchase of the Shares forming a condition of the settlement.

Until further explanation on this question by the Commissioners, I shall not be in a position to express an opinion as to the ultimatum of the Government.

(Signed) J. M. WILSON.

*To the Secretary Launceston and Western  
Railway Company, Launceston.*

777.

TELEGRAPHIC MESSAGE.

*18th November, 1870.*

GOVERNMENT has sanctioned every part of the arrangement between the Company and the Contractors necessary to satisfy at once their pecuniary demands. The only difficulty remaining is between the Government and those Directors who are liable for the deficiency in the paid up capital of the Company, and who have inserted in their bargain with Messrs. Overend and Robb a condition by which they are so far relieved from their liability.

Am I right in this view? I shall telegraph again after seeing the Executive.

F. M. INNES.

*H. DOWLING, Esq., Launceston.*

778.

TELEGRAM.

*18th November, 1870.*

YOUR telegram received. Government have not sanctioned the payments (only conditionally) that the proceeds of shares sold to the Contractors are paid to account of Commissioners and Company: this is impossible, as explained yesterday. No such bargain is inserted in the arrangements with Overend and Robb, though they consent to become investors in the same way as the Engineers and certain landholders have done in the Company's stock. You seem to misapprehend somewhat the Bank liability: this does not remain with the Directors,—it is a liability of the Company; and therefore the more stock sold the better for the ultimate interests of the Company and the Government. Overend and Robb would simply take up some of those shares which Insolvents have forfeited. The consent of Government is wanted promptly to disburse to the Contractors immediately £23,000 odd; and from time to time, as certified for repairs, £7000 odd. Delay in this consent is irritating the Contractors, who may at any time plead the delay as the non-fulfilment of arrangements entered into, as you are aware, by the Directors and the Commissioners. The Chairman dictates this reply.

H. DOWLING,  
*Launceston.*

*The Hon. F. M. INNES.*

779.

*Hobart Town, 18th November, 1871.*

SIR,

REFERRING to pending affairs of the Launceston and Western Railway Company, I have the honor to transmit copy of an official reply from me to an "unofficial" communication from Mr. Dowling, and also that gentleman's rejoinder to the same, for the information of the Government. In accordance with the views of the Executive, I proceed to Launceston by coach this evening, and shall communicate with you further after I have had an opportunity of meeting the Directory of the Launceston and Western Railway Company.

I have, &c.,

(Signed)

F. M. INNES.

*The Hon. the Colonial Secretary.*

*Launceston, 19th November, 1870.*

SIR,

HAVING arrived here this morning I subsequently attended a meeting, specially convened, of the Directors of the Launceston and Western Railway Company, when your letter of the 16th instant, and telegram of the 18th to the Company, were taken into consideration, with results which will be communicated to you by Mr. Dowling and Messrs. Kemp and Bartley.

At this meeting I explained, to the satisfaction I believe of the Directors present, that the condition or bargain introduced into their agreement for new works with Messrs. Overend and Robb, by which that firm was to purchase £1000 of shares in the Company, furnished a dubious precedent,—that in fact it admitted, in regard to future undertakings on a similar footing to the Railway, of collusive contracts being entered into for excessive amounts, the excess being taken in shares, so as to reduce to a mere fiction the original condition of Government aid, namely, that the promoters had subscribed a given sum thereto themselves.

I need not remind you that this view of the late agreement provisionally entered into between the Company and Messrs. Overend and Robb, derived support from the circumstance that they are to add to the share capital of the Company, or rather to contribute toward making good the deficiency therein, at the rate of £20 per share, the original price, while the latest price realised at auction was only an eighth of that, £2 10s. per share.

Still, with the general disclaimer on the part of the Directors, concurred in by the two Commissioners who took part with the Directory in the negotiations with Messrs. Overend and Robb, now brought before the Government, it may warrant it in not insisting upon the objection to which I had the honor of calling your attention,—a course to which I can have no objection. At the same time I venture to express the hope that the Company will not fail to understand from you that the course I have pursued in this matter is approved by the Executive, although at this critical juncture you allow the Company's arrangements to take effect.

I have, &amp;c.,

(Signed)

F. M. INNES.

*The Hon. the Colonial Secretary.**Launceston and Western Railway Company, Limited,  
Launceston, 19th November, 1870.*

SIR,

I HAVE the honor to acknowledge your telegram of last evening, since which I have convened a special meeting of such Directors as were at hand, at which meeting the three Commissioners were present, from whom you will, no doubt, receive such report as will be satisfactory to the Government.

On behalf of the Company I am directed to say that the proposal by Messrs. Overend and Robb to purchase fifty shares in the stock of the Company formed no condition of settlement with those gentlemen; their bill of extras and schedule of prices for repairs, with the concession of the repayment of a moiety of their deposit and retention money, were all settled on their merits independently of the question of Messrs. Overend and Robb becoming shareholders.

I trust, therefore, that the Government will immediately sanction the proposed arrangements.

I have, &amp;c.,

(Signed)

H. DOWLING.

*The Hon. Colonial Secretary.**Railway Commissioners' Office, Launceston, 19th November, 1870.*

SIR,

IN your telegram of the 18th instant to the Secretary of the Launceston and Western Railway Company relative to the final settlement entered into between the Company and the Contractors, Messrs. Overend and Robb, you state "that the view I had taken as to the arrangement made with the Contractors is based upon the information contained in the letter of Commissioners Kemp and Bartley of the 12th instant, viz., that the purchase of shares by Messrs. Overend and Robb was made an element in the final settlement between the Company and them. Mr. Commissioner Innes has subsequently called my attention, under date 12th instant, to the purchase of the shares forming a condition of the settlement.

Upon referring to that portion of our report which alludes to the purchase of shares, we are quite prepared to admit it was calculated to raise such an impression as the Government have entertained respecting it. We beg now, however, most respectfully to assure you, that the taking of shares from the Company by Messrs. Overend and Robb formed no element or condition whatever in determining the amount of that settlement to which we gave our concurrence, and recommended for the approval of the Government, but was an arrangement made between Messrs. Overend and Robb and the Directors altogether irrespective of the amount of such final settlement, and which we considered, and do now consider, was, having respect to the various very important interests involved, a most desirable and advantageous arrangement.

We have, &c.,  
(Signed)

SAML. V. KEMP.  
THEODORE BARTLEY.

*The Hon. Colonial Secretary, Hobart Town.*

## 783.

*Colonial Secretary's Office, 21st November, 1870.*

SIR,

I HAVE the honor to acknowledge your letter of the 19th instant, and note with satisfaction that in the negotiation of the arrangements which have been provisionally made between the Directors of the Launceston and Western Railway Company and the Contractors, Messrs. Overend and Robb, that the insertion of the condition as to the purchase of shares in the Company by their firm was made without any intention of an objectionable nature. While I am bound to accept this assurance, I nevertheless feel that the course adopted was one which it would have been a dereliction of duty on the part of Commissioners Kemp and Bartley not to have mentioned in their Report to me of the 12th instant, and of Mr. Commissioner Innes not to have brought under my attention, as involving a dangerous principle and an inconvenient precedent.

Taking, however, into consideration the advanced state of the Railway and works, and the serious consequences which might arise were the Executive to impede at this stage the conclusion of arrangements with Messrs. Overend and Robb, the Government, while assenting to the view taken by Mr. Commissioner Innes, and which, I am informed, he has explained to the Board, the Executive will accede to the arrangements between the Company and Contractors as set forth in the draft contracts which I returned to you with my letter of the 16th instant.

I have, &c.,  
(Signed) J. M. WILSON.

*The Secretary, Launceston and Western Railway Company.*

## 784.

## MINUTE PAPER FOR THE EXECUTIVE COUNCIL.

*Colonial Secretary's Office, Hobart Town, 21st November, 1870.*

SUBMITTED,

THAT the terms of the agreement proposed to be entered into between Messrs. Overend and Robb the Contractors for the Launceston and Western Railway and the Launceston and Western Railway Company for the restoration of the line damaged by the late floods, and for the construction of certain extra works as set forth in such agreement, be authorised and agreed to, and that the Colonial Treasurer be authorised to pay to the Company and Commissioners the sum of Twenty-three thousand and seventy-two pounds five shillings and three pence (£23,072 5s. 3d.) under such agreement.

J. M. WILSON.

THE Executive Council approves.

E. C. NOWELL,  
21. 11. 70.

## MINUTE PAPER FOR THE EXECUTIVE COUNCIL.

*Colonial Secretary's Office, Hobart Town, 9th January, 1871.*

SUBMITTED,

THAT in accordance with the terms of the approved Minute of the Governor in Council under date 21st November, 1870, for the restoration of the Launceston and Western Railway where damaged by the floods, and for the construction of certain extra works, under special agreement with the Contractors, the Colonial Treasurer be authorised to pay to the Directors of the Launceston and Western Railway Company, from time to time upon the certificate of the Commissioners, the sum of £7838 18s. 6d. in addition to the sum of £23,072 5s. 3d. named in the Minute of the 21st November, 1870.

J. M. WILSON.

THE Governor in Council approves.

E. C. NOWELL.

9. 1. 70.

CORRESPONDENCE ARISING OUT OF STATEMENT OF MR. KEMP WITH  
REFERENCE TO CUTTING 38. Nos. 786 AND 787.*Railway Commissioners' Office, Launceston,  
December 26th, 1870.*

SIR,

I HAVE the honor to forward for the information and consideration of the Government a copy of a Letter addressed by me to the Chairman of the Board of Directors on the 24th October last, and also copies of subsequent correspondence, induced by an assertion made by the Professional Commissioner, Mr. Kemp, when addressing the Board of Directors on the 22nd October, Mr. Innes and myself in our capacity of Directors being present, and the restoration of the culvert and embankment at Cutting 38 destroyed by the late floods, involving an extra expenditure of about £5000, then under discussion, such assertion being in the words, "I told you all along that the culvert would not stand."

My said letter and the subsequent correspondence will, I think, so clearly inform the Government upon the whole question at issue, that I consider it unnecessary to make any lengthened remarks upon the same; but there is one portion so deeply implicating my conduct as a Commissioner of the Launceston and Western Railway, appointed by the Governor in Council under the authority of Parliament, that I desire to bring it under the especial notice and consideration of the Government.

1. Mr. Kemp, in his written rejoinder to Mr. Innes' Memo. upon my said letter of the 24th October, asserts that "on the 11th March, 1869, he, Mr. Kemp, discovered that the culvert at Cameron's Hill had given way, and communicated it to me."

2. This I readily admit, but assert that some days afterwards the interview I have described in my said letter took place in an ante-room off the Board Room between myself and Mr. Kemp, when he declined then to report to the Board of Directors "that the culvert had given way," but said that he would make a more careful examination of the culvert and then make such report if necessary.

3. That a few days after such interview, in reply to my enquiries, Mr. Kemp told me that he had so examined the culvert, explained how his mistake in reporting that it "had given way" arose; and stated that the culvert was "all right."

4. That Mr. Kemp denies that any such interview took place, or that any such conversation as I have described was held between him and myself, which of course clearly and directly implies that the communication he had made to me on the 11th March, "that the culvert had given way," had not been in any way contradicted or qualified by him, but remains in full force both as respects Mr. Kemp and myself.

5. That notwithstanding such a very serious fact as that the most important culvert on the Line "had given way," as asserted by Mr. Kemp, was so discovered by him on the 11th March, 1869, and communicated to me at a Board Meeting of the Directors, all the Commissioners being present, held on the 23rd March, twelve days after such discovery by Mr. Kemp, and communication of the same to me, which, as Mr. Kemp asserts, had not been either contradicted or in any way qualified by him, Mr. Kemp and myself, allowed the Progress Report of the Engineers of the Company,

stating that "the culvert at No. 38 Cutting had been satisfactory completed," to be read and discussed without in any way attempting to impugn the correctness of such statement, and also suffered the monthly certificate No. 7, accompanying such progress report, setting forth the balance due to the Contractors upon the completion of such culvert, to be passed, and the payment of such balance to be authorised by the Directors, without making any objection to the same or intimating to the Board the startling fact, (of which, as asserted by Mr. Kemp, we were and had been for twelve days previously fully cognizant), that the culvert so stated by the Engineers "to have been satisfactorily completed," and payment of the full balance due upon such completion authorised by the Board, "had given way."

6. That I, as one of the Commissioners, whose especial duty as defined by the Act under which I hold my appointment was to see that the capital of the Company was *properly* expended upon the Railway and works, and then, fully cognizant, as Mr. Kemp asserts, that the culvert had given way, not only united with Mr. Kemp in allowing such progress report of the Engineers and such monthly certificate to be passed, and the full balance due upon such culvert as a completed work to be authorised by the Board of which we were members, but signed, and with the full knowledge of Mr. Kemp suffered our colleague, Mr. Innes, to unite with us in signing a cheque to the Contractors for such balance without in any way intimating to him the communication made to me by Mr. Kemp twelve days before, "that he had discovered the culvert had given way," and which communication, as Mr. Kemp asserts, had not up to the date of such meeting, or has not at any time since, been contradicted or qualified by him.

I need hardly point out to the Government that if I were guilty, as I must have been if Mr. Kemp's assertions are correct, of so gross and altogether inexcusable a dereliction of duty as to have first united with Mr. Kemp in sanctioning such payment to the Contractors, and then, in my individual capacity, to have so signed and, with the knowledge of Mr. Kemp, suffered my colleague, Mr. Innes, to sign a cheque for such payment, I am utterly unworthy to retain the office of a Commissioner of the Launceston and Western Railway.

I therefore respectfully request that if the statements made by me in my said letter of the 24th October to the Chairman of the Board of Directors, corroborated as they are by the evidence both influential and positive contained in the accompanying documents, do not, in the estimation of the Government, constitute a full and sufficient refutation of the assertions of Mr. Kemp, so implicating my official conduct as one of such Commissioners, that the Government will be pleased to institute such an enquiry into the matter I have now brought under their notice and consideration as they may consider desirable.

I would in conclusion remark that the course I have adopted in first bringing the question at issue before the Directors, and now before the Government, has been forced upon me by Mr. Kemp.

At the conclusion of the Board Meeting of the 22nd October, when Mr. Kemp asserted, "I told you all along the culvert would not stand," at my request Mr. Kemp and Mr. Innes accompanied me to a private room, when I pointed out to Mr. Kemp the serious nature of such an assertion, recapitulated the conversation at our interview I have referred to, his subsequent assurance that upon an examination of the culvert he had found it "all right," that he had never impugned the stability of the culvert at any Board Meeting in my presence, and that if he persisted in an assertion of so damaging a character he would compel me to take measures to show that it was altogether unfounded. Mr. Kemp insisted his assertion was correct and that my statements were incorrect, and upon my declaring that if necessary I should be quite prepared to make an affidavit as to their truthfulness, Mr. Kemp replied, "that he would make 500 affidavits to my one," and the interview then ended.

Again, after he had written and forwarded to the Directors his rejoinder to Mr. Innes' Memo. upon my letter of the 24th October, in which as I conceived he had made statements still more damaging to me, and moreover very seriously affecting his own conduct as the Professional Commissioner, I had a private interview with Mr. Kemp, pointed out to him, as I have done in my rejoinder to his statements in the accompanying correspondence, the inferential and positive evidence that his statements were erroneous, and most seriously implicating himself, and urged him to satisfy himself that they were so incorrect, and to withdraw them—at the same time stating that if he did not do so I should be compelled to follow the course I have since adopted in order to refute such assertions. Mr. Kemp declined to alter them, but insisted that they were correct, and expressed his readiness to abide any results to himself which might arise from such a course.

I have therefore no alternative but most reluctantly to bring the whole matter, as I have now done, under the notice and consideration of the Government.

I have the honor to transmit this letter with the accompanying correspondence through the medium of Mr. Innes.

The Hon. the Colonial Secretary.

I have, &c.,

(Signed)

THEODORE BARTLEY.

In forwarding this to the Colonial Secretary I desire only to say, that I am reluctant to join in any complaint, but have no doubt as to the facts at issue, and no alternative when appealed to but to affirm them.

F. M. INNES.  
29th Dec. 1870.

*The Hon. the Colonial Secretary.*

(Copy.)

*Launceston, October 24th, 1870.*

SIR,

THE Professional Commissioner, Mr. Kemp, when attending in his capacity as a Director at the special Meeting of the Board on Saturday, the 22nd instant, and addressing the Directors respecting the destruction of the culvert at No. 38, better known as the "Big Cutting," made a distinct and direct assertion in these words,—“I told you all along that this culvert would not stand.”

I deem it a duty I owe to myself, both as an *ex officio* Director and as one of the Commissioners for the Railway, and also to the Board of Directors, to submit to that Board the following statement of facts having reference to the assertion of Mr. Kemp above alluded to.

Shortly after the completion of the culvert I heard from reliable sources that Mr. Kemp had publicly stated to several persons that it had “given way;” and I was informed by the Secretary that numerous enquiries had been made of him if such was the fact.

Upon meeting Mr. Kemp shortly afterwards I told him what I had heard, and stated that such assertions emanating from him respecting the construction of so important a work were most damaging to the Engineers of the Company and to the Railway enterprise generally; and that I considered that it was his, Mr. Kemp’s, especial duty to make such statements, if well founded, to the Board of Directors.

Mr. Kemp warmly repudiated the idea that the course he had adopted was calculated to damage the Railway: asserted that upon a personal inspection of the culvert he had found it “forced out of line,” and gave me to understand that he would report to that effect to the Board of Directors.

At the next weekly Board meeting, Mr. Kemp and myself being present, finding towards the close of the same that Mr. Kemp had not made any report to the Board as to the alleged defect in the culvert, I requested him to retire with me to another room, when I stated that I had been expecting him to make such report, and had, from motives of delicacy to him, refrained from doing so myself: that I considered it a positive duty on his part to make such report, and that, if he did not, I should at once bring the whole matter before the Board.

Mr. Kemp, in reply, stated that he had only made a superficial examination of the culvert in question, and therefore would not report thereon to the Board that day: that he would go out again, make a careful personal examination of the culvert, and then take such action as he might deem desirable.

With this arrangement I expressed myself satisfied; and shortly afterwards was informed by Mr. Kemp that he had been through the culvert, had carefully examined it, and had ascertained that the deviation from a straight line in its construction, which he had termed as “being forced out of place,” was in accordance with the plan upon which it had been built, and that the culvert was “all right.”

With this assurance from my professional colleague I was perfectly satisfied, and considered all objections or exceptions on his part to the construction of this culvert as at an end.

As the assertion of Mr. Kemp made at the said Board meeting in my presence—“that he had all along told the Directors that the culvert would not stand”—would, if not contradicted, so far as I am personally concerned, both as a Director and one of the Commissioners, entail upon me the very great responsibility of having, from my neglecting to act upon the information so continuously given by my professional colleague, conduced, to say the least, to involve the Company in the very serious loss of some £5000 occasioned by the destruction of the said culvert by the late floods, I am induced thus to address you with a view of placing upon record the facts I have now brought under your notice for the information of the Board of Directors.

It is for the Board to decide whether Mr. Kemp’s assertion, “that he told the Directors all along that the culvert would not stand,” is correct or otherwise. As an individual Director, I can only say that I was not present when he did so, and would ask if there is any record of such information upon the Minutes of the Board?

I have, &c.

(Signed) THEODORE BARTLEY.

*To the Chairman of the Launceston and Western Railway Company.*

I BEG most respectfully to assure Mr. Bartley that he is in error in all that he has stated herein, and I can only attribute it to his defective memory.

(Signed) SAM. V. KEMP.  
1 November, 1870.

*Launceston and Western Railway Company, (Limited),  
Launceston, November 1st, 1870.*

DEAR SIR,

REFERRING to the enclosed letter from Mr. Bartley, I am instructed to request you to be kind enough to favour the Board, in writing, with the facts which may have come under your notice—in reference to Mr. Kemp's statement that the culvert at Cameron's Hill would not stand—at your early convenience.

I am, &c.,  
(Signed) R. W. LORD, *Acting Secretary.*

*The Hon. F. M. INNES, M.L.C., Hobart Town.*

#### REPLY.

My recollection of the circumstance in dispute is very general, but, nevertheless, decided. At an early stage in the Railway Works, when they were proceeding at the White Hills, I accompanied Mr. Kemp on a visit to that locality, when Mr. Kemp intimated a suspicion or belief that there was already some fracture in the culvert known as the "Big Cutting;" that we walked down to the spot, and as we returned that he renewed by gesture more than by any explicit statement the intimation of his fear,—that, immediately subsequent to this, the matter was mentioned on more than one occasion, but Mr. Kemp expressed his unwillingness to take any step until he had examined the work more minutely. Such examination having been made, I afterwards gathered from Mr. Kemp that there was some peculiarity in the formation of the Culvert, but nothing more,—nothing calling for such a representation, as indubitably it would have been not only our duty, but in consonance with the course we pursued together at that period, to have made to the Government. All apprehension on my part was so thoroughly allayed by the tenor of Mr. Kemp's reference to the subject after his special examination, and by his subsequent silence, that I had ceased to remember that this part of the work had ever been regarded as dubious, and I never referred to it as such, or in any way whatever, in my frequent conversations with members of the Government on railway matters.

(Signed) F. M. INNES.  
5th November.

*Launceston and Western Railway Company, (Limited),  
Launceston, November 15, 1870.*

DEAR SIR,

I AM instructed to enclose you the accompanying correspondence for your further remarks thereon.

I am, &c.,  
(Signed) R. W. LORD, *Acting Secretary.*

S. V. KEMP, *Esq.*

#### REPLY.

I CAN only repeat again and again that Mr. Bartley is in error, notwithstanding Mr. Innes' general and decided recollections. "Cameron's" Culvert was commenced on the 7th January, 1869. On the 11th March I discovered the Culvert had given way, and communicated it to Mr. Bartley. On the 13th or 15th March Mr. Bartley accused me of circulating reports that the Culvert had given way, and mentioned the name of Mr. De Little as his informant. On Friday, 2nd April, Mr. Bartley and I had some high words about this Culvert in the Commissioners' Office, and he told me that he was perfectly satisfied with its stability, as he had been assured by the Engineers that the Culvert was perfect, and he looked upon all that I had said as vexatious opposition. On Tuesday, 4th May, 1869, at a weekly Board Meeting of the Directory, I distinctly stated that the Culvert at Cameron's would not stand.

(Signed) SAML. V. KEMP.  
28 November, 1870.

HAVING read Mr. Kemp's 1st Memo. upon my letter of the 24th October, asserting "that I am in error in all that I have stated, and that he can only attribute it to my defective memory," I would, whilst solemnly declaring that the statements made by me in my said letter are strictly true, ask the attention of the Board to the fact that these statements are in all material points confirmed by the Memo. of Mr. Innes, and also by the Memo. of the Secretary hereunto attached. That Mr. Kemp's assertion at the Board Meeting of the 22nd October, "that he had told the Board all along that the Culvert in question would not stand," and also his assertion in his rejoinder to Mr. Innes' Memo., "that he had at a Board Meeting, held on the 4th May, 1869, distinctly stated that the Culvert at Cameron's Hill would not stand," must be altogether incorrect, is, I submit, clearly established by the following facts:—

1. That no Minute or Notice of any description appears upon the Minute Book of the Board of Directors, that at any Board Meeting Mr. Kemp "told the Directors that the Culvert would not stand;" or that he had at any time called the attention of the Board to any defect in its construction.

2. That Mr. Kemp in his second Memo. states that "on the 11th of March, 1869, he discovered that the Culvert had given way and communicated it to me, and that, on the 14th or 15th of March, I accused him of circulating reports that the Culvert had given way;" yet, at the Board Meeting held on the 23rd of the same month, all the Commissioners being present, Mr. Kemp having, according to his statement,



discovered twelve days before that the Culvert had given way, allows the Progress Report of the Engineers of that date to be read, stating "that the Culvert had been satisfactorily completed," without, in any way whatever, attempting to impugn the correctness of such statement, or making any objection to the No. 7 Monthly Certificate being passed by the Board, thereby authorising the balance due upon such Culvert as a finished work to be paid; whilst I, to whom Mr. Kemp asserts he had a few days before stated that the Culvert had given way, so far neglected what, under such circumstances, would have been my imperative duty, as to make no communication to that effect to the Board, to my colleague Mr. Innes, or to the Government, and signed, and suffered Mr. Innes to unite with me in signing a cheque to the Contractors for the full amount of such Monthly Certificate, including the balance due upon such Culvert, intended to support an embankment 56 feet in height.

3. That although Mr. Kemp asserts in his second Memo. "that on Tuesday, the 4th May, 1869, at a Weekly Board Meeting of Directors, he distinctly stated that the culvert could not stand," no minute or any notice whatever of such statement appears upon the Minutes of that day, whilst I, who attended that Board Meeting, distinctly assert that Mr. Kemp made no such statement in my presence; and I would here enquire what reason Mr. Kemp could have for making this statement on the 4th May rather than on the 23rd March, 12 days after, as he asserts, he had discovered the culvert had given way," when, as above stated, the Progress Report of the Engineers stating "that it was satisfactorily completed" was read and discussed, and the balance due upon such culvert, as a finished work, authorised to be paid? Or to bring the question to a more direct issue, *why did not Mr. Kemp make such a very important communication to the Board Meeting of the 23rd March, before the embankment was raised upon such culvert?*

4. That although no notice whatever appears upon the Minutes of the statement, so asserted by Mr. Kemp to have been so distinctly made by him, and no action thereon was taken by the Directors, yet at a Board Meeting held on the 20th July, 1869, a Director having stated that a person whom he named had reported to him some apparent defect in the said culvert, the Secretary was *at once* instructed to ask the attention of the Engineers to such report for the information of the Board, which was accordingly done, and the reply of the Engineers read at the next Board Meeting, reporting "that the apparent defect reported by Mr. Cameron was quite unimportant and confined to a slight fracture on the lower end, which is not at all unusual or unexpected, and will be amended in due time. It was observed and reported some time ago by the Resident Engineer of that district, but we have not thought it necessary to occupy the time of the Board by reporting trivial matters of this kind."

5. That at such Board Meeting *all* the Commissioners were present, and heard such reply of the Engineers read and discussed, and Mr. Kemp made no attempt to impugn the correctness of the statements therein made as to the stability of the culvert, nor to call the attention of the Board or of his fellow Commissioners to his having distinctly stated to one of them, and also at a Board Meeting of the 4th May, "that the culvert would not stand."

6. That Mr. Kemp neither in his examination before the Parliamentary Committee, nor in any portion of his reports to or correspondence with the Government, in any way alluded to his having discovered that the very important work in question, the restoration of which will involve a cost of some £5000, had given way in March, 1869, or that "he had told the Directors all along that it would not stand," or to the very important communication he made to me as one of his fellow Commissioners, "that on the 11th March, 1869, he had discovered the culvert had given way," or that he had more particularly at a Board Meeting of the Directors on the 4th May, 1869, "distinctly stated that the culvert would not stand."

7. That so far from communicating to the Government "that he had discovered the culvert had given way," Mr. Kemp, with his Progress Report of 18th July last, addressed to the Hon. the Colonial Secretary, forwarded, without any comment upon the same, a copy of the Progress Report of the Engineers to the Directory of date 9th July, in which it is stated "that the culverts *throughout the Line* are in a satisfactory working order."

8. Mr. Kemp does not appear to have realised the very serious nature of the statements he has made personally to the Board on the 22nd of October last, and in his second Memo. upon my letter of the 24th October, nor the very grave responsibilities which must accrue to the Board of Directors—more especially to me as a member of such Board, and also as one of the Commissioners, and in a much greater measure to himself, if these statements are correct. To shew briefly the nature of such responsibilities, I will endeavor to summarise the particulars I have up to this date brought under the notice of the Board.

Mr. Kemp asserted at a Board Meeting on the 22nd October, that he had told the Directors all along "that the culvert in question would not stand." In his second Memo. he states that on the 11th March, 1869, "he discovered the culvert had given way, and communicated it to me."

At a Board Meeting of Directors held on the 23rd of the same month the Progress Report of the Engineers, "stating that the culvert had been satisfactorily completed," was read and discussed, *all* the Commissioners being present, without Mr. Kemp or myself attempting to impugn the correctness of such report or the stability of the culvert. At the same meeting No. 7 monthly certificate was passed, authorising the payment in full of the balance due upon such culvert without any objection being raised to such payment by Mr. Kemp or myself. That I signed, and allowed my colleague, Mr. Innes, to unite with me in signing, a cheque for the payment of such balance certified by the Engineers to be due upon a culvert, which I knew was intended to sustain an embankment 56 feet in height, said to be of the greatest magnitude in the Australian Colonies, and which culvert 12 days before the Professional Commissioner had told me "had given way," without my communicating such all-important information to Mr. Innes.

That Mr. Kemp in his said second Memo. asserts that at a Board meeting held on the 4th May, 1869, "he distinctly stated that the culvert would not stand."

That no minute nor any notice whatever of such statement appears upon the minute of such Board meeting, nor on the minutes of any other Board meeting; and that I who attended the Board meeting of the 4th May, positively assert that neither at that Board meeting nor any other did Mr. Kemp make any such statement in my presence. That no action was at any time taken by the Board upon any such statement,—whilst at a Board meeting held on the 27th July, 1869, a Director having mentioned that Mr. R. Cameron had reported some defect in the culvert, the Engineers were immediately referred to, and their reply, reporting the stability of the same, read and discussed at the next Board meeting, *all* the Commissioners being present, without Mr. Kemp in any way attempting to impugn the correctness of such report, or in any way alluding to his having on 11th March discovered that the culvert had given way, or to his having at the Board meeting on the 4th May "stated distinctly that the culvert would not stand." That Mr. Kemp, neither in his evidence before the Parliamentary Committee, nor in his report to or correspondence with the Government, or in any way, alluded to his having discovered that the culvert had given way, "or that he had at any time told the Directors it would not stand;" but on the contrary, with his Progress Report to the Government of 18th July last, forwarded without any comment a copy of the Progress Report of the Engineers, stating "that the culverts throughout the Line were in satisfactory working order."

To this recapitulation I would add, that in August, September, October, November, and December, 1869, Mr. Kemp raised some objections to the payment of a sum of £350 certified by the Engineers to be due upon the embankment raised upon such culvert, upon the ground that the account showing that the said sum was due, which he, Mr. Kemp, did not dispute, was not made out in a correct form; and he entered into a correspondence with the Government in support of his views, involving communications from the Secretary to the Company, the Colonial Secretary, the Auditor, Mr. Innes, and myself, occupying 16 pages of the Printed Correspondence published during the last Session of Parliament, in no part of which does Mr. Kemp in any way allude to the fact as alleged by him that so long ago as the 11th March previous he had discovered "that the culvert had given way," or that he had communicated the same to me, and on the 4th of May told the Board meeting "that it would not stand."

If, as Mr. Kemp asserts, he discovered the culvert had given way on the 11th March, and that he satisfied himself by merely communicating the same to me on that day, and on the 4th of May following told the Directors "the culvert would not stand," whilst very serious responsibilities would accrue to the Directors, and more to myself for taking no action upon such statements, a very much larger share of responsibilities must devolve upon Mr. Kemp, as the Professional Commissioner, who, discovering that one of the most important works upon the Line "had given way," and seeing that no action was taken by the Board of Directors to avert the very serious consequences of such a catastrophe, not only does not report to the Government such a dereliction of duty upon the part of the Board, *but does not in any way report to the Government that the culvert had given way at all.*

9. Having now submitted to the Board a simple statement of facts which have come under my knowledge having reference to Mr. Kemp's assertion at a late Board meeting "that he had all along told the Directors the said culvert would not stand," I would close my remarks by positively asserting that Mr. Kemp never made any such statement at any Board meeting at which I was present; and desire to place upon record my distinct repudiation of the very serious responsibilities which would most properly devolve upon me, both as a Commissioner and an *ex officio* Director, if I had heard such a statement without taking any action upon the same.

I leave it to the Board of Directors whether to accept the serious responsibilities which must necessarily devolve upon them if Mr. Kemp's said assertion is allowed to remain uncontradicted by them or to shield themselves from any such responsibilities by recording the fact that such assertion is altogether erroneous.

(Signed) THEODORE BARTLEY.  
13. 12. 70.

*Launceston and Western Railway Company, (Limited,)  
Launceston, 7th November, 1870.*

#### MEMORANDUM : *re* CAMERON'S CULVERT.

WITH reference to the papers referred back to Mr. Bartley on the 1st instant, as directed by the Board, I feel called upon to record my testimony to the facts of the case. These facts are so vivid to my memory that I feel assured I can make no mistake in recording them.

The first I heard of the circumstance alluded to came from Mr. Bartley, who came into my office evincing considerable anxiety, and asked me whether I had heard anything about the culvert at Cameron's having given way. On my replying in the negative, Mr. Bartley said that he had just met Mr. Kemp in the street, and that he had told him (Mr. Bartley) that this culvert had given way. I answered that I had been through it the day before, and that it appeared a very sound piece of work. I treated it lightly, as without foundation; but Mr. Bartley expressed himself strongly as to my duty being to see the Engineers at once. I therefore went to their office and saw Mr. Major, and told him my errand. He said it was a pure invention; that he had been through the culvert at 7 o'clock that morning, when it was in excellent condition. I brought this message back to Mr. Bartley, and the next day went out and examined it myself, when I found it sound throughout.

I felt perfectly assured from the first that the statement was a mere mischievous report, and so treated it, in reply to enquiries addressed to me by some shareholders who had heard the report, after Mr. Bartley had spoken to me.

Sometime afterwards I called Mr. Bartley's attention to the fact of the statement never having been officially dealt with in contradiction to its truth or otherwise, when Mr. Bartley replied that he had spoken to Mr. Kemp on the subject, and that eventually he had told him that having examined the culvert he had found it in excellent order.

Under such circumstances the question assumed a gravity on my mind which made it impossible that it could have been again referred to without immediately attracting my attention; and I assert with the greatest confidence that Mr. Kemp never named the culvert in any way, at any Board meeting at which I was present; for had he done so, I should promptly have brought under the notice of the Directors the whole question of the mischievous report, of which officially they had never been advised.

The only time on which the state of the culvert was referred to at the Board was on the consideration of a statement made by Mr. R. Cameron respecting injury sustained to the facing, and at the time explained by the Engineers; and then Mr. Kemp made no prejudicial allusion to the work itself.

I have, &c.,

(Signed) H. DOWLING.

(Copy.)

*Commissioners' Office, 19th December, 1870.*

SIR,

THE Professional Commissioner, Mr. Kemp, when addressing the Board of Directors at a special meeting held on the 22nd October last respecting the destruction of the culvert at No. 38, better known as "The Big Cutting," made a distinct and direct assertion in these words—"I told you all along this culvert would not stand;" and in a Memo. signed by Mr. Kemp endorsed upon a letter I deemed it my duty to address to the Chairman of such Board respecting such assertion, Mr. Kemp asserts "that at a meeting of the Board of Directors held on the 4th May, 1869, he distinctly stated that the culvert at Cameron's Hill would not stand."

As some time since you ceased to attend the Board meetings of the Directors and submitted your resignation as a Director, I am unable to apply to you personally at the Board, and would therefore respectfully ask you to state in reply to this communication whether Mr. Kemp at a Board meeting held on the 4th May, 1869, or at any other Board meeting at which you attended, told the Directors that the culvert at Cameron's Hill would not stand.

I have, &c.,

(Signed) THEODORE BARTLEY.

*The Hon. W. D. GRUBB, Esq., M.L.C., Launceston.*

*Launceston, 20th December, 1870.*

DEAR SIR,

I AM in receipt of yours of the 19th instant, and in reply have to state that from the Minute Book of the meetings of the Directors of the Launceston and Western Railway it appears that I was present at the meeting held on the day mentioned in your letter, viz., 4th May, 1869, and also at every meeting held during the months of April, May, June, and July, 1869, and that I am certain Mr. Kemp did not on the day named in your letter, or at any subsequent meeting at which I attended, ever state that the culvert referred to would not stand.

I believe you will find on reference to the Minute Book that from the 16th March, 1869, to 22nd March, 1870, I was present at 43 meetings of Directors.

I have, &c.,

(Signed) W. D. GRUBB.

T. B. BARTLEY, Esq., Launceston.

#### LAUNCESTON AND WESTERN RAILWAY.

*EXTRACT from Minutes of a Meeting of the Board held on Tuesday, 20th December, 1870.*

*Present*—W. S. Button, Fisher, Green, Dodery, Webster, Tyson, Kemp, Bartley.

*Business from last week*—Consideration of Mr. Bartley's letter, 24th October, and enclosures.

Moved by Mr. Green, seconded by Mr. Webster—"That with reference to Mr. Bartley's letters respecting a statement made by Mr. Kemp that he told the Directors all along that the culvert at Cameron's Hill would not stand, the Directors present have no recollection of such a statement having been made by Mr. Kemp at any meeting of the Board." Carried.

True copy,

H. DOWLING, *Secretary.*

Mr. Bartley having referred the preceding correspondence to me for any further observations which I may desire to make on the subject-matter in dispute, I beg to repeat what I have already in substance stated, that although Mr. Kemp's correspondence with me at the period in question was unremitting, and never failed to set forth any defects in the plan or construction of the Railway which disclosed themselves in the progress of the work, he never in any letter to me represented "that the culvert at No. 38 would not stand." And if he was under that impression, it was at variance with his and my concurrent practice at the time, that the Government was not advised to that effect at once. For our personal protection from after responsibility we were in the habit of reporting any fact which was liable to acquire future importance, as the published correspondence abundantly proves, in instance after instance insignificant in comparison with the culvert in question.

As to the support seemingly claimed by Mr. Kemp for his assertions, from the particularity of the dates with which he connects them, I can only say that these dates purport to be extracted from his pocket-book, while Mr. Bartley's are principally from the journals of the Company, accessible to every Director, and which are read over at the first succeeding meeting,—when it is usual if a member has any exception to take to their accuracy or completeness so to do,—a privilege sometimes exercised by Mr. Kemp, but not it appears on any occasion for the purpose of restoring any report or statement made by him to the effect that the culvert at No. 38 would not stand.

While I regret having to contradict Mr. Kemp so distinctly as I have done, he has himself to blame for it, by his inconsistent attempt to relieve himself of responsibility and to saddle his colleague with it.

(Signed) FRED. M. INNES.

December 21, 1870.

787.

*Colonial Secretary's Office, 5th April, 1871.*

SIR,

I HAVE to apologise for my delay in replying to your letter of the 26th December, forwarding copies of correspondence relating to a statement made by the professional Commissioner Mr. Kemp, when addressing the Board of Directors on the 22nd October last, in the following words—"I told you all along that the culvert would not stand;" referring to the culvert in the embankment at Cutting No. 38.

I have very carefully perused and considered the documents you have transmitted, and I am irresistibly led to the conclusion that Mr. Kemp must be labouring under an erroneous impression when he states that—"on Tuesday, 4th May, 1869, at a weekly Board meeting of the Directory, I distinctly stated that the culvert at Cameron's would not stand." His omission to secure the record of his opinion upon the Minutes of the Board, if he made such a statement, involves the necessity for the consideration of the weight of evidence, and that appears to me against his having expressed the opinion above referred to, at the time mentioned; for Mr. Kemp has throughout the construction of the Line evinced such a jealous regard for the interests of the Government, that I cannot conceive it possible that, impressed with the conviction that the culvert would not stand, he would allow the statement of the Engineers read at the Board meeting next following that held on the 20th July to pass unchallenged, namely:—"That the apparent defect reported by Mr. Cameron was quite unimportant, and confined to a slight fracture at the lower end;" nor under such circumstances can I comprehend his passing, without comment, the Progress Report of the Engineers, read at the Board meeting held on the 23rd of March, stating that "the culvert had been satisfactorily completed," and permitting without remonstrance yourself and Mr. Innes to sign the cheque authorising payment in full of the balance due upon the culvert.

It is much to be regretted that the harmonious discharge by the Commissioners of their respective duties should have been interrupted by the occurrence of the dispute brought under notice, but the general care, ability, and independence with which that body have maintained their functions, enables the Government to rely on their unabated exertions in the interests of the public.

I have, &c.

(Signed) JAMES MILNE WILSON.

THEODORE BARTLEY, Esq., Railway  
Commissioners' Office.

## APPLICATION TO PURCHASE EXTRA STORES NOT SANCTIONED.

Nos. 788 AND 789.

788.

*Launceston and Western Railway Company (Limited),  
Launceston, January 27, 1871.*

SIR,

I HAVE the honor to request the concurrence of the Governor in Council in the following expenditure; namely, One hundred and fifty pounds (£150) for extra necessary stores.

Your obedient Servant,

H. DOWLING, *Secretary.**The Honorable the Colonial Secretary, Hobart Town.*


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THE Directory have already expended £600 under a previous authority for Stores out of construction account; and they now seek the authority of the Governor in Council to expend £150 more out of the same account.

They have in hand a sum of nearly £1400 earned by the loan of the Company's rolling stock (engines and waggons) to the Contractors, Messrs. Overend and Robb, available for revenue purposes; and as the expenditure for which authority is now asked is strictly chargeable to revenue, we think they should be called upon to pay the same out of such account.

SAML. V. KEMP.

FRED. M. INNES.

1. 2. 71.

I CONCUR.

J. M. WILSON.

2 February, 1871.

789.

*Colonial Secretary's Office, 6th February, 1871.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 27th ultimo, requesting the concurrence of the Governor in Council in the expenditure of the sum of One hundred and fifty pounds for extra necessary stores.

In reply I have the honor to acquaint you that the Commissioners, to whom your communication was referred, state that the Directory have already expended Six hundred pounds under a previous authority for stores out of construction account, and that they have in hand a sum of nearly Fourteen hundred pounds earned by the loan of the Company's rolling stock (engines and waggons) to the Contractors, Messrs. Overend and Robb, available for revenue purposes, and recommend that, as the expenditure for which authority is now asked is strictly chargeable to revenue, the Directory should be called upon to pay the same out of such account.

I have, &amp;c.,

(Signed) J. M. WILSON.

H. DOWLING, *Esq., Secretary**Launceston and Western Railway Company.*

DEFECTIVE STATE OF CULVERT UNDER THE "BIG BANK," BETTER  
KNOWN AS "CAMERON'S." Nos. 790 to 795.

## 790.

*Railway Commissioners' Office, Public Buildings, Launceston,  
19th September, 1871.*

SIR,

I BEG to transmit herewith for your information a copy of a communication from the Engineers to the Secretary of the Launceston and Western Railway Company, read at to-day's Board meeting, relative to certain defects that have recently shown themselves in the culvert under the "Big Bank," better known as "Cameron's." I regret that such a communication was necessary.

I will not fail to advise you of any further change which may take place, or of the intentions of the Engineers or Directory, so far as the same may come under my notice.

I beg to add that these defects will have to be remedied at Messrs. Overend and Robb's cost, under their contract for maintenance.

I have, &amp;c.,

(Signed) SAML. V. KEMP.

*To the Honorable JAS. M. WILSON, M.L.C.,  
Colonial Secretary, Hobart Town.*

(Copy.)

*Launceston and Western Railway, Engineers' Office,  
Launceston, Tasmania, 15th September, 1871.*

## CAMERON'S CULVERT.

DEAR SIR,

I MENTIONED to you a few days ago that this culvert was showing signs of failure at the western end.

I this day made a careful inspection of the culvert, and have to report the following defects for the information of the Board :—

(1.) The S.W. wing wall is a complete ruin, but I fear to order it to be taken down and rebuilt; by doing so, I am of opinion that a very serious slip would be encouraged, which, in all probability, would extend to the level of the ballast. In this case I propose strutting the wing wall with timber.

(2.) The western end of the culvert, and for a distance of (say) 30 feet into, has moved several inches; and between 20 and 30 feet there are two very serious cracks, extending into the arch. If these should increase, it will be necessary to turn a false arch inside the present culvert.

We have, &amp;c.,

(Signed) DOYNE, MAJOR, & WILLETT, *Engineers.*HENRY DOWLING, *Esq., Secretary.*

## 791.

*Launceston and Western Railway Company (Limited),  
Launceston, 1st November, 1871.*

SIR,

I HAVE the honor to inform you that the Engineers have reported to the Board of Directors that a considerable fault has developed in the large culvert at Cameron's embankment, and that they have ordered the Contractors to make the same good forthwith. The latter gentlemen, however, have replied, declining all responsibility; and I regret to say, that the opinion of the Solicitors to the Company confirms that of the Engineers, and fully sustains the protest of the Contractors.

Under these circumstances the necessary precautionary measures, and, ultimately, the repairs, will fall on the funds of the Company and Commissioners; and it will be my duty to apply for the concurrence of the Government in the necessary expenditure, which, I am happy to say, the Engineers consider may not exceed £500 in the whole. Meantime they have asked for the sum of £50 to be expended in "works of a temporary nature" which may preserve the end of the culvert, and which sum I now beg to ask the Governor in Council will allow.

In order that the Government may have before them full particulars of this work and its condition, I beg to enclose copies of the correspondence relating to the same.

This work, you are perhaps aware, is the new culvert constructed after the floods of September last year.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

(Copy.)

*Launceston and Western Railway Engineers' Office, Launceston,  
Tasmania, November 4th, 1870.*

DEAR SIR,

I HAVE the honor to inform you, for the information of the Board, that until my return here yesterday I did not fully comprehend the nature and importance of the negotiations which have taken place between the Directors and the Contractors during my absence; indeed I am not now prepared to fully discuss all the points involved. One, however, has struck me so forcibly that I cannot allow any time to elapse without expressing my views upon it. I mean the adoption by the Directors of a design for the new culvert at Cameron's, which has been supplied by the Contractors, and the ignoring of one proposed by my firm, after the most careful consideration of all the circumstances which have been brought to light by the late floods both in Tasmania and the adjoining Colonies.

I deeply regret to find that, after my long labours in connection with the interests of this Company, the Directors should have found themselves impelled, at this late hour, by influences unduly applied, to pass a Resolution which I can only accept as an insult to me as the Company's Engineer, and an expression of want of confidence in the ability of my firm to meet the present difficulties.

It is not my intention to attempt to discuss in this letter the details of the present moot point, so I shall merely say that I am ready to meet the Directors and give them the fullest explanations. In the meantime I must emphatically protest against the plan which it is proposed to carry out, and which has been adopted in opposition to the views of the members of my firm; and I do so on the grounds *that it is more costly and less secure.*

I have, &c.,

(Signed) W. T. DOYNE.

*Secretary Launceston and Western Railway Company.*

(Copy.)

*Launceston and Western Railway, 15th November, 1870.*

DEAR SIR,

I BEG to acknowledge the receipt of your letter of the 4th instant, in which, referring to the adoption by the Directors of a design for the new culvert at Cameron's Hill which had been supplied by the Contractors, instead of one proposed by your firm, you state "that you deeply regret to find that after your long labours in connection with the interests of the Company the Directors should have felt themselves impelled at this late hour, by influences unduly applied, to pass a resolution which you can only accept as an insult to you as the Company's Engineer;" and that you most emphatically protest against the plan which it is proposed to carry out, and which has been adopted in opposition to the views of the members of your firm, and that you do so on the ground that it is more costly and less secure.

I have submitted your letter to the Board of Directors, and have received their instructions to inform you that they cannot admit the correctness of your assertion that they "were impelled by influences unduly applied" to pass the resolution referred to, and must entirely disclaim having entertained the most remote idea in adopting such resolution of offering an insult to you or any member of your firm.

With the view of endeavouring to remove such impressions from your mind, I am instructed to state that the Directors in adopting such resolution were influenced by the following considerations:—

1st.—The iron pipe proposed by your firm for the culvert at Cameron's was on many grounds objected to by the Contractors, through Mr. Francis their Engineer, who was present with them at the Board Meeting; and they absolutely declined to construct the culvert, as designed, unless they were by a written document relieved from any covenants for the maintenance thereof.

2nd.—That your departure from the Colony, so much deprecated by the Directors at such a critical juncture, deprived the Board of the opportunity of calling upon you to endeavour to refute such objections, so raised by the Contractors to such culvert, and to induce them to alter their determination not to enter into the necessary covenant for the due maintenance thereof; and no attempt was made by the members of your firm, who were present during the discussion as to such proposed culvert, to accomplish these objects.

3rd.—That as it was of paramount importance to arrive at some immediate amicable arrangement with the Contractors, so that the works which had been for some time suspended—thereby involving the Company in a very heavy pecuniary loss—might be proceeded with, without relieving the Contractors of the responsibility of maintaining so important a work as the culvert referred to, and as the resident members of your firm did not impugn the efficiency or stability of the design proposed by the Contractors' Engineer,

the Board in the most courteous terms stated to the said members of your firm that, under the attendant peculiar and urgent circumstances, the Directors deemed it desirable to adopt the culvert proposed by the Contractors' Engineer, upon the condition that it was submitted to your firm with the view of arranging with him as to any modifications they might consider desirable. This arrangement was acquiesced in by your firm as the only apparent mode of overcoming the existing difficulties, more especially that arising from the distinct declaration of the Professional Commissioner, that he would not, under any circumstances, recommend the iron pipe designed by your firm, but would recommend that proposed by the Contractors, and was embodied with the resolution referred to by you.

4th.—In adopting such resolution and thereby ensuring the due maintenance by the Contractors of this work, the Board would not conceal from you that they were in great measure influenced by the very serious fact that the culvert now to be replaced at a cost to the Company of some £5000 was designed by you, and its construction carried out under the sole superintendence of your firm; that the Board, anxious to ascertain from the best legal authorities by whom the cost of restoring those portions of the line damaged by the late floods should be borne, obtained the opinion of Messrs. Stephen and Fellowes, of Melbourne, of which the following are extracts:—

*Mr. Stephen.*—If the Contractors have performed any portion of the work contracted for, and the work suffer injury by reason, not of defective construction but of error or failure of design, I do not think the Contractors would be liable to restore the damage.

*Mr. Fellowes.*—If the portions destroyed had not been finished the Contractors must bear the loss, whatever was the cause of the injury. If the destroyed portions were finished, no liability exists except for bad workmanship, &c.

That in your No. 7 Monthly Certificate to the Contractors the said culvert is set forth as finished, and the full balance stated to be due thereon.

Your Progress Report of 23rd March, 1869, accompanying such certificate, states "that the said culvert had been satisfactorily completed;" and your Progress Report of 9th July last states, "that the culverts throughout the line are in satisfactory working order."

That as it had been thus clearly established by your own Reports that the culvert in question was a work duly and satisfactorily finished by the Contractors, and as no attempt has been made by you or your firm to show that the Contractors are liable under their covenant for maintenance for the cost of restoring same, as having arisen from any defects in the construction of such culvert, the Board had no alternative but to attribute such serious loss to defects in the design of the same, or to insufficient supervision; and the same observations apply to the culvert at Verulam, the destruction of which has involved the Company in a further loss of some £1200; and also to those other portions of the line which it has been clearly established have been destroyed or damaged from insufficient waterways. Without attempting to specify any defect in the design of the culvert at Cameron's, the Directors entertain the decided opinion, founded on the most reliable information, that had it been built in "cement instead of mortar" it would not have been carried away; and this opinion would appear to be supported by your own remarks made at a late Board Meeting, "that the culvert gave way because the mortar was in a green state,—that had it been built in cement it would have set in three days."

W. T. DOYNE, Esq., *Launceston.*

I have, &c.,

(Signed) R. W. LORD, *Acting Secretary.*

(Copy.)

*Melbourne, 21st November, 1870.*

DEAR SIR,

I HAVE to acknowledge the receipt of your letter of the 15th instant in reply to mine of the 4th instant, which was handed to me on the eve of my departure from Launceston, when I had not time to acknowledge it.

I gladly accept the disavowal of the Directors as to there being any *intention* on their part to offer an insult to my firm by the adoption of the design put in by the Contractors in opposition to the one furnished by us, for the new work at Cameron's Hill. But, nevertheless, I must respectfully remind them that they have allowed themselves to be made parties to a very gross outrage upon professional etiquette, and have shown a want of proper consideration for our rights and feelings.

I shall now follow *seriatim* the remarks by which it is proposed to justify an act which is unprecedented in my experiences.

1st. I have never before known a case of Contractors being permitted to dictate to the Engineers the manner in which works should be designed. I deny their right of dictation. They had their choice of finishing the work *on our plans*, or declining to do them altogether; in the latter case the Company should (I think) have assumed the control of the works.

2nd. This paragraph seems to impute blame to me for being absent at the time this arrangement was made, and blame to my partners for not protesting at the time. This is a most unjust view of the case, and it is not supported by the facts. I went to Launceston, at great inconvenience, to be present at this "critical juncture," and remained until a satisfactory agreement was concluded; and then only left with the clear understanding that, if anything arose which made it desirable for me to be present, I should, on being informed by telegram, return immediately. No such call, however, was made upon me; but the Board allowed the Contractors to break the agreement, and to substitute another design for ours.



My partners inform me that they did protest against the Contractor's plan being adopted, and only *unwillingly* consented to accept it to meet the wishes of the Directors.

The assertion that the cast-iron culvert proposed by us would prove insufficient only shows that those from whom it emanated are ignorant of hydraulic law and practice. It is easily capable of demonstration that its capacity would be equal to fully five times the requirements, and that, *considering the unstable nature of the foundation, it would be safer than any brick or stone work.*

3rd. My partners inform me that there is a misconception expressed in the matter of this paragraph. I understand that they did not accept the proposal to *modify* the Contractor's design, as that would be virtually to approve such modified design: they only agreed to accept it in its entirety on the responsibility of the Directors or to reject it altogether; and we have not in any way adopted it or modified it, nor do we intend to do so,—we shall merely superintend the work as it proceeds and see that the contract is duly carried out.

4th. This and the remaining paragraphs I must confess I do not understand. While they do not express any distinct charge of bad design or negligent supervision, such is implied throughout in a covert manner. I indignantly deny that there is any just ground for such insinuations, and must request that they be either withdrawn or put plainly in a manner that can be replied to.

I repeat what I said at a late Board meeting, that if the works had had time to consolidate, or, which would have amounted to the same thing, if the culverts had been built in cement, no injury would have arisen.

But, firstly, as there is strong evidence that such a flood has not been before recorded, we cannot be held blameable for not knowing that it would occur at this time.

Secondly, the Directors know, as well as we do, that we should have improved the character of the works in many respects if the means had been at our disposal at the outset, but that we have been labouring under impecuniosity throughout. The general use of cement would have increased the cost to an amount that our funds would not stand without robbing some other parts of the work of their due strength; it is therefore ungenerous to taunt us with not using it in this case.

In the second paragraph of your letter under reply I find it stated that the Directors "*cannot admit the correctness of my assertion that they were impelled by influences unduly applied to pass the resolution referred to,*" &c.

Further on in this same letter the Directors state the circumstances which influenced them in adopting the course of which I complain; and amongst them say "*more especially that arising from the distinct declaration of the Professional Commissioner that he would not, under any circumstances, recommend the iron pipe designed by my firm, but would recommend that proposed by the Contractors.*"

I must leave it to the Board to reconcile these statements.

I am, &c.

(Signed) W. T. DOYNE, *M. Inst. C. E.*

*The Secretary Launceston and Western Railway, Tasmania.*

(Copy.)

*Launceston, 21st November, 1870.*

MEMO. FOR W. T. DOYNE, Esq.

*ON the Board's letter to you dated 15th instant, in reply to your protest against their adoption of Contractor's design for Culvert at 9m. 8ch.*

1. I have never been present at any *discussion* of this question in the Board-room, as intimated in the 2nd "*consideration*" adduced by the Board.

2. The only time on which I heard the subject mentioned at all was on 10th October, when I was present at a meeting called to arrange terms with the Contractors for repairing the works. When the culvert was mentioned, Mr. Kemp said he "*would ask whether what he had heard was correct; namely, that the Engineers were prepared to withdraw the plan recommended by them, in favour of that submitted by the Contractors?*" I replied that we were *not*, and that we had never had any such intention.

3. At the meeting referred to the Contractors put in a tender for repairing the works, in which was included a sum of £4630 for a cast-iron pipe, &c., in accordance with our design. They submitted a design of their own in brick, as an alternative, which they offered to carry out for £5800 if approved. But I never heard inside the Board-room or out of it—that the Contractors "*absolutely declined to construct the culvert as designed, unless they were relieved from any covenant for the maintenance thereof,*" nor do I find in my diary or notes taken at the time, or in any of the papers which have passed through my hands, any record of such an objection having ever been raised—until I read this letter from the Board, which you have submitted to me.

Amongst the many inaccuracies which this letter appears to me to contain, the last paragraph states that "no attempt was made by you or your firm to show that the Contractors are liable, &c." I can bear witness to one instance among many. On the 21st September, I heard you state to a Committee of Directors that we were strongly of opinion that the Contractors were liable, under the general terms of the Contract, to complete the works in the face of all risks, but not "under their covenant for maintenance" which you specially pointed out had not yet come into operation. The Directors must have forgotten this interview at least.

(Signed) ALFRED T. WILLETT.

(Copy.)

Launceston, 19th November, 1870.

NOTES on Mr. LORD's Letter to you, dated 15th instant, concerning Culvert at Cameron's Hill.

1. At the Board meeting when it was determined to adopt the Contractors' design for the culvert at Cameron's neither the Contractor nor Mr. Francis were present, and I am prepared to prove that the Contractors did not raise any objections to the iron pipe, nor "absolutely decline to construct the culvert as designed, unless they were by a written document relieved from any covenant for the maintenance thereof," at any Board meeting. Until I saw Mr. Lord's letter I never heard of the Contractors requiring any such document. The Contractors tendered for the construction of the iron pipe (without any protest), and were consequently bound to execute it if their tender was accepted—which it was.

2. I was present during the discussion on this culvert, and I assert positively that the question of maintenance was *never* raised. Not being aware of any such determination on the part of the Contractors, it was impossible for me "to induce them to alter their determination not to enter into the necessary covenant for the maintenance thereof." The difficulty that was raised was "the distinct declaration of the professional Commissioner, that he would not under any circumstances recommend the iron pipe designed by us, but would recommend the plan proposed by the Contractors." The Board gave in to this *undue influence*. After this declaration I told the Board that it was useless for me to say anything more, and I pointed out to it, that it was taking the responsibility of wasting £1000 of the Shareholders' money by adopting the Contractors' design. I repeated these statements at the next Board meeting, when Mr. Innes was present. In my interviews with the Board I went as far as it was possible to go in my objections to the adoption of the Contractors' design, short of saying that I would not build it.

I think it most unhandsome of the Board to sanction an incorrect statement in the first "consideration" they adduce, and in the second to accuse me of making no attempt to smooth over a difficulty that I did not know existed, and which, it would appear from the Contractors' letter, never did exist.

3. There is no doubt that it was of paramount importance to arrive at some immediate arrangement with the Contractors, but it is quite clear the Board did not consider that the settlement of the culvert question was necessary before any such arrangement could be made, because, when the Board and Contractors made their *first* arrangement, it was agreed that the Contractors would do all the repairs and new works (including the iron pipe) for the sum of £7500; and it was further agreed that *if* their (Contractors') design for the culvert at Cameron's should be adopted, they were prepared to do it for some £1000 extra.

I leave you to form your own opinion of the "courteous" wording of the resolution.

4. I have told the Board, and I have heard you also state to them that, in our opinion, the Contractors were liable for all the damage done.

(Signed) JAMES MAJOR.

W. T. DOYNE, Esq., Melbourne.

P.S.—Mr. Overend has informed me, *in writing*, for himself and Mr. Robb, and the latter has confirmed the statement verbally, that they never made the statement at any Board meeting that they would not construct the culvert as "designed, unless they were by a written document relieved from any covenant for the maintenance thereof."

(Confidential.)

Launceston and Western Railway, Engineers' Office,  
Launceston, Tasmania, 13th March, 1871.

DEAR SIR,

CULVERT AT CAMERON'S HILL.

WE think it desirable to report to you on the present condition of this work, which is not so satisfactory as could be wished.

For some time past we have observed signs of movement in the work as shown by cracks and other evidence; but as this was to be expected in such ground, we took measures to ascertain whether the motion still continued, before reporting to you. On inspection this morning we regret to say we found there had been a further movement in four places; but while we think it right to report the matter, we do not at present consider the defects we have mentioned of importance as affecting the safety of the work. We report the matter *confidentially* for the information of the Directors in order to avoid statements going abroad which might create groundless alarm in the mind of the public. We may add that every precaution is being taken to carry the work through successfully.

We are, &c.,

(Signed) DOYNE, MAJOR, & WILLETT, Engineers.

HENRY DOWLING, Esq., Secretary.

*Launceston and Western Railway,  
10th May, 1871.*

DEAR SIR,

THE Contractors' account for the sum of £2375 4s. 1d., balance of new works, has been passed by the Board for payment, conditionally that you further report on the condition of culvert at Cameron's, upon which your letters of the 13th March and the 14th of April reported unfavorably. I have to ask your prompt reply.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

Messrs. DOYNE, MAJOR, & WILLETT.

*Launceston and Western Railway, Engineers' Office,  
Launceston, Tasmania, 15th May, 1871.*

CULVERT AT CAMERON'S HILL.

DEAR SIR,

IN obedience to the request conveyed in your letter of the 10th instant, we have to report that, after a renewed examination of this culvert on Saturday last, we are unable to find that any movement has taken place in the work since its completion, and we consider its condition satisfactory.

We respectfully submit that, having given our certificate that the Contractors had duly complete their work according to the contract, there are no grounds for delaying payment of money due to them.

We have, &c.,

(Signed) DOYNE, MAJOR, & WILLETT, *Engineers.*

HENRY DOWLING, *Esq., Secretary.*

*Launceston and Western Railway, Engineer's Office,  
Launceston, Tasmania, 15th September, 1871.*

CAMERON'S CULVERT.

DEAR SIR,

I MENTIONED to you a few days since that this Culvert was showing signs of failure at the western end.

I this day made a careful inspection of the Culvert, and have to report the following defects for the information of the Board:—

(1) The S.W. wing wall is a complete ruin; but I fear to order it to be taken down and rebuilt. By doing so I am of opinion that a very serious slip would be encouraged, which in all probability would extend to the level of the ballast. In this case I propose strutting the wing wall with timbers.

(2) The western end of the Culvert, and for a distance of (say) 30 feet into, has moved several inches; and between 20 and 30 feet there are two very serious cracks, extending into the arch. If these should increase it will be necessary to turn a false arch inside the present Culvert.

We are, &c.,

(Signed) DOYNE, MAJOR, & WILLETT, *Engineers.*

HENRY DOWLING, *Esq., Secretary.*

*Launceston and Western Railway, Engineer's Office,  
Launceston, Tasmania, 23rd October, 1871.*

CAMERON'S CULVERT.

DEAR SIR,

WE have this day made a careful inspection of the above-named Culvert, and beg to make the following report for the information of the Board.

Since our last report a very considerable and dangerous movement has taken place. The crown of the arch is rising, and the southern haunch of the arch is coming in, and the southern wall of the Culvert is also moving in; the northern wall, as also the north haunch of the arch, is going out. This proves that the structure is turning over on its base. This movement is taking place in a distance of 30 feet from the west end of the Culvert. We also observed in two or three places that water was bubbling up through the invert stones.

This portion of the Culvert is now in a ruinous state, and we are of opinion that it will collapse in a few months.

Yours very truly,

DOYNE, MAJOR, & WILLETT, *Engineers.*

HENRY DOWLING, *Esq., Secretary.*

*Launceston and Western Railway, 24th October, 1871.*

CAMERON'S CULVERT.

DEAR SIR,

I NEED perhaps scarcely say that your report has produced great anxiety with the Directors; and I am instructed to say that they expect you to call upon the Contractors immediately to remedy the defects in this work, and to adopt all measures to ensure the safety of the line. In case of their failure, I feel it to be my duty to add that the Directors will expect you to adopt such measures through other instrumentality.

Yours truly,

(Signed) H. DOWLING, *Secretary.*

Messrs. DOYNE, MAJOR, & WILLETT.

*Launceston and Western Railway, Engineers' Office,  
Launceston, Tasmania, 25th October, 1871.*

DEAR SIR,

WE are in receipt of your letter of the 24th instant, *re Cameron's culvert.*

Before the Board received our last report on the above work, we had called upon the Contractors to rebuild the defective portion of this culvert, and we beg to enclose their reply.

In reply to the last paragraph of your letter, viz., "and in case of their failure, I feel it to be my duty to add that the Directors will expect you to adopt such measures through other instrumentality," we fail to see why we should be *expected* to undertake such a responsibility as is implied in the above paragraph: first, we do not see our way to take the culvert out of the Contractors' hands; and, secondly, we do not feel inclined to submit to the position of being expected to remedy the defects and failure of this culvert, the design for which, as you are well aware, was not made or approved of by us; in fact we protested strongly against it, and it was built by the order of the Directors.

We have, &c.,

(Signed) DOYNE, MAJOR, & WILLETT, *Engineers.*

HENRY DOWLING, *Esq., Secretary.*

(Copy.)

*Launceston and Western Railway, Contractors' Office,  
Launceston, 24th October, 1871.*

GENTLEMEN,

WE have to acknowledge receipt of your communication of this day's date, and in reply thereto beg to inform you that we will attend and dress the spoil thrown on the sides of the embankments where required to the proper slopes.

With regard to your request as to Cameron's culvert, we have to observe that the same was constructed strictly in accordance with the specifications and conditions, under the immediate and constant superintendence and supervision of your Clerk of Works.

That the work was duly and properly completed, and the amount of the contract for same paid.

We do not consider, therefore, ourselves liable for its present state and condition, as it does not arise or accrue from insufficient foundation, defective construction, bad material, or from any cause within our control.

We have, &c.,

(Signed) OVEREND & ROBB.

Messrs. DOYNE, MAJOR, & WILLETT.

*Launceston and Western Railway,  
25th October, 1871.*

DEAR SIR,

It has been confidently asserted before the Directors that you have changed your opinion with respect to your design for the insertion of an iron pipe under the embankment at Cameron's, at the time of the flood last year, recommended, as I understood, as the substitution for the former culvert, and which you gave me to understand, on my return from Melbourne, after sick leave, had been set aside in favor of a design, said to be the joint production of Mr. Francis and Mr. Kemp, notwithstanding that you were opposed to this design, from your knowledge of the foundation, and for other reasons.

This opinion I certainly understood you still held so recently as a month since; and I will thank you to reply to this letter.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

Messrs. DOYNE, MAJOR, & WILLETT.

*Launceston and Western Railway, Engineers' Office,  
Launceston, Tasmania, 25th October, 1871.*

DEAR SIR,

IN reply to your letter of this date, *in re* use of iron pipes in place of brickwork at Cameron's culvert, we beg to state that we have not changed our opinion on this matter, and whoever made the statement referred to in your letter did so without having any grounds for it. We still think a cast-iron pipe, with a considerable length of face wall and height also at the west end, was the proper design to adopt; and you will remember that Mr. Kemp took especial objection to the face wall as well as the pipe, on the grounds that we would be converting the embankment into a reservoir dam.

We have, &c.,

(Signed) DOYNE, MAJOR, & WILLETT, *Engineers.*

H. DOWLING, *Esq., Secretary.*

*Launceston and Western Railway,  
27th October, 1871.*

DEAR SIR,

YOU will please prepare, with all due despatch, a further report to yours of the 23rd instant, on the condition of the culvert at Cameron's, including an estimate of the cost of putting it into a state of repair of a permanent nature. This estimate is intended to form the basis of an application to the Government, and I will thank you, therefore, to be careful to cover all contingencies.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*Messrs. DOYNE, MAJOR, & WILLETT.*

*Launceston and Western Railway, Engineer's Office,  
Launceston, Tasmania, 28th October, 1871.*

CAMERON'S CULVERT.

DEAR SIR,

WE have to acknowledge the receipt of your letter of the 27th instant on the above subject.

We again examined the culvert this day, and have nothing to add to our report of the 23rd inst.

You request us to furnish an "estimate of the cost of putting it into a state of repair of a permanent nature." We are not prepared to do this: it requires grave consideration before advising the Board on the best plan to adopt to remedy the defects reported. In the mean time we have to suggest that you obtain authority to expend (say) £50 in works of a temporary nature which may preserve the end of the culvert until the embankment has become completely consolidated. Any permanent work will then be dealt with more easily, and at much less cost than at present.

I have, &c.

(Signed) DOYNE, MAJOR, & WILLETT, *Engineers.*

HENRY DOWLING, *Esq., Secretary.*

*Launceston and Western Railway, 27th October, 1871.*

DEAR SIR,

THE accompanying correspondence will advise you that a difficulty has occurred between the Company and the Contractors with reference to the present unsatisfactory state of the culvert under the embankment at Cameron's. As you are aware this work has been executed under a new contract, subsequently arranged to meet the injury done to the old culvert by the flood of September, 1870; and you will find that the Engineers have called upon the Contractors to repair, and that they have refused for reasons set out in their letter dated 24th instant.

It may be desirable to inform you, at the outset, that we cannot hope to sustain any action against the Contractors by any evidence on the part of the Company's officers, inasmuch as the evidence of the Engineers and of the Accountant, who was acting as Secretary to the Board at the period referred to, is decidedly, in my opinion, adverse to the Company.

The circumstances are well known to your Mr. Collins, who took part in all the conferences which took place between the Directors, Engineers, and Contractors at the time; but it may be necessary now to repeat them, as they come under my notice in the minutes of proceedings and reports of the Engineers.

The Engineers to the Company prepared plans of various works rendered necessary by the floods, with estimates; and a schedule for the information of the Contractors, including the insertion of a large iron pipe imbedded in cement concrete, and some inlet and outlet works; to which schedule the Contractors put their prices. These were accepted by the Directors. Before the agreement could be framed, the Contractors proposed a plan for a new culvert in lieu of the plan submitted by the Engineers, as, in their opinion, better adapted to the case than the latter.

Upon this, Mr. Kemp, one of the Commissioners, declared it to be his intention not to consent to recommend the plan of the Engineers to the Government for approval, as he approved of the plan submitted by the Contractors; and, under this pressure, the Directors, anxious it appears to avoid loss of time, passed the following Resolution:—

“That the culvert proposed by the Contractors be adopted, with such modifications as the Engineers may require.”

No modifications were made, as the Engineers protested against the substitution; but they proceeded, under the instructions of the Board, to supervise the construction,—appointing a resident Inspector for the purpose. This Inspector's salary was subsequently paid by the Directors and Commissioners, with the concurrence of the Governor in Council.

In due course, certificates for payment were given by the Engineers in terms of the Contract; and at length the full amount was paid to them by the Company and Commissioners.

During the progress of the works the Engineers reported “signs of movement in the work, as shown by cracks and other evidences,” but not of importance “as affecting the safety of the work;” and two months after they reported that its condition was then satisfactory, and they had given their certificate that the work had been duly completed “according to the Contract.”

Upon this, and other facts named, you will find the Contractors take their stand, and say they are not liable.

But here a question arises. It is asserted by some of the Directors who took part in the negotiations, that the Contractors, at the time, stated their unwillingness to be responsible for the maintenance of the design of the Engineers, but their readiness to guarantee that of *their* Engineer, which had the approval of Mr. Kemp. I am sorry to say that I can trace no evidence in support of this; but, on the contrary, the evidence of the Acting Secretary, Mr. Lord, if it were claimed by the Contractors, would be entirely in their favour, and against the Company.

I have no doubt, however, that the proceedings of the Contractors did tend to produce, and did produce, the impression which secured consideration to the interference of Mr. Kemp, in his capacity as Professional Commissioner, by which the advice of the Engineers, as well as their subsequent protest, were ignored, and the Contractors' plans adopted; and it would seem but equitable that the Contractors should not now escape the responsibility which they induced the Directors to believe they were prepared to take in consideration of their plans being adopted, and those of the Company's Engineers rejected.

In view of the circumstances thus narrated, taken in connection with the various letters annexed,—which please return when perused,—I have to ask you to carefully consider the whole question thus submitted, and advise me whether the Board of Directors have any good grounds for sustaining proceedings against the Contractors for the repair of the culvert aforesaid, either in law or in equity, under the terms of the Contract with Messrs. Overend & Robb, or arising out of any of the facts submitted.

I have, &c.,  
(Signed) HENRY DOWLING, *Secretary.*

Messrs. DOUGLAS & COLLINS, *Solicitors.*

*Launceston, 30th October, 1871.*

DEAR SIR,

WE are in receipt of yours of the 27th instant in reference to the difficulty that has arisen between the Company and the Contractors consequent on the present unsatisfactory state of the culvert under the embankment at Cameron's.

After carefully considering your letter and the accompanying correspondence in conjunction with the contract, also bearing in mind a statement made by the Company's Engineer at the special meeting of Directors in answer to a question by our Mr. Collins, “that the damage to the culvert had arisen solely in consequence of a slip in the earth,” we are of opinion that the Contractors, for the reasons stated in their letter, are not liable to repair the damage.

It is of no importance who furnished the design—the Company adopted it, and must be bound by the terms of the contract, under seal, entered into by the Company with the Contractors for the construction of the culvert before referred to.

We have, however, as requested, furnished the Engineers with the Notice to be served on the Contractors calling on them to repair the damage, so that if the Company take Counsel's opinion and are otherwise advised, they may not lose their remedy.

We return the correspondence accompanying your letter.

Yours truly,

DOUGLAS & COLLINS.

HENRY DOWLING, *Esq., Secretary Launceston and Western  
Railway Company.*

*Launceston and Western Railway, 27th October, 1871.*

DEAR SIR,

IN continuation of my letter of this date, *re* Contractor's liability, I have further to request that copy of a legal Notice to the Contractors may be prepared, calling on them to proceed with the repairs at Cameron's Culvert as required by the Company's Engineers.

Yours truly,

H. DOWLING, *Secretary.*

Messrs. DOUGLAS & COLLINS.

*Launceston and Western Railway, Engineers' Office,  
Launceston, Tasmania, 30th October, 1871.*

CAMERON'S CULVERT.

DEAR SIR,

WE have received draft of a Notice from Messrs. Douglas & Collins to send to the Contractors on the above subject; but as we hold a strong opinion that the Contractors are not liable for the damage that has occurred to the culvert, and as the serving of the Notice would be likely to give rise to considerable ill feeling, we have not done so. We therefore suggest to the Board that it be dispensed with.

Yours very truly,

DOYNE, MAJOR, & WILLETT, *Engineers.*

HENRY DOWLING, *Esq., Secretary.*

LAUNCESTON AND WESTERN RAILWAY.

*EXTRACT from Minutes of a Meeting of the Board held 31st October, 1871.*

*Cameron's Culvert.*—Mr. Innes moved, "That, accepting the representations contained in the letter of the Company's Secretary of the 27th of October addressed to the Company's Solicitors, and having heard the Solicitors' letter of the 30th October, and that of Messrs. Doyme, Major, & Willett, the Company's Engineers, of the same date, the Board resolve that the Engineers be instructed not to serve the Notice referred to upon the Contractors in respect to Cameron's Culvert."

Which, being seconded by Mr. Weedon, was carried.

True copy.—H. DOWLING, *Secretary.*

Referred to the Commissioners as to the application for the immediate sum of £50 towards the repairs to Cameron's Culvert.

B. TRAVERS SOLLY.  
3 Nov., 1871.

Recommended for Mr. Bartley and myself both concurring.

F. M. INNES.

792.

*Railway Commissioners' Office, Public Buildings,  
Launceston, 25th October, 1871.*

SIR,

AT a meeting of the Directory of the Launceston and Western Railway Company, held yesterday, a communication from the Engineers relative to the failure of a portion of the culvert under the big embankment at "Cameron's" was read, and of which I enclose a copy.

In consideration of this, the Board determined upon a suggestion which I made to the following effect; viz.—

CAMERON'S CULVERT.

That the Secretary instruct the Engineers to call upon the Contractors immediately to remedy the defects complained of in the Engineers' letter, and to adopt all measures to ensure the safety of the Line.

You may rely upon my advising you of any further change or information that may come under my notice.

I have, &c.,

(Signed) SAML. V. KEMP.

To the Honorable JAS. M. WILSON, *Esq., M.L.C.,  
Colonial Secretary, Hobart Town.*

(Copy.)

*Launceston and Western Railway, Engineers' Office,  
Launceston, Tasmania, 23rd October, 1871.*

## CAMERON'S CULVERT.

DEAR SIR,

WE have this day made a careful inspection of the above-named culvert, and beg to make the following report for the information of the Board.

Since our last report a very considerable and dangerous movement has taken place; the crown of the arch is rising, and the southern haunch of the arch is coming in, and the southern wall of the culvert is also moving in; the northern wall, as also the north haunch of the arch, is going out. This proves that the structure is turning over on its base. This movement is taking place in a distance of 30 feet from the west end of the culvert. We also observed in two or three places that water was bubbling up through the invert stones.

This portion of the culvert is now in a ruinous state, and we are of opinion that it will collapse in a few months.

We have, &amp;c.,

(Signed) DOYNE, MAJOR, & WILLETT, *Engineers.*HENRY DOWLING, *Esq., Secretary.*

FORWARDED to the Commissioners for their observations.

J. M. WILSON.  
28 Oct., 1871.*The Honorable F. M. INNES.*

A COMMUNICATION to the Executive on this subject has crossed this letter.

F. M. INNES.  
30 Oct.

793.

*Hobart Town, 26th October, 1871.*

SIR,

IN forwarding to you the accompanying correspondence relative to that part of the work on the Launceston and Western Railway known to you as "Cameron's Culvert," it may not be unnecessary for me to remind you that the plan on which it was re-constructed after the floods which destroyed a large portion of the Railway Works was not that of the Company's Engineers, but of Mr. Francis, an Engineer brought from Melbourne by the Contractors. Messrs. Doyne and Company strongly remonstrated against the adoption of Mr. Francis' proposals, but they met with the support of Mr. Kemp, and were, as stated, carried out.

I do not wish to cast an unmerited reflection upon Messrs. Doyne, Major, and Company, or to suggest that the work in question having been constructed in opposition to their views they are influenced by that circumstance to make the very unfavorable representation contained in their accompanying Report, which if well founded reflects principally upon the engineering skill of Messrs. Francis and Kemp, but I deem it right at the same time to recall facts which may have escaped your knowledge.

I have hesitated, pending the further consideration of this matter, making any but a verbal communication to you upon it, but its importance, and the bearing which it may have upon the deliberations of the Executive at the present moment on the future relations of the Government and the Launceston and Western Railway Company, have induced me not to delay in addressing you.

I have, &amp;c.,

(Signed) FRED. M. INNES.

*The Hon. the Colonial Secretary.*



(Copy.)

*Engineers' Office, 23rd October, 1871.*

## CAMERON'S CULVERT.

DEAR SIR,

WE have this day made a careful inspection of the above-named culvert, and beg to make the following report for the information of the Board.

Since our last report a very considerable and dangerous movement has taken place, the crown of the arch is rising, and the southern haunch of the arch is coming in, and the southern wall of the culvert is also moving in; the northern wall, as also the north haunch of the arch, is going out: this proves that the structure is turning over on its base. This movement is taking place in a distance of 30 feet from the west end of the culvert. We also observed in two or three places that water was bubbling up through the invert stones.

This portion of the culvert is now in a ruinous state, and we are of opinion that it will collapse in a few months.

We have, &amp;c.,

(Signed) DOYNE, MAJOR, &amp; WILLETT.

H. DOWLING, *Esq.*, *Secretary.**EXTRACT from Engineers' Letter, 25th October, 1871.**Re CAMERON'S CULVERT.*

Before the Board received our last report on the above work we had called upon the Contractors to rebuild the defective portion of this culvert, and we beg to enclose their reply.

In reply to the last paragraph of your letter, viz.: "And in case of their failure, I feel it my duty to add that the Directors will expect you to adopt such measures through other instrumentality,"—

We fail to see why we should be expected to undertake such a responsibility as is implied in the above paragraph: first—we do not see our way to take the culvert out of the Contractors' hands; and secondly, we do not feel inclined to submit to the position of being expected to remedy defects and failure of this culvert, the design for which, as you are well aware, was not made or approved of by us; in fact, we protested strongly against it, and it was built by the order of the Directors.

(Copy.)  
GENTLEMEN,*Launceston and Western Railway Contractors' Office, 24th October, 1871.*

WE have to acknowledge the receipt of your communication of this day's date, and in reply thereto beg to inform you that we will attend and dress the spoil thrown on the sides of the embankments where required to the proper slopes.

With regard to your request as to Cameron's Culvert we have to observe that the same was constructed strictly in accordance with the specifications and conditions under the immediate and constant superintendence and supervision of your Clerk of Works.

That the work was duly and properly completed, and the amount of the contract for same paid.

We do not therefore consider ourselves at all liable for its present state and condition, as it does not arise or occur from insufficient foundations, defective construction, bad material, or from any cause within our control.

We have, &amp;c.,

(Signed) OVEREND &amp; ROBB.

*Messrs. DOYNE, MAJOR, & WILLETT.*

794.

*Office of the Commissioners of the Launceston and Western Railway,  
Launceston, 31st October, 1871.*

SIR,

IN further reference to the dangerous movement at Cameron's culvert, I have the honor to acquaint you that Mr. Major has informed me that an outlay will be immediately required of £50 to preserve the end of the culvert, and within a few months a further expenditure probably of £500; and he has since made official communications to this effect to the Board of Directors, which were fully considered at a meeting and adjourned meeting this day.

I regret to add that the liability will fall upon the funds which remain at the credit of the Company and Commissioners; although I believe that the Executive will acknowledge that under the peculiar circumstances of the case it could not be otherwise.

In answer to my application to the Company's Secretary for copies of the letters which have passed between the Directory and their Solicitors and Engineers on this subject, he has informed me that he intends to transmit them for your information in the usual manner; and I refer you to that correspondence, as, throwing light upon the causes which have led the Engineers to repudiate all responsibility for the defects at Cameron's culvert, and the Company's Solicitors to advise that it would be inexpedient for the Company to endeavour to relieve itself of the disastrous liability which has arisen.

I have, &c.,

(Signed) FRED. M. INNES.

*The Hon. the Colonial Secretary.*

## 795.

*Colonial Secretary's Office, 8th November, 1871.*

SIR,

IN reply to your letter of the 1st instant, I have the honor to acquaint you that the Governor in Council has, upon the application of the Directors and with the recommendation of the Commissioners, approved of the expenditure of the sum of Fifty Pounds to defray the cost of immediate repairs required at Cameron's culvert.

I have, &c.,

(Signed) J. M. WILSON.

H. DOWLING, *Esq., Secretary,*

## 796.

*Railway Commissioners' Office, Public Buildings, Launceston,  
3rd November, 1871.*

SIR,

At a meeting of the Directory of the Launceston and Western Railway Company held last Tuesday, the 31st ultimo, amongst other matters which came on for discussion was the consideration of the flaws which have recently shown themselves in a portion of Cameron's culvert, the correspondence relating to which has been forwarded to you by the Secretary of the Company.

The Solicitors having requested to be favoured in writing with a statement of particulars connected with the arrangements for the reconstruction of the culvert after its failure occasioned by the floods which occurred in September, 1870, the Company's Secretary furnished the information sought. I would not have alluded to this, but in it occur insinuations prejudicial to me, and having for their object the relieving of the Engineers of the Company from all responsibility in regard to the construction of the work, and charging me with interference. When the letter was read to the Directory I allowed it to pass in silence, intending to take notice of it at another opportunity; but as its contents may be used hereafter to my prejudice, I feel that you will excuse me for shortly detailing under what circumstances the culvert was reconstructed.

The flood of September, 1870, (one not of unknown volume) destroyed the original culvert built at Cameron's designed by the Company's Engineers, and was proved insufficient to carry off the storm waters at this point. Mr. Doyme was sent for to Melbourne, and came to Tasmania; saw the wreck; but ere remedial measures were devised, returned again to Melbourne. The Secretary (Mr. Dowling) went also to Melbourne, alleged for the benefit of his health. Mr. Major drew out a plan of a new culvert, which was so defective in design as to secure its rejection both by the Consulting Engineers to the Contractors, as well as by myself; as its main feature was the introduction of an iron pipe 4 feet in diameter, to replace two 5 feet culverts, which had already failed.

There was then on the part of all concerned much anxiety as to the best course to be followed. An outlay of over £70 per diem was accruing upon borrowed capital, and until plans for reconstruction had been determined upon this must continue, since all was at a stand-still. Both the Directors and Solicitors for the Company then urged upon me that my past experience could be of benefit, and that did I extend my duties beyond those of what might have been recognised as my duties when I was appointed as Professional Commissioner, I would be conferring upon all material benefit. I did not obtrude my services. There was much difficulty, and of a nature that few would rashly encounter; but, under the circumstances, having the good of the Railway at heart, and believing that my act would be recognised in a liberal spirit,—and they were so at the time by both

the Directory and the Solicitors,—I gave to the several details connected with the reconstruction and restoration of the Line my best attentions. Having heard in detail the views of both the Company's Engineers and the Engineers representing the Contractors in the presence of the Directors, a course which was afterwards followed, and was deemed by all to be the then only practical course open to be judiciously followed, was determined upon.

It is contrary to truth, if it be not presumption on the part of Mr. Dowling, since he was not in Tasmania but in Victoria during the emergency, to even insinuate that I interfered before I had been asked by the Directory and the Company's Solicitors to do so.

Mr. Francis, the Consulting Engineer to the Contractors, had prepared a sketch of a culvert of a different construction from that of the 4-feet iron pipe of Messrs. Doyne and Company. The former design was altered, at my suggestion, by substituting a bluestone invert for the brick one shown, and was approved of.

It is true the Engineers offered some slight objection, but they did not favour the Board at the time, so far as I know, with any written special objection, nor did they offer any other plans so as to meet the pressing want. It was essential that the works should be proceeded with at once, and, as mentioned before, the leading Engineer of the Company, Mr. Doyne, was in Victoria; and having given to the whole question my most mature consideration, I deemed it but right to give my approval to Mr. Francis's conceptions.

This is the extent of my responsibility. I have no hesitation in saying, that had the Company's Engineers' design of a 4-feet iron pipe been carried out, that, from the nature of the recent subsidence at Cameron's Bank, the joints of such pipe would have separated ere this, and the whole thing would have been a total failure. There is no doubt in my mind but that the present brick culvert is holding the whole of the embankment together at this point.

In dealing with that part of Mr. Dowling's letter relative to the Contractors' declining to construct the 4-feet iron pipe, or to take upon themselves any responsibility connected therewith, I enclose a copy of a letter and memorandum from Mr. Francis which will show what actually did take place, and which I believe can be borne out, in the main, by the Company's Solicitors. I also enclose for your information extracts from a memorandum forwarded by the Company's Engineers, Messrs. Doyne & Co., to the Contractors, Messrs. Overend & Robb, showing that even the Company's Engineers themselves approved in the first instance of a brick culvert at Cameron's. It is true they afterwards changed their opinion, but the Consulting Engineers of the Contractors would not recommend that the *amended* plans of culvert should be carried out, since they were not feasible.

In reply to the Secretary's communication, the Company's Solicitors have given it as their opinion that the Contractors are not liable, as the injury to the culvert has arisen from causes not contemplated in the agreement with the Contractors. The Directory have accepted the opinion of their Solicitors. I am glad to add, that the whole sum required to make the culvert good again to its former state will not, I estimate, exceed £600, and the further additions necessary to prevent a recurrence I further estimate will not exceed £400.

It is not my province to deal with subtle writings like Mr. Dowling's. I am more confined to facts, and have therefore some difficulty in grappling with the former; but I trust that although my statements may be plain they will not be the less satisfactory.

I have, &c.

(Signed) SAML. V. KEMP.

*The Hon. J. M. WILSON, Esq., M.L.C., Colonial Secretary,  
Hobart Town.*

(Copy.)

*York-street, Launceston, 17th December, 1870.*

SIR,

I SEND you herewith a Memorandum which I believe embraces the substance of the circumstances and gives a correct statement of the events which led to the change in designs submitted by the Company's Engineers for the two works referred to.

I am, &c.,

(Signed) GEORGE FRANCIS, *Civil Engineer.*

S. V. KEMP, *Esq., C.E.*

(Copy.)

*MEMORANDUM referring to alterations from designs submitted by the Company's Engineers for works at "Verulam" and at "Cameron's Embankments, as shown by a Schedule called Works of Restoration.*

THE Schedule was forwarded to the Contractors by the Engineers with a request that they would price same and return it. Their request was complied with, without its being signed, or in any other way showing that they, the Contractors, were willing to adopt it, or to execute the works it described.

The works for those places were found to differ so much from what appeared to be mutually agreed upon at several conferences with the Engineers and Contractors or their Agents and Engineers, and so far insufficient for the then ascertained requirements, as well as objectionable in form for "Cameron's," that I was induced to advise the Company's Solicitors of the unwillingness of the Contractors to carry them out, and that the Board need not deem the fact of their having priced the schedule any proof to the contrary.

At the Conference with the Board or Committees which followed those circumstances, there appeared to be at least a tacit understanding, if not expressed,—I believe a clearly expressed understanding that the Contractors had refused to execute the proposed works; and, acting on that opinion, I there exhibited the designs nearly identical with those now being carried out, and which I had previously submitted to the Engineers, and the estimate of cost. Those designs passed then to the possession of the Engineers and was subsequently adopted by the Board, being embodied in the contract entered into for restoring the damaged portions of the Line.

(Signed) GEORGE FRANCIS,

*Engineer and Agent for Messrs. Overend & Robb.*

*Launceston, 17th December, 1870.*

*EXTRACTS from a Memorandum forwarded to the Contractors Messrs. Overend & Robb by the Company's Engineers, Messrs. Doyne & Company.*

MEMO. for the Contractors, to be considered confidential and without prejudice, under arrangement of September 21st, 1870 :—

In the restoration of the works the Engineers are prepared to recommend to the Board the introduction of the following extra works,—

The Culvert at 9 m. 8 ch. "Cameron's" may be replaced by a single brick Culvert 7 feet (qy. 10 feet Doyne's opinion) in diameter approved section, built with rings of brickwork in cement. The Engineers will supply drawings.

## STATEMENTS SHOWING THE AMOUNT AT THE DISPOSAL OF THE DIRECTORS AND COMMISSIONERS. Nos. 797 AND 798.

**797.**

*Railway Commissioners' Office,  
19th July, 1871.*

SIR,

WE have the honor to transmit herewith, for the information of the Government, copies of proposals agreed to at a conference to-day with the Directors deputed by the Launceston and Western Railway Company to meet the Commissioners, together with a financial statement furnished by the Accountant of the Company, as the basis of arrangement.

It will be perceived by the Financial Statement that the proposed appropriation of the balance of construction account shows an excess of £135; but it will be seen, on reference to the memorandum, that our recommendation of one item of proposed expenditure, amounting to £4600, is limited to £4000, until it is ascertained that, in addition to the sum shown as remaining to the credit of the Company and Commissioners, there is a further sum in the hands of the agents of the Company in England and represented to amount to over £600; also a balance to the same credit in the Consolidated Bank in England supposed to amount to about £790.

We have, &c.,

(Signed)

THEODORE BARTLEY.  
SAML. V. KEMP.  
F. M. INNES.

*The Hon. the Colonial Secretary, Hobart Town.*

*MEMORANDUM of arrangement proposed by the Commissioners for the settlement of the appropriation of the apparent Balance to the credit of Construction Account (annexed). Launceston, 19th July, 1871.*

1. The Commissioners are prepared to recommend for the concurrence of the Government the purchase from England of two additional Locomotive Engines, and contingent upon the receipt of the agent's balance sheet from London, and to its shewing that there are sufficient funds at the disposal of the Company and Commissioners to enable them to do so, the Commissioners will be prepared to recommend for the concurrence of the Governor in Council the estimated expenditure for such engines, say £4600; but in event of the non-arrival of such balance sheet, they will be prepared to recommend for the concurrence of the Governor in Council an expenditure for such engines not exceeding £4000 pending the receipt of such balance-sheet.

2. The Commissioners assent to the proposals of the Directory for the appropriations of the sums named in the application to the Colonial Secretary of the 13th instant, and they are prepared to recommend such expenditure for the concurrence of the Governor in Council.

3. With reference to the estimated cost of setting up the tools in the workshops (say £250), the Directory must at least in the first instance consent to pay for such cost out of their revenue account, upon the understanding that should there be sufficient funds available from construction account, the Commissioners will be prepared to recommend for the concurrence of the Governor in Council that such expenditure shall be paid out of the latter account.

4. The concurrence of the Commissioners to the above arrangement is given upon the express condition that the Directory at once refund to construction account in the hands of the Honorable the Colonial Treasurer the sum of £242, advance made to them from that account for stores, &c. in accordance with the decision of the Governor in Council upon the question.

5. In the event of any unforeseen demands upon construction account, which has not been provided for in the above arrangement, that the Directors will now give to the Commissioners an undertaking to meet the same out of revenue account.

(Signed) SAML. V. KEMP.  
F. M. INNES.  
THEODORE BARTLEY.

LAUNCESTON AND WESTERN RAILWAY.

STATEMENT to 18th July, 1871.

	£	s.	d.	£	s.	d.
Credit balance up to the 18th July.....	..			19,418	12	5
<i>Appropriated.</i>						
Contractors' balance.....	7243	0	0			
Sidings.....	1557	12	11			
Conway's balance fees .....	20	0	0			
Corporation, Launceston .....	80	0	0			
Workshops .....	1550	0	0			
Waugh and Lockie.....	700	0	0			
Erection of turntables .....	650	0	0			
Telegraph line.....	605	0	0			
Engineers' balance .....	450	0	0			
Offices .....	284	0	0			
Sundry authorities.....	230	0	0			
Furniture balance.....	84	1	9			
				13,453	14	8
<i>Requirements.</i>						
2 Engines.....	4600	0	0			
Glenore siding.....	180	0	0			
Evandale extensions.....	400	0	0			
Longford ditto .....	365	0	0			
Cattle and sheep pens, &c.....	100	0	0			
St. Leonards extension.....	25	0	0			
Outside platform, Launceston.....	200	0	0			
ditto, Deloraine .....	50	0	0			
Carriage shed and siding, ditto.....	200	0	0			
ditto, Launceston.....	200	0	0			
				6320	0	0
				19,773	14	8
From revenue .....				242	0	0
Deficit .....				113	2	3
E. & O. E.						

R. W. LORD, *Accountant.*

*Railway Commissioners' Office, Public Buildings,  
Launceston, 5th October, 1871.*

SIR,

WE have the honor to lay before the Government an amended finance statement dated 16th September, 1871, supplied to us by the Secretary, and approved of by the Directory of the Launceston and Western Railway Company.

In the financial statement of July which we had the honor to transmit a copy of on the 19th of that month, an inadvertent mistake of (£1000) One thousand Pounds was made which has only just been discovered, and which has been corrected in the present statement by the Accountant of the Company, by which the balance of funds available is reduced by £1000; and also payments, not anticipated in the former statement, are introduced to the amount of £1633 5s. 4d.

As the Railway Company have withdrawn the application which they made on the 12th July last for authority to order from England two locomotive engines of a lighter class than those in use at the present time, we desire to add that our recommendations for such authority was based on the correctness of the accounts laid before us in July last, containing the error alluded to, which has fortunately been discovered in time to obviate any inconvenience.

We have, &c.,

(Signed)

SAML. V. KEMP.

FRED. M. INNES.

THEODORE BARTLEY.

To the Hon. JAS. M. WILSON, Esq., M.L.C.,  
Colonial Secretary, Hobart Town.

*FINANCE Statement, September 16th, 1871.*

	£	s.	d.		£	s.	d.	£	s.	d.
Balance with Colonial Treasurer .....	13,385	9	11	<i>Sums concurred in.</i>						
Ditto Union Bank (London) .....	796	19	11	Overend & Robb .....	6630	6	4			
Ditto Sharp & Terry .....	623	2	1	Station Buildings .....	40	0	0			
				Workshops .....	799	1	6			
				Waugh & Lockie .....	162	10	0			
				Turntables .....	105	6	11			
				Telegraph .....	316	12	1			
				Engineers .....	300	0	0			
				Furniture and Light .....	44	6	9			
				Glenore siding .....	2	4	0			
				Evandale extension .....	400	0	0			
				Longford ditto .....	365	0	0			
				St. Leonards ditto .....	25	0	0			
				Stamps .....	100	0	0			
				Outside platform roads, Launceston .....	200	0	0			
				Carriage shed and sidings, ditto .....	200	0	0			
				Ditto, Deloraine .....	200	0	0			
				Road at Deloraine .....	20	0	0			
								9910	7	7
				<i>To be provided, say—</i>						
				Commissioners, 4 months ..	400	0	0			
				Solicitors' costs .....	35	18	1			
				Ditto .....	51	0	10			
				Longford Municipality ....	90	0	0			
				W. Wentworth (Price) ....	2	0	0			
				Westbury Station Road ....	94	19	0			
				E. Weston (land) .....	150	0	0			
				Church of England .....	175	0	0			
				Costs, probable .....	60	0	0			
				Clearing trees .....	50	0	0			
				Perth Road Trust .....	14	7	3			
				Burke, Exton Road Trust ..	24	16	6			
				Leather belting (tools) ...	200	0	0			
				Turntables .....	243	0	0			
				Contractors, interest claimed	20	6	8			
				Additional premium on buildings during construction ..	21	17	0			
								1633	5	4
								11,543	12	11
				Unappropriated balance ..				3261	19	0
								£14,805	11	11

£14,805 11 11

(Signed)

H. DOWLING, Secretary.

R. W. LORD, Accountant.

REPORT OF COMMITTEE APPOINTED TO REVIEW THE STAFF OF THE  
COMPANY. No. 799.

799.

*Launceston and Western Railway Company, (Limited),  
Launceston, 20th July, 1871.*

SIR,

I HAVE the honor to state that on the 9th of May last, on the approach of the termination of three months from the date of opening the line for public traffic, it became my duty to advise the appointment of a Committee from amongst the Directors to review the appointments to the staff of the Company, which were necessarily to some extent experimental, from the absence of reliable data as to the work required to be performed.

The report of this Committee was brought up at the Board meeting on the 11th instant, and at the next sitting on the 18th was adopted; and I was at the same time instructed by resolution to forward the same, with evidence and other papers annexed, for the information of the Government.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

LAUNCESTON AND WESTERN RAILWAY.

REPORT OF COMMITTEE. EXPENDITURE.

*EXTRACT from Minutes, 18th April, 1871.*

Pay-sheets.—Secretary recommended the Board of Directors to appoint Committee to report upon the whole question of expenditure.

Committee appointed, comprising Mr. Green, Mr. Webster, Mr. Weedon, Mr. Robertson.

*PROGRESS REPORT, July 3rd, 1871. Adopted.*

Report and evidence brought up July 11th, 1871. Consideration deferred to 18th July, 1871, and then adopted; and Secretary ordered to transmit the same, with annexes, to the Government.

1. Report.
2. Progress Report.
3. Evidence, Mr. S. V. Kemp.
4. Ditto, Mr. Jetter, Locomotive Superintendent to the Company.
5. Ditto, Mr. R. W. Lord, Accountant ditto.
6. Ditto, R. Johnson, Audit Clerk ditto.
7. Ditto, Mr. Dowling, Secretary ditto.
8. Letter from Traffic Manager, Victorian Railways.
9. Ditto, from Secretary Hobson's Bay Company.
10. Ditto, ditto.

LAUNCESTON AND WESTERN RAILWAY.

*REPORT, Finance Committee. July 11th, 1871.*

THE Committee appointed to enquire into and report on the question of expenditure of the Company, in pursuance of the recommendation of the Secretary of the 9th May last, have met several times and gone fully and carefully over the pay-sheets, and taken the evidence of Mr. Kemp, Mr. Jetter, Mr. Lord, Mr. Johnston, and Mr. Dowling, copies of which are annexed; as also letters from the Traffic Manager of the Victorian Railways and the Secretary to the Hobson's Bay Railway.

The Committee have now to report that they are of opinion the alterations recommended in their Progress Report of last week, and adopted by the Board, and amounting to not less than £550 per annum, are all that at present can be safely made, having regard to the proper management and efficient working of the Line.

The reductions recommended by Mr. Kemp would have the effect of driving away all the officers who have had any railway experience; and your Committee think it would be unwise economy to risk the safety of the Line by the employment of officers unacquainted or but slightly acquainted with the working of railways, because their services can be obtained for a little less than persons of experience in such matters.

Mr. Kemp would dispense with the Secretary and Traffic Manager, make the present Accountant Traffic Manager and General Superintendent, give the Audit Clerk the Accountant's duties in addition to his own; do away with the office of Station Master at Launceston, and appoint head porters at the country stations instead of station masters—except at Longford, where he recommends the salary of the Station Master should be reduced, and if the present officer declines to accept such reduction (which Mr. Kemp must feel certain he would) then he would appoint the Goods Clerk as Station Master. He also suggests a reduction of the number of men employed in the various departments, which in the opinion of the Committee would seriously affect the efficiency of the service.

The Committee have considered Mr. Kemp's suggestions, but are unable to agree with him: they are of opinion a Secretary is indispensable as a centre of authority under the Board of Directors, to whom the heads of the other departments refer.

The Traffic Manager and Superintendent of Rolling Stock is a gentleman well acquainted with the duties, and an officer who will be essentially necessary when the workshops, now in course of erection, are completed. The Committee cannot understand why it is attempted to make an alteration in this case so soon after the appointment has been made, and before that branch of the work connected with the Railway has been put fairly into working order. It seems to your Committee that the erection of the workshops should be discontinued if the competent officer to superintend the work intended to be done in them is to be dispensed with. The Committee consider the Company has been fortunate in securing the services of Mr. Jetter to supervise the rolling stock and locomotives, and decidedly object to any plan of reduction which would deprive the Company of those services.

The Accountant cannot take the duty of Traffic Manager and General Superintendent without neglecting his own duties, and the Audit Clerk is already too fully occupied to take the Accountantship. The Board will recollect that the duties which devolved upon the Storekeeper have been taken up by Mr. Lord and Mr. Johnston.

The office of Station Master at Launceston the Committee deem essential. They cannot conceive how the work of the Station can be properly carried out without some competent head to direct the evolutions of shunting, the loading of the trucks, the due discharge and delivery of goods, collection of traffic, carriage, &c.

The Committee desire to remind the Directors and to congratulate them upon the freedom from accident on the Railway since the opening of the Line; which it is but just to attribute to the skill and experience of the officials who have had the direction of the operations, and to the care and diligence with which they have attended to their duties.

The Committee think it would be undesirable to jeopardise the future safe working of the Line, by entrusting the management to unskilful hands.

The appointment of head Porters at some of the minor Stations in place of Station Masters has been considered by the Committee; and as occasion offers, and the Company has men competent to undertake the duties, some such arrangement may form the subject of future consideration, but the Committee do not think much, if any, saving would be effected, and recommend that no change be made at present.

In the Locomotive Department the Committee are satisfied, from the evidence of Mr. Jetter, that no reduction can at present be made. He is of opinion it is to the interest of the Company, and in the long run more economical to work three engines instead of two, and that it would be false economy to attempt to work the three engines with two Drivers and Firemen only. He explained that the men engaged as Fitters, &c. are fully occupied, they are first class workmen who can command good wages anywhere; and it was shown by a statement of the rates paid to Engine Drivers, Firemen, and Fitters, on the Victorian and Hobson's Bay Lines, that the rates paid by this Company will bear favourable comparison with them.

The Committee regret that Mr. Kemp should have repeated in his evidence before them the statement he before verbally made at the Board meeting, referring to the hours occupied on duty by the officers of the Company. The Board will recollect that the Secretary subsequently to the verbal statement gave a full and complete denial to Mr. Kemp's assertions, to the satisfaction of the Board, when Mr. Kemp expressed surprise that so much notice should be taken of his casual remarks; but he has notwithstanding repeated them. The evidence of Mr. Lord and the enquiries made by the Committee warrant them in saying such strictures were uncalled for. In this place the Committee feel called upon to remind the Board of the fact, that the Auditor-General, Mr. Manley, after a close personal examination of the accounts of the Company, has recently reported most favourably of the course of business in the hands of the present officers. The Committee need scarcely add that this testimony from such a source is highly complimentary to the Secretary and other Officers, and ought to give satisfaction to the Board.

The Committee therefore, whilst fully alive to the importance of economy when practicable, beg to recommend that no further alterations be made in the arrangement of offices, and in the pay-sheet, than has been made since this Committee was first appointed, and which have obtained the approval of the Board.

(Signed) RICHD. GREEN.  
ALEX. WEBSTER.  
JAMES ROBERTSON.

#### FINANCE COMMITTEE.—PROGRESS REPORT.

July 2nd, 1871.

THE Committee, having considered the Report transmitted to them by the Directors with reference to promotions and appointments consequent upon the removal of Mr. Cunliffe, deem it necessary to submit a Progress Report, as the General Report of the Committee is not likely to be ready for some time; and it is undesirable that the Officers told off for casual duty should remain away from their quarters at additional expense to the Company.

The Committee have therefore to report that, in their opinion, the arrangements suggested by the Secretary should be made; and they have directed to be attached to this Report full details, by the Secretary, of the grounds on which his Report has been made.

(Signed) RICHD. GREEN, *Chairman.*



## MEMORANDUM BY THE SECRETARY.

THE default of Mr. Cunliffe having presented an opportunity for making further reductions in the Staff expenditure,—a question which had for some time past occupied my attention, and had resulted in recommendations which the Board had been pleased to adopt, by which about £300 per annum has been reduced,—I sought the opinion of the Accountant on further reductions.

He called my attention to the fact that the Goods Clerk's duties at Longford had proved insufficient for the employment of a first-class Clerk at that Station, and recommended that a youth should be put into this Office,—a suggestion which at once recommended itself to my approval.

This enabled me to recast the Staff, so as to offer promotion to Officers already in the Service, and at the same time to reduce the expenditure favourably for the Company's interests. The proposal, therefore, which I submitted to the Board, and which now has the approval of the Finance Committee, is this,—

- (1.) That the Station Master at Deloraine be removed to Launceston, at his present salary and allowances. This effects a saving of £25.
- (2.) The Station Master at Westbury be promoted to Deloraine, at his present salary and allowances. This effects a saving of £55.
- (3.) The Goods Clerk at Longford be promoted to be Station Master at Westbury. His salary will be the same, but the allowances increase his income about £30 per annum.
- (4.) Two Juniors to be selected from the former applicants,—namely, Mr. Padman for Deloraine, and Mr. Skelley for Longford. These would seem to be good appointments, the former at a salary of £52 and the latter of £50.

By this arrangement a total saving of about £550 per annum will have been effected since the Secretary asked for the present Committee.

H. DOWLING, *Secretary.*

*To the Committee.*

## EXTRACTED FROM PAY SHEETS.

*Launceston Station.*

	£	s.	d.
Station Master .....	150	0	0
Allowances in lieu of wood and water .....	20	0	0
Goods Clerk .....	100	0	0
Booking Clerk .....	80	0	0
Foreman Porter, per day .....	0	6	8
3 Porters, ditto .....	0	5	0
Pointsman, ditto .....	0	6	0
Night Watchman .....	0	5	0

*Evandale Road.*

Station Master .....	100	0	0
Allowance .....	20	0	0
Porter and Signalman, per day .....	0	5	0

*Perth.*

Station Master .....	120	0	0
Allowance .....	20	0	0
Porter, per day .....	0	5	0
Signalman and Gate Keeper, ditto .....	0	3	4

*Longford.*

Station Master .....	150	0	0
Allowance .....	31	10	0
Clerk .....	50	0	0
Foreman Porter, per day .....	0	6	8
2 Porters, ditto .....	0	5	0
Working Engines and Pumps, ditto .....	0	7	0

*Westbury.*

Station Master .....	120	0	0
Allowance .....	20	0	0
Porter, per day .....	0	5	0

*Exton.*

Clerk in Charge .....	75	0	0
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*Deloraine.*

Station Master .....	120	0	0
Allowance .....	20	0	0
Clerk .....	52	0	0
Foreman Porter, per day .....	0	6	8
Porter, ditto .....	0	5	0
Working Engines and Pumps, ditto .....	0	7	0

<i>Locomotive Department.</i>			
	£	s.	d.
2 Engineers (Fitters), per day .....	0	12	0
1 ditto, ditto .....	0	9	0
Carriage Builder, ditto .....	0	11	0
Assistant ditto, ditto .....	0	10	0
3 Engine Drivers, ditto .....	0	11	0
2 Firemen, ditto .....	0	8	0
1 ditto, ditto .....	0	7	6
Blacksmith, ditto .....	0	10	0
Striker, ditto .....	0	6	6
3 Cleaners, ditto .....	0	6	6
3 Labourers, ditto .....	0	5	0
19 Gatekeepers (women), per week .....	0	6	0
<i>General Staff.</i>			
Secretary .....	500	0	0
Personal Allowance .....	100	0	0
Accountant .....	300	0	0
Audit Clerk .....	200	0	0
Check Clerk .....	50	0	0
Cashier Clerk .....	100	0	0
Locomotive Superintendent and Traffic Manager .....	500	0	0
Clerk .....	100	0	0

## LAUNCESTON AND WESTERN RAILWAY.

MR. KEMP *examined before Finance Committee.*

Mr. Kemp explained prior to giving evidence, that in such evidence he did not refer to officers but to offices, and he wished this borne in mind.

To commence with the principal offices, Mr. Kemp would dispense with the Secretary of the Company, who is now receiving £600 a year, and the Traffic Manager, who is receiving £500 a year, and appoint a Locomotive Foreman at 4 guineas per week. Make the present Accountant Traffic Manager and General Superintendent in addition to his present duties, at his present salary of £300 a year; and make the Audit Clerk Accountant at his present salary of £200. In these small undertakings it is not necessary that the offices should be so separated as in large undertakings. The Secretary's Junior Clerk to be left to his present duties, and to assist, as required, the Traffic Manager and Superintendent as an Assistant Secretary, say at about £20 a year more added to the £100 which he is now getting, if found necessary.

I do not think that the junior clerk in the Audit Office can be dispensed with if the arrangements I propose are carried out. I would dispense with the Secretary's Messenger, and get a lad at half what the present man is now receiving. I could get plenty of lads; and think it ridiculous to pay a Messenger £72 a year.

*Station Master, Launceston.*—I would do away with this office at the Terminal Station, which does not require a Station Master where the Secretary, Traffic Manager, and Locomotive Superintendent, and Accountant are always present. There are too many men in authority at this station. The present Traffic Manager's clerk should do Station Master's duty in addition to his present duties. With these alterations, and a good man in the goods shed, and the Secretary's clerk to act as collector, the work could be performed well.

Mr. Kemp took this opportunity to mention that in carrying out these suggestions it would be necessary for the officers to devote a few more hours of their time to business than they do at the present time. It is impossible for *gentlemen* coming down late in the morning and leaving early in the evening to do the amount of work that is required of them. In the other Colonies Railway officers work much longer hours than the staff of this undertaking do.

The Booking Clerk I would keep, and give him extra duties in addition to the present very light clerical duties he has now to perform; his time ought to be fully employed. The Traffic Manager would be able to fill up his time. I would leave the Goods Clerk at £100 a year.

With reference to the Foreman Porters, I think they are being paid too much, and that 35s. a week is quite enough.

There are 5 Porters at Launceston—£382 per annum. I would reduce them to two, which with the Foreman Porter would be quite enough; and would employ casual labour at, say so much an hour: there are many labourers in this town who would prefer such work. I would reduce the Watchman to £52 per annum.

In working out a statement to show the amount of saving proposed, it would be necessary to add the present allowance received by the Station Master, viz., £20 per annum.

*Evandale.*—Instead of, as at present, a Station Master at £100 a year and an allowance of 10s. per week, a superior kind of working Porter should be appointed. It is true the present Station Master only gets a little more than a Head Porter's wages, but a smart man who could make himself generally useful

is what is wanted, and there are plenty to be got. The rate of wages, including house-rent, lighting, and fuel allowance, should be 35s. per week; another Porter, if required, to mind the gate and assist in the Station work, at 25s. per week.

*Perth.*—Same as Evandale. A working Station Master at 35s. a week, with house-rent, fuel, and lighting allowances. There are many competent men who would be glad to take it, with a boy to assist if necessary.

*Longford.*—The Station Master here receives too much salary for the duties he has to perform. I should either do away with the Station Master, or induce him to accept a lower rate of wages; and in the event of his not accepting such reduction, make the present Goods Clerk Station Master and do away with the office he now holds, and, with a smart junior at £20 or £30 a year, the work at this Station could be well performed. The Head Porter should be reduced to 35s. per week.

*Westbury.*—A working Station Master the same as at Evandale, doing away with the present Station Master, and employing a smart boy and one Porter. I would also do away with the woman Gatekeeper. The Porter could manage the gate and perform the Station duties as well.

*Deloraine.*—Reduce the Station Master to £150 per annum, including house and fuel allowance. With two Porters at 25s. per week, and a smart boy for £20 or £30 a year, the work could be well performed.

*Locomotive Department.*—In my opinion two engines under steam are quite sufficient with the limited traffic and number of trains at present running; and if the concern was in the hands of a private Company it would be well worked in this way.

*Query by Mr. Green.*—What is the distinction between this and a private Company? *Mr. Kemp.*—I consider a very great deal, because this company only supplies one-ninth of its construction capital and the Government the other eight-ninths; and if it were all subscribed capital by shareholders only they would insist upon such reductions as I have herein suggested.

I consider three Fitters looking after the new locomotives and rolling stock too much. If it be necessary to employ three Fitters now, what will it require two or three years hence? I also consider that 10s. a day for each Fitter would be quite sufficient.

*Carriage Foreman.*—One Carpenter is quite sufficient at 10s. a day. Two Drivers and two Firemen are sufficient instead of three.

Upon a question being asked Mr. Kemp whether 135 miles a day was not too much for one locomotive, he admitted that it was too much, but that two Drivers ought to be sufficient to run three engines if the men are made to step off one foot-plate on to the other.

In my opinion there is sufficient time for them to blow off and do what is required to the engine before leaving it.

*Blacksmith and Striker.*—I do not consider that either could be done without.

There ought to be only two cleaners and two labourers. My opinion is that even two labourers would do, but, at the same time, I am not conversant with the work they have at present to perform.

Overhauling a carriage is the work of five minutes, and in Victoria there is only one man in the Melbourne yard to overhaul the whole of the stock and mark off what is to be repaired.

Mr. Kemp, however, admits that although our rolling stock is new, it requires a great deal of repairing, &c., in consequence of the faulty supervision in England prior to its being sent out.

*Mr. Webster asked Mr. Kemp.*—In dispensing with the Secretary how the correspondence of the Company could be carried on, and who would attend the Board meetings.

*Mr. Kemp.*—I consider the present Accountant quite capable of doing that, together with his other work, and what is (previously) suggested, and if I had the management of the undertaking I should expect him (the Accountant) to do a great deal more. If he were not found capable to do all it is very easy to employ a little clerical assistance.

*Mr. Webster.*—In reference to the telegraph line which will soon be in operation, does Mr. Kemp suppose superior porters would be capable of carrying on the telegraph business?

*Mr. Kemp.*—Certainly, with the assistance of a lad.

#### MR. JETTER examined.

I do not consider that I can recommend any alteration in the locomotive department. I believe that the expenses will compare very favorably with any like undertaking. There are three fitters whose time is fully occupied with the engines and rolling stock. The two senior fitters examine each engine after every journey, and do any repairs or adjustments that may be necessary, also a variety of other work,

including special tools, screwing taps, &c., for the machine shop. The other fitter is fully employed upon the rolling stock. At the present time the break vans are being provided with extra weights, by the addition of a false bottom packed with rail ends, to give them more power in pulling up the trains, and to prevent skidding on the rails.

The carriages and wagons are overhauled every day, and there is constantly something to be done: the idea is very erroneous that because engines and rolling stock are new, they require no attention. Cases of broken buffer and drawbar springs have several times occurred. I do not think any increase of staff will be required for some time to come unless it be a turner, as the fitters already engaged are also good turners. Carriage builders.—These two men are fully employed; the fitting of break blocks alone occupies considerable time; they are now working at the break-vans; there is a variety of woodwork constantly occurring that serves to keep them busy.

The working of the trains might be done with two engines, but the engines would suffer; in fact, it was tried after the Line opened, and found not to answer.

I would not undertake to have drivers stepping from the foot-plate of one engine to another; have had many years' experience on three different Railways before coming here, and found such a course universally objected to. It would be impossible for the drivers to blow off and attend to their engines if such a plan were adopted, and therefore other men would be necessary to take charge of them.

There is a variety of work to be done after the engine has ceased running; indeed such a plan would be most objectionable and damaging in every way. Cannot do with less than three laborers, whose time is most fully occupied, coaling engines, greasing, assisting to lift wagons, cleaning out engine pits, and sometimes helping in the goods shed; am quite certain that no reduction could safely be made.

*Longford Station.*—Were there not an efficient Station Master at this Station, one well acquainted with the shunting of trains, serious damage might result; and it is an important point, being the Station where the up and down trains pass.

*Launceston.*—Here also a Station Master is indispensable, a responsible head is necessary, the bulk of the traffic being received at this Station.

#### MR. LORD *examined.*

I am acquainted with the evidence given to the Committee by Mr. Kemp with reference to the proposal to do away with a Secretary, and make the Accountant perform these duties; it is simply impossible. As the Committee are aware the duties of an Accountant require him to be free from interference arising out of duties outside his office; that, but for the desire to economise, another junior would have been asked for in the office. The time of the staff is fully occupied with present duties, which have been lately increased by keeping the books of the Storekeeper's department, and by the returns which Mr. Manley will require. It would be impossible for the Audit Clerk to do anything additional to his present work. The junior clerk is absolutely necessary, and had not the appointment been given to one naturally quick the work could not have been satisfactorily done. What Mr. Kemp calls the Secretary's messenger is the messenger for general purposes. He cleans the offices, attends to the fires, attends to the Post Office several times a day, and delivers and receives all messages for every department at head-quarters. He is fully employed. In my opinion a lad could not do the work; one has been tried and failed.

From my Railway experience of 12 years, I say it is quite impossible to do without a Station Master, an experienced officer, at Launceston, where shunting operations are necessarily extensive. The Station Master has general supervision of loading and unloading produce and delivery of the same, and all other business; his attendance on the platform forming a very small portion of his duty. With regard to the time occupied by officers, I am not aware of the practice in the other colonies, but speaking from English experience the hours here are quite equal to them. The Booking Clerk's duties may be light, but his hours are very long; he has to be here at half-past seven, and is very fortunate if he gets away by half-past seven P.M. When the telegraph is working it is intended he should assist, and his time will be then very fully occupied; indeed he will require help. With reference to the pay of porters, the Committee must remember that on the first list of wages suggested by the Secretary the porters were put down at 25s. and the foreman at 35s., and Mr. Kemp frequently to myself ridiculed the idea of the prices named, and told me I must not judge of remuneration here by my English experience. I am of opinion that the employment of casuals would be found expensive and inconvenient. It is necessary to have such a staff of men as can at any moment allow of one being told off for duty in case of illness or otherwise at other parts of the line. I am perfectly satisfied that with reference to the line of out-stations the utmost economy has been now obtained. I am prepared to submit a comparative statement of the expenses and receipts of small stations on the Victorian Lines, as compared with those on our Line, showing that their expense is greater than ours. There is no Station on the Victorian Lines in charge of a superior porter at less than £120 per annum.

The suggested alterations at Longford are impracticable. The improvements already carried out will meet the case. It is necessary to have a thoroughly competent man at Longford as Station Master.

The proposals respecting Westbury are fallacious; no further alterations can be made.

I desire to add that the existence of telegraphic communication will increase the duties along the Line, and add to the Audit Office work very considerably.

In submitting the tabulated comparative statement of small Victorian Stations with Launceston and Western I have included Launceston twice to compare with Kyneton and Woodend, and to make the comparison more fair.

It will be observed that the management of the Victorian Railways cost £15,061 4s. in the year 1869; the Launceston and Western is costing at the rate of £1850: the mileage of the Victorian Railways in 1869 was 254, and the Launceston and Western is 45. Of course there can be little comparison as to the traffic, but does it not speak favourably in an economical point of view that the Launceston and Western management is only one-eighth, whilst the mileage is one-fifth?

### COMPARATIVE STATEMENT.

VICTORIAN RAILWAYS' DEPARTMENTAL EXPENSES, YEAR 1869.			LAUNCESTON AND WESTERN RAILWAY DEPARTMENTAL EXPENSES FOR ONE YEAR.		
	£	s. d.		£	s. d.
Locomotive Superintendent's, Clerk's, and Traffic Manager's Office.....	5527	6 9	Locomotive Superintendent's and Traffic Manager's Office .....	600	0 0
Secretary's Office.....	2562	2 3	Secretary's Office .....	700	0 0
Accts. Office.....	3881	8 11	Accts. and Storekeeper's Office .....	550	0 0
Storekeeper's Office .....	3090	6 0			
	6971	15 0			
	£15,061	4 0		£1850	0 0

### COMPARATIVE STATEMENT of the smallest class of Stations on the Victorian Railways, (1869), with the Stations of the Launceston and Western Railway Company.

VICTORIAN RAILWAYS, FROM REPORT OF 1869, TABLES Nos. 14 & 17.				LAUNCESTON AND WESTERN RAILWAY,—BEING A MODERATE ESTIMATE, BASED UPON PAST TRAFFIC.			
	Passengers.	Tons.	Wages.		Passengers.	Tons.	Wages.
			£				£
Digger's Rest .....	574	712	101	Hagley .....	600	350	Nil.
Harcourt.....	1124	427	81	St. Leonards, Oaks, Glenore, Bread- albane .....	2000	300	Nil.
Moorabool .....	278	424	128	Exton .....	3120	1746	70
Rochester .....	2568	1744	148	Evandale .....	5403	1000	178
Taradale .....	5616	795	159	Bishopsbourne ....	2100	1013	Nil.
Leithbridge.....	1925	881	151	Launceston .....	29,736	17,463	849
Kyneton .....	17,706	16,971	1289	Launceston .....	29,736	17,463	849
Woodend .....	7159	*38,095	1228	Perth.....	6231	1021	198
Kangaroo Flat ....	2866	6700	516	Longford .....	12,645	7340	460
Runnymede .....	4072½	6053	635	Deloraine .....	9738	6284	432
Sunbury .....	5667	9603	606				
11 Stations.	49,555	82,405	5042	13 Stations.	101,309	53,980	3036

\* Wood Traffic.

(Westbury, L. & W.—Passengers, 9450; Tons, 1623; Wages, 205).—making actual yearly Wages and Salaries (L. & W. R.) £2932 for 13 Stations, comparing with £5042 for 11 Stations of the Victorian Railways.

### MR. JOHNSTON examined.

I am well acquainted with the state of Railway affairs in Great Britain for the past 12 years, and I have considerable practical acquaintance with the working duties of all the Departments.

I have also a practical acquaintance with the work of several departments on the Victorian Railways, including Audit Office and Station duties.

I estimate the duties of the Victorian Railway Audit Office to be about 3 times greater than that of the Launceston and Western Railway Company, on the basis that the Station accounts opened are nearly 3 to 1. The value or amount of work done at any one Station does not, perceptibly, affect the work of the Audit Office.

I estimate the duties of Storekeeper's Office in the Launceston and Western to be about one-fifth of the corresponding duties on the Victorian Railways. I submit herewith table of comparison.

The average time on duty in the Railway Audit Office in Great Britain is—per day, 7 hours; per week, 38 hours. In the Victorian Audit Office—per day, 6 hours; per week, 33 hours: whereas the regular fixed hours in the Launceston and Western Railway Company's Audit Office are  $7\frac{1}{2}$  hours per day, or 42 hours per week; but these hours, from my experience, have been exceeded each week by at least four or five hours since the opening of the Line.

On the Victorian Railways, where there are late and early trains, the duties are performed by two shifts of men, embracing Booking, Parcels, Telegraph Clerks; Engine Drivers, Guards, Porters, &c. First shift from early train until 2 P.M.; second shift from 2 P.M. until departure of late train.

While Mr. Jones was in office they dispensed with the Station Master at Melbourne; but in July, 1870, they found it necessary to re-appoint a Station Master (the present, Mr. O'Malley).

The wages of Porters on the staff of the Victorian Railways are not less than 7s. per day. Temporary hands employed at terminals, whose duties are chiefly confined to washing carriages, &c. are paid at the rate of 6s. per day.

Generally, salaries of Officers, Station Masters, and Clerks, and wages of Guards and Porters, are 50 per cent. less on the Launceston and Western Railway than on the Victorian Lines.

*COMPARATIVE Statement of Cost per Year.*

<i>Victorian Railways, 1869.</i>				<i>Launceston and Western Railway Company.</i>			
	£	s.	d.	£	s.	d.	
Accountant's Office .....	3881	8	11				Accountant's and Storekeeper's Office ....
Storekeeper's Office .....	3090	6	1				550 0 0
			6971 15 0				

The Accountant's and Storekeeper's Offices on the Victorian Railways being 12·6 times more expensive than the corresponding offices on the Launceston and Western Railway, and relatively to work performed, fully three times the cost.

(Signed) ROBERT JOHNSTON.

*MR. DOWLING examined.*

Since the present Committee was asked for, as the members are aware, such reductions have been made in the pay sheets as I think should be satisfactory. They certainly are all that can be made at present.

With regard to the rates of wages paid in the Locomotive Department, I have letters from the Traffic Manager of the Victorian Lines, and the Secretary and Manager of the Hobson's Bay, giving the rates of pay on their undertakings. On the Victorian Lines the wages for Drivers are from 12s. to 15s. per day, 8 to 10 hours; Firemen 9s. to 10s., same hours; Fitters 10s. to 12s. per day of 8 hours.

The Hobson's Bay Company pay Drivers from 12s. to 15s. per day, Firemen 9s., and Fitters 11s. per day of 10 hours. Whereas our Drivers have 11s. per day, Firemen from 7s. 6d. to 8s. per day, and Fitters 9s. to 12s. per day of 9 hours, so that our rates, particularly having reference to the very superior class of men we have as Fitters and Drivers, are considerably lower.

I place entire reliance on the evidence of Mr. Lord, Mr. Jetter, and Mr. Johnston, who have had very extensive experience in the working of Railways, which Mr. Kemp has not had. I can bear testimony to the very unselfish and candid conduct of these gentlemen during the whole period of their employment, in the course of which the working arrangements have been suggested and carried out, and I am confident the Directors may accept their evidence without hesitation.

I am aware Mr. Kemp repeats a statement made by him to the Directors some time since, to the disparagement of the Officers' daily period of service. I then reported my regret that Mr. Kemp (wholly exempt from any responsibility, as he is) should from his official stand-point make assertions so utterly groundless, to the prejudice of officers so deserving your confidence; and I unhesitatingly affirm that if such a course could be long persisted in, the Directors would not retain the services of a single officer of the slightest pretension to respectability.

With regard to salaries, I believe that they cannot be further reduced with regard to the interests of the Company. I held the belief that the time had arrived for a reconsideration of the appointments, which were necessarily, to some extent, experimental at openings, and therefore I asked the appointment of this Committee on the Pay-sheets. Since then the reductions amount to about £550, and I consider the extreme point of economy has been reached.

It is questionable whether the opening of the telegraph line may not necessitate extra labour; but I shall endeavour to work it without additional cost. I wish to say here, which doubtless the Committee have observed, that it is not possible always to maintain efficiency in any undertaking at a cost exactly proportionate to revenue.

The efficiency of the management is the necessary precursor to the earning of revenue; and increase of revenue does not always involve increase of expenses of management.

In the case of this undertaking your expenses are at a minimum, but a very large increase in revenue would leave your principal expenses the same. With reference to my own salary, the Committee are aware that it is £500 per annum. I left a situation equal to £400 per annum to take the post of Secretary. The actual payment is £600, it is true, but the Committee are aware that the additional £100 has been paid in consideration of a specific agreement for special duties, made with the Provisional Directors long before I had any expectation of occupying the post of Secretary to the Company; when, indeed, it was problematical whether the Company would be floated or not: and in lieu of shares, which the said special agreement provided to be given for the services performed. A letter on the subject from myself to the Board has been referred to the Committee for consideration and report.

DEAR SIR,

*Launceston and Western Railway Company,  
Launceston, 15th June, 1871.*

I SHALL be obliged if you will, at your early convenience, inform me the rates paid the engine drivers and firemen on your Line; also the rates paid to first-class locomotive fitters.

Yours truly,

(Signed) H. DOWLING, *Secretary.*

*The Secretary Hobson's Bay Railway Company, Melbourne.*

*The Melbourne and Hobson's Bay United Railway Company,  
Secretary's Office, Flinders-street, Melbourne, 20th June, 1871.*

SIR,

IN reply to your note of the 15th instant, requesting to be informed the rate of wages paid to engine drivers and firemen, also to locomotive fitters employed by the Company, and the number of working hours, I have to inform you that the rate paid to engine drivers varies from 12s. to 15s. per day, firemen receive 9s., and fitters 11s. per day,—ten hours is the uniform period of duty.

I am, &c.,

(Signed) THOMAS FINLAYSON, *Secretary.*

H. DOWLING, *Esq., Secretary.*

*Launceston and Western Railway Company, Limited,  
Launceston, 15th June, 1871.*

DEAR SIR,

YOU will oblige me by giving me the rates paid engine drivers and firemen, also first-class locomotive fitters on the Victorian Lines, with their working hours.

Yours truly,

(Signed) H. DOWLING, *Secretary.*

W. M. FEHON, *Esq., Victorian Railways.*

*Victorian Railways, Traffic Manager's Office,  
Melbourne, 19th June, 1871.*

DEAR SIR,

YOUR letter of the 15th instant duly received. I enclose the information you require as given by our Locomotive Superintendent, Mr. Meikle.

Yours truly,

(Signed) W. M. FEHON, *Traffic Manager.*

H. DOWLING, *Esq., Secretary.*

19th June, 1871.

Wages—Drivers, 12s. to 15s. per day, 8 to 10 hours.

Firemen, 9s. to 10s. ditto, ditto.

Fitters, 10s. to 12s. ditto, 8 hours.

(Signed) WM. MEIKLE.

*Launceston and Western Railway Company, (Limited), 7th July, 1871.*

DEAR SIR,

YOUR note of the 19th ult., with enclosure, duly arrived to hand, and I thank you for your polite and prompt attention.

I am encouraged by this to trouble you further, though really afraid I am intruding on valuable time.

I want a list of staff employed, or rather the wages paid; and whether you have a Station Master at Spencer-street; and if not, by what officer the ordinary duties of such an officer are performed; say,—Station Masters, maximum and minimum rate; Foremen Porters, ditto; Porters, ditto; Guards, ditto; Clerks, first, ditto; Clerks, junior, ditto. Average hours.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

W. M. FEHON, *Esq.*

*Victorian Railways, Traffic Manager's Office,  
Melbourne, 13th July, 1871.*

DEAR SIR,

I DULY received your letter of the 7th instant, and with much pleasure answer the queries therein contained, and add some further information as to grades not mentioned in your enquiries.

The pay of Station Masters ranges from £150 to £300 per annum; Porters in charge, 8s. per day, 7 days in the week; Head Porters (only at large Stations), 8s. to 10s. per day, paid only for days on duty; Porters, 7s. to 8s. per day, ditto; Signalmen at Junctions, 8s. to 9s. per day, ditto; Pointsmen, 6s. 6d. to 8s. per day, ditto; Passenger Guards, 9s. 6d. to 10s. per day, ditto; Gatekeepers, 2s. to 6s. 6d. per day, 7 days in week.

NOTE.—Porters in charge at small Stations occupy the same position as Station Masters in regard to their duties, with the addition of having also to do the manual work of the Station. The lowest paid class of Gatekeepers are generally the wives of permanent-way men, and are stationed at crossings where there is not much traffic.

Goods.—Clerks in charge at Melbourne, £275 to £325 per annum; Clerks who receive Cash and keep Warehouse Ledger, £200 per annum; Clerks, Abstract, £175 per annum; Clerks, receiving and delivering, £150 to £175 per annum; Foremen Porters (only at large Stations), 9s. to 10s. per day; Goods Guards, 8s. 6d. to 9s. for days employed; Weighing and Receiving Porters, 7s. to 8s. per day, 6 days in week; Door Porters, 6s. 6d. to 7s. per day, ditto; Labourers in Country, (at most Stations), 7s. per day, ditto; Labourers in Melbourne, 6s. per day, ditto.

The latter are only employed as needed,—their time being kept by a timekeeper; and they are liable to be knocked off at the  $\frac{1}{2}$  or  $\frac{3}{4}$  day, when their services are not required.

Clerks acting as Telegraph, Booking, and Parcels Clerks combined, receive from £80 to £150 per annum; and young beginners are paid 3s. to 4s. per day until reported fit to go on the staff, when they commence at £80 per annum.

As to hours, the Goods Staff do not as a rule work more than 8, exclusive of 1 hour allowed for dinner.

The Passenger Staff at Country Stations have, of necessity, to be on duty during the whole times trains are running, which may average 11 hours; but, as a rule, the men have time to themselves between train hours, especially in the evening.

As to Melbourne Station, we tried some time since to work it with a Platform Inspector, who combined supervision of the parcels business with platform duties, but I found it did not work well,—so there is now a Station Master at £300 per annum; and, as the original quarters have been converted into offices, he is allowed in addition £50 per annum in lieu of quarters.

I have, &c.

(Signed) W. M. FEHON, *Traffic Manager.*

H. DOWLING, *Esq., Secretary L. & W. Railway.*

TAKING THE MANAGEMENT OF THE LINE ON THE CONCLUSION OF  
THE CONTRACT, AND ARRANGEMENTS CONSEQUENT THEREUPON. Nos.  
800 TO 808.

800.

*Railway Commissioners' Office, Public Buildings, Launceston,  
25th October, 1871.*

SIR,

THE time is approaching when the Contractors will hand over to the Launceston and Western Railway Company the maintenance of the Line. The Engineers were consulted as to its future working details. They have favoured the Directory of the Company with a report thereon, a copy of which I have the honor to enclose for your information.

Although I have as a rule abstained from interfering with official details, I deemed it but right to point out to the Directory that the revenue of the Railway cannot allow of such a staff as that recommended in this Report, but that the arrangements should be more to turn to account those now engaged upon the Line, and by a strict economy, while not forgetting efficiency as far as in the Board's power, turn the income to the best account. I am glad to say that this advice has been viewed favourably, and that a Sub-Committee of the Directory has been appointed to consider and to report the result at the next weekly Board meeting.

When given I will again advise you of.

I have, &c.,

*The Hon. the Colonial Secretary.*

(Signed) SAML. V. KEMP.



(Copy.)

*Launceston and Western Railway Engineers' Office,  
Launceston, 18th October, 1871.*

DEAR SIR,

As you requested us some time since to supply you with information concerning the number of men that will be required to keep the Line in perfect working order after it has been taken over from Messrs. Overend and Robb, we beg to lay before you, for the information of the Board, the following remarks on this subject.

We must premise by saying that in dealing with this question we have kept in view the necessity for economy so far as this is compatible with the maintenance of the Line, which latter consideration is of the first importance.

If we were advising you under other circumstances, we should adopt the practice of England, and recommend the employment of a Resident Engineer of good professional standing; but adopting the plan which we recommend,—that the Directors, if any special circumstance arises, should seek the advice of a consulting Engineer,—we think the following staff will meet the requirements of the Company, and that it will be sufficient to keep the Line in perfect working order.

1st. Inspecting Surveyor, say at an annual stipend of from £260 to £275, (the person appointed to this office should be a duly qualified Surveyor).

2nd. Sub-Inspector for the permanent way at £3 per week.

3rd. Nine gangs of men, each gang consisting of one gauger and four men. The wages of the gauger would be 8s. per day, and that of the men 5s. in winter and 6s. in summer per day. And we suggest that the Line be divided into the following lengths :—

- No. 1 gang from Launceston to 4th mile-post.
- No. 2 ditto, from 4th mile-post to 8½ ditto.
- No. 3 ditto, from 8½ ditto to 12½ ditto.
- No. 4 ditto, from 12½ ditto to 17½ ditto.
- No. 5 ditto, from 17½ ditto to 23 ditto.
- No. 6 ditto, from 23 ditto to 29 ditto.
- No. 7 ditto, from 29 ditto to 35 ditto.
- No. 8 ditto, from 35 ditto to 40½ ditto.
- No. 9 ditto, from 40½ ditto to end.

We have arranged these lengths on the basis of the nature of the country that the Line goes through, also taking the curves into consideration.

The Inspector should have full power to move the gangs to any part of the Line at his discretion, and to dismiss men either for misconduct or not being required on the work.

The Sub-Inspector should make a weekly report to his superior officer, say up to Saturday night; but if any circumstance out of the ordinary routine work should occur, he should report the matter without delay.

Some of the regulations in the Book of Rules will require revision, as it would be impossible for a foreman of platelayers with the above-named number of men to comply with them.

It will be necessary to provide for each gang the following tools :—4 beaters, 4 heavy bars, 1 lifting lever, 1 lorry (light), 1 heavy wooden maul, 1 straight and 2 sights, 1 gauge bar.

We have not mentioned shovels in the above list, as the men always provide them, or pay for them if provided by the Company.

Messrs. Overend and Robb charge their men 6s. per shovel.

It would be necessary to have a few beaters in stock to replace those undergoing repair.

It would also be necessary to have a couple of rail straightners, "jim crows," in stock.

We shall be glad to furnish you with any other information that the Board may require to enable it to keep the Line in working order after the period of maintenance by the Contractors has expired.

We have, &c.,

(Signed) DOYNE, MAJOR, & WILLETT, *Engineers.*

HENRY DOWLING, *Esq.*, *Secretary.*

REFERRED to the Commissioners.

(Signed) J. M. WILSON.  
28 Oct. 1871.

*The Hon. F. M. INNES.*

AFTER the Report of the Sub-Committee has been received I shall advise the Colonial Secretary, but pending such Report it appeared to me premature to do so.

F. M. INNES.  
30th Oct. 1871.

## 801.

*Railway Commissioners' Office, Public Buildings, Launceston,  
7th November, 1871.*

SIR,

FOLLOWING up my communication to you of the 25th ultimo, relating to the future maintenance of the Launceston and Western Railway, I have now the honor to forward for your information the remainder of the correspondence upon the same subject.

I have also to inform you that the Contractors, Messrs. Overend and Robb, were, on the 1st instant, relieved of the maintenance of the permanent way of the Line only, the Company's Engineers undertaking, in addition to the supervision of maintenance provided for in their contract, the entire management of the same, until the Directory determine and mature their plans for the future maintenance of the Line.

The Engineers have stated to the Directory that they do not feel themselves justified in taking over the whole of the works from Messrs. Overend and Robb, in consequence of several minor matters remaining unfinished, but which will be all completed in a short period.

It is contrary to my desire to offer any obstacle to the arrangements suggested by the Committee, to whom this question of maintenance was referred; but it is only right that I should express my doubts as to how far the Secretary of the Company is capable of taking the direction of the maintenance and telegraph officers. This, however, is only my opinion.

I believe there are officers in the employ of the Company, and whose time is not fully occupied, who are fully competent from past experience to supervise these departments much more profitably than the Secretary of the Company.

I have, &c.,

(Signed) SAML. V. KEMP.

*The Hon. the Colonial Secretary, Hobart Town.*

## REPORT OF COMMITTEE ON MAINTENANCE.

(Copy.)

THE Committee to whom this question has been referred are fully impressed with the great importance of the maintenance of the Line being kept up, from the moment it passes from the Contractors to the Company; but the question of funds available for the purpose is embarrassing. Presuming the gaugers to be working men, each exercising proper control over his gang, the Committee recommend that a reconsideration of the report made by the Engineers be requested.

They submit that if the gaugers are employed as suggested, the foreman or sub-inspector of platelayers may be dispensed with, the inspecting surveyor doing the work. They also recommend for consideration whether eight gangs of five men may not be sufficient for the summer months. They recommend that an advertisement be prepared for an inspecting surveyor at a salary of £250 per annum, and that the concurrence of the Governor in Council be asked immediately.

They approve of the Secretary taking the direction of the maintenance officers and telegraph as proposed by memorandum which they attach.

They are unable to advise the Board with respect to funds. The average weekly income since date of opening has been £250 per week: the requirement will be £310.

Signed by MESSRS. BUTTON, WEBSTER, & TYSON.  
30. 10. 71.

(Copy.)

DEAR SIR,

*Launceston and Western Railway Company (Limited);  
Launceston, 30th October, 1871.*

I AM requested to ask you whether, in view of the pecuniary circumstances of the Company, some modification may not be made in the proposed arrangements for the maintenance staff.

The Committee to whom your report has been referred understand that the "gaugers" are in fact foremen—but working foremen—of their respective gangs. These consist of four men and a gauger. In this case, and presuming the Inspecting Surveyor to be actively engaged in his duties on the Line, is a foreman or sub-inspector necessary? Also in the present state of the Line,—which is presumed to be taken over by the Company in perfect order,—would not 8 in lieu of 9 gangs be sufficient?

I have, &c.,

Messrs. DOYNE, MAJOR, & WILLETT.

(Signed) H. DOWLING, Secretary.

(Copy.)

*Launceston and Western Railway Engineers' Office,  
Launceston, 31st October, 1871.*

DEAR SIR,

WE have to acknowledge the receipt of your letter of the 30th instant suggesting that some modifications might be made in the arrangements for keeping the Line in perfect working order, keeping in view the pecuniary circumstances of the Company.

In reply, we beg to call your attention to the second paragraph of our letter of the 18th instant, in which we state that in dealing with this question we have kept in view the necessity for economy so far as is compatible with the maintenance of the Line; we therefore cannot see our way clear to make any alterations in our former suggestions to the Board on this subject.

You are right in assuming that the gaugers are working men: the gauger is a skilled laborer. It is essential that you have an Inspector continually walking the Line, who will have charge of all the gangs and report to the Inspecting Surveyor.

The Surveyor has general charge of the whole of the works, the putting in of all level pegs that may be required in consequence of the subsidence of the embankments; he would also have to prepare the pay-sheets and disburse the wages to the men, and be directly responsible to the Board of Directors for the condition of the Line throughout.

If these recommendations are not carried out, the Directors run great risks of having the condition of the permanent way and works retrograde,—a disaster from which we are most anxious to save the Company.

We are, &amp;c.,

(Signed) DOYNE, MAJOR, & WILLETT, *Engineers.*HENRY DOWLING, *Esq., Secretary.*

802.

*Office of the Commissioners of the Launceston and Western Railway,  
Launceston, 31st October, 1871.*

SIR,

I HAVE the honor to supply you with further information on the proceedings of the Directory in regard to the Maintenance of the Launceston and Western Railway, which, by Contract, will to-morrow pass from the hands of the Contractors into those of the Company. After protracted consideration the "Report" enclosed\* was adopted without a division.

Much anxiety was evinced to reconcile the expenditure of the Company with its revenue, as estimated on the basis of past receipts. But without being insensible to the practical necessity which exists for the utmost economy being observed, I felt that it would be most injudicious to reject estimates of the necessary cost of keeping the Line in order which had been carefully framed by professional men, and these, men who had had some years' experience of the peculiar sources of expense in keeping this Line in order, and who, moreover, had seen from day to day what staff the Contractors had found it necessary to employ during the period in which Maintenance had devolved upon them.

Whatever may be the eventual management also of this Railway, I believe that you will agree with me that it would be countenancing a delusion to entertain estimates for the Maintenance of the works, or any portion of them, altogether inadequate for the object, and any attempt to conform to which would only amount to postponing expense,—to defray it, with interest, at a future period.

And lest the management should fall into the hands of the Government, I deprecated the too probable odium that would be reflected upon it for an outlay on Maintenance which should compare unfavourably with estimates brought down to the lowest amount, but wholly insufficient, which had been prepared for a temporary purpose.

I am now not without apprehension that in the endeavour to square the estimates of expense so as not to excite or aggravate alarm at the disparity between anticipated revenue and expenditure, the estimates for Maintenance are below the mark.

I have, &amp;c.,

(Signed) FRED. M. INNES.

*The Hon. the Colonial Secretary.*

\* Already printed: see *antè*, Enclosure 1, Mr. Kemp's Letter of 7th November, p. 149.

## MEMORANDUM FOR COMMITTEE ON MAINTENANCE.

I PROPOSE for consideration that the Secretary be the officer in charge of Maintenance and Telegraphic arrangements.

Mr. Jetter is too much occupied in his capacity as Locomotive Superintendent and Traffic Manager to undertake any further duties. I am of opinion also that it would deprive the Company of a very healthy system of check, and counter check, if the departments of Locomotion and Maintenance were united under one head. If, however, this reason did not exist, and Mr. Jetter had the direction of the Maintenance Staff, he would require precisely the same men as those named. It would be impossible for Mr. Jetter to be personally out on the Line, as the Resident Engineer or Inspecting Surveyor must be.

I propose to take the direction of the Telegraph into the Secretary's office, as a surveillance may very well be exercised over this work in connection with the duties of the Surveyor.

*Launceston and Western Railway Engineers' Office, 30th October, 1871.*

DEAR SIR,

HAVING made a careful examination of the Permanent Way, we are of opinion that it is in very good order. We therefore advise that the Company should take the charge of the repairing gangs on the 1st proximo.

The Contractors still have some work to do on the Line before they are entitled to their final certificate for Maintenance of Works.

We are, &c.,

(Signed) DOYNE, MAJOR, & WILLETT, *Engineers.*

H. DOWLING, *Esq., Secretary.*

FROM MINUTES, BOARD MEETING, 31 OCTOBER.

*Consideration of Committee's Report on Maintenance.*

Mr. Webster moved, and Mr. Tyson seconded—That the Committee's Report be adopted.—Carried.

*Consideration of the Engineers' Letter of the 30th October, on Permanent Way Repairs.*

It was resolved that the Engineers be asked to employ such of the men as are at present engaged in maintaining the Permanent Way as they may deem necessary, and undertake their supervision.

803.

*Colonial Secretary's Office, 4th November, 1871.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 31st ultimo, upon the subject of the proposed expenditure for the maintenance of the Line of Railway.

I desire to express my regret that the anticipated requirements for the due maintenance of the Line will exceed the weekly receipts as averaged since the date of the opening, more especially when the necessity for providing for the interest due upon the cost of construction has to be considered in addition.

I note your observations on the question of the proposed reduction by the Directors of the Staff, as calculated to imperil the Line and Works being maintained in a state of perfect order and thorough efficiency; but as the consideration of this matter is clearly within the province of the Company, I do not feel called upon to express an opinion on their decision.

I have, &c.,

*The Hon. F. M. INNES, M.L.C.*

(Signed)

J. M. WILSON.

804.

*Railway Commissioners' Office, Public Buildings,  
Launceston, 23rd November, 1871.*

SIR,

At a Board Meeting of the Directory of the Launceston and Western Railway Company, held on the 14th instant, the following request was made by the Company's Secretary:—

"I beg to ask the appointment of a Committee to enquire into the financial position of the Company, with reference to the future expenditure and revenue. I do this from the conviction that it will be necessary to make some slight temporary financial provision for the period between the present month and the period of increased revenue, which last year's experience has shown may be expected to arise in February; and that the consideration of the question will be more satisfactory to the Board of Directors if passed through the hands of a Committee, with directions to report fully to the Board."

The request was complied with, and Messrs. Green, Robertson, and Weedon were appointed for the purpose mentioned in the request of the Company's Secretary. After a conference, these gentlemen brought up a report on Tuesday last, the 21st instant, a copy of which is annexed for your information.

I deem it but consistent on my part to make the following observations:—

The proposition of the Committee, that the Commissioners should unite with the Directory in lending (£600) six hundred pounds of construction money to work the line during the present dull season, seems to me to be at variance with law, and therefore cannot be entertained.

The Commercial Agents of the Company in England have, without the consent of the Commissioners, used over (£600) six hundred pounds of construction money in the purchase of duplicates and stores which are strictly chargeable to revenue; and I certainly think that this sum should be repaid before any further advances for working expenses are made out of construction moneys.

In regard to that part of the Committee's Report which states that—

“If therefore there had been a liberal allowance of stores out of construction with which to commence running, the Directors would not now have to seek the assistance referred to,”—

I have to observe that, had the Directory applied the (£1200) twelve hundred pounds which they earned by the hire of their rolling stock to the Contractors before the opening of the Line for general traffic to the purchase of stores, &c., instead of applying it to themselves—which went to make up deficiencies in the subscribed capital of the Company,—the Directors would not have been in the dilemma they are at present. I fail to see that they have any right to consideration under this head.

The (£100) one hundred pounds promised to the North Esk Road Trust towards the erection of a Bridge at St. Leonard's.—I cannot see my way clear to sanction this expenditure out of construction money. The outlay is small, but it is the principle that is involved. It would be a bad precedent to adopt, and would, in all probability, lead to serious complications; independent of which, I question if it be not contrary to law,—as the Acts provide the limits within which the capital shall be spent.

The Dr. and Cr. statement furnished by the Company's Secretary, and annexed to the Committee's Report, may be correct; but past experience would lead me to be cautious. I do not for one moment wish to infer that it has been prepared with a view to deceive, but I imagine that the “reins have been given to the imagination,” leaving fortune and futurity to realise their expectations.

Upon a careful study of the question I consider the Company's affairs stand as follows:—

The present expenditure for offices and employees is per annum—

	£	s.	d.
Secretary's Department .....	780	0	0
Accountant's ditto .....	550	0	0
Locomotive Superintendent and Traffic Manager's ditto .....	600	0	0
Locomotive and Carriage expenses .....	2563	3	2
Gatekeepers .....	348	0	0
Launceston Station expenses .....	1158	0	0
Evandale ditto .....	203	19	10
Perth ditto .....	218	0	0
Longford ditto .....	603	4	0
Westbury ditto .....	218	0	0
Exton ditto .....	52	0	0
Deloraine ditto .....	358	0	0
Directors' fees (estimated at) .....	400	0	0
	8052	15	0
Stores and other expenditure, at present £315 per month, × 12 = .....	3780	0	0
Maintenance estimated at £100 per month × 12 = .....	5200	0	0
Total cost of working the Line for 12 months .....	17,032	15	0
This sum of £17,032 per annum is equal to an expenditure per week of (say) .....	327	0	0
The average takings per week from the opening up to the 31st October last have been £278. We have some 5 or 6 weeks of dull time to look forward to which will, in my opinion, reduce the weekly average to .....	260	0	0
Weekly loss as at present working .....	67	0	0

With all due respect to the acknowledged business abilities of the gentlemen composing the Committee, I venture to differ from the suggestions contained in their report by which they propose

to extricate the Directory from an impending embarrassment; and would strongly counsel the necessity of the Government advising them to a general reduction in their staff and working expenses commensurate with their present and future income from traffic resources. I have on more than one occasion advocated this course before the Directory, but I regret to say without any beneficial result.

I have, &c.,

(Signed) SAML. V. KEMP.

*The Hon. the Colonial Secretary, Hobart Town.*

(Copy.)

*Launceston and Western Railway Company, Limited,  
Launceston, 21st November, 1871.*

GENTLEMEN,

IN pursuance of the resolution of the Directors at their meeting to-day, and consequent upon a Report by a Committee, copy of which I enclose for your information, I have to ask you to concur with the Directors in passing the sum of money referred to from the account of the "Company and Commissioners" to the credit of the "Company" on loan, on the understanding that such sum, or sums, shall be repaid to the "Company and Commissioners" account at the earliest possible period.

As explained at the Board Meeting, it is possible that no such loan will be needed; but the Directors must make due provision before the exigency apprehended has arisen, and therefore I have to beg your early attention. I am not aware that I can afford any explanation beyond that which the Report of the Committee so amply supplies.

Upon the other sections of the Report I think it desirable to address you in a separate letter.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Commissioners, Launceston.*

(Copy.)

## COMMITTEE ON REVENUE AND EXPENDITURE.

### REPORT.

THE Committee find that, calculating the revenue of the Company at the present rate per month for the period ending February, 1872, and adopting the rate of corresponding months of the present year for those of 1872, after February next, it will be necessary for the Company to have temporary cash assistance in January and February of about £600, which sum can be repaid in April, as will be explained by the annexed statement. The Company and Commissioners have a credit balance in the Union Bank of London of £790 and upwards, part of the £350,000 original moneys; and the Committee recommend that the Commissioners be asked to advance the said required sums on loan to the Company, to be repaid in April to the credit of the Commissioners and Company.

In making up the annexed account no account has been taken of the probable increase of revenue during the Christmas and New Year holidays, and the race week in February, nor of the expected development of traffic during the second year as compared with the first year of running.

They have not, however, provided for the payment of "duplicates" to arrive from London, feeling that it will be necessary to ask the Commissioners to allow this sum to run over a period of time somewhat analogous to the period during which these stores will be brought into use.

Upwards of £800 of revenue it appears is now locked up in stores on hand, and £242 has been repaid to the "Company and Commissioners" for stores principally expended before the opening of the line; together with the sum of £1042 odd. If, therefore, there had been a liberal allowance of stores, out of construction, with which to commence running, the Directors would not now have to seek the assistance referred to.

Nor have the Committee taken into account the sum of £100 promised to the North Esk Bridge Trust for a bridge and approaches to the St. Leonard's station, being of opinion that this expenditure is so essentially necessary to the utilization of the station at this point that the sum of money in question may reasonably be paid by the "Company and Commissioners" out of the £350,000.

(Signed) R. GREEN.

J. ROBERTSON.

C. J. WEEDON.

20 November, 1871.

	£	s.	d.
Dec. 7. At this date estimated credit of .....	1200	0	0
And to pay .....	1023	0	0
<i>Cr. Balance</i> .....	177	0	0
1872.			
Jan. 4. Revenue at present rate .....	840	0	0
<i>Cr.</i> .....	1017	0	0
And to pay 1023 Stores; 300 Coals .....	1323	0	0
<i>Dr. to provide</i> .....	£306	0	0
Feb. 1. Revenue at present rate .....	840	0	0
And to pay 1023 Pay-shits.; 100 Stores .....	1123	0	0
<i>Dr. to provide</i> .....	£283	0	0
Mar. 1. Revenue same rate as corresponding month, 1871 .....	1240	0	0
And to pay 1023, 100 .....	1123	0	0
<i>Cr. Balance</i> .....	117	0	0
29. Revenue, ditto .....	1782	0	0
<i>Cr.</i> .....	1899	0	0
To pay 1023 and 300 Coals, &c. ....	1323	0	0
<i>Cr.</i> .....	576	0	0
Apr. 26. Revenue, ditto .....	2000	0	0
<i>Cr.</i> .....	2576	0	0
To pay 1023 and 200 .....	1223	0	0
<i>Cr.</i> .....	1353	0	0
Repay moneys borrowed .....	600	0	0
<i>Balance, Cr.</i> .....	753	0	0
May 24. Revenue, ditto .....	1400	0	0
<i>Cr.</i> .....	2153	0	0
And to pay 1023 and 400 .....	1423	0	0
<i>Cr.</i> .....	730	0	0
June 20. Revenue to date, <i>Dr.</i> .....	1000	0	0
<i>Cr.</i> .....	1730	0	0
And to pay 1023 and 100 .....	1123	0	0
<i>Cr.</i> .....	607	0	0
July 18. Revenue rate of corresponding month of 1871 .....	1000	0	0
<i>Cr.</i> .....	1607	0	0
And to pay 1023, 300, and 200 Fees Directors .....	1523	0	0
<i>Cr.</i> .....	84	0	0
Aug. 15. Revenue, ditto .....	1000	0	0
	£1084	0	0

And to pay £1123

REFERRED to the Commissioners.

J. M. WILSON.  
24th November, 1871.

I DEEM it sufficient to observe upon this communication that the Commissioners have unanimously declined to entertain the request of the Company to enable them to meet a contingency which has not yet arisen. Should it arise, the Government may rely on the united discretion of the Commissioners.

Mr. Kemp's reference to the present working expenses, &c. of the Company calls for no remark beyond what I have made on another communication from him of the same date. The necessity for economy is undeniable; the implied assumption that extravagance prevails is, in my opinion, unfounded; and the proposals made to effect a large reduction of expenditure are unreliable and at best but temporary in character.

Better suspend working the Line than work it inefficiently, allowing it to go into disrepair to be covered at accumulated cost at a future period.

F. M. INNES.  
1st December, 1871.

*Railway Commissioners' Office, Public Buildings,  
Launceston, 23rd November, 1871.*

SIR,

WITH reference to my other communication of this day's date, in regard to the present position of the working of the Launceston and Western Railway, I may be permitted to observe that the present state of things cannot last long; and as it may excite on your part a desire for further information, and with a view to being prepared for the future, and to keep the Line open for the use of the general public, who are just beginning to appreciate the manifold advantages of Railway travelling, I have taken leave to prepare a statement showing the reductions absolutely necessary to bring the earnings of the Railway within its working outlay.

In laying this statement before you I am doubtful as to how far I am justified in the course I have adopted—my zeal for the future success of the undertaking must be my excuse.

I believe the interests of the districts who are liable for the Railway rate are entitled to have the Line worked with the greatest amount of economy consistent with safety and efficiency, and my object in addressing you is to suggest both. I feel certain that until some such course as I have pointed out be adopted that no good will result to either the Government, the Company, or the districts.

I have further to observe that while it is certain that much labour, at considerable cost, will have to be done in the summer months to the slopes of the cuttings and other works, no pecuniary provision has been made for this outlay; yet it is not the less certain that the arrangements for the same will have to be made.

I have no hesitation in stating that I have given these suggestions my careful attention, and I feel warranted in saying that I can guarantee the figures I have named for working the Line until increased traffic demands a further outlay.

I have, &c.,

(Signed) SAML. V. KEMP.

To the Honorable JAS. M. WILSON, Esq., M.L.C.,  
Colonial Secretary, Hobart Town.

	£	s.	d.
Proposed staff, as per statement .....	4977	7	0
Stores and other expenses .....	3500	0	0
Maintenance .....	5000	0	0
	<u>13,477</u>	<u>7</u>	<u>0</u>
This sum of £13,477 equals an expenditure per week, say .....	260	0	0
Average takings per week, as per former statement .....	260	0	0



LAUNCESTON AND WESTERN RAILWAY.

*STATEMENT showing the present Staff of Officers and Workmen upon the Line, and the proposed Staff so as to bring the Expenses within the Receipts of the Traffic of the Line.*

PRESENT STAFF.				PROPOSED STAFF.				SAVING.	
	£	s.	d.	£	s.	d.	£	s.	d.
Secretary .....	600	0	0						
Secretary's Clerk .....	100	0	0						
Messenger .....	80	0	0						
				780	0	0			
Accountant .....	300	0	0						
Audit Clerk .....	200	0	0						
Junior Clerk .....	50	0	0						
				550	0	0			
Locomotive and Traffic Manager .....	500	0	0						
Clerk .....	100	0	0						
				600	0	0			
<i>Locomotive Department.</i>									
2 Fitters, each £168 ..	336	0	0						
1 ditto .....	140	0	0						
3 Drivers .....	514	16	0						
3 Firemen .....	363	12	2						
3 Cleaners .....	305	3	6						
2 Carpenters .....	330	12	0						
1 Blacksmith .....	156	10	0						
1 Striker .....	101	14	6						
3 Labourers .....	234	15	0						
Storeman .....	80	0	0						
				2563	3	2			
Gatekeepers, by women .....	348	8	0	348	8	0			
<i>Launceston Station.</i>									
Station Master .....	195	0	0						
Goods Clerk .....	100	0	0						
Booking Clerk .....	80	0	0						
2 Guards .....	260	0	0						
Head Porter .....	104	0	0						
3 Porters .....	234	0	0						
1 Shunter .....	94	0	0						
Watchman .....	91	0	0						
				1158	0	0			
<i>Evandale Station.</i>									
Station Master .....	125	19	10						
Porter .....	78	0	0						
				203	19	10			
<i>Perth Station.</i>									
Station Master .....	140	0	0						
Porter .....	78	0	0						
				218	0	0			
<i>Longford Station.</i>									
Station Master .....	190	0	0						
Clerk .....	70	0	0						
3 Porters .....	234	0	0						
Engine Driver .....	109	4	0						
				603	4	0			
<i>Westbury Station.</i>									
Station Master .....	140	0	0						
Porter .....	78	0	0						
				218	0	0			
<i>Exton Station.</i>									
Station Master .....	52	0	0	52	0	0			
<i>Deloraine Station.</i>									
Station Master .....	140	0	0						
Clerk .....	52	0	0						
2 Porters .....	156	0	0						
				348	0	0			
Directors' Fees, about	..			400	0	0			
				8042	15	0			
Secretary and Goods Manager .....	350	0	0						
Cashier .....	100	0	0						
Messenger .....	52	0	0				502	0	0
									278 0 0
Accountant and Audit Clerk .....	200	0	0						
Junior Clerk .....	100	0	0						
	50	0	0				250	0	0
									300 0 0
Working Foreman ..	170	0	0						
Ditto of Carriages ..	156	0	0				326	0	0
									274 0 0
2 Fitters .....	308	0	0						
2 Drivers .....	343	4	0						
2 Firemen .....	242	8	0						
2 Cleaners .....	202	9	0						
1 Carpenter .....	104	0	0						
1 Blacksmith .....	150	0	0						
1 Striker .....	78	0	0						
2 Labourers ..	156	0	0						
1 Storeman .....	80	0	0				1664	1	0
									899 2 2
Same .....	348	8	0				348	8	0
Station Master not required.									
Goods Clerk .....	100	0	0						
Boy .....	30	0	0						
2 Guards .....	218	8	0						
1 Head Porter .....	91	0	0						
2 Porters .....	146	0	0						
1 Shunter .....	78	0	0						
1 Watchman .....	78	0	0				741	8	0
									416 12 0
Porter in charge ....	90	0	0						
Gate Woman .....	15	10	0				105	10	0
									98 9 10
Porter in charge ....	90	0	0						
Youth Porter .....	50	0	0				140	0	0
									78 0 0
Station Master .....	130	0	0						
Youth .....	50	0	0						
2 Porters .....	156	0	0						
1 Driver .....	104	0	0				440	0	0
									163 4 0
Porter in charge ....	90	0	0						
Ditto .....	78	0	0				168	0	0
									50 0 0
Same .....	..						52	0	0
									<i>Nil.</i>
Station Master .....	120	0	0						
Youth .....	52	0	0						
1 Porter .....	78	0	0				240	0	0
									108 0 0
Not required .....	..								400 0 0
									3065 8 0

REFERRED to the Commissioners.

J. M. WILSON.  
24 Nov. 1871.

THE Launceston and Western Railway may utterly fail, but if it is worked at all a minimum of expenditure is unavoidable, even though it exceed the revenue brought in. The question is, whether that minimum obtains at present. Passing over the Secretary's salary, which was fixed, not as a return for Mr. Dowling's present services merely, but as a recompense for previous gratuitous services, I am of opinion that the Directory have assigned moderate remuneration. It was indispensable that the Company's Accounts should be opened by a thoroughly competent Railway Accountant and Audit Clerk, and when the salaries were fixed in these cases Mr. Kemp himself expressed the opinion that these salaries were inadequate.

I am bound to say that I wholly distrust his counter estimates. His reductions in salary or in hands are quite arbitrary, and opposed by the experience of Mr. Jetter, whom his scheme appears to dispense with, a gentleman not only of undoubted professional attainments but of high character.

I notice that, while leaving £5000 for Maintenance in his scheme of reduction, no provision is made for an Engineer. It is left to be inferred, then, that out of the £5000 the pay of the Engineer would be taken at whatever sum might be arranged. But if so, in the very important item of Maintenance Mr. Kemp's reduction amounts to nothing better than a postponement of outlay. Every farthing of the five thousand is required irrespective of the Engineer's salary. Should the contingency arise of the Government undertaking the immediate management of the Launceston and Western Railway, it may be possible to make a commencement on Mr. Kemp's estimate; but I am certain that bit by bit that estimate would be departed from, and the actual expenditure show no reduction whatever. Nothing is more illusory than amateur and rival estimates!

F. M. INNES.  
1 Dec. 1871.

### 806.

*Railway Commissioners' Office, Public Buildings, Launceston,  
24th November, 1871.*

SIR,

I DEEM it my duty to advise you that at last Thursday's Meeting of the Directory of the Launceston and Western Railway Company, held on the 21st instant, a final certificate was read as having been given by the Engineers of the Company to the Contractors, Messrs. Overend & Robb, stating that they had fulfilled all the conditions of their Maintenance contract.

There is, however, some inconsistency here, as at the request of one of the Members of the Directory—Mr. Tyson—a Committee of Enquiry is now investigating the failure of a portion of "Cameron's" Culvert, with a view of showing how such failure has been occasioned, and to determine the liability of the Contractors to restore the Culvert to its original state. Until such Committee bring up their Report, the future determination of the Board cannot be known. This, with other matters, will cause me to hesitate to sign the Contractors' maintenance cheque, amounting to £1613 6s. 4d., which was passed for payment at last Tuesday's Board Meeting of the Directory.

I may observe that the Contract sets forth that the balance remaining (amounting to £5017) "shall be paid to the Contractors within 21 days after a certificate shall have been given by the Engineer that all the works have been maintained to his satisfaction for the aforesaid period of 12 months after completion;" and I have just learned that the Contractors have made a formal demand for the payment of their retention money, which the Secretary of the Company will submit to the Directory on Tuesday next.

I may add, that should the Government desire me to advise on the condition the whole of the works are in, that I shall be in a position to do so.

I transmit this through my co-Commissioner Mr. Innes, who will be so kind as to hand it to you.

I have, &c.,

(Signed) SAML. V. KEMP.

To the Honorable JAS. M. WILSON, M.L.C.,  
Colonial Secretary, Hobart Town.

It is true that the Committee referred to by Mr. Kemp has been appointed, but Mr. Kemp is well aware that the Contractors are not liable for the failure—should it prove a failure—of the works at Cameron's Culvert.

If Mr. Kemp's suggestion, that he should "advise on the condition of the works," is intended to be interposed before the application of the Company for payment to the Contractor, and is assented to, I submit that it would be most unreasonable, not to say unfair, to the Contractors. At the date of this letter from Mr. Kemp the Contractor's claim had been given in for a fortnight, and within that period or at any previous time it was in Mr. Kemp's power to report at any length and in any detail of the condition of the Railway without asking your approval.

F. M. INNES.  
29 Nov. 1871.

*The Hon. the Colonial Secretary.*

### 807.

*Railway Commissioners' Office, Public Buildings,  
Launceston, 30th November, 1871.*

SIR,

I HAVE the honor to state for your information, that a special meeting of the Directory of the Launceston and Western Railway Company was held this day for the purpose of determining whether the retention money held by the Company and Commissioners should now be paid to the Contractors, Messrs. Overend & Robb, as they had received from the Company's Engineers a certificate of the completion of the works.

The meeting was attended by Messrs. Green, Button, Webster, Weedon, Bartley, and myself: there was, therefore, only a small attendance,—just a quorum. After considerable discussion it was determined that the retention money should be passed for payment, and applied for, so as to be handed to the Contractors before the departure of the next boat for Melbourne. I, however, was not a consenting party to this.

On the 24th instant I addressed you in reference to this very question, as well as to the final certificate for the maintenance; and as I have since had no reason to alter the conclusions I had then come to, unless you require me to do so, I cannot be a party to paying for work which I believe to be unperformed, as mentioned in mine of the 23rd May last.

I have every desire to afford reasonable facilities for a settlement, but there must be a consistency in this, which will bear the test of examination.

I may add, that the Engineers have not given to the Directory any detailed Report upon the final completion of the Line: to the Contractors alone have they given a final certificate; and this is contained in a few lines, but in terms of the conditions of the specification attached to the Contract.

I have, &c,  
(Signed)

SAML. V. KEMP.

*The Hon. the Colonial Secretary.*

	£	s.	d.
Cash required.....	5016	11	5
Deposit receipt .....	5017	0	0
Total amount of retention money..	£10,033	11	5
Less sum .....	0	3	6 overpayment.
	£10,033	7	11

REFERRED to the Hon. F. M. Innes for his observations.

B. TRAVERS SOLLY.  
1 Dec. 1871.

A "special meeting" was held, &c.; but Mr. Kemp omits to state that the question referred to it was fully considered at the ordinary weekly meeting held on the 28th inst., when it was understood that, after receiving a satisfactory certificate from the Company's Engineers, payment could not be postponed, and such certificate was given in by the 30th.

The Engineers have given detailed reports as the work has proceeded; and neither their Contract bound them to give any along with their final certificate, nor the Contractors to obtain such.

Having been present at the meeting on the 28th, I am convinced that the resolution of the 30th expresses the views of the great majority of Directors present on the former occasion.

F. M. INNES.

808.

*Launceston and Western Railway Company (Limited),  
Launceston, 30th November, 1871.*

GENTLEMEN,

THE Contractors having completed the works embraced in their Contract of July, 1868, as amended in November, 1870, the Directors have passed for payment the moiety of the retention moneys still remaining in the hands of the Company and Commissioners, and I beg to enclose a cheque for the same, with certificate for your signatures; namely, £5016 7s. 11d.,—being the said balance, less 3s. 6d. deductions for prior overpayments.

Your obedient Servant,

H. DOWLING, *Secretary.**The Commissioners, Launceston.*

I attach copies of the several Certificates.

*Launceston and Western Railway Engineers' Office,  
Launceston, Tasmania, 22nd March, 1871.*

GENTLEMEN,

WE hereby certify that you have completed to our satisfaction the works comprised in your Contract for the construction of the Launceston and Western Railway, dated 16th July, 1868, as amended 22nd November, 1870, (except the culvert at 9m. 8chs.)

We are, &amp;c.,

(Signed) DOYNE, MAJOR, & WILLETT, *Engineers.**Messrs. OVEREND & ROBB, Launceston.*

True copy.

H. DOWLING, *Secretary.*  
30. 11. 71.

*Launceston and Western Railway Engineers' Office,  
8th May, 1871.*

WE hereby certify that Messrs. Overend & Robb have completed the works included in their Contract dated Nov. 22nd, 1870, in terms of the Contract, and to our satisfaction.

(Signed) DOYNE, MAJOR, & WILLETT, *Engineers.*

True copy.

H. DOWLING, *Secretary.*  
30. 11. 71.

*Launceston and Western Railway Engineers' Office,  
11th November, 1871.*

SIRS,

WE hereby certify that you have maintained to our satisfaction the works comprised in your Contract for the construction of the Launceston and Western Railway, dated 16th July, 1868, as amended the 22nd day of November, 1870.

We are, &amp;c.,

(Signed) DOYNE, MAJOR, & WILLETT, *Engineers.**Messrs. OVEREND & ROBB.*

True copy.

H. DOWLING, *Secretary.*

*Launceston and Western Railway Company (Limited),  
28th November, 1871.*

DEAR SIRS,

THE Contractors having sent in a demand for their deposit money under their Contract, and for the remainder of the 10 per cent. retained, I am directed by the Board to call your attention to the 18th Clause of the Conditions which provides that the Contractor "at the expiration of the term of maintenance shall deliver over the works in perfect order;" read in connection with the 28th Condition, which prescribes the "final payment" on account of the construction or maintenance of the work as shutting out the Company from any claim upon the Contractors for any defects in workmanship or materials; and I am to ask you whether,—having reference to various communications addressed to you from time to time on the questions of road diversion at Perth; of the sowing of embankments with grass seeds; of the clearing

of thistles so far as the Contractors were liable,—you are now satisfied that the works under Messrs. Overend & Robb's Contract have by them been delivered over to the Company "in perfect order," in terms of the aforesaid Conditions.

Yours truly,

(Signed) H. DOWLING, *Secretary.*

Messrs. DOYNE, MAJOR, & WILLETT.

True copy.

H. DOWLING, *Secretary.*  
30. 11. 71.

*Launceston and Western Railway Engineers' Office,*  
29th November, 1871.

DEAR SIR,

WE are in receipt of your letter dated the 28th instant.

We have given our certificate in accordance with the terms of Clause 27 of the General Conditions, being of opinion that Messrs. Overend & Robb had fairly completed their Contract. We might have hesitated to have given this certificate without attaching a proviso having reference to Cameron's Culvert, if it had not been previously determined by the Board not to hold the Contractors liable for the damage to this culvert.

We have, &c.,

(Signed) DOYNE, MAJOR, & WILLETT, *Engineers.*

HENRY DOWLING, *Esq., Secretary.*

True copy.

H. DOWLING, *Secretary.*  
30. 11. 71.

FORWARDED for the information of the Hon. the Colonial Secretary.

F. M. INNES.  
1st December, 1871.

FORWARDED to the Honorable the Treasurer.

B. TRAVERS SOLLY.  
1st December, 1871.

PERUSED and returned to the Hon. the Colonial Secretary.

THOS. D. CHAPMAN.  
*Treasury, 8th December, 1871.*

## RELATIVE TO THE INCONVENIENCE ATTENDING THE FORWARDING OF APPLICATIONS THROUGH THE OFFICE OF THE COMMISSIONERS. No. 809.

### 809.

*Launceston and Western Railway Company (Limited), 23rd August, 1871.*

SIR,

I AM instructed by the Board of Directors to ask your attention to the inconvenience attending the present mode of forwarding letters, asking the concurrence of the Governor in Council to expenditure, through the office of the Commissioners.

It was, formerly, the practice to address you direct, by post, and advise the Commissioners, with a duplicate of the same, that they might forward their report, recommendatory or otherwise, of the expenditure sought; but by your instructions, in view of facilitating business, it has for some time being the practice to address your letters through the Commissioners' Office.

Under this arrangement the Directors find that the expected facilities are not always the result.

On the 13th July, and again on the 20th and 21st July last, letters were thus addressed to you, on urgent questions of expenditure, which, up to the 18th of August instant, had not been forwarded from the office of the Commissioners. From such delays the inevitable necessity arises, that works—which should be authorised by the Governor in Council before commencement—must go on, or the business of the Railway be entirely suspended. The Directors are, therefore, thus placed in circumstances of great embarrassment.

I am aware that Mr. Kemp, the resident Commissioner, will object, in this case, that Mr. Bartley was ill a great part of the time, and that the delay arose from necessity. But I beg to say, in anticipation of this objection, that if Mr. Kemp had concurred in either item of expenditure asked for, he had only so to report, and forward it to Mr. Innes; or in event of his not concurring, to report to Messrs. Bartley and Innes, who are accessible daily; and thus the delay which has extended to *five weeks*, would have been limited to three or four days.

I have the honor, under these circumstances, to ask that, if the same course is to be observed in future, you will advise the Commissioners of the necessity which exists for the immediate transmission of all such letters to your office.

I have, &c.,  
(Signed) H. DOWLING, *Secretary*.

*The Hon. the Colonial Secretary.*

FORWARDED for the perusal of the Commissioners.

J. M. WILSON.  
9 Sept. 1871.

I CAN only remark upon this, that I am not in the habit of detaining official communications beyond the brief period required to enable me to deal satisfactorily with them.

FRED. M. INNES.

THE complaint of the Secretary as to applications referred to by him as not forwarded by the Commissioners, applies solely to those withheld by Mr. Kemp during the period referred to, for the reasons stated by him in his letter to you of the 30th ultimo—of which course of action Mr. Innes and myself have expressed our emphatic disapproval in our remarks upon such letter, referred by you to us, and returned to you, with such remarks, on the 11th instant.

THEODORE BARTLEY.  
14. 9. 71.

THE reason of my withholding the documents is assigned in my communication of the 20th ultimo.

SAML. V. KEMP.  
15. 9. 71.

## MEMORIAL PRAYING FOR A REDUCTION IN THE NUMBER OF COMMISSIONERS, AND CORRESPONDENCE THEREON. Nos. 810 to 815.

### 810.

*To His Excellency CHARLES DU CANE, Esq., Governor, &c.*

The Memorial of the undersigned Shareholders in the Launceston and Western Railway (Limited).

RESPECTFULLY SHOWETH:

THAT by "The Launceston and Western Railway Act, No. 2," it is enacted the Governor in Council shall from time to time appoint three Commissioners for the purpose of seeing that the capital for constructing the Launceston and Western Railway is expended as provided by the said Act.

That nearly the whole of the capital for constructing the Launceston and Western Railway has been expended, therefore the purpose for which the said Commissioners were appointed has been accomplished.

That your Memorialists, through the Directors of the Launceston and Western Railway Company (Limited), applied to Your Excellency's Advisers (by letter dated the 5th day of May, 1871) to have the salaries and allowances of the said Commissioners reduced to such an amount as will be equivalent to their now merely nominal duties.

That Your Excellency's Advisers replied to the said application (by letter dated the 29th day of May, 1871) stating that they could not advise Your Excellency to reduce the salaries and allowances of the said Commissioners so long as any of the construction capital was unexpended.

That the sum of money for construction remaining unexpended is so small that the salaries of the three Commissioners (namely) £750, £200, and £200 respectively, besides allowances for travelling and other expenses, is a charge upon the revenue of the Company largely in excess of the value of the merely nominal duties now to be performed by the said Commissioners.

That the following clause was passed by the House of Assembly on the Launceston and Western Railway Act, No. 5, but struck out in the Legislative Council (namely):—

“From and after the completion of the said Railway and Works, and so soon as the Board of Directors ceases to be a permanent Board, there shall be one paid Commissioner only instead of three as now by law provided, at such salary and allowances as the Governor in Council shall see fit, such salary and allowances to be paid by the Company.”

That it has been determined the present Board of Directors shall cease to be a permanent Board from and after the first ordinary general meeting of the Company in 1872, which meeting will be held in the month of April of that year, and therefore it is only reasonable and just that the Parliament should have the opportunity to consider whether the large charge of £1150 a year and travelling expenses upon the revenue of the Company ought not now to be reduced.

Your Memorialists therefore pray that Your Excellency will be pleased to cause a Bill to be prepared and submitted to Parliament next Session having for its object the amendment of the Launceston and Western Railway Acts by reducing the number of Commissioners from three to one, at such salary and allowances as Your Excellency and your Advisers may see fit not exceeding in the whole the sum of £200 each year.

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

John Drysdale.  
E. Hopkins.  
Robert Torrance.  
Smith & Poole.  
J. Howard.  
James Bennell.  
Jas. M'Loughlin.  
Robert Jones.  
Frank Hart.  
J. Douglas Hatton.  
Jas. Jno. Hudson.  
Caleb Williamson.  
Geo. P. Hudson.  
Crookes & Hudson.  
Samuel Joscelyne.  
E. L. Ditcham.  
W. B. Dean.  
Geo. Hubbard.  
Jas. Barclay.  
Robert H. Price.  
William T. Collins.  
R. D. Newey.  
James Davies.  
W. Huttley.  
Thomas Sharp.  
William Sharp.  
J. F. Hobkirk.  
William Hart.  
R. P. Dix.  
John Stephenson.  
Thos. Edginton.  
Thomas Boyd.  
Thomas Corbett.  
W. Abbott.  
J. W. Thomas.  
James Fish.

B. P. Farrelly.  
W. R. Davey.  
D. Room.  
J. W. Simmons.  
Will. Johnstone.  
C. S. Button.  
J. L. Miller.  
C. G. Croft.  
S. Ridley.  
Jno. Dunning.  
John Murphy.  
John Fawns.  
George Shields.  
James Bellion.  
Wm. Gurr.  
Robert Harris.  
George Pullen.  
Thomas Kine.  
John Savage Illman.  
Wm. Mather.  
James French.  
William Rankin.  
B. Crow.  
John Ellis.  
John Atkinson.  
M. Gaunt.  
Alfred Jno. Sutton.  
Chas. Price.  
Wm. Dawson.  
Geo. Castley.  
Geo. H. Luckhurst.  
A. Simpson.  
Thos. Jones.  
R. Powell.  
Wm. Aikenhead.  
Thos. Griffiths.

Henry Crocker, sen.  
Benjamin W. Campion.  
Joshua Beaumont.  
F. Martini.  
F. G. Spicer.  
W. S. Button.  
James Robertson.  
Wm. Archer, Brickendon.  
C. Weedon.  
Alfred Harrap.  
Hy. Button.  
Samuel Bennett.  
John Blackburn.  
E. Ackerman.  
D. Beveridge.  
W. H. Knight.  
E. Gibbons.  
Anthony Hart.  
Hy. J. Thomson.  
F. Button.  
James Roberts.  
Alex. Thomson.  
Robt. Kenworthy.  
F. L. Fysh.  
Thomas Gould.  
Aikenhead & Button.  
James Lilly.  
John Lagor.  
John Grant Smith.  
John Rankin.  
John Hudson.  
Robt. DeLittle.  
Geo. Baker.  
James Ley.  
Alex. Webster.  
W. Tyson.

811.

*Colonial Secretary's Office, 8th November, 1871.*

MY DEAR SIR,

THE Government have had under their consideration the alteration in present arrangements in connection with the Launceston and Western Railway, consequent on the completion of the contract of Messrs. Overend and Robb, and find it necessary that intimation should be made to you that your professional services will not be required after the 31st March next.

In making this communication, I beg for myself and colleagues to express to you our united sense of the valuable assistance the Government has derived from the services of the Commissioners, but it would not be consistent with our duty to retain professional assistance beyond the period I have intimated.

S. V. KEMP, Esq., *Launceston.*

I have, &amp;c.,

(Signed) J. M. WILSON.

812.

*Colonial Secretary's Office, 8th November, 1871.*

MY DEAR SIR,

FEELING that the time has arrived at which the professional services of Mr. Kemp have ceased to be necessary in connection with the Launceston and Western Railway, I have intimated to him by post this day that his present relation to the Government and Company must terminate on the 31st March next.

As you are fully aware, the future position of the Government and Company in regard to the Railway must occupy the attention of the Executive, and perhaps of Parliament immediately, and in these circumstances the Government consider that they should be free of any engagements which may hinder the adoption of such new arrangements as may be found necessary. I have therefore to prepare you for the contingency of your services as a Commissioner not being required beyond the date fixed for terminating those of your professional colleague.

In making this communication I beg to express to you my own sense and that of my colleagues of the valuable assistance the Government have received from yourself and the other Commissioners.

*The Honorable F. M. INNES, M.L.C.*

I have, &amp;c.,

(Signed) J. M. WILSON.

[Similar to T. B. Bartley, Esq.]

813.

*Railway Commissioners' Office, Public Buildings, Launceston, 11th November, 1871.*

MY DEAR SIR,

I HAVE the honor to acknowledge the receipt of your communication of the 8th instant. In doing so I have to thank you not only for the courteous expressions contained in it, but for the uniformly pleasing manner which has on the part of the Government ever been observed towards me.

I have, &amp;c.,

(Signed) SAML. V. KEMP.

*The Honorable Colonial Secretary, Hobart Town.*

814.

*Kerry Lodge, near Launceston, 15th November, 1871.*

MY DEAR SIR,

I AM much obliged by your letter of the 8th November, preparing me for the contingency that my appointment as one of the Commissioners of the Launceston and Western Railway may terminate on the 31st March next, and would avail myself of this opportunity to state that, should my services be required after that period, I should have much pleasure in placing them at the disposal of the Government.

I have, &amp;c.,

(Signed)

THEODORE BARTLEY.

*The Hon. the Colonial Secretary.*



*Colonial Secretary's Office, 11th November, 1871.*

GENTLEMEN,

IN reply to your Memorial addressed to His Excellency the Governor, I have the honor to acquaint you that the Government having had under consideration the approaching completion of the Contract for the construction of the Launceston and Western Railway, and the necessity of keeping the expenditure, so far as the authority of the Governor in Council extends, within proper and reasonable limits, I have already intimated to the Commissioners that their services will not be required beyond the 31st March next.

I have, &c.,

(Signed) J. M. WILSON.

WILLIAM HART, *Esq., and the other Gentlemen*  
*signing the Memorial.*

EXPENDITURE AUTHORISED.—SALARIES FOR SEPTEMBER, 1870. ADVERTISING. VALUING LAND. COMPENSATION TO TENANT OF LAUNCESTON GLEBE. Nos. 816 To 820.

*Launceston and Western Railway Company, Limited,*  
*Launceston, September, 1870.*

SIR,

IN pursuance of the provisions of "The Launceston and Western Railway Act, No. 5," we certify that the under mentioned amounts are due for or in respect of the Launceston and Western Railway, or works connected therewith; namely, Two hundred and fourteen pounds eleven shillings and eight pence for salaries of Commissioners and Officers for month of September.

(Signed) W. S. BUTTON, *Chairman.*

R. W. LORD, *for Secretary, absent.*

SAML. V. KEMP, *Commissioner.*

*The Hon. the Colonial Treasurer.*

WE beg to recommend the concurrence of the Governor in Council to the authority herein asked for; viz.,—£214 11s. 8d.

F. M. INNES.

SAML. V. KEMP.  
30. 9. 70.

*Launceston and Western Railway Company, Limited,*  
*Launceston, September 29, 1870.*

SIR,

I HAVE the honor to request the concurrence of the Governor in Council in the following expenditure; namely,—Forty-two pounds nineteen shillings for salaries of officers for month of September.

I have, &c.,

(Signed)

R. W. LORD, *for Secretary, absent.*

*The Hon. the Colonial Secretary.*

WE recommend the within application for the concurrence of the Governor in Council.

THEODORE BARTLEY.

F. M. INNES.

165

818.

*Launceston and Western Railway Company, Limited,  
Launceston, 5th October, 1870.*

SIR,

I HAVE the honor to request the concurrence of the Governor in Council in the following expenditure; namely,—One hundred and forty-four pounds eight shillings and five pence.

	£	s.	d.
Advertising for tenders in Hobart Town <i>Mercury</i> .....	3	6	3
Lands claims, Messrs. Bonney, Stancombe, & Cox.....	137	19	2
Fee for valuation of land to R. C. Gunn.....	3	3	0
	£144	8	5

I have, &c.,  
(Signed)

R. W. LORD, for Secretary, absent.

*The Hon. the Colonial Secretary.*

RECOMMENDED for the concurrence of the Governor in Council.

THEODORE BARTLEY.  
SAML. V. KEMP.  
5. 10. 70.

819.

*Launceston and Western Railway Company, Limited,  
Launceston, 5th October, 1870.*

SIR,

I HAVE the honor to request the concurrence of the Governor in Council in the following expenditure; namely,—Twenty-five pounds compensation to tenant on Launceston Glebe, Thomas Walsh.

I have, &c.,  
(Signed)

R. W. LORD, for Secretary, absent.

*The Hon. the Colonial Secretary.*

RECOMMENDED for the concurrence of the Governor in Council.

SAML. V. KEMP.  
THEODORE BARTLEY.  
5. 10. 70.

820.

*Colonial Secretary's Office, 13th October, 1870.*

SIR,

I HAVE the honor to inform you that the Governor in Council has been pleased to approve of the following expenditure in connection with the Launceston and Western Railway; namely,—

Two hundred and fourteen pounds eleven shillings and eight pence for salaries of Commissioners and Officers for the month of September.

Forty-two pounds nineteen shillings for salaries of Officers for the month of September.

Three pounds six shillings and three pence for advertising for tenders in Hobart Town *Mercury*.

One hundred and thirty-seven pounds nineteen shillings and two pence for lands claims, Messrs. Bonney, Stancombe, and Cox.

Three pounds three shillings, fee for valuation of land, to R. C. Gunn.

Twenty-five pounds to tenant on Launceston Glebe, Thomas Walsh.

I have, &c.,

(Signed) J. M. WILSON.

H. DOWLING, Esq., Secretary.

STATIONERY. COMPENSATION TO J. HEGARTY. PURCHASE OF LAND  
FOR STATION AT PERTH. Nos. 821 AND 822.

## 821.

*Launceston and Western Railway Company (Limited),  
Launceston, 12th October, 1870.*

SIR,

I HAVE the honor to request the concurrence of the Governor in Council in the following expenditure; namely,—One hundred and four pounds.

	£	s.	d.
For Stationery for Office.....	2	0	0
Compensation for deprivation of land—J. Hegarty.....	12	0	0
For purchase of Land for Station at Perth .....	90	0	0
	<hr/>		
	£104	0	0
	<hr/>		

I have, &amp;c.,

(Signed)

R. W. LORD (*for Secretary*).

*The Hon. the Colonial Secretary.*

WE beg to recommend that authority be granted for the expenditure herein asked for; viz., £104 (One hundred and four pounds).

SAML. V. KEMP.

THEODORE BARTLEY.

12. 10. 70.

## 822.

*Colonial Secretary's Office, 17th October, 1870.*

SIR,

IN reply to your letter of the 12th instant, I have the honor to acquaint you that the Governor in Council has been pleased to approve of the following expenditure in connection with the Launceston and Western Railway; namely,—

Two pounds for stationery for office.

Twelve pounds compensation for deprivation of land, J. Hegarty.

Ninety pounds for purchase of land for Station at Perth.

I have, &amp;c.,

(Signed)

J. M. WILSON.

H. DOWLING, *Esq.*, *Launceston.*

ADVERTISING. COMPENSATION TO STUBBS. SHIPPING CHARGES. CARTING  
AND ERECTING TWO CARRIAGES EX WESTBURY. Nos. 823 TO 825.

## 823.

*Launceston and Western Railway Company (Limited),  
Launceston, October 18th, 1870.*

SIR,

I HAVE the honor to request the concurrence of the Governor in Council in the following expenditure; namely,—Thirteen pounds seven shillings and sixpence, as follows—

	£	s.	d.
Aikenhead and Button, advertising .....	3	0	6
Stubbs, land compensation .....	2	0	0
Crookes and Hudson, shipping charges....	8	7	0
	<hr/>		
	£13	7	6
	<hr/>		

I have, &amp;c.,

(Signed)

R. W. LORD (*for Secretary, absent*).

*The Hon. the Colonial Secretary.*

WE recommend the within application for the concurrence of the Governor in Council.

THEODORE BARTLEY.

SAML. V. KEMP.

19. 10. 70.

## 824.

*Launceston and Western Railway Company (Limited),  
Launceston, 19th October, 1870.*

SIR,

I HAVE the honor to request the concurrence of the Governor in Council in the following expenditure; namely,—Twenty pounds for carting and erecting two carriages ex *Westbury*.

I have, &c.,

(Signed) R. W. LORD (*for Secretary, absent*).

*The Hon. the Colonial Secretary.*

WE beg to recommend that authority be granted to expend £20 for the purposes herein named.

SAML. V. KEMP.

THEODORE BARTLEY.

19. 10. 70.

## 825.

*Colonial Secretary's Office, 24th October, 1870.*

SIR,

I HAVE the honor to acquaint you that the Governor in Council has been pleased to approve of the following expenditure in connection with the Launceston and Western Railway; namely,—

Aikenhead and Button, for advertising, £3 0s. 6d.

Stubbs, land compensation, £2.

Crookes and Hudson, shipping charges, £8 7s.

Carting and erecting two carriages ex *Westbury*, £20.

I have, &c.,

HENRY DOWLING, *Esq., Secretary.*

(Signed) J. M. WILSON.

CARTING, FITTING UP, AND ALTERING TWO LOCOMOTIVES EX *ARAUNAH*.

Nos. 826 AND 827.

## 826.

*Launceston and Western Railway Company (Limited),  
Launceston, 15th November, 1870.*

SIR,

I HAVE the honor to request the concurrence of the Governor in Council in the following expenditure; namely,—Two hundred and thirty-four pounds, for carting, fitting up, and slightly altering the two locomotive engines ex *Araunah*.

I have, &c.,

(Signed) R. W. LORD (*for Secretary, absent*).

*The Hon. the Colonial Secretary.*

THE amount herein asked for has been arrived at as follows:—

	£	s.	d.
To landing, removing to station ground, and erecting and cleaning.....	150	0	0
To proposed alterations in the two engines.....	22	0	0
Two sets of gun-metal blow through cocks, omitted by the manufacturers..	20	0	0
Two pairs, duplicate, brass slide valves .....	20	0	0
Varnishing required to carriages recently to hand .....	10	0	0
Contingencies.....	12	0	0
	<u>£234</u>	<u>0</u>	<u>0</u>

WE beg to recommend that authority be granted for this expenditure; viz.,—Two hundred and thirty-four pounds.

SAML. V. KEMP.

24. 11. 70.

THEODORE BARTLEY.

28. 11. 70.

168

827.

*Colonial Secretary's Office, 5th December, 1870*

SIR,

IN reply to your letter of the 15th ultimo, I have the honor to acquaint you that the Executive Council has approved of the expenditure of the sum of £234 for carting, fitting up, and slightly altering the two locomotive engines ex *Araunah*.

I have, &c.,

(Signed) J. M. WILSON.

HENRY DOWLING, *Esq., Secretary.*

CONVERSION OF WAGONS INTO HORSE BOXES, SHEEP VANS, AND  
CATTLE TRUCKS. Nos. 828 TO 830.

828.

*Launceston and Western Railway Company (Limited),  
Launceston, 23rd December, 1870.*

SIR,

I HAVE the honor to call your attention to the circumstance that no answer has been received to the application from the Directory to expend £565 in the conversion of wagons, now in course of construction by Messrs. Waugh and Lockie, into other descriptions of rolling stock, reported as necessary by Mr. Jetter, the Superintendent of Rolling Stock and Traffic Manager, and which application was, I understand, approved by the Commissioners.

I respectfully ask this concurrence at earliest convenience.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Honorable the Colonial Secretary, Hobart Town.*

MEMO.

Telegram sent in reply, that "no application had been received for authority to expend £565 referred to" in this letter.

B. T. S.  
24 Dec. 1870.

829.

*Launceston and Western Railway Company (Limited),  
Launceston, 17th November, 1870.*

SIR,

I HAVE the honor to request the concurrence of the Governor in Council in the following expenditure; namely,—Five hundred and sixty-five pounds for converting two of the 55 medium sized wagons already ordered into horse boxes, four into sheep vans, and two into cattle trucks.

I have, &c.,

(Signed) R. W. LORD, *for Secretary, absent.*

*The Honorable the Colonial Secretary, Hobart Town.*

THE sum herein asked for has been arrived at as follows :—

	£	s.	d.
To converting two of the low-sided wagons (contracted for at £24 10s. each) into horse boxes .....	203	13	4
To converting four of the low-sided wagons (contracted for at £24 10s. each) into sheep vans .....	246	0	0
To converting two of the low-sided wagons (contracted for at £24 10s. each) into cattle trucks .....	112	11	0
	562	4	4
Contingencies .....	2	15	8
	£565	0	0

I CANNOT recommend the concurrence to this expenditure, as I consider the Directory are not justified with the limited balance at their disposal in asking for this authority. The cattle trucks, in my opinion, will not be required to be used more than three or four times in the year.

SAML. V. KEMP.  
24. 11. 70.

I RECOMMEND that the concurrence of the Governor in Council be given to the within application.

THEODORE BARTLEY.  
28. 11. 70.

AWAITING a communication from Mr. Innes.

B. T. S.  
29 Dec. 1870.

I SUSPENDED my signature to this until pending claims of the Company's Engineers upon the remaining funds of the Company had been settled, so that I might advise with due regard thereto. But I find that on the faith of the concurrence of the Commissioners the required contracts had been entered into for the alterations in question, and I have therefore no alternative but to approve. It is due to the Directory that I should add that this outlay was resolved on at a meeting at which all the Commissioners were present, and no dissent was recorded.

F. M. INNES.  
4 Jan. 1871.

### 830.

*Colonial Secretary's Office, 9th January, 1871.*

SIR,

IN reply to your letter of the 17th November last, I have the honor to acquaint you that the Governor in Council has been pleased to approve of the following expenditure; namely,—£565 for converting two of the 55 medium-sized wagons already ordered into horse boxes, four into sheep vans, and two into cattle trucks.

H. DOWLING, *Esq., Secretary.*

I have, &c.,  
(Signed) J. M. WILSON.

### LAUNCESTON MUNICIPAL RATES. Nos. 831 AND 832.

#### 831.

*Launceston and Western Railway Company (Limited),  
Launceston, November 22nd, 1870.*

SIR,

I HAVE the honor to request the concurrence of the Governor in Council in the following expenditure; namely :—Six pounds three shillings (£6 3s.) for Municipal Rates, Launceston.

Your obedient Servant,

H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

WE beg to recommend that authority be granted for the sum named herein; viz.—£6 3s. for Municipal Rates.

SAML. V. KEMP.  
THEODORE BARTLEY.

#### 832.

(Copy.)

*Colonial Secretary's Office, 29th November, 1870.*

SIR,

IN reply to your letter of the 22nd instant, I have the honor to acquaint you that the Executive Council has approved of the expenditure of the sum of Six pounds three shillings for Municipal Rates, Launceston.

I have, &c.

(Signed) JAMES MILNE WILSON.

H. DOWLING, *Esq., Secretary.*

CARTING AND STACKING RAILS *EX* "ARAUNAH." NOS. 833 AND 834.

833.

*Launceston and Western Railway Company (Limited),  
Launceston, 1st December, 1870.*

SIR,

I HAVE the honor to request the concurrence of the Governor in Council in the following expenditure; namely,—Thirteen pounds ten shillings; cartage and stacking rails and fastenings *ex* "Araunah."

Your obedient Servant,

H. DOWLING, *Secretary.**The Honorable the Colonial Secretary, Hobart Town.*

RECOMMENDED for the concurrence of the Governor in Council.

THEODORE BARTLEY.

SAML. V. KEMP.

2. 12. 70.

834.

*Colonial Secretary's Office, 5th December, 1870.*

SIR,

IN reply to your letter of the 1st instant, I have the honor to acquaint you that the Executive Council has approved of the expenditure of the sum of £13 10s. for cartage and stacking Rails *ex* "Araunah."

I have, &amp;c.,

(Signed) J. M. WILSON.

H. DOWLING, *Esq., Secretary.*PURCHASE OF ENGINE SHED. WORKSHOPS. PAYMENT TO GEORGE  
WATSON ON ACCOUNT OF LAND TAKEN. NOS. 835 TO 840.

835.

*Launceston and Western Railway Company (Limited),  
Launceston, 6th December, 1870.*

SIR,

I HAVE the honor to request the concurrence of the Governor in Council in the following expenditure; namely,—Two hundred and twenty-three pounds ten shillings (£223 10s.) for purchase of Engine shed and fittings.

Your obedient Servant,

H. DOWLING, *Secretary.**The Honorable the Colonial Secretary, Hobart Town.*

THE Engine shed herein alluded to was built and used by Messrs. Overend & Robb on the Station ground at Launceston, and having no further use for it the Company have agreed to purchase it at £223 10s., which sum has been arrived at as follows:—

	£	s.	d.
Engine shed and ash-pits .....	200	0	0
Smith's tools and fittings.....	20	0	0
33 feet of 1½-in. hose and brass nozzle ...	3	10	0
	<hr/>		
	£223	10	0
	<hr/>		

I am of opinion the amount now asked for is the full value of the buildings, &c., but taking all things into consideration, I think it a desirable purchase, and beg to recommend that sanction be given for the purchase out of the £10,000 already sanctioned by the Governor in Council for the erection of Stations. In the Engineers' printed estimates, (See Parliamentary Paper, No. 115, pages 68 & 69, Statement marked H.) for Stations, workshops, &c., provision must have been made for the erection of an Engine shed at Launceston.

SAML. V. KEMP.

9. 12. 70.

*COPY of Mr. Bartley's Minute.*

THE within application recommended for the concurrence of the Governor in Council without the stipulation that the amount to be paid for the Engine Shed shall be chargeable against the £10,000 authorised to be expended upon Station Buildings, Engine Shed, not having been included in the estimate upon which the £10,000 was authorised, but in an additional estimate of £650 as appears in statement.

THEODORE BARTLEY.  
9. 12. 70.

I CONCUR with Mr. Bartley. But I suspend my opinion as to whether the charge should be made upon the Station Fund until account thereof has been furnished.

F. M. INNES.

**836.**

*Launceston and Western Railway Company, Limited,  
Launceston, 5th April, 1871.*

SIR,

I HAVE the honor to ask the concurrence of the Government in the expenditure of £500 on account of Workshops, put down in finance estimate at £2000.

I have, &c.,  
*The Hon. the Colonial Secretary.* (Signed) H. DOWLING, *Secretary.*

FORWARDED to the Commissioners for their observations.

J. M. WILSON.  
6th April, 1871.

I RECOMMEND this application to approval, the expenditure being both necessary and urgent.

F. M. INNES.  
7th April.

WE beg to recommend that authority be granted for the expenditure of £500 for workshops, foundations, out of the £2000 set aside for workshops.

THEODORE BARTLEY.  
SAML. V. KEMP.  
11. 4. 71.

APPROVED.

J. M. WILSON.  
April 7.

**837.**

*Launceston and Western Railway Company, (Limited),  
Launceston, 5th April, 1871.*

SIR,

I HAVE the honor to ask the concurrence of the Government in the expenditure of £16 on account of lands taken, payable to Geo. Watson.

Your obedient Servant,  
*The Hon. the Colonial Secretary.* H. DOWLING, *Secretary.*

FORWARDED to the Commissioners for their observations.

J. M. WILSON.  
6 April, 1871.

RECOMMENDED to the approval of the Executive.

F. M. INNES.  
SAML V. KEMP.  
THEODORE BARTLEY.  
11. 4. 71.

APPROVED.

J. M. WILSON.  
April 7.



838.

*Launceston and Western Railway Company, (Limited),  
Launceston, 12th April, 1871.*

SIR,

I HAVE the honor to remind you that the concurrence of the Governor in Council for Engine Shed, £223 10s., has not yet been received.

I addressed you a similar letter on the 1st February, and received a telegram on the following day, to the effect that the application had not reached your office.

I shall be glad to find that the Commissioners have ere this sent on the application, and that it can be concurred in by you, as it is required for the Auditor; the money having been paid by the Company and Commissioners.

I have, &amp;c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary.*

839.

*Colonial Secretary's Office, 13th April, 1871.*

SIR,

IN reply to your letters under date the 5th instant, I have the honor to acquaint you that I acquiesce in the expenditure of the sum of £500 on account of Workshops, and of £16 on account of Lands taken payable to George Watson, and that the Governor in Council will be advised to confirm such approval at the next meeting of the Executive.

I have, &amp;c.,

(Signed) J. M. WILSON.

H. DOWLING, *Esq., Secretary.*

840.

*Colonial Secretary's Office, 17th April, 1871.*

SIR,

IN reply to your letters of the 5th and 12th instant, I have the honor to acquaint you that the Governor in Council has approved of the following expenditure in connection with the Launceston and Western Railway; namely:—

£500 on account of Workshops.

£16 on account of Lands taken, payable to George Watson.

£223 10s. for purchase of an Engine Shed belonging to Messrs. Overend & Robb, on the Station Ground, Launceston.

I have, &amp;c.,

(Signed) JAMES MILNE WILSON.

HIRE OF ENGINES TO TEST LONGFORD BRIDGE. LAYING LONGITUDINAL BEAMS OF LONGFORD BRIDGE. ALTERATIONS AND REPAIR OF ENGINES NOS. 1914 AND 1915. Nos. 841 to 844.

841.

*Launceston and Western Railway Company (Limited),  
Launceston, 8th December, 1870.*

SIR,

I HAVE the honor to request the concurrence of the Governor in Council in the following expenditure; namely,—Twenty pounds eight shillings for hire of engines to test Longford Bridge. Amount deducted from De Bergne's contract in settling in London.

Your obedient Servant,

H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

THE amount herein asked is also chargeable against Messrs. De Bergne & Co.'s contract for the erection of the iron work of the bridge over the South Esk at Longford.

The work has been performed by Messrs. Overend & Robb nearly twelve months ago. We have no alternative but to recommend that authority be granted for expenditure herein asked for,—viz., £20 8s.

SAML. V. KEMP.  
9 Dec. 1870.

THE within application recommended for the concurrence of the Governor in Council, the amount having been necessarily incurred for the due testing of the bridge on account of Messrs. De Bergne, the Contractors for the same, to whom the same is chargeable in the final settlement upon their contract.

THEODORE BARTLEY.  
9 Dec. 1870.

## 842.

*Launceston and Western Railway Company (Limited),  
Launceston, December 8th, 1870.*

SIR,

I HAVE the honor to request the concurrence of the Governor in Council in the following expenditure,—namely, One hundred pounds six shillings and sixpence,—for laying longitudinal beams, Longford Bridge. This amount has been deducted from De Bergne's contract when settled in London, and the London account of the Company and Commissioners credited; but as the money is payable in Launceston, authority is accordingly asked.

Your obedient Servant,

H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

THIS work was included in Messrs. De Bergne & Co.'s contract for the iron work of the bridge over the South Esk at Longford, but the Engineers of the Company for some reason got Messrs. Overend & Robb to do the work. The amount now asked for was deducted upon a final settlement of accounts in this Colony with Messrs. De Bergne & Co.'s Agent; but the Commercial and Engineering Agents in England have already made payments to a considerable amount out of the one-third of the contract amount which was to be retained in England until the final completion of the bridge without waiting for instructions from this Colony of such final completion, and the result has been an overpayment by them of £285 11s. 2d. This has been pointed out by the Secretary of the Company in letters sent home by the last mail to such Agents asking their immediate explanations.

The accompanying statement will show how the account with Messrs. De Bergne & Co. stands.

The work for which authority is now sought has been performed by Messrs. Overend & Robb nearly twelve months ago; I have therefore no alternative but to recommend the payment of the sum asked for,—viz., £100 6s. 6d.

If this authority is granted, the London account will receive the benefit of such payment.

SAML. V. KEMP.  
9 Dec. 1870.

THE within application recommended for the concurrence of the Governor in Council.

THEODORE BARTLEY.  
9 Dec. 1870.

*PARTICULARS of Messrs. De Bergne & Co.'s Contract for the Iron Work of the Bridge over the South Esh River at Longford.*

	£	s.	d.	£	s.	d.
Total Amount of Contract .....	..			18,440	0	0
One-third of which to be retained in England until the final completion in the Colony .....	..			6146	13	4
Deductions made in Launceston—						
Overend & Robb, for beams, &c. ....	100	6	6			
Ditto, for engines testing bridge .....	20	8	0			
Deardon, for gauges for testing .....	1	10	0			
Penalties inflicted by the Directory for non completion within the contract time.....	500	0	0			
Amount paid to Agents, Messrs. Dalgetty, Moore, & Co., for wages of Agent and men.....	2300	0	0			
				2932	4	6
Amounts paid in London by last advices—				3214	8	10
July 28th.....	2000	0	0			
September 9th .....	1500	0	0			
				3500	0	0
Overpaid .....	..			£285	11	2

SAML. V. KEMP,  
9 Dec. 1870.

THIS apparent overpayment to Messrs. De Bergne by Messrs. Hemans & Terry, the London Agents of the Company, arose from their not having been aware at the time of making Messrs De Bergne the latter payment of £1500 that the Directors had determined to exact the above-named penalty of £500, and therefore only retained £214 8s. 10d. as a balance in their hands.

THEODORE BARTLEY.  
9 Dec. 1870.

### 843.

*Launceston and Western Railway Company, (Limited),  
Launceston, December 8th, 1870.*

SIR,

I HAVE the honor to request the concurrence of the Governor in Council in the following expenditure,—namely, Twenty-two pounds seventeen shillings and five pence,—for alterations and repairs to Engines Nos. 1914 and 1915.

Your obedient Servant,

H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

THE amount herein asked for is for the payment of certain necessary alterations and additions to the two locomotive engines which arrived first.

If the supervision at home of these engines had been properly attended to, such alterations and additions in the Colony would not have been necessary.

The necessity for these alterations, &c. was discovered in the Colony in time to advise the Engineering Agents at home to remedy such defects in the two engines that were in course of construction at the time; but no notice seems to have been taken of such advice of our requirements, for the two engines, now to hand, have to be altered in the same manner as the first were.

The work for which authority is now sought has been performed by Messrs. Overend & Robb over six months ago. The Commissioners have therefore no alternative but to recommend the authority now asked for—viz., £22 17s. 5d.

SAML. V. KEMP.  
9 Dec. 1870,

THE within application recommended for the concurrence of the Governor in Council.

THEODORE BARTLEY.  
9 Dec. 1870.

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844.

*Colonial Secretary's Office, 14th December, 1870.*

SIR,

I HAVE the honor to acquaint you that the Executive Council has approved of the following expenditure; namely,—

£20 8s. for hire of engines to test Longford Bridge. (Amount deducted from Messrs De Bergne's contract in settling in London.)

£100 6s. 6d. for laying longitudinal beams, Longford Bridge. (Amount deducted from Messrs. De Bergne's contract in settling in London.)

£22 17s. 5d. for alterations and repairs to Engines Nos. 1914 and 1915.

H. DOWLING, *Esq., Secretary.*

I have, &c.,

(Signed) J. M. WILSON.

ENGINEERING SUPERVISION OF LINE. LAW EXPENSES. Nos. 845 to 848.

845.

*Launceston and Western Railway Company, Limited,  
Launceston, 15th December, 1870.*

SIR,

I HAVE the honor to request the concurrence of the Governor in Council in the following expenditure; namely,—Six hundred Pounds, a sum agreed to be advanced to Doyne, Major, and Willett, on account of Engineering supervision of the Line since July 16th, 1870, subject to the final decision by arbitrators as to the amount due and payable to them by the Company.

Your obedient Servant,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

RECOMMENDED for the concurrence of the Governor in Council, subject to the condition set forth in the application, as agreed to at a Board meeting of Directors held this day.

(Signed) THEODORE BARTLEY.  
15. 12. 70.

To the extent contemplated—£600—this outlay is included in estimate.

I have delayed attaching my signature until it has been decided that the question of the remuneration of the Engineers for over-time has been referred to arbitration by the Government.

I recommend compliance with the enclosed,

(Signed) F. M. INNES.

FORWARDED for the perusal of Mr. Kemp, and for any observations he may desire to offer.

22 December, 1870.

846.

*Launceston and Western Railway Company, Limited,  
Launceston, 16th December, 1870.*

SIR,

I HAVE the honor to request the concurrence of the Governor in Council in the following expenditure; namely,—One hundred and thirty-three pounds sixteen shillings and two pence, Messrs. Douglas and Collins' general account, including fees to Counsel and Melbourne Agents, charges *in re* Contractor's liability, &c.

Your obedient Servant,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

£121 19s. 6d. of the amount herein asked for is for law expenses incurred in the final settlement of Messrs. Overend and Robb's original contract, and the making of arrangements for restoring the damage done to the Line of Railway by the floods which occurred in September last. The remainder of the account, amounting to £11 16s. 8d., is for general law charges connected with the Company.

I am not competent to verify this account, consequently I have no alternative but to recommend that authority be granted for its payment, amounting to £133 16s. 2d. A copy of the account can be furnished if desired.

(Signed) SAML. V. KEMP.  
16. 17. 70.

THE within application respectfully recommended for the concurrence of the Governor in Council, the law costs particularised in the account of Messrs. Douglas and Collins having been unavoidably incurred.

(Signed) THEODORE BARTLEY.  
17. 12. 70.

### 847.

*Colonial Secretary's Office, 31st December, 1870.*

SIR,

I HAVE the honor to acknowledge the receipt of your letters bearing date the 15th and 16th instant respectively, and in reply to acquaint you that I acquiesce in the expenditure of the following amounts, and that His Excellency the Governor will be advised to confirm such approval at the next meeting of the Executive Council ; namely,—

Six hundred Pounds on account of Engineering supervision of the Line since July 16th, 1870, subject to the final decision by Arbitrators as to the amount due to Messrs. Doyne, Major, and Willett by the Company.

One hundred and thirty-three pounds sixteen shillings and two pence to Messrs. Douglas and Collins for law expenses incurred in the final settlement of Messrs. Overend and Robb's original contract, and the making of arrangements for restoring the damage done to the Line of Railway by the floods in September last, and for general law charges connected with the company.

I have, &c.,

(Signed) J. M. WILSON.

H. DOWLING, *Esq.*, *Secretary.*

### 848.

*Colonial Secretary's Office, 9th January, 1871.*

SIR,

REFERRING to my letter of the 31st ultimo, I have now the honor to acquaint you that the Governor in Council has been pleased to approve of the following expenditure ; namely :—

£600 on account of Engineering supervision of the Line since July 16, 1870, subject to the final decision by Arbitrators as to the amount due to Messrs. Doyne, Major, and Willett by the Company.

£133 16s. 2d. to Messrs. Douglas and Collins for law expenses incurred in the final settlement of Messrs. Overend and Robb's original Contract, and the making of arrangements for restoring the damage done to the Line of Railway by the floods in September last, and for general law charges connected with the Company.

I have, &c.,

(Signed) J. M. WILSON.

H. DOWLING, *Esq.*, *Secretary.*

## TRAVELLING EXPENSES OF TRAFFIC MANAGER. No. 849.

849.

*Colonial Secretary's Office, 23rd January, 1871.*

SIR,

THE Auditor having called attention to the absence of any authority for the disbursement of the sums named in the margin [£75 13s. 6d., £7 17s. 0d.], being expenses incurred by the Traffic Manager of the Launceston and Western Railway Company in travelling along the Line, I have the honor to acquaint you that the approval of the Governor in Council of such expenditure has been forwarded to the Colonial Treasurer.

Should it be found necessary to incur further expenditure for similar service, I have to request that you will obtain the approval of the Governor in Council in the usual manner.

H. DOWLING, *Esq., Secretary.*

I have, &amp;c.,

(Signed) J. M. WILSON.

RENT OF LATE OFFICE; STATIONERY AND STAMPS; PETTY CASH; FUEL;  
RENT OF STATION MASTER'S HOUSE; GOODS WAGONS. Nos. 850 to 852.

850.

*Launceston and Western Railway Company, Limited,  
Launceston, 9th January, 1871.*

GENTLEMEN,

AT the Board meeting on the 29th March last, at which you were present, the tender of Messrs. Waugh and Lockie was accepted for construction of 55 wagons at £24 10s. each, and provision was made in the financial estimate for the sum of £1375 to cover this expenditure.

It now transpires that in asking the concurrence of the Governor, the expenditure for the iron to be obtained in England was provided for, but the expense of the wood-work was overlooked, excepting as I have named, the sum being £1347 10s.

I have, therefore, to enclose for your recommendation this application; and have to beg the favor of your early attention.

Your obedient Servant,

(Signed) HENRY DOWLING, *Secretary.**The Commissioners, Launceston.*

I also enclose further letters for various sums; total, £45 17s. 1d., and for wages, £106 4s. 6d.

851.

*Launceston and Western Railway Company (Limited),  
Launceston, 10th January, 1871.*

SIR,

I HAVE the honor to request the concurrence of the Governor in Council in the following expenditure, namely, Thirteen hundred and forty-seven pounds ten shillings (£1347 10s.) for fifty-five (55) goods wagons, the iron work for which has already been ordered from England, and partly arrived, under concurrence of Governor in Council, per Colonial Secretary's letter, April 11th, 1870.

I have, &amp;c.,

(Signed) H. DOWLING, *Secretary.**The Hon. Colonial Secretary, Hobart Town.*

I BEG to mention with reference to this application that on the 29th of March last the Directory accepted the tender of Messrs. Waugh and Lockie for the construction of the wood-work and fixing the imported iron-work on to 55 goods wagons at £24 10s. each; and from an oversight of the Secretary of the Company he omitted to apply for the necessary authority. The Contractors have entered upon their contract, and a large portion of the works are in progress. Under these circumstances I have no alternative but to recommend that authority be granted for the sum now asked for, viz., £1347 10s. 0d. for the purpose herein named.

(Signed)

S. V. KEMP.  
11. 1. 71.

At a Board meeting of Directors held on the 29th of March last, the tender of Messrs. Waugh and Lockie for the wood-work for 55 wagons, the iron-work for which, with the concurrence of the Government, had been ordered from England, was accepted by the Directors with the full concurrence of the Commissioners, all of whom were present. The annexed copy of a letter from the Secretary of the Commissioners will explain the reason why the authority of the Governor in Council for the necessary expenditure was not duly applied for. I beg to recommend the within application for the concurrence of the Governor in Council, the expenditure being altogether indispensable to the traffic of the Railway.

(Signed) THEODORE BARTLEY.  
14. 1. 71.

## 852.

*Launceston and Western Railway Company (Limited),  
Launceston, 10th January, 1871.*

SIR,

I HAVE the honor to request the concurrence of the Governor in Council in the following expenditure; namely,—Forty-five pounds seventeen shillings and one penny (£45 17s. 1d.)

	£	s.	d.
For rent of late offices .....	17	13	4
Quarters, stationery, and stamps .....	7	8	3
Petty cash .....	10	0	0
Fuel for office consumption.....	5	15	6
Rent, station master's house .....	5	0	0
	£45	17	1

*The Hon. Colonial Secretary, Hobart Town.*

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

WE beg to recommend that authority be granted for the sums herein named, amounting in the aggregate to £45 17s. 1d.

S. V. KEMP,  
10. 1. 71.  
THEODORE BARTLEY,  
12. 1. 71.  
F. M. INNES.  
16th Jan., 1871.

## 853.

*Colonial Secretary's Office, 23rd January, 1871.*

SIR,

I HAVE the honor to acknowledge the receipt of your letters of the 10th instant, and in reply to acquaint you that the Governor approves of the following expenditure; namely—£17 13s. 4d. for rent of late office; £7 8s. 3d. for quarters, stationery, and stamps; £10 for petty cash; £5 15s. 6d. fuel for office consumption; £5 for rent of station master's house; £1347 10s. for fifty-five goods wagons.

I have, &c.,

(Signed) J. M. WILSON.

COMPENSATION FOR LAND AT QUEECHY. STATIONERY. Nos. 854 to 855.

## 854.

*Launceston and Western Railway Company, (Limited),  
Launceston, 19th January, 1871.*

SIR,

I HAVE the honor to request the concurrence of the Governor in Council in the following expenditure; namely,—Eight pounds fourteen shillings, (£8 14s.)

	£	s.	d.
Compensation for land at Queechy .....	7	10	0
Hudson & Hopwood's Account for Stationery .....	1	4	0
	£8	14	0

Your obedient Servant,

H. DOWLING, *Secretary.*

*The Honorable the Colonial Secretary, Hobart Town.*

THE item of £7 10s. is for fixing a pump and piping on the lands of Mr. O. V. Lawrence at Queechy to afford facilities for getting water from the North Esk River equal to what the farm was deprived of by the Railway, and as arranged for by Mr. Bartley when the land was purchased. We therefore recommend that authority be granted for this expenditure, together with the £1 4s. for stationery, making a total of £8 14s.

SAML. V. KEMP.

THEODORE BARTLEY.

23. 1. 71.

### 855.

(Copy.)

*Colonial Secretary's Office, 31st January, 1871.*

SIR,

IN reply to your communication of the 19th instant, I have the honor to acquaint you that the Governor in Council has been pleased to approve of the following expenditure; namely,—

Seven pounds ten shillings compensation for land at Queechy.  
One pound four shillings for stationery.

I have, &c.,

(Signed) J. M. WILSON.

H. DOWLING, Esq., Secretary.

CAP-BANDS FOR COMPANY'S SERVANTS. SIDINGS AT EXTON, BISHOPS-  
BOURNE, HAGLEY, AND EVANDALE. FEES TO ENGINEERS, AMOUNT  
AWARDED BY ARBITRATORS. Nos. 856 to 864.

### 856.

*Launceston and Western Railway Company, Limited,  
Launceston, 27th January, 1871.*

SIR,

I HAVE the honor to request the concurrence of the Governor in Council in the following expenditure; namely,—Six pounds (£6) for distinguishing cap-bands for Company's servants.

I have, &c.,

(Signed) H. DOWLING, Secretary.

*The Hon. the Colonial Secretary.*

WE beg to recommend that authority be granted for the sum herein asked for; viz.,—£6 for cap-bands, which we consider a necessary expenditure.

SAML. V. KEMP.

F. M. INNES.

1. 2. 71.

APPROVED.

J. M. WILSON.  
2 Feb., 1870.

### 857.

*Colonial Secretary's Office, 3rd February, 1871.*

SIR,

IN reply to your letter of the 27th ultimo, I have the honor to acquaint you that I acquiesce in the expenditure of the sum of six pounds for distinguishing cap-bands for the Company's servants, and that the Governor will be advised to confirm such approval at the next sitting of the Executive Council.

I have, &c.,

(Signed) J. M. WILSON.

H. DOWLING, Esq., Secretary.



858.

*Launceston and Western Railway Company, Limited,  
Launceston, 13th March, 1871.*

SIR,

I HAVE the honor to request the concurrence of the Governor in Council to the following expenditure; namely,—Eight hundred pounds (£800) for sidings at Exton, Bishopsbourne, Hagley, and Evandale.

I have, &amp;c.,

(Signed)

H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary.*

I MOST respectfully recommend this application to the immediate attention and for the concurrence of the Governor in Council. The sidings named are most urgently required, and unless they are completed at once a very large amount of traffic (in the grain and other produce of the current season) will be averted from the Railway to the serious loss of the Company.

THEODORE BARTLEY.

14. 3. 71.

I CANNOT recommend the concurrence of the Governor in Council for an additional outlay of £800 (eight hundred pounds) for sidings in the present form in which it is submitted by the Secretary of the Launceston and Western Railway Company; and beg to intimate for your information that I was no party to the former authority of £2400 for sidings, for the same reasons now entertained by me; viz.,—the absence of detailed estimates to enable me to judge of the sufficiency or otherwise of the amount, independent of which no provision has been made in any of the financial statements for the outlay now asked for. The urgency of additional sidings is undeniable.

SAML. V. KEMP.

14. 3. 71.

FORWARDED for the consideration of Mr. Commissioner Innes.

B. TRAVERS SOLLY.

16 March '71.

ACCEPTING Mr. Kemp's opinion that "the urgency of additional sidings is undeniable," and having satisfied myself as to their being funds to meet this outlay by putting aside less imperative items, I concur with Mr. Bartley in his recommendation.

F. M. INNES.

859.

*Launceston and Western Railway Company, Limited,  
Launceston, 14th March, 1871.*

SIR,

IN forwarding the enclosed application for concurrence in expenditure of £800 for "sidings," I have the honor to say that in the financial statement supplied there is no direct provision for this expenditure. There will be, however, considerable savings effected on the items "telegraphs" and "water arrangements;" but under any circumstances the Directors consider the construction of the sidings a necessity.

I have, &amp;c.,

(Signed)

H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary.*

REFERRED to the Commissioners for their observations.

J. M. WILSON.

15 March, 1871.

THE Commissioners have already made their observations upon a former application, dated 13th inst.

SAML. V. KEMP.

16. 3. 71.

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860.

*Launceston and Western Railway Company, Limited,  
Launceston, 5th April, 1871.*

SIR,

I HAVE the honor to state that a question of fees having been in dispute between the Directors and Engineers of this Company, has been referred to arbitration, and the award has been given in favour of the Engineers in the sum of £1689 17s., less £600 paid by the Company, with the charge of £9 14s. as costs, being a total sum of £1089 14s. (ten hundred eighty-nine pounds fourteen shillings) to be paid them; and, as the Solicitors engaged have applied for payment of the same, I have the honor to ask concurrence to this expenditure.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary.*

FORWARDED to the Commissioners for their observations.

J. M. WILSON.  
6 April, 1871.

RECOMMENDED to approval of the Government.

F. M. INNES.  
7 April.

BEFORE recommending this application for the concurrence of the Governor in Council, we are of opinion that a question which arose and has remained in abeyance from the time the Railway was commenced; viz.—whether the cost of drawing the necessary plans upon all conveyances of lands purchased for the Railway should be borne by the Engineers or the Company, should be finally settled.

THEODORE BARTLEY.  
SAML. V. KEMP.  
11. 4. 71.

I DISSENT thus far from the view of my colleagues:—I think that they, in concurrence with the Directory, having gone to arbitration on the payment to be made to the Engineers, and having received the arbitrators' decision, effect should be given to it at once. Or, if the final payment to be made to the Engineers will not cover the disputed item of drawing plans, then only so much as will cover that item—£150—should be retained till that question is settled.

F. M. INNES.

861.

BY ELECTRIC TELEGRAPH.

*Launceston, 17th April, 1871.*

THE disputed item on which it has been recommended to suspend £1089 is under £100, and there are payments to the amount of £600 remaining to be made to the parties for services for one year after opening. Pray append this to my Memo. to Colonial Secretary.

F. M. INNES.

B. T. SOLLY, *Esq.*

862.

*Colonial Secretary's Office, 17th April, 1871.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 5th instant, and in reply beg to inform you that the sum of £1689 14s. having been awarded by arbitration to the Engineers of the Launceston and Western Railway Company, of which amount the sum of £600 has been already paid, leaving a balance £1089 14s. still due, the Governor in Council has been pleased to authorise the payment of such balance, less the sum of £150, being the amount of a disputed claim for drawing the necessary plans upon all conveyances of land purchased for the Railway,—the total amount being £939 14s.

I have, &c.,

(Signed) J. M. WILSON.

H. DOWLING, *Esq., Secretary.*

*Office of the Commissioners Launceston and Western Railway,  
Launceston, 18th April, 1871.*

SIR,

REFERRING to the application of the Directory of the Launceston and Western Railway Company for the approval of the Governor in Council to the payment of £1089 17s. to the Company's Engineers, and to the decision thereon, suspending the payment of £150 thereof, we have the honor to advise that the whole sum (1089 17s.) be paid,—ample security remaining in the possession of the Company and Commissioners to cover the award of the Arbitrators in the event of the pending difference respecting lands' plans being referred to arbitration, and the award given being adverse to the Engineers.

We have, &c.,

(Signed)

FRED. M. INNES.

THEODORE BARTLEY.

*The Hon. the Colonial Secretary.*

We append communication on this subject received from the Company's Secretary.

18th April, 1871.

AWARD TO ENGINEERS.

GENTLEMEN,

THE Honorable the Colonial Secretary has written, in reply to my application for the usual concurrence of the Government in this expenditure, stating the decision arrived at is, that £939 14s. only be paid, pending decision of Arbitrator on a question of the responsibility or otherwise of the Engineers under Mr. Doyne's Contract to supply, at their cost, copies of lands' plans, for notices to landowners, and the diagrams attachable to conveyances.

I have the honor most respectfully to bring under your notice that the Engineers make no objection to this point being referred to arbitration, and have promised to promote a settlement in this manner whenever it may be submitted.

The amount will be somewhere about £120, should the copies referred to include diagrams on each deed: and if given in favour of the Company, could be deducted from the maintenance commission.

I beg most respectfully to submit that the Solicitor to the Engineers, through whom the demand for payment of the amount comes to the Directors, will scarcely accept the decision of the Government; and I therefore beg your consideration of the question with the view of obtaining concurrence in the full sum of the award.

I have, &c.,

(Signed)

H. DOWLING, *Secretary.*

*The Commissioners, Launceston.*

*Colonial Secretary's Office, 25th April, 1871.*

SIR,

I HAVE the honor to inform you that the Governor in Council has been pleased to approve of the expenditure of the following sums; viz.—

£800 for sidings at Exton, Bishopsbourne, Hagley, and Evandale.

£150 to be paid to the Engineers on account of the award made in their favour for the sum of £1089 14s. in payment of fees due to them, and of which amount the sum of £939 14s. has been already authorised.

£6 for cap-bands for Company's servants.

I have, &c.,

(Signed)

J. M. WILSON.

H. DOWLING, *Esq., Secretary.*

FENCING A STREET IN LONGFORD. CARTAGE OF IRON WORK *EX* "FUGITIVE." *DITTO EX* "BEREAN." TRAFFIC MANAGER'S TRAVELLING EXPENSES. RATES ON STATION MASTER'S HOUSE. OFFICIAL VISIT TO LONGFORD. Nos. 865 to 867.

## 865.

*Launceston and Western Railway Company, (Limited),  
Launceston, 1st February, 1871.*

SIR,

I HAVE the honor to request the concurrence of the Governor in Council in the following expenditure; namely,—

Fifteen Pounds fourteen shillings and sixpence (£15 14s. 6d.) for fencing a street at Longford.

This street having to be given in compensation for other streets closed.

I have, &c.,

(Signed) H. DOWLING.

*The Hon. the Colonial Secretary, Hobart Town.*

WE beg to recommend that the within-named authority to expend the sum of £15 14s. 6d. be granted.

SAML. V. KEMP.

F. M. INNES.

3. 2. 71.

## 866.

*Launceston and Western Railway Company, (Limited),  
Launceston, 1st February, 1871.*

SIR,

I HAVE the honor to request the concurrence of the Governor in Council in the following expenditure; namely,—

Forty-seven Pounds fourteen shillings and three-pence; viz.—

	£	s.	d.
Cartage of iron work <i>ex</i> "Fugitive" .....	10	2	3
Ditto <i>ex</i> "Berean" .....	27	0	0
Mr. Jetter, travelling expenses .....	1	13	0
Rates, Station Master's house .....	1	2	9
Official visit to Longford .....	7	16	3
	£47	14	3

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

WE beg to recommend that authority be granted for the sum herein asked for; viz.—£47 14s. 3d. for various necessary expenditures.

SAML. V. KEMP.

F. M. INNES.

3. 2. 71.

## 867.

*Colonial Secretary's Office, 6th February, 1871.*

SIR,

IN reply to your letters under date the 1st instant, I have the honor to acquaint you that the Governor in Council has approved of the following expenditure; namely,—

	£	s.	d.
Fencing a street at Longford .....	15	14	6
Cartage of iron work <i>ex</i> "Fugitive" .....	10	2	3
Cartage of iron work <i>ex</i> "Berean" .....	27	0	0
Mr. Jetter's travelling expenses .....	1	13	0
Rates on Station Master's house .....	1	2	9
Expenses of official visit to Longford .....	7	16	3

I have, &c.,

(Signed) J. M. WILSON.

H. DOWLING, *Esq., Secretary.*

TRAFFIC MANAGER'S TRAVELLING EXPENSES. RENTAL OF COTTAGE AT LAUNCESTON. TESTING BRIDGE. COAL FOR OFFICES. HIRE OF OFFICES. WHARFAGE. FENCING, &c. COMPENSATION TO DR. OZANNE. DITTO G. WATSON. OFFICIAL OPENING OF LINE FOR TRAFFIC. Nos. 868 TO 871.

868.

*Launceston and Western Railway Company (Limited),  
Launceston, 1st March, 1871.*

SIR,

I HAVE the honor to bring under your notice that, in going through the accounts for the Auditor, in view of the approaching termination of our commercial year, the Accountant finds a few small accounts for which the concurrence of the Governor does not seem to have been received; and I have the honor to ask such concurrence to prevent delay and trouble in the office of audit, namely:—

	£	s.	d.
1. Jetter—expenses, August 4th to 31st.....	4	10	6
2.        "       September 13th to 27th.....	2	8	0
3.        "       October 10th to November 21st.....	5	17	0
Applied for at the instance of the Auditor.			
4. 31st October—Rental of cottage at Launceston Station .....	5	0	0
Authority was got for January rent, but not for prior.			
5. Deardon—April, testing bridge, repaid by De Bergne.....	1	10	0
6. Ditcham—June, coal for offices.....	1	12	6
7. Mary Howard—8th December, hire of offices .....	10	0	0
A total of.....	£30	18	0

A total sum of £30 18s.

I have the honor to address this through the office of the Commissioners.

I have, &c.,

(Signed)

H. DOWLING, *Secretary.*

*The Honorable the Colonial Secretary, Hobart Town.*

#### REMARKS BY THE COMMISSIONERS.

ITEMS Nos. 1, 2, 3, and 4 are, in our opinion, strictly chargeable to revenue; but as items of the same nature have been paid from construction account, we would recommend the concurrence of the Governor in Council to the payment of these amounts upon the condition that they are entered with others of a similar character as accounts ("provisionally settled") to abide the decision of the Governor in Council whether they are eventually to be charged to construction or revenue account.

Items Nos. 5 and 6 we beg to recommend for the concurrence of the Governor in Council.

Item No. 7 was applied for and recommended by us on the 9th of December last. In case of need we beg to reserve our recommendation.

SAML. V. KEMP.

THEODORE BARTLEY.  
14. 3. 71.

#### MEMORANDUM.

THE Commissioners will please understand that in furnishing the enclosed letter to the Government I have to ask their concurrence simply because the Auditor will require the approval of the Governor. This officer obtained this approval in the case of prior expenses allowed Mr. Jetter by direct personal application to the Colonial Secretary, and requested me to get the approval of the within named, so far as concerns Mr. Jetter's expenses. The remaining items speak for themselves. Mr. Lord does not find any authority, and now requires it to prevent difficulty in audit of the accounts now going down.

H. DOWLING, *Secretary.*

*The Railway Commissioners, Launceston.*

*Launceston and Western Railway Company (Limited),  
Launceston, 9th March, 1871.*

SIR,

I have the honor to request concurrence of the Government in the expenditure of the sum of £123 13s. 9d. (one hundred and twenty-three pounds thirteen and ninepence) on the occasion of an official opening of the Railway for traffic.

I have, &c.,

H. DOWLING, *Secretary.*

*The Honorable the Colonial Secretary, Hobart Town.*

I DECLINE to recommend the within application, having uniformly in my capacity as an *ex officio* Director, and also as one of the Commissioners, strongly deprecated the expenditure of any portion of the funds of the Company in their present very straitened position in any expensive entertainment upon the opening of the Line, and urged upon the Directors the consideration that the cost of such entertainments, as in the present instance, if paid from the funds of the Company, must inevitably increase the liabilities of the ratepayers of the Railway district, who had no voice in the matter. If the amount applied for should be recommended by my fellow Commissioners, I submit for the consideration of the Government whether it should not be paid from the revenue of the Railway, of which the sum of £1212, being the first revenue available, has, as already reported by the Commissioners, been appropriated by the Directors in the payment of retrospective fees to themselves.

THEODORE BARTLEY.  
14. 3. 71.

UNDER the circumstances I think the within named charge a reasonable and a becoming outlay, and therefore recommend its being covered. But while doing this, I suggest that the payment should be made by the Directors, and that out of the moneys had by them from Messrs. Overend and Robb for line of engines and wagons prior to the opening of the Railway.

SAML. V. KEMP.  
14. 3. 71.

I do not consider this expenditure as exorbitant, and it is quite usual in character; and as regards the fund upon which it should be borne, I think the precedent established when the first sod of the Railway was turned by H.R.H. the Duke of Edinburgh is conclusive. The outlay on that occasion was met from the funds at the command of the Company and Commissioners. Practically the burden of the ratepayers will not be affected more by the account being met from one source than another.

F. M. INNES.  
16 March.

*Launceston and Western Railway Company (Limited),  
Launceston, 13th March, 1871.*

SIR,

I have the honor to request the concurrence of the Governor in Council in the following expenditure, namely—Ninety-nine pounds six shillings and sixpence (£99 6s. 6d.): viz.—

	£	s.	d.
1. Wharfage on engines, rails, &c.....	49	18	3
2. Fencing and clearing hedge (Land account).....	5	0	0
3. Wharfage, entry and labor, ex <i>Fugitive</i> .....	19	8	3
4. Compensation for land, Dr. Ozanne .....	10	0	0
5. Ditto, G. Watson.....	15	0	0
	£99	6	6

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

#### COMMISSIONERS' REMARKS.

WE beg to recommend the concurrence of the Governor in Council to the within application for the expenditure of ninety-nine pounds sixteen shillings and sixpence (£99 16s. 6d.).

SAML. V. KEMP.  
THEODORE BARTLEY.  
14. 3. 71.

## 871.

*Colonial Secretary's Office, 20th March, 1871.*

SIR,

In reply to your letters of the 1st, 9th, and 13th instant, I have the honor to inform you that the Governor in Council has been pleased to approve of the following expenditure in connection with the Launceston and Western Railway; viz:—

	£	s.	d.
On account of Mr. Jetter's travelling expenses from 4th August to 31st September, 13th to 27th October, 10th to 21st November, 1870.....	12	15	6
For rental of cottage at Launceston.....	5	0	0

The above items must be entered as "accounts provisionally settled," to abide the decision of the Governor in Council whether they are eventually to be charged to "construction" or "revenue" account.

	£	s.	d.
Testing bridge.....	1	10	0
Coal for offices.....	1	12	6
Hire of offices.....	10	0	0
Wharfage on engines, rails, &c.....	49	18	3
Fencing and clearing hedge.....	5	0	0
Wharfage, entry and labor, goods ex <i>Fugitive</i> .....	19	8	3
Compensation to Dr. Ozanne for land.....	10	0	0
Ditto G. Watson for land.....	15	0	0
On the occasion of the official opening of the Line for traffic.....	123	13	9

I have, &amp;c.,

H. DOWLING, Esq., Secretary.

(Signed) J. M. WILSON.

CONSTRUCTION OF TELEGRAPH FROM LAUNCESTON TO DELORAINE.  
SALARY OF INSPECTOR OF NEW CULVERT AT CAMERON'S. FELLING  
TREES. ACCOMMODATION WORKS. SHIPPING CHARGES. CARTAGE.  
ADVERTISING. Nos. 872 to 887.

## 872.

*Launceston and Western Railway, Launceston, 9th March, 1871.*

SIR,

As the Directors are anxious to meet the wishes of the public by the construction of the line of Telegraph, I am instructed to request the concurrence of the Governor in Council in expenditure of the necessary amount, not exceeding in the whole the sum of £2000, estimated in the financial statement in the hands of the Governor.

I have, &amp;c.

The Hon. the Colonial Secretary.

(Signed)

H. DOWLING, Secretary.

THE estimate of £2000 in the financial statement is based upon the cost of over £44 per mile, which is, in the opinion of the Commissioners, far more than will be required to complete an efficient Telegraph line, with all necessary contingencies, from Launceston to Deloraine. The Commissioners therefore cannot recommend this application. They are of opinion that the Engineers should be immediately called upon to furnish a detailed estimate of the amount and quantities required to complete such Telegraph line as contemplated by them.

The Commissioners beg to inform the Directors that the cost of the Telegraph lines throughout the Colony averages £25 per mile. This information has been furnished to the Commissioners by the Minister of Lands and Works.

SAML. V. KEMP.

THEODORE BARTLEY.

I WAS fully aware of the cost of the lines in the Colony. My letter to the Commissioners of to-day explains the circumstances under which the application for concurrence was made.

H. DOWLING.  
16 Mar. 1871.

I RECOMMEND that approval be given to so much of the outlay conditionally on particulars being furnished before further items are sanctioned.

F. M. INNES.

## 873.

*Launceston and Western Railway Company (Limited),  
Launceston, 16th March, 1871.*

SIR,

I HAVE the honor to apply for the concurrence of the Governor in Council in the expenditure of Two hundred and seventy pounds for the provision and erection of 900 telegraph poles at 6s. each, being the amount of tender made by Samuel Pennington and accepted by the Directors, conditionally on the concurrence, for which I have now the honor to apply, being given.

Your obedient Servant,

*The Hon. the Colonial Secretary.*

H. DOWLING, *Secretary.*

WE beg to recommend the concurrence of the Governor in Council to this expenditure as early as may be practicable; viz.,—£270 for nine hundred telegraph poles at 6s. each.

SAML. V. KEMP.

THEODORE BARTLEY.  
16 Mar. 1871.

## 874.

BY ELECTRIC TELEGRAPH.

THE Company may accept the tender for 900 telegraph poles at 6s.

H. DOWLING, *Esq., Secretary.*

J. M. WILSON.  
17 Mar. 1871.

## 875.

*Launceston and Western Railway, 16th March, 1871.*

Re TELEGRAPH.

GENTLEMEN,

THE manner in which the Members of the Government, when in Launceston, pressed upon my attention the importance of this work being at once entered upon,—the urgency with which the people of the districts are pressing it upon my attention,—the fact that the person tendering for the erection of the poles remains in suspense, in consequence of his tender having been accepted conditionally upon the concurrence of the Governor,—as well as my own conviction of the importance of the work,—led me at once, on the acceptance of the tender on the 9th instant, to seek the approval of the Commissioners to my letter to the Colonial Secretary, in which I asked the general concurrence of the Governor to the expenditure set forth in the estimate of finance, not delaying for any actual estimate—and which, indeed, has not been insisted on in some other questions included in such financial statement—from the Engineers or others, knowing that the actual expenditure would be far below such estimate, and would be controlled by the Directors. And I must say that I am surprised that, after an entire week's delay, the Commissioners should now advise me that they had not sent on my letter to the Colonial Secretary, and that they decline to recommend the application in the absence of a thorough estimate for the whole work.

Over and over again it has been urged from the Commissioners' Office that *sufficient* requisitions should be sent in; and now, in this particular instance, when the absolute acceptance of a small portion of the contract is presented, and the tenderer kept in suspense, it is urged that the sum asked for must be on an estimate of the whole work.

Under these circumstances, I beg to ask that the contract for the poles may be confirmed, by the concurrence of the Governor in Council; and which I beg to ask you to recommend to-day.

Your obedient Servant,

*The Commissioners, Launceston.*

H. DOWLING, *Secretary.*

## 876.

*Colonial Secretary's Office, 1st May, 1871.*

SIR,

IN reply to your letter of the 16th March last, I have the honor to acquaint you that the Governor in Council approves of the expenditure of the sum of Two hundred and seventy pounds for the purchase and erection of Nine hundred telegraph poles.

I have, &c.,

(Signed) J. M. WILSON.

*The Secretary, Launceston and Western Railway Company.*



877.

*Launceston and Western Railway Company (Limited),  
Launceston, 19th April, 1871.*

SIR,

I HAVE to request the concurrence of the Government in the expenditure of £970 for completion of telegraph line to Deloraine from Launceston.

Your obedient Servant,

H. DOWLING, *Secretary.*

*The Hon. Colonial Secretary, Hobart Town.*

WE recommend that the concurrence of the Governor in Council be given to the within application for £970 for completion of telegraph line from Launceston to Deloraine.

THEODORE BARTLEY.

SAML. V. KEMP.

24. 4. 71.

APPROVED.

J. M. WILSON.

4 May, 1871.

878.

SIR,

*Colonial Secretary's Office, 4th May, 1871.*

I HAVE the honor to acknowledge the receipt of your letter of the 19th instant, asking for the concurrence of the Government in the expenditure of £970 for completion of the telegraph line to Deloraine from Launceston; and in reply beg to inform you that I approve of this expenditure, and will obtain the approval of the Governor in Council at the next meeting of the Executive Council.

I have, &amp;c.,

(Signed) J. M. WILSON.

*The Secretary, Launceston and Western Railway Company.*

879.

*Launceston and Western Railway Company, Limited,  
Launceston, 5th May, 1871.*

SIR,

I HAVE the honor to ask the concurrence of the Governor in Council to the following expenditure; viz.—Fifty-seven pounds ten shillings (£57 10s.) for salary of Inspector of new culvert at Cameron's.

I have, &amp;c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

WE beg to recommend the within-named application for the concurrence of the Governor in Council; viz.—£57 10s.

SAML. V. KEMP.

6. 5. 71.

THEODORE BARTLEY.

11. 5. 71.

880.

*Launceston and Western Railway Company, Limited,  
Launceston, 5th May, 1871.*

SIR,

I HAVE the honor to ask the concurrence of the Governor in Council to the following expenditure:—Felling trees. £38 7s. 10d. for felling trees affecting the security of the works and safety of the public.

I have, &amp;c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

WE beg to recommend the within application for £38 7s. 10d., for felling trees in close proximity to the line of rails, for the concurrence of the Governor in Council.

SAML. V. KEMP.

6. 5. 71.

THEODORE BARTLEY.

11. 5. 71.

189

881.

*Launceston and Western Railway Company, Limited,  
Launceston, 5th May, 1871.*

SIR,

I HAVE the honor to ask the concurrence of the Governor in Council to the following expenditure:—Lands compensation, £20 13s. 3d. for construction of accommodation works on the estate of Geo. Ritchie, Esq., Longford.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

WE beg to recommend the within-named application for £20 13s. 3d. for the concurrence of the Governor in Council.

SAML. V. KEMP.

6. 5. 71.

THEODORE BARTLEY.

11. 5. 71.

882.

*Launceston and Western Railway Company, Limited,  
Launceston, 5th May, 1871.*

SIR,

I HAVE the honor to ask the concurrence of the Governor in Council to the following expenditure; viz.—Six pounds two shillings (£6 2s.) shipping charges on tools from Melbourne *ex* "Tiverton" and "London."

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

WE beg to recommend that the within-named application be granted, £6 2s.

SAML. V. KEMP.

6. 5. 71.

THEODORE BARTLEY.

11. 5. 71.

883.

*Launceston and Western Railway Company, Limited,  
Launceston, 10th May, 1871.*

SIR,

I HAVE the honor to request the concurrence of the Governor in Council in the following expenditure:—£7 10s. cartage of iron-work from the wharf.

Your obedient Servant,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

THIS expenditure has been incurred in cartage and labour in removing two Turn-tables from the wharf to the Station Ground, Launceston.

I beg to recommend that authority be granted for the expenditure herein asked for; viz., £7 10s.

SAML. V. KEMP.

12. 5. 71.

THEODORE BARTLEY.

13. 5. 71.

884.

*Launceston and Western Railway Company, Limited,  
Launceston, 10th May, 1871.*

SIR,

I HAVE the honor to request the concurrence of the Governor in Council in the following expenditure :—£9 12s. 6d. shipping charges on goods from England.

Your obedient Servant,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

£3 18s. 6d. of the sum now asked for has been expended in freight and charges on Tools, and £5 14s. in freight and charges on Turn-tables from Melbourne to Launceston, making a total of £9 12s. 6d.

I beg to recommend that authority be granted for the amount herein asked for; viz., £9 12s. 6d.

SAML. V. KEMP.

12. 5. 71.

THEODORE BARTLEY.

13. 5. 71.

885.

*Launceston and Western Railway Company, Limited,  
Launceston, 10th May, 1871.*

SIR,

I HAVE the honor to request the concurrence of the Governor in Council to the following expenditure :—£2 13s. advertising tenders.

Your obedient Servant,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

THE amount herein asked for has been expended in advertising for works of construction. I beg to recommend that authority be granted for the expenditure of £2 13s.

SAML. V. KEMP.

12. 5. 71.

THEODORE BARTLEY.

13. 5. 71.

886.

*Colonial Secretary's Office, 15th May, 1871.*

SIR,

I HAVE the honor to inform you that the Governor in Council has been pleased to approve, upon the application of the Directors of the Launceston and Western Railway Company, of the following expenditure :—

	£	s.	d.
Completion of the Telegraph Line from Launceston to Deloraine.....	970	0	0
Salary of Inspector of new Culvert at Cameron's .....	57	10	0
Felling trees affecting the security of the works and safety of the public ....	38	7	10
Construction of accommodation works on the Estate of Geo. Ritchie, Esq., Longford .....	20	13	3
Shipping charges on tools from Melbourne <i>ex</i> "Tiverton" and "London" ..	6	2	0
Cartage of iron-work from the Wharf .....	7	10	0
Shipping charges on goods from England .....	9	12	6
Advertising for Tenders .....	2	13	0

I have, &amp;c.,

(Signed) J. M. WILSON.

*H. DOWLING, Esq., Secretary.*

## 887.

*Railway Commissioners' Office, Public Buildings, Launceston,  
17th July, 1871.*

SIR,

ON the 16th of last March the Directory of the Launceston and Western Railway Company applied for and obtained authority to expend £270 in obtaining 900 telegraph poles; and on the 18th of April following they again applied for and obtained a further authority to expend £968, making a total sum of £1238, which was represented to the Commissioners as sufficient to complete the line of telegraph from Launceston to Deloraine.

At last Tuesday's Board meeting an account was presented for poles duly certified to by the Engineers of the Company, in which account an excess or extra amounting to £31 4s. had been incurred over and above the authorised sum of £270 set apart for this portion of the work.

The Directory have asked the Commissioners to sign a cheque for this amount of extra poles; upon the understanding that it is to be taken out of the latter authority of £968; and in the event of such authority not proving sufficient, they are willing to pay for any excess out of revenue account. To this arrangement I have thought it my duty—although the sum is small—on principle to demur, as I disapprove of the non-compliance by the Directory of clause No. 7 of the Railway Act, No. 5, which provides that the consent of the Governor in Council must be obtained in all such cases before the commencement of the work. And I now address you lest it should come before you in another shape.

I have, &c.,

*The Hon. the Colonial Secretary, Hobart Town.*

(Signed)

SAML. V. KEMP.

ALLOWANCE TO STATION MASTER IN LIEU OF FUEL, LIGHT, AND WATER.  
WHARFAGE. COMPENSATION TO J. PRICE. Nos. 888 to 892.

## 888.

*Launceston and Western Railway Company (Limited),  
Launceston, 23rd March, 1871.*

SIR,

THE Station Master at Launceston, who receives £200 per annum salary, is entitled to light and firing, in lieu of which the Directors propose giving him £10 per annum in money; and as this is, practically, an increase of the salary, I have the honor to ask concurrence in this expenditure.

I have, &c.,

*The Hon. the Colonial Secretary.*

(Signed)

H. DOWLING, *Secretary.*

REFERRED to the Commissioners.

J. M. WILSON.

25 March, 1871.

WE beg to recommend that an allowance of £10 per annum be given to the Station Master at Launceston for light, fuel, and water.

SAML. V. KEMP.

THEODORE BARTLEY.

27. 3. 71.

APPROVED.

J. M. WILSON.

28 March, 1871.

## 889.

*Colonial Secretary's Office, 28th March, 1871.*

SIR,

IN reply to your letter of the 23rd instant, I have the honor to acquaint you that I acquiesce in an allowance of ten pounds per annum being given to the Station Master at Launceston for light, fuel, and water, and that His Excellency will be advised to confirm such approval at the next meeting of the Executive Council.

I have, &c.,

H. DOWLING, *Esq., Secretary.*

(Signed)

J. M. WILSON.

192

890.

*Launceston and Western Railway Company (Limited),  
Launceston, 23rd March, 1871.*

SIR,

I HAVE the honor to request the concurrence of the Governor in Council to the following expenditure, viz.—Thirty-five pounds six shillings.

	£	s.	d.
Wharfage and entry on ironwork ex <i>Berean</i> .....	32	6	0
Compensation to J. Price (land).....	3	0	0
	<u>£35</u>	<u>6</u>	<u>0</u>

I have, &c.,

(Signed)

H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

WE beg to recommend the concurrence of the Governor in Council to the within-named authorities asked for, viz.—£35 6s. (Thirty-five pounds six shillings.)

SAML. V. KEMP.

25. 3. 71.

THEODORE BARTLEY.

27. 3. 71.

891.

*Colonial Secretary's Office, 1st April, 1871.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 23rd ultimo, and in reply beg to inform you that I approve of the following expenditure; viz.—

	£	s.	d.
Wharfage and entry on ironwork ex <i>Berean</i> .....	32	6	0
Compensation to J. Price (land).....	3	0	0
	<u>£35</u>	<u>6</u>	<u>0</u>

The approval of the Governor in Council will be obtained at the next meeting of the Executive.

I have, &c.,

(Signed)

J. M. WILSON.

H. DOWLING, *Esq., Secretary.*

892.

*Colonial Secretary's Office, 12th April, 1871.*

SIR,

IN reply to your letters under date the 23rd ultimo, I have the honor to acquaint you that the Governor in Council has approved of the following expenditure; namely:—

- Thirty-two pounds six shillings, wharfage and entry on ironwork ex *Berean*;
- Three pounds, compensation to J. Price for land;
- Ten pounds per annum to the Station Master in lieu of fuel, light, and water.

I have, &c.,

(Signed)

J. M. WILSON.

H. DOWLING, *Esq., Secretary.*

RENT OF OFFICES. FELLING TREES. SHIPPING CHARGES. PURCHASE OF LAND FROM MRS. WENTWORTH, AND COMPENSATION TO TENANT. COALING ROAD AND PLATFORM AT LAUNCESTON STATION. Nos. 893 to 898.

## 893.

*Launceston and Western Railway Company (Limited),  
Launceston, 10th May, 1871.*

SIR,

I FIND from a memorandum by the Auditor that authority has not been asked for the sum of £5 for rent of offices paid Mrs. King, fortnight ending September 16, 1870; and which authority I have now the honor to ask.

*The Hon. the Colonial Secretary.*

I have, &c.,

(Signed)

H. DOWLING, *Secretary.*

REFERRED to the Commissioners.

B. TRAVERS SOLLY.

11 May, 1871.

THE omission to obtain authority must have been inadvertent, as there is no question as to the liability. Recommended.

F. M. INNES.

FORWARDED to Mr. Commissioner Kemp.

B. TRAVERS SOLLY.

15 May, 1871.

RECOMMENDED for the concurrence of the Governor in Council.

SAML. V. KEMP.

16. 5. 71.

## 894.

*Launceston and Western Railway Company (Limited),  
Launceston, 17th May, 1871.*

SIR,

I HAVE the honor to ask concurrence in expenditure of £38 15s 1d., cost of felling trees affecting the security of the works and the safety of the public.

I have, &c.,

*The Hon. the Colonial Secretary.*

(Signed)

H. DOWLING, *Secretary.*

WE beg to recommend this further expenditure for felling trees along the line of railway for the concurrence of the Governor in Council; viz.,—£38 15s. 1d.

SAML. V. KEMP.

17. 5. 71.

THEODORE BARTLEY.

## 895.

*Launceston and Western Railway Company (Limited),  
Launceston, 17th May, 1871.*

SIR,

I HAVE the honor to ask concurrence in the expenditure of £8 18s. for shipping charges on tools per *Derwent* from Melbourne, transhipment from *Bengal* from London.

I have, &c.,

*The Hon. the Colonial Secretary.*

(Signed)

H. DOWLING, *Secretary.*

RECOMMENDED for the concurrence of the Governor in Council; viz.,—£8 18s. for freight and shipping charges upon tools.

SAML. V. KEMP.

17. 5. 71.

THEODORE BARTLEY.

896.

*Launceston and Western Railway Company (Limited),  
Launceston, 17th May, 1871.*

SIR,

I HAVE the honor to ask concurrence in the expenditure of £20, cost of land purchased from Mrs. Wentworth for a road; and £2 compensation to Henry Dobson, tenant, for land taken for station at Exton: together £22 (twenty-two pounds.)

I have, &amp;c.,

(Signed) H. DOWLING, *Secretary.**The Hon the Colonial Secretary.*

RECOMMENDED for the concurrence of the Governor in Council; viz.,—Lands claims amounting to £22.

SAML. V. KEMP.

17. 5. 71.

THEODORE BARTLEY.

897.

*Launceston and Western Railway Company (Limited),  
Launceston, 17th May, 1871.*

SIR,

I HAVE the honor to ask concurrence in the expenditure of £150 8s. for a coaling road and coal platform at Launceston Station.

I have, &amp;c.,

(Signed) H. DOWLING, *Secretary.**The Hon. the Colonial Secretary.*

RECOMMENDED for the concurrence of the Governor in Council; viz.,—£150 8s. for the making of road leading to the Coal Dépôt.

SAML. V. KEMP.

19. 5. 71.

THEODORE BARTLEY.

898.

*Colonial Secretary's Office, 23rd May, 1871.*

SIR,

I HAVE the honor to inform you that the Governor in Council has been pleased to approve,—on the recommendation of the Commissioners of the Launceston and Western Railway,—of the following expenditure; namely,—

Five pounds for rent of offices due to Mrs. King for fortnight ending 16th September, 1870.

Thirty-eight pounds fifteen shillings and one penny, being a further expenditure on account of felling trees affecting the security of the works and the safety of the public.

Eight pounds and eighteen shillings for shipping charges on tools per *Derwent* from Melbourne.

Twenty-two pounds, consisting of twenty pounds, cost of land purchased from Mrs. Wentworth for a road; and two pounds, compensation to Henry Dobson, tenant, for land taken for Station at Exton.

One hundred and fifty pounds and eight shillings for a coaling road and coal platform at Launceston Station.

I have, &amp;c.,

(Signed) J. M. WILSON.

H. DOWLING, *Esq., Secretary.*

FELLING TREES. FEES TO AUDITORS. ADDITIONAL SUM AUTHORISED  
FOR ERECTING TWO LOCOMOTIVES. Nos. 899 to 902.

899.

*Launceston and Western Railway Company, (Limited),  
Launceston, 29th May, 1871.*

SIR,

I HAVE the honor to ask the concurrence of the Governor in Council in expenditure of Twenty-two pounds four shillings for felling trees affecting the security of the works and the public safety.

Your obedient Servant,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary.*

RECOMMENDED for the concurrence of the Governor in Council; viz., £22 4s. for felling Trees in close proximity to the Line of Railway.

SAML. V. KEMP.  
31. 5. 71.

THEODORE BARTLEY.

900.

*Launceston and Western Railway Company, (Limited),  
Launceston, 29th May, 1871.*

SIR,

I HAVE to beg that the concurrence of the Governor in the expenditure of Twenty-one pounds Fees to the Auditors appointed under the statute known as "The Joint Stock Companies Act."

Your obedient Servant,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary.*

RECOMMENDED for the concurrence of the Governor in Council; viz., £21 for Auditors' Fees for auditing the half-yearly Accounts of the Company up to the 16th March last.

SAML. V. KEMP.  
31. 5. 71.

THEODORE BARTLEY.

901.

*Launceston and Western Railway Company, (Limited),  
Launceston, 30th May, 1871.*

SIR,

I HAVE the honor to ask further concurrence of the Governor in Council in an expenditure of £3 19s. 11d. for erecting Engines, the amount previously concurred in being £234 and the expenditure having been £237 19s. 11d.

Yours truly,

(Signed) H. DOWLING, *Secretary.*

*The Hon the Colonial Secretary.*

RECOMMENDED for the concurrence of the Governor in Council; viz., £3 19s. in addition to the authority already granted for erecting two Locomotives.

SAML. V. KEMP.  
31. 5. 71.

THEODORE BARTLEY.



*Colonial Secretary's Office, 5th June, 1871.*

SIR,

I HAVE the honor to inform you that the Governor in Council, upon the application of the Directors of the Launceston and Western Railway Company, has been pleased to approve of the following expenditure, namely, Twenty-two pounds and four shillings for felling trees affecting the security of the works and the public safety.

Twenty-one pounds Fees to the Auditors for auditing the half-yearly Accounts of the Company up to the 16th March last.

Three pounds nineteen shillings and eleven pence, in addition to the amount already authorised, namely £234, for erecting two Locomotives.

I have, &c.,

(Signed) J. M. WILSON.

H. DOWLING, Esq., Secretary Launceston and Western Railway Company.

FELLING TREES. WORKSHOPS. FENCING LAND TAKEN FROM MR. G. RITCHIE'S ESTATE, AND COMPENSATION FOR THE SAME. Nos. 903 to 906.

### 903.

*Launceston and Western Railway Company (Limited),  
Launceston, 22nd May, 1871.*

SIR,

I HAVE the honor to ask concurrence in the expenditure of £6 15s. 6d. on account of felling trees on the Line.

Your obedient Servant,

H. DOWLING, Secretary.

*The Hon. the Colonial Secretary.*

RECOMMENDED for the concurrence of the Governor in Council; viz.,—£6 15s. 6d. for felling trees along the Line.

SAML. V. KEMP.

23. 5. 71.

THEODORE BARTLEY.

F. M. INNES.

### 904.

*Launceston and Western Railway Company (Limited),  
Launceston, 22nd May, 1871.*

SIR,

I HAVE the honor to ask that the concurrence of the Government may be given to the expenditure of Twelve hundred and fifty-nine pounds six shillings and eight pence (£1259 6s. 8d.) on workshops at Launceston,—being £999 6s. 8d. amount of tender for the erection of the shops, and £260 being the estimate of Mr. Harry Conway for a tyre furnace in connection with the same shops.

Your obedient Servant,

H. DOWLING, Secretary.

*The Hon. the Colonial Secretary.*

RECOMMENDED for the concurrence of the Governor in Council; but suggest that the amount herein asked for—viz., £1259 6s. 8d.—be divided in two authorities; viz.—

	£	s.	d.
For the erection of the superstructure of the workshops by contract .....	999	6	8
For the erection by day labour of a tyre furnace in connection with the work-shops—estimated amount only .....	260	0	0

SAML. V. KEMP.

23. 5. 71.

F. M. INNES.

THEODORE BARTLEY.

905.

*Launceston and Western Railway Company (Limited),  
Launceston, 22nd May, 1871.*

SIR,

I HAVE the honor to ask concurrence for the sum of Eight pounds (£8) to Robert Chandler for fencing on Mr. George Ritchie's estate at Longford, and forming part of compensation in respect to land taken for the Railway.

Your obedient Servant,

*The Hon. the Colonial Secretary.*

H. DOWLING, *Secretary.*

RECOMMENDED for the concurrence of the Governor in Council, £8, to be charged against Land claims.

SAML. V. KEMP.

23. 5. 71.

THEODORE BARTLEY.

F. M. INNES.

906.

*Colonial Secretary's Office, 29th May, 1871.*

SIR,

I HAVE the honor to acquaint you that the Governor in Council has, upon the application of the Directors of the Launceston and Western Railway Company, approved of the following expenditure; namely—

£6 15s. 6d. on account of felling trees on the Line.

£1259 6s. 8d. on workshops at Launceston.

For the erection of the superstructure of the workshops by contract, £999 6s. 8d.

For the erection by day labour of a tyre-furnace in connection with the workshops: estimated amount £260.

£8 to Robert Chandler for fencing on Mr. G. Ritchie's estate at Longford, and forming part of compensation in respect to land taken for the Railway.

I have, &c.,

H. DOWLING, *Esq., Secretary.*

(Signed) J. M. WILSON.

#### AMALGAMATION OF AMOUNTS AUTHORISED FOR STATION BUILDINGS AND WATER SUPPLY. Nos. 907 AND 908.

907.

*Launceston and Western Railway Company, Limited,  
Launceston, 1st June, 1871.*

SIR,

As you are aware His Excellency the Governor concurred in the expenditure of the following sums of money at the dates given; namely—

£10,000, Station Buildings, April 13, and May 23, 1870;

£1500, Water Supply, June 21, 1870.

The Directors deem it advisable that these accounts merge into one in the total of £11,500, in which the Commissioners agree; and I have therefore respectfully to request that the Governor in Council will sanction this proposal, so that future payments may be quoted on the one authority for £11,500.

Yours obediently,

*The Hon. the Colonial Secretary, Hobart Town.*

H. DOWLING, *Secretary.*

THE object in asking this authority to amalgamate these two accounts is that it is probable that the £10,000 voted for the erection of Stations will be exceeded, and that a saving will be effected upon the £1500 authorised for water supply.

We see no objection to the course desired by the Company, and beg to recommend that for the future the two accounts be cited as one.

SAML. V. KEMP.

THEODORE BARTLEY.

2. 6. 71.

908.

*Colonial Secretary's Office, Hobart Town, 5th June, 1871.*

SIR,

I HAVE the honor to inform you that the Governor in Council upon the application of the Directors of the Launceston and Western Railway Company, and with the recommendation of the Commissioners, has been pleased to approve of the two items, namely, £10,000 for Station Buildings, authorised 23rd May, 1870, and £1500 for water supply, sanctioned 21st June, 1870, being amalgamated, and the expenditure under either item being charged against the aggregate total.

H. DOWLING, *Esq.*, *Secretary.*

I have, &amp;c.,

(Signed) J. M. WILSON.

BALANCE DUE TO ENGINEERS. Nos. 909 to 911.

909.

*Launceston and Western Railway Company, (Limited),  
Launceston, 6th June, 1871.*

SIR,

I HAVE the honor to state for the information of the Government that there remains to be paid to the Engineers of the Company, under their Contract dated 1st May, 1867, a balance of £600, for which, as the moneys have to be paid out of the last Loan, 33rd Vict. No. 21, it is necessary to obtain concurrence of the Governor.

I have, therefore, respectfully to request such concurrence (Six hundred Pounds).

*The Hon. the Colonial Secretary.*

Yours, &amp;c.,

(Signed)

H. DOWLING, *Secretary.*

WE recommend that the concurrence of the Governor in Council be given to the application for £150 *only*, being the first instalment of the Engineers' maintenance money under their Contract, for which we have already forwarded a certificate for payment to the Hon. the Colonial Treasurer.

SAML. V. KEMP.

THEODORE BARTLEY.

6. 6. 71.

910.

*Launceston and Western Railway Company, (Limited),  
Launceston, 20th June, 1871.*

SIR,

I ADDRESSED you on the 6th instant through the Commissioners, the usual form, asking concurrence in the sum of £600, balance to Engineers—£150 of which was due on the 14th May last.

The Commissioners, I am informed, approved and sent on the necessary endorsement.

An answer is urgent, as the Colonial Treasurer awaits this before sending the necessary funds.

Yours, &amp;c.,

(Signed)

H. DOWLING, *Secretary.**The Hon. the Colonial Secretary.*

911.

*Colonial Secretary's Office, 19th June, 1871.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 6th instant, applying for the approval of the Governor in Council to the payment of the sum of Six hundred Pounds as the balance due to the Engineers under their Contract dated 1st May, 1867; and in reply beg to inform you that the Governor in Council, upon the recommendation of the Commissioners, has been pleased to approve of the payment of One hundred and fifty Pounds out of the said sum of Six hundred Pounds, being the first instalment of the Engineers' maintenance money under their Contract.

I have, &amp;c.,

(Signed)

J. M. WILSON.

H. DOWLING, *Esq.*, *Secretary.*

## FELLING TREES. SIDINGS AT GLENORE STATION. Nos. 912 to 914.

912.

*Launceston and Western Railway Company, (Limited),**Launceston, 14th June, 1871.*

SIR, I HAVE to request the concurrence of Government in the expenditure of Seventeen pounds two shillings and nine pence for felling and clearing trees, necessary to be removed for the safety of the public and of the works, (£17 2s. 9d.).

Yours, &amp;c.,

(Signed)

H. DOWLING, *Secretary.**The Hon. the Colonial Secretary, Hobart Town.*

RECOMMENDED for the concurrence of the Governor in Council, viz., £17 2s. 9d. for felling trees along the Line of Railway.

SAML. V. KEMP.

THEODORE BARTLEY.

14. 6. 71.

913.

*Launceston and Western Railway Company, (Limited),**Launceston, 14th June, 1871.*

SIR, I HAVE to request the concurrence of the Government in the expenditure of £170 (One hundred and seventy pounds) for siding and road at the Glenore Station.

Yours, &amp;c.,

(Signed)

H. DOWLING, *Secretary.**The Hon. the Colonial Secretary, Hobart Town.*

RECOMMENDED for the concurrence of the Governor in Council, viz., £170 for siding at the Glenore Station.

SAML. V. KEMP.

THEODORE BARTLEY.

14. 6. 71.

914.

*Colonial Secretary's Office, 19th June, 1871.*

SIR, I HAVE the honor to inform you that the Governor in Council has been pleased to approve, upon the application of the Directors of the Launceston and Western Railway Company, of the following expenditure:—

Seventeen pounds two shillings and nine pence for felling and clearing trees, necessary to be removed for the safety of the public and of the works.

One hundred and seventy pounds for siding and road at the Glenore Station.

I have, &amp;c.,

H. DOWLING, *Esq., Secretary.*

(Signed)

J. M. WILSON.

## SHIPPING CHARGES. REMOVAL OF THE EXTON TOLL-BAR. Nos. 915 to 917.

915.

*Launceston and Western Railway Company (Limited),**Launceston, 21st June, 1871.*

SIR,

I HAVE to beg the concurrence of the Governor in Council in the expenditure of £15 18s. 6d., shipping charges on tools from London *via* Melbourne.

I have, &amp;c.,

(Signed)

H. DOWLING, *Secretary.**The Hon. the Colonial Secretary, Hobart Town.*

RECOMMENDED for the concurrence of the Governor in Council, viz., £15 18s. 6d. for shipping charges on tools from England.

SAML. V. KEMP.

THEODORE BARTLEY.

23. 6. 71.

916.

*Launceston and Western Railway Company, (Limited),  
Launceston, 21st June, 1871.*

SIR,

I BEG that the Governor in Council will authorise the expenditure of £2 for a payment made the Trustees of the Exton Road Trust for removal of the Toll-bar and appurtenances, rendered necessary by the diversion of the road for railway purposes.

I have, &amp;c.,

(Signed)

H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

RECOMMENDED for the concurrence of the Governor in Council, viz., £2 for the removal of the Exton Toll-bar.

SAML. V. KEMP.

THEODORE BARTLEY.

23. 6. 71.

917.

*Colonial Secretary's Office,  
26th June, 1871.*

SIR,

In reply to your letters under date the 21st instant, I have the honor to acquaint you that the Governor in Council has approved of the following expenditure, namely:—

Fifteen pounds eighteen shillings and sixpence, shipping charges on tools from London *via* Melbourne.

Two pounds being payment to the Trustees for the removal of the Exton Toll-bar.

I have, &amp;c.,

(Signed)

J. M. WILSON.

H. DOWLING, *Esq., Secretary.*

ADDITIONAL AMOUNT FOR SIDINGS. Nos. 918 to 921.

918.

*Launceston and Western Railway Company (Limited), 21st June, 1871.*

SIR,

I HAVE the honor to request the concurrence of the Governor in Council in an expenditure of £346 9s. 7d. for sidings.

Your obedient Servant,

H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

919.

*Launceston and Western Railway Company (Limited), 19th July, 1871.*

SIR,

I HAVE the honor to refer you to my letter of the 21st June, in which I have asked concurrence of the Governor in Council in the expenditure of £346 9s. 7d. for balance of sidings. I have now to beg that £10 12s. 11d. be added to this sum, making it £357 2s. 6d.

I have, &amp;c.,

(Signed)

H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary.*

THIS account was submitted to the Commissioners as far back as the 21st June last for extra authority required for sidings executed by Messrs. Overend and Robb; payment for which was objected to by my co-Commissioners and myself until we had been satisfied that the charges made in such account were correct. Up to the present time no satisfactory information has been afforded to warrant its being entertained by me; independent of which I disapprove of the non-compliance by the Directory of Clause 7 of the Railway Act, No. 5, which provides that the consent of the Governor in Council shall be obtained in all such cases before the commencement of the work. I therefore decline on principle to recommend any account which has not received such consent before the commencement of the work.

SAML. V. KEMP.

31. 7. 71.

THE construction of sidings was concurred in by the Commissioners as indispensable to the opening of the Line, and an expenditure of £2000 recommended by them and concurred in by the Governor in Council. This amount has been exceeded by the sum of £357 2s. 6d. and duly certified by the Engineers to be due to the Contractors, and must be paid by the Company either from construction or revenue account. Considering this expenditure properly chargeable to construction account, and that it would be most undesirable to charge it to revenue account, I beg to recommend the within application for £357 2s. 6d. for the concurrence of the Governor in Council. The Engineers would appear, as they state, to have given all the information in their power as to the arrangement for this work with the Contractors, and I am satisfied with such information.

THEODORE BARTLEY.  
10. 8. 71.

*Launceston and Western Railway Company, Limited,  
Launceston, 11th August, 1871.*

DEAR SIR,

MR. Bartley continues very ill at his home. He yesterday sent for me with reference to the question of sidings, the concurrence in the expenditure of which I applied for on the 21st June and 19th July last, and which communications you had referred to him for an expression of his opinion.

I see Mr. Kemp, after making a most exaggerated statement as to the absence of due information, goes on to base his objection to the payment on the alleged fact that the work in question was commenced without the consent of the Governor in Council under Clause 7 of Railway Act, No. 5. I submit that this question was set at rest by the correspondence in March and April, 1870; on the 11th of the latter month the Governor in Council having concurred in the expenditure of £2400 under the head of sidings, and again in April, 1871, when the Governor acquiesced in the further expenditure of £800, making together £3200; of which £2000 was paid to the Contractors on account in January, 1871, thus leaving a balance in hand of £1200. When the work was completed and measured up the Contractors' claim was found to amount to £1546 9s. 7d., in addition to an account for cartage for £10 12s. 11d. These charges rendered it necessary for the Directors to ask a further concurrence in the outlay of £357 2s. 6d.

I trust this explanation will be deemed sufficient to justify your name being attached to Mr. Bartley's recommendation of yesterday's date.

Mr. Bartley only deals with the sum of £2000 paid on account. The concurrence of the Governor in Council is fully set out by me above.

I desire to add that the Contractors are very much irritated by the delay which has taken place since the 21st June last, and I most respectfully urge your immediate attention. You will note that provision was made in the finance memorandum for this item in full.

Yours truly,

*The Hon. F. M. INNES, Esq.*

H. DOWLING, *Secretary.*

THIS expenditure is necessary and has been estimated and provided for in the last financial adjustments between the Directory and Commissioners, and I do not deem the reasons assigned by Mr. Kemp sufficient to warrant payment or authority for payment being withheld. Those reasons are (1) that the Commissioners have not been satisfied as to the correctness of the charges,—to which I beg to reply that both Mr. Bartley and myself have been satisfied thereon; (2) non-compliance of the Directory with the Clause in the Railway Act which requires previous consent to expenditure from the Governor in Council,—upon which I would remark that in some cases a literal compliance with that condition would have seriously impeded necessary operations; and in the present instance I submit that it would be an excessive penalty to make this imperative outlay a personal liability of the Directors for their oversight.

F. M. INNES.  
12th August, 1871.

920.

*Colonial Secretary's Office, 14th August, 1871.*

SIR,

I HAVE the honor to inform you that the Governor in Council has been pleased to approve, upon the application of the Directors of the Launceston and Western Railway Company, and with the recommendation of the Commissioners, of the expenditure of the sum of £357 2s. 6d., being the balance due to the Contractors for the construction of "sidings" in excess of the amount already authorised.

H. DOWLING, *Esq., Secretary.*

I have, &c.,

(Signed) J. M. WILSON.

*Railway Commissioners' Office, Public Buildings,  
Launceston, 19th August, 1871.*

SIR,

I REGRET exceedingly being obliged to again call your attention to an act of indiscretion of my co-Commissioner, Mr. Bartley, in showing the Secretary of Launceston and Western Railway Company the remarks I made upon an application from him to yourself for authority to expend a further sum upon sidings.

Mr. Bartley may have been actuated by the best of motives, but advantage has been taken by the Company's Secretary of my remarks in a letter which he addressed to Mr. Innes on the 11th instant, wherein I am accused of having made an exaggerated statement to the Government.

I respectfully submit that I should not be subjected to such conduct through the indiscretion of Mr. Bartley, and that the strictest reticence upon all matters appertaining to the Company should be observed whilst they are under the consideration of the Government.

I have, &c.,

(Signed) SAML. V. KEMP.

*To the Honorable JAS. M. WILSON, M.L.C.,  
Colonial Secretary, Hobart Town.*

REFERRED to Mr. Bartley.

J. M. WILSON.  
31 August, 1871.

*Kerry Lodge, near Launceston, 11th September, 1871.*

MY DEAR SIR,

I HEREWITH forward for your perusal a letter addressed by Mr. Kemp on the 19th ultimo complaining of my indiscretion in showing the Secretary of the Launceston and Western Railway Company the remarks made by him, Mr. Kemp, upon an application for sidings forwarded by you to me about the 10th ultimo for my observations, and returned by me to you with such observations and my recommendation endorsed thereon in the usual manner. Such letter from Mr. Kemp having been referred to me by the Colonial Secretary, I also forward my remarks upon it, with annexed copies of two letters from the Secretary of the Company.

You will observe that I have clearly described to the Colonial Secretary the course I *have* deemed it my duty to pursue, and now deem it my duty *in future to pursue* with respect to all such applications; and as I believe you have, whenever you considered it necessary, adopted a similar course and entertain the views I have expressed as inducing it, I think it desirable upon every consideration that you should express the views you entertain on the question for the information of the Government, and annex this letter and your observations thereon to the papers now forwarded to you.

I have, &c.,

(Signed) THEODORE BARTLEY.

*The Hon. F. M. INNES, Newlands, New Town.*

I HAVE no recollection of my showing the Secretary of the Launceston and Western Railway Company the remarks made by Mr. Kemp upon the application referred to by him in his letter, nor do I at all remember either the application or what those remarks were. It is however very probable that I *did* show it to the Secretary, or communicated to him any remarks Mr. Kemp may have made upon it, under the following circumstances.

Having been confined to the house for the previous six weeks from a severe attack of influenza and its subsequent effects, the Secretary has occasionally come out here with my applications, certificates, or other documents requiring my signature, when I have, as my duty required at my hands, sought from him all the information respecting such applications which I considered desirable. Although, as I have said, I have no recollection of the application, yet if it came before me with Mr. Kemp's remarks upon it, it must, I presume, have been forwarded by him with such remarks to Mr. Innes, and by him forwarded to me either with his remarks or recommendation upon it, or referring it to me for my remarks or recommendation in the first instance. In either case I should see Mr. Kemp's remarks, perhaps declining to recommend the application for certain reasons set forth by him; such reasons being based upon matters of account connected with such application, upon which, before I dealt with it, I should, both on Mr. Innes' and my own account, seek for every information from the Secretary, as it is very probable I did with respect to the application referred to, which has induced Mr. Kemp's complaint.

Mr. Kemp states: "That the strictest reticence upon all matters appertaining to the Company should be observed, whilst they are *under the consideration of the Government.*" If Mr. Kemp means to extend this principle to applications from the Directors to the Government when *under the consideration of the Commissioners, and before they are in any way brought under the consideration of the Government*, and that the Directors should be kept in perfect ignorance of how such applications are being dealt with by the Commissioners individually, I beg to state that I entertain a directly opposite opinion, and consider that the Directors are, in common fairness and common courtesy, fully entitled to be informed respecting any objections the Commissioners, or either of them, may entertain to recommending such applications before they are submitted to the Government, in order that they, the Directors, may have an opportunity of endeavouring to obviate such objections, perhaps by modifying the application itself. Some such course appears to have been pursued, and I think very properly, by the Secretary as respects the application referred to, for, as stated by Mr. Kemp, upon his ascertaining, either through me or otherwise, what Mr. Kemp's objections to such application were, he writes to Mr. Innes, whose uniting in my recommendation was absolutely necessary to ensure the concurrence of the Government in such application, it may be presumed to endeavour to obviate or explain away Mr. Kemp's objections, and in my opinion his duty to the Company demanded such course of action at his hands. I cannot conceive the slightest objection to the Directors being made acquainted with the opinion or remarks of either, or of the whole of the Commissioners, upon any application, before it is brought under the consideration of the Government; nor can I conceive that either of the Commissioners can entertain any such objection, unless indeed his remarks were couched in terms directly offensive or insulting to the Directors, as I conceive was in an eminent degree the case on Mr. Kemp's part only a few days since, when, upon an application from the Directors for authority to expend a further sum upon sidings, he in distinct terms imputed to them that they, the Secretary or the Accountant, *had intentionally misled the Commissioners* respecting the said application at the Conference held between the Directors and Commissioners on the 19th instant; an allegation Mr. Innes and myself considered it a duty we owed to ourselves, the Directors, the Secretary, and the Accountant, distinctly to repudiate and deny. I have applied to the Secretary of the Company for all the information as to the course of action pursued by himself, by me, and Mr. Innes, with reference to the application referred to by Mr. Kemp in his letter of the 19th ultimo; and I annex for the information of the Government his, the Secretary's, reply, together with a copy of his letter communicating to Mr. Innes *in writing* the information which he had *personally* communicated to me upon such application,—and which, I presume, was so satisfactory to Mr. Innes as to induce him to unite with me in recommending it for the concurrence of the Governor in Council. A copy of this letter from the Secretary to Mr. Innes, of which I had no knowledge, was read, as was requisite in due course of business, at the next Board Meeting in Mr. Kemp's presence, which appears to have induced his letter to you complaining "of my indiscretion."

I beg respectfully to state for the information of the Government that having regard to the interests of all parties concerned in the Railway, whether directly or indirectly, I consider the course described, as pursued by me with respect to such applications referred to, is demanded at my hands; that I have invariably adopted such course since such applications became necessary, and fully intend to pursue it with respect to all future applications so long as I have the honor to be one of the Commissioners of the Launceston and Western Railway; and I respectfully observe that, considering it my imperative duty so to deal with applications before they are submitted for the consideration of the Government, I am perfectly justified to pursue it irrespective of any other consideration.

THEODORE BARTLEY.

11. 9. 71.

*Launceston and Western Railway Company, (Limited),  
Launceston, 4th September, 1871.*

DEAR SIR,

WITH reference to the information you require respecting a communication made to me by yourself on the subject of sidings, concurrence in the balance of which was some time ago asked of the Government, I beg to say, that on the 10th August I waited upon you at your house on business of the Company, and that you then required from me information respecting an application for such concurrence dated 21st June and 19th July, to which Mr. Kemp had objected; Mr. Innes having (you stated) forwarded the said application to you, with Mr. Kemp's remarks thereon—asking your comment and, if you approved, your signature.

I offered the required information, with which you appeared satisfied; and the next morning I wrote Mr. Innes, reiterating for his information and guidance the same explanation I had offered to you; of this letter I enclose a copy.\* This letter, I may add, was read to the Board at the weekly meeting.

Yours, &c.,

T. B. BARTLEY, Esq., Launceston.

H. DOWLING, Secretary.

OCCASIONS have arisen, and may arise again, in which the Executive should be advised without the Directory of the Company or its officers being necessarily privy to the advice given; but on such matters as those referred to in Mr. Kemp's letter of the 19th ultimo, and Mr. Bartley's rejoinder of the 11th instant, I cannot discover any reason for the reserve which the former contends for. On the contrary I am persuaded that this mode of proceeding, with the suspicions, disappointment, and vexation it has engendered, has been most disastrous to the interests at stake.

F. M. INNES.

\* Already printed as an enclosure to the Secretary's letter of 19th July.



FELLING TREES; SHIPPING CHARGES; CONSTRUCTION OF ROAD AT DELORAINÉ; METALLING A ROAD AT LAUNCESTON; FOR EXTRA WORKS SINCE SETTLEMENT IN 1870; CARTAGE; COMPENSATION FOR CROPS INJURED BY FLOODS IN SEPTEMBER, 1870. Nos. 922 to 931.

## 922.

*Launceston and Western Railway Company, (Limited),  
Launceston, 29th June, 1871.*

SIR,

I BEG to ask the concurrence of the Governor in Council in the expenditure of £24 9s. 5d. for felling trees.

Yours, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary.*

THIS amount has been incurred without first obtaining the consent of the Governor in Council as required by clause 7, Railway Act No. 5, but on account of the dangerous proximity of the trees to the Railway Line the Commissioners have taken upon themselves the responsibility of sanctioning the work. We therefore beg to recommend that authority be now given for this outlay, viz., £24 9s. 5d. for felling trees.

SAML. V. KEMP.  
THEODORE BARTLEY.  
30. 6. 71.

## 923.

*Launceston and Western Railway Company (Limited),  
Launceston, 29th June, 1871.*

SIR,

I BEG to ask the concurrence of the Governor in Council in expenditure of £25 16s. 11d., shipping charges on tools.

Yours, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary.*

THIS expenditure has been unavoidable; incurred for freight and other charges upon tools ordered some time since from England. We therefore beg to recommend that authority be granted by the Governor in Council for the amount herein asked for, viz., £25 16s. 11d. for shipping charges, &c. on tools.

SAML. V. KEMP.  
THEODORE BARTLEY.  
30. 6. 71.

## 924.

*Launceston and Western Railway Company, (Limited),  
Launceston, 29th June, 1871.*

SIR,

I BEG to ask the concurrence of the Governor in Council in the expenditure of £51, metalling road at Launceston.

Yours, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary.*

THE amount of authority herein asked is strictly chargeable to stations, and ought, in my opinion, to have been taken out of the £10,000 sanctioned by the Government for such purposes; but which amount has already been appropriated, together with the saving effected upon the £1500 voted for water supply. This result has been brought about by the Directory persisting in the erection of offices, which I opposed in accordance with the powers vested in me by your letter of the 27th May, 1870. The work, represented by the amount for which authority is now sought, has been executed under the orders of the Directory without first obtaining the consent of the Governor in Council thereto, as required by the 7th clause of the Railway Act, No. 5; I therefore decline to recommend the payment of this account.

SAML. V. KEMP.  
30. 6. 71.

IN the financial statement furnished to the Directors and Commissioners on the 15th instant, it appears that the £51 now asked for was, with £600 for offices, intended to be charged to station account, and in such case there was no occasion to obtain the consent of the Governor in Council, as required by the 7th section of the Railway Act, No. 5, for "any new work." There are, however, no funds now remaining to the credit of "stations' account" to cover the £51, but the work has been ordered and executed, *and must be paid for*, either from construction or revenue account: it clearly comes under the former, and considering it very undesirable, upon every consideration, that it should be paid out of revenue, I respectfully recommend the within application for the payment out of construction account for the concurrence of the Governor in Council.

THEODORE BARTLEY.  
30. 6. 71.

REFERRED to the Hon. Mr. Innes.

J. M. WILSON.  
1st July, 1871.

LEAVING the question open of whether £50 for metalling the road at Launceston could properly be charged to *station buildings*, or ought not to be treated as a distinct item, it appears that there is no balance remaining from the £11,500 approved of for station buildings and water supply, and therefore it is necessary to cover this account from the reserve for contingencies.

Whether the circumstance of there proving to be an excess on the estimated outlay for stations and water supply, constructed as these works were immediately by the Company when contracts failed—and limited as that excess is likely to be to less than £100—calls for animadversion, I leave the Government to determine.

Application recommended.

F. M. INNES.

## 925.

*Launceston and Western Railway Company, (Limited),  
Launceston, 29th June, 1871.*

SIR,

I BEG to ask the concurrence of the Governor in Council in expenditure of £46 16s. 3d., extra works since the settlement in November, 1870.

*The Hon. the Colonial Secretary.*

Yours, &c.,

(Signed)

H. DOWLING, *Secretary.*

THE works referred to have been ordered, and the execution thereof by the Contractors duly certified by the Engineers, who have, in their memorandum endorsed upon their certificate annexed to the account, explained that such works were indispensable for the proper drainage of the Railway.

The Contractors' claim, so duly certified by the Engineers, *must be paid* by the Company either from construction or revenue account; and considering it in every respect most undesirable that it should be paid from revenue, I beg to recommend the within application for the concurrence of the Governor in Council.

THEODORE BARTLEY.  
6. 7. 71.

## MEMORANDUM.

THIS account, for which authority is now asked, was brought before the Directory for the first time on the 20th ultimo. It is composed of the following items:—

	£	s.	d.
Box drain at 8 m. 9 chs., amounting to .....	6	11	3
Box drain at 8 m. 19 chs., ditto .....	9	5	0
Syphon pipe on Mr. Archer's land, ditto .....	8	0	0
Two feet iron pipe at 39 m. 43 chs., ditto .....	23	0	0
	<hr/>		
	£46	16	3

These works were completed some time before the opening of the Line for public traffic, which took place in the early part of February last; and immediately upon the receipt of my report of the 23rd May last, in which these items are mentioned, (with the exception of the syphon pipe, and which I thought had been paid for out of the land claims), as having been executed but not paid for by Messrs. Overend and Robb, a claim is put forward, to which the Engineers have certified to, as having been executed since the final settlement, which they say took place in November, 1870, but which settlement was made a month earlier.

The inference naturally to be drawn is, that my report suggested these claims; but I have been assured by the Secretary, and by the written remarks of the Engineers of the Company, that such is not the case. It is suggested that a stop should be put to this mode of doing business; and as these works have been ordered and executed in contradistinction to the 7th clause of the Railway Act, No. 5, I decline to recommend the concurrence of the Governor in Council thereto for payment.

SAML. V. KEMP.  
6. 7. 71.

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REFERRED to Mr. Commissioner Innes.

B. TRAVERS SOLLY.  
7th July, 1871.

THE outlay in question was imperative and a proper charge on construction account. But Mr. Kemp refuses to recommend because the previous concurrence of the Commissioners, &c. was not obtained, as provided in clause 7 of the 33rd Vic. No. 21; and he thinks that "a stop should be put to this mode of doing business."

Without exposing myself to the imputation of laxity, notwithstanding the omission complained of by Mr. Kemp, I recommend that payment be sanctioned.

The items are trivial, and the necessity for them probably was found to be urgent when it arose; and inconvenience the result of waiting a protracted reference to the Directory.

F. M. INNES.  
7th July, 1870.

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926.

*Launceston and Western Railway Company (Limited),  
Launceston, 5th July, 1871.*

SIR,

THE Board of Directors have authorised the construction of a road at the Deloraine Station, very urgently required for traffic, at a cost not exceeding £50; and for this expenditure I beg to ask the concurrence of the Government.

Your obedient Servant,

H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary.*

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RECOMMENDED for the concurrence of the Governor in Council; viz.,—£50 for the construction of a road at Deloraine.

SAML. V. KEMP.  
THEODORE BARTLEY.  
6. 7. 71.

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927.

*Launceston and Western Railway Company (Limited),  
Launceston, 10th July, 1871.*

SIR,

I HAVE the honor to ask the concurrence of the Governor in Council to the expenditure of £3 7s. 6d., cost of cartage of tools from the Wharf to Station.

Your obedient Servant,

H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary.*

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THE amount herein asked for has been unavoidably incurred in cartage and labour in taking the imported machine tools from the Wharf to the Station ground at Launceston. We therefore beg to recommend the authorisation of the amount herein asked; viz.—£3 7s. 6d.

SAML. V. KEMP.  
11. 7. 71.  
THEODORE BARTLEY.

207.

928.

*Launceston and Western Railway Company (Limited),  
Launceston, 10th July, 1871.*

SIR,

I BEG to ask the concurrence of the Governor in Council to the expenditure of £15 for compensation for crops, &c. injured by the floods in September, 1870.

Your obedient Servant,

H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary.*

THE settlement of this claim for damage to crops, &c. by the September floods has only been recently agreed upon. We therefore beg to recommend that authority be granted for the amount herein asked for; viz.,—£15.

SAML. V. KEMP.

11. 7. 71.

THEODORE BARTLEY.

929.

*Launceston and Western Railway Company (Limited),  
Launceston, 14th July, 1871.*

SIR,

I HAVE to request concurrence of the Governor in Council in the following :—£9 3s. for felling trees, rendered necessary for safety of the Line.

Your obedient Servant,

H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary.*

THIS expenditure has been unavoidably incurred to ensure the safety of the Line. We therefore beg to recommend the within application for the concurrence of the Governor in Council; viz.,—£9 3s. for felling trees.

SAML. V. KEMP.

THEODORE BARTLEY.

14. 7. 71.

930.

*Colonial Secretary's Office, 17th July, 1871.*

SIR,

I HAVE the honor to inform you that the Government approve of the under-mentioned items of expenditure, and the approval of the Governor in Council will be sought at the next meeting of the Council :—

£24 9s. 5d. for felling trees.

£25 16s. 11d. for shipping charges on tools.

£50 for the construction of a road at Deloraine.

£51 for metalling a road at Launceston.

£46 16s. 3d. for extra works since the settlement in November, 1870, as detailed in Mr. Kemp's Memorandum.

£3 7s. 6d. cost of cartage of tools from the Wharf to the Station.

£15, compensation for crops, &c. injured by the floods, &c. in September, 1870.

£9 3s., felling trees, rendered necessary for the safety of the Line.

I have, &c.

(Signed) J. M. WILSON.

H. DOWLING, *Esq., Secretary.*

*Colonial Secretary's Office, 9th August, 1871.*

SIR,

I HAVE the honor to inform you that the Governor in Council has, upon the application of the Directors of the Launceston and Western Railway Company, and with the recommendation of the Commissioners, approved of the following expenditure :—

£24 9s. 5d. for felling trees.

£25 16s. 11d. for shipping charges on tools.

£50 for the construction of a road at Deloraine.

£51 for metalling a road at Launceston.

£46 16s. 3d. for extra works since the settlement in November, 1870, as detailed in Mr. Kemp's Memorandum dated 6th July, 1871.

£3 7s. 6d., cost of cartage of tools from the Wharf to the Station.

£15, compensation for crops, &c. injured by the floods in September, 1870.

£9 3s. for felling trees, rendered necessary for the safety of the Line.

H. DOWLING, *Esq.*, *Secretary.*

I have, &c.

(Signed)

J. M. WILSON.

#### ADDITIONAL FOR WORKSHOPS; FREIGHT OF TOOLS FROM MELBOURNE.

Nos. 932 to 934.

#### 932.

*Launceston and Western Railway Company (Limited),  
21st July, 1871.*

SIR,

I HAVE the honor to ask the concurrence of the Governor in Council in the further expenditure of £240 13s. 4d. for workshops at Launceston.

I have, &c.,

*The Hon. the Colonial Secretary.*

(Signed)

H. DOWLING, *Secretary.*

WE beg to recommend the within application for £240 13s. 4d., being the balance of £2000 appropriated for the workshops, for the concurrence of the Governor in Council.

FRED. M. INNES.

THEODORE BARTLEY.

17. 8. 71.

REFERRED for the remarks of Mr. Kemp, as requested in his telegram of the 19th instant.

J. M. WILSON.

21st August, 1871.

#### MEMORANDUM.

ON the 19th ultimo the Commissioners met the Chairman and one of the Directors, who were deputed by the Board of the Launceston and Western Railway Company to meet the Commissioners for the purpose of arranging the appropriation of the balance of the construction account at their joint disposal. A statement was laid before them (a copy of which was forwarded on the same day for the consideration of the Government), in which the sum of £1550 appears as appropriated for workshops. In dealing with this item I was under the impression that it represented the balance of the amount already sanctioned by the Governor in Council; but which I now find was not so appropriated by the sum of £240 13s. 4d., although made to appear so in such statement.

The object has been to mislead; for had the sum of £240 13s. 4d., for which authority is now sought, been put under the head of requirements, I certainly should have objected, at the meeting alluded to, to any further expenditure upon workshops until the traffic had been more fully developed, believing the present workshop arrangements to be greatly in advance of present requirements.

Viewing the smallness of the balance at our disposal, I am constrained to withhold my recommendation to any further outlay for workshops until the more pressing works necessary for the extension of the traffic have been attended to.

SAML. V. KEMP.

28. 8. 71.

I REGRET having to record my dissent from Mr. Kemp's statements.

The conference between the Directory (through members delegated for the purpose) and the Commissioners was not, as it might seem, a party proceeding. For some time before it took place the proposals of the Directory were, in a written shape and in detail, supplied to the Commissioners; and after a conference on them had, at my instance, been agreed to, the Commissioners first met separately and discussed every detail, when they were assisted by the Company in the most prompt manner with whatever information they chose to ask for bearing on the matters to be decided upon. They then met the Directors appointed to confer with them; when again details were fully entered into, the Secretary of the Company and the Accountant being present, and the latter especially assisting us by his books or by explanations.

If there was a design to mislead, such as Mr. Kemp imputes, the party guilty of attempting to give it effect is Mr. Lord the Accountant, and I owe it to him to say that all my communications with that gentleman, which have been constant, and to him arduous, have impressed me with the highest opinion, not only of his skill, but of his reliability, and that he is incapable of attempting to mislead in the manner alleged. That opinion is shared in, I believe, by the Colonial Auditor, as the result of his official intercourse, and has already been made known to the Government.

But the reason now alleged by Mr. Kemp can scarcely be anything but an after thought. What the Commissioners had to determine in the conference was, whether after meeting certain requirements of the Line, there would remain a given balance or an approximation thereto; and it could make no difference as respected that object whether an expenditure of £1550 was properly placed all in one column or in two, in the respective amounts of £240 13s. 4d. and £1309 6s. 8d. For me to recommend the Executive to withhold the approval sought, would not only be at variance with engagements made to the Directory by the Commissioners, but would render of no use the expense already incurred in workshops, without which the operations of the Railway must be constantly impeded, and an enormous cost incurred in getting repairs executed in Melbourne.

F. M. INNES.  
25 Aug. 1871.

I DESIRE to record my entire concurrence in the above remarks of Mr. Innes.

THEODORE BARTLEY.  
30 Aug. 1871.

### 933.

*Launceston and Western Railway Company (Limited),  
Launceston, 20th July, 1871.*

SIR,

I HAVE the honor to ask the concurrence of the Government in expenditure of £22 10s. for freight of tools from Melbourne.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

WE beg to recommend the within application for £22 10s., being for freight of tools ordered on construction account, for the concurrence of the Governor in Council.

F. M. INNES.  
THEODORE BARTLEY.  
17. 8. 71.

REFERRED for the remarks of Mr. Kemp, as requested in his telegram of the 19th inst.

J. M. WILSON.  
21 Aug. 1871.

	£	s.	d.
Amount already spent in England for tools .....	2838	0	0
Amount authorised .....	2500	0	0
Excess, paid out of savings at home out of open credit.....	£338	0	0

SAML. V. KEMP.  
23. 8. 71.

(Copy.)  
GENTLEMEN,

*Launceston and Western Railway Company (Limited),  
Launceston, 20th July, 1871.*

I BEG to ask you to forward the enclosed to the Government, that the Accountant may be enabled to complete his vouchers for the Auditor.

This amount was quoted as "tools, £2500," and certificate sent accordingly, the money being paid the agents of the *Mercury*, the vessel in which the freight came, on the 13th May last. But the authority for tools was for outlay in England, and the vouchers show this sum exhausted. It is therefore necessary to have this supplementary concurrence (£22 10s.) The finance statement of the 18th instant is not affected by this question.

*The Commissioners, Launceston.*

I have, &c.,  
(Signed) H. DOWLING, *Secretary.*

(Copy.)  
GENTLEMEN,

*Launceston and Western Railway, 21st July, 1871.*

I HAVE to beg that the enclosed may be forwarded.

The Workshops Committee have instructed me to say that the sum named, £240 13s. 4d., for workshops at Launceston, being the unappropriated balance of £2000 originally set aside for the purpose, is required for the payment of chimney shaft, some filling in and drainage, and architect's commission. The concurrence already received is for £500 foundation, and £999 6s. 8d. Waugh and Lockie for building, and £260 for tyre furnace; total of £1759 6s. 8d.

As the Committee are anxious to allow Mr. Conway to proceed with all the work now remaining, I shall be glad of an early reply.

*The Commissioners, Launceston.*

I have, &c.,  
(Signed) H. DOWLING, *Secretary.*

### 934.

SIR,

*Colonial Secretary's Office, 5th September, 1871.*

I HAVE the honor to inform you that, upon the application of the Directors of the Launceston and Western Railway Company, and with the recommendation of the Commissioners, the Governor in Council has been pleased to approve of the following items of expenditure being authorised; viz.—

Two hundred and forty pounds thirteen shillings and four pence for workshops at Launceston. Twenty-two pounds and ten shillings for freight of tools from Melbourne.

H. DOWLING, *Esq., Secretary.*

I have, &c.,  
(Signed) J. M. WILSON.

EXTENDING STATION ACCOMMODATION. CATTLE AND SHEEP RAMPS.  
OUTSIDE PLATFORM AND ROADS AT LAUNCESTON. CARRIAGE SHED  
AND SIDINGS, LAUNCESTON AND DELORAINE. ENGINEERING SUPER-  
VISION. Nos. 935 to 939.

### 935.

*Launceston and Western Railway Company (Limited),  
Launceston, 13th July, 1871.*

SIR,

THE Directors have recently carefully gone over the requirements to which it is thought desirable to appropriate moneys still at the credit of the Company and Commissioners, and have instructed me to apply for the concurrence of the Governor in Council in the following sums being expended immediately in view of the spring traffic being considerable; viz.—

	£
Extension of Station accommodation at Evandale.....	400
Ditto Longford .....	365
Ditto St. Leonards.....	25
Cattle and sheep ramps as required.....	100
Outside platform and roads at Launceston .....	200
Carriage shed and sidings, Launceston.....	200
Ditto, Deloraine.....	200

I have the honor to ask the very earliest attention and decision.

I have, &c.,  
(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

WE beg to recommend the within application for the concurrence of the Governor in Council, the appropriation of the respective sums therein specified having been finally agreed upon by the Directors and Commissioners at a conference held on the 19th ultimo, as reported to the Honorable the Colonial Secretary by the Commissioners in their letter.

THEODORE BARTLEY.  
F. M. INNES.

*Launceston and Western Railway Company (Limited),  
Launceston, 17th August, 1871.*

DEAR SIR,

SINCE my letter of this date covering two letters to the Colonial Secretary, *re* expenditure for freight of tools and workshops, I understand from Mr. Lord that a further letter, of which I enclose a copy, has not yet been sent forward to the Government, but remains in the hands of Mr. Kemp, arising, this officer alleges, from the continued illness of Mr. Bartley.

The items, you will observe, are the same as those included in the finance statement of the 18th of July, and should certainly have been before the Governor in Council for consideration a month ago at least.

I trust that you will not hesitate to recommend this application at once, for under any circumstances, whether the Government take the great responsibility of rejecting the recommendation of the Commissioners or not, it is important that the Directors are informed on the question at once.

Messrs. INNES and BARTLEY.

I have, &c.,  
(Signed) H. DOWLING, *Secretary.*

936.

*Launceston and Western Railway Company (Limited),  
Launceston, 22nd August, 1871.*

SIR,

I HAVE the honor to request the concurrence of the Governor in Council to the expenditure of £150, payment on account of supervision to Messrs. Doyne, Major, and Willett, Engineers to the Company.

I have, &c.,  
(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

RECOMMENDED for the concurrence of the Governor in Council—viz. £150 for engineering supervision.

SAML. V. KEMP.  
23. 8. 71.  
F. M. INNES.

937.

*Colonial Secretary's Office, 28th August, 1871.*

SIR,

I HAVE the honor to inform you that, upon the application of the Directors of the Launceston and Western Railway Company, and with the recommendation of the Commissioners, the Governor in Council has been pleased to authorise the following expenditure; namely:—

One hundred and fifty pounds on account of "supervision," due to Messrs. Doyne, Major, and Willett, Engineers to the Company.

Four hundred pounds for extension of Station accommodation at Evandale.

Three hundred and sixty-five pounds for extension of Station accommodation at Longford.

Twenty-five pounds for extension of Station accommodation at St. Leonards.

One hundred pounds for cattle and sheep ramps as required.

Two hundred pounds for outside platform and roads at Launceston.

Two hundred pounds for carriage shed and sidings at Launceston.

Two hundred pounds for carriage shed and sidings at Deloraine.

H. DOWLING, *Esq., Secretary.*

I have, &c.,  
(Signed) J. M. WILSON.



*Railway Commissioners' Office, Public Buildings, Launceston,  
30th August, 1871.*

SIR,

I HAVE the honor to advise that your letter of the 28th instant, stating that the Governor in Council had approved of certain expenditure for extension to Stations, and amounting to £1490, was read at yesterday's Board Meeting of the Directory of the Launceston and Western Railway.

I have respectfully to state that such expenditure at the present juncture has not my recommendation. When the last Conference was held between the Directors and the Commissioners, a statement was submitted and agreed upon by all parties. This agreement was sent forward for your approval; but, up till the present time, I have not been advised that the action of the Commissioners taken at such Conference has met with your sanction.

In the statement which was submitted are the items which I now take exception to; but, at the time when they were passed, the Commissioners were under the impression that, as submitted to them, the outlay was within their means. Since, however, I have had reason to doubt—but only doubt—how far we had anticipated all claims; and it was only at yesterday's Board Meeting that I had real confirmation of my fears of accounts being put in which, although regular, must be paid, have until now not been submitted to the Commissioners.

Exception may be taken to my silence; but it has to be borne in mind that although one may doubt he may not disturb, and his suspicions are not to be expressed till he can give tangible reasons for them.

Immediately after the reading of your letter alluded to at yesterday's Board Meeting, accounts were put in and passed for payment for works, land claims, and law charges, amounting to £222 17s. 1d. For the payment of these claims no provision has been made, since they were not included in the financial statement laid before the Commissioners at such Conference. There is also another outstanding account of Mr. Weston's for which no provision has been made, and which may amount to £200; and there appears to be no guarantee that others may not follow which we as Commissioners are not cognizant of.

There is likewise an embankment on the Line of Railway in a very precarious state, and if not cured during the maintenance of Messrs. Overend and Robb's Contract, may entail an outlay of £600 or more in rendering an alteration at this part of the Line necessary.

Further, the maintenance of the Line expires on the 1st of November next, and no provision has been made for the purchase of tools and lorries, which will cost at least £200 before the repairs can be set to work,—unless the Directory can purchase the second-hand tools from Messrs. Overend & Robb, in which case a slight saving may be effected.

The application for authority to expend certain sums upon extensions to Stations, mentioned in the first part of this communication, has been in my possession since the 14th ultimo. It has been held by me, with the knowledge of the Directory and my coadjutors, in the expectation that I should have been favored with your observations upon the several papers submitted from the Conference and forwarded to you on the 19th ultimo.

The Directory, however, last week forwarded a duplicate copy of the application for authority held by me to my co-Commissioners; but I never imagined that they would have recommended the expenditure, and that the Governor in Council would have sanctioned the same, without affording to me an opportunity of expressing my views thereon. This seems the more peculiar, as one of the Commissioners, Mr. Innes, was aware that I was anxiously waiting for your observations.

There was on my part no desire for delay, but, judging from the past, I desired to see my way clear, and hence my caution. As it is now, it seems to me that but only one course is open, and that is, to suspend the last authorities and keep them in abeyance till the whole of the outstanding claims have been ascertained; and this course I respectfully beg to suggest for your consideration.

It is with regret that I have to call your attention to these matters: it is in order that I may be absolved from the acts of my co-Commissioners, and from any responsibility, should any circumstances arise whereby a deficiency has to be made up.

I also deem it my duty to bring under your notice that a letter was read at yesterday's Board Meeting from Messrs. Sharpe & Terry, the commercial representatives of the Company in England, in which letter these gentlemen inform the Directory, by implication only, that they have either spent or appropriated the £620, the balance of construction money in their hands, in the payment for

duplicates, and propose to draw upon the Chairman of the Company for the balance. It must be within your recollection that the Governor in Council decided, before these duplicates were ordered from England, that they should be paid for out of revenue moneys in the hands of the Company.

I have, &c.,

(Signed) SAML. V. KEMP.

*The Honorable the Colonial Secretary, Hobart Town.*

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FORWARDED to Messrs. Innes and Bartley for their observations.

J. M. WILSON.

2 Sept. 1871.

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MR. KEMP, referring to the approval of the Governor in Council of the expenditure of £1490 for extensions to stations on our joint recommendation, states,—“That such expenditure at the present juncture has not my recommendation.” Does Mr. Kemp require to be reminded that the recommendation or any other act of any two Commissioners is by law the recommendation and the act of the Commissioners, and has been as a matter of course invariably so regarded by the Government as respects all applications from the Directors to the Governor in Council, and that Mr. Kemp’s recommendation was therefore not required in the instance to which he has referred? Mr. Kemp goes on to state—“When the last Conference was held between the Directors and Commissioners, a statement was submitted to and agreed upon by all parties. This agreement was sent forward for your approval, but up to the present time I have not been advised that the action of the Commissioners taken at such Conference has met with your sanction.” We beg respectfully to state that, so far as we are concerned, such agreement was *not* sent forward for “your approval” or for “your sanction.” It was so forwarded by us, merely for the information of, and to assist, the Government in deciding upon *any individual application* made by the Directors under such agreement; as we considered that the Government would sanction, or withhold its sanction from any such individual application as might be considered desirable. That the Government took such a view is evidenced by the course it has hitherto pursued with reference to such individual applications. We would instance the said application for £1490, for extensions to Stations, recommended by us, which *was* concurred in by the Governor in Council,—and the application for the necessary expenditure for two additional locomotives, which, although recommended by all the Commissioners, *has not up to this time been so concurred in.*

Whatever were the views entertained by Mr. Kemp as to the said agreement requiring “your sanction,” he clearly had no right to withhold any application made by the Directors to you, under such agreement, from us, his fellow Commissioners, as he did the application for the said £1490, which, he states, “has been in my possession since the 14th ult.” “It has been withheld by me, *with the knowledge of the Directory and my coadjutors*, in the expectation that *I* would have been favored with your observations upon the several papers submitted from the Conference and forwarded to you on the 19th ult.” We distinctly deny that such application was withheld by Mr. Kemp with our knowledge, and you will observe, by the annexed letter of the 7th inst. from the Secretary, that the Directors “were, for six weeks, ignorant of such delay.” As for the reason assigned by Mr. Kemp for keeping back this application, we would ask, why did he not pursue the same course with respect to the application for the expenditure for additional locomotives, which Mr. Kemp recommended in the first instance and forwarded to us for our recommendation and transmission to you?

Mr. Kemp having so kept back the said application for six weeks *without “the knowledge of the Directory or of his coadjutors,”* goes on to complain that the Directors at length “forwarded a duplicate copy of the said application, so held by me, to my co-Commissioners; but I never imagined that they would have recommended the expenditure, or that the Governor in Council would have sanctioned the same without affording to me an opportunity of expressing my views thereon.” With reference to that portion of the above quotation referring to our recommendation, we remark that during the six weeks Mr. Kemp kept back such application from us he had, to the fullest extent, opportunities of expressing his views thereon, either by endorsing his observations on such application in the usual manner, and forwarding it so endorsed to us, or by any other mode he might deem desirable; and is it reasonable to suppose that, after we had sought and obtained all the information we desired respecting such application, and thereupon determined to recommend it for the concurrence of the Governor in Council, that we should first refer the application again to Mr. Kemp for an expression of his views which he had persistently withheld for six weeks? And with reference to that portion of our quotation from Mr. Kemp’s said letter, complaining that the Governor in Council had sanctioned the said expenditure without having first referred such application so recommended by two Commissioners and therefore by the Commissioners for “an expression of his, Mr. Kemp’s, views thereon,” does Mr. Kemp expect the Governor in Council to ignore the law already referred to, and to be governed by an expression of any views entertained by Mr. Kemp, the Professional Commissioner, upon any application in opposition to the views expressed by, and the recommendation of, us, the two un-professional Commissioners,—and that too upon an

application involving no professional question whatever, but mere questions of accounts, upon which, it may fairly be assumed, the Governor in Council considered that we, the two non-professional Commissioners, were quite as likely as Mr. Kemp to form a correct opinion.

It would appear to be necessary again to remind Mr. Kemp that his legal "status," as one of the Commissioners, is in no degree superior to, and does not in any way differ from, that of his colleagues,—a plain fact which has been more than once brought under the notice of Mr. Kemp by the Government and by ourselves respectively.

Mr. Kemp in venturing to recommend to the Government "to suspend the last authorities and keep them in abeyance until the whole of the outstanding claims have been ascertained,"—irrespective, as Mr. Kemp so clearly implies, of any views we may entertain, or of any recommendations founded upon such views we may officially forward to the Government,—must have forgotten or otherwise ventured to ignore such plain, and, as it would appear to be to him, unpalatable fact, or he certainly would not have asked the Government to ignore a clear provision of the law authorising the appointment of Commissioners,—a provision, moreover, upon which the Government have hitherto invariably acted.

With reference to Mr. Kemp's statements as to certain outstanding claims in excess of the financial statement upon which the agreement entered into at the Conference of 19th July was based, he has forborne to inform you that such a contingency was anticipated by the *three* Commissioners, who required from the Directors an undertaking to pay any such claims out of revenue. This undertaking was given, as stated in the Minutes of the Conference, and we have no doubt will be faithfully carried out by the Directors.

In order to afford you the fullest information upon such outstanding claims, we have applied to and obtained from the Secretary to the Company the clear details contained in the annexed letter from him to us dated the 7th instant, and the accompanying documents, to which we would respectfully refer you; and will only remark upon one matter of account connected with such Conference, brought under your notice in the last paragraph of Mr. Kemp's letter; viz.—That the London Agents of the Company "have either spent or appropriated the £620, the balance of construction money in their hands, in payment for duplicates, and proposed to draw upon the Company for the balance. It must be in your recollection that the Governor in Council decided, before the duplicates were ordered from England, that they should be paid for out of revenue moneys in the hands of the Company." Mr. Kemp, in this paragraph, has distinctly imputed to the Directors a gross breach of faith,—that they, the Directors, do not intend to carry out their undertaking to pay for such duplicates out of revenue. Mr. Kemp has forborne to state to you, what he well knew, that the London Agents, notwithstanding the explicit instructions of the Directors to such Agents to draw upon the Company for the whole cost of such duplicates, £750, had used the £620 balance of construction money in part payment of such duplicates, and only drew upon the Company for the balance due for the same in order to save the Company from the loss which would have accrued for discounts upon a draft for the whole amount; and, more than this, Mr. Kemp has forborne to state to you, what he also well knew, that the Directory are fully prepared to pay to the Company and Commissioners' account here the said sum of £620 whenever the same is required.

Such a concealment, or, to use the mildest term, such a withholding of facts well known to Mr. Kemp as is clearly evinced by the last paragraph of his letter we have just quoted, is most disingenuous and unfair on his part, is both unjust and insulting to the Directors, and can only tend to mislead the Government, which, as it appears to us, was Mr. Kemp's object in making so serious and unfounded an imputation.

Having remarked upon the foregoing questions of account referred to by Mr. Kemp as connected with the agreement entered into at the said Conference, we would merely state the gratifying fact that, whereas at such Conference the expenditure agreed upon by the Directors and Commissioners exceeded the ascertained available balance by £113.2s. 3d.,—to which, however, would have to be added the balance to the credit of the Company and Commissioners in London, which was then not known,—such balance now, ascertained by the balance sheets forwarded by the London Agents, £1417 2s. 3d., leaves an unappropriated balance of £1304 to cover such contingencies as are referred to by Mr. Kemp.

We would conclude this lengthened communication, which has been extorted from us by Mr. Kemp's unfounded and unwarrantable complaints and imputations, by remarking that if, as is alleged by Mr. Kemp in his said letter, "an embankment (which he does not specify) on the Line of Railway is in a very precarious state, and if not cured during the maintenance of Messrs. Overend & Robb's contract will entail an outlay of £600 or more," is in the state described by Mr. Kemp, he did not in any way refer to the same in his late report on the Railway to the Government, which appears the more unaccountable, as you will observe by the next communications from the Secretary and Engineers of the Company, that the defect or subsidence of the embankment referred to has been going on for the last two years.

THEODORE BARTLEY.

FRED. M. INNES.

8. 9. 71.

(Copy.)

*Launceston and Western Railway, 7th September, 1871.*

GENTLEMEN,

IN reply to the request conveyed to me by Mr. Bartley, that I will supply necessary explanations on questions raised by Mr. Kemp's letter of 30th August, addressed to the Colonial Secretary, I beg, as concisely as I can, to place these before you.

1. The application for concurrence in expenditure for additional traffic accommodation was addressed to the Colonial Secretary on the 13th July last; and Mr. Kemp states "was kept back with the knowledge of the Directory and his coadjutors." For the Directors I can speak with confidence, that for six weeks they were ignorant of this delay. That this letter and others had been kept back by Mr. Kemp, only came to their knowledge through my report read to them on the 22nd of August; and the fact elicited strong expressions of surprise and disapproval,—leading to my addressing a complaint, in their name and by their instructions, to the Colonial Secretary on the following day, the 23rd August.

2. As you are aware, the finance statement of 18th July last, dealt with by the conference between the Commissioners and Directors, had exclusive reference to the balance in the hands of the Hon. the Colonial Treasurer; and the proposed future expenditure was governed by that balance, and limited to new locomotives and works imperatively necessary. It was understood that there were in London unexpended balances; but their amounts had not, at the time, been verified by actual balance sheets. It was also known, as you are aware, at the time of the conference, that unforeseen or unascertained demands upon the construction account might arise, not provided for in the said statement; and, you are further aware, led to your requiring that the Directors should agree to pay them out of revenue, should they exceed the funds ultimately found to be at the disposal of the Company and Commissioners.

The accounts referred to by Mr. Kemp, as having been passed by the Directors on the 29th August, belong to this latter category; and I have been delayed, only by more pressing business, bringing the question before the Commissioners officially,—submitting the items as additions to the statement of the 18th July, and to be paid out of the now ascertained unappropriated balance. That statement, I wish particularly to remind you, has been disturbed more by the receipt of accounts current verifying the London balances, than by newly discovered omission of claims for payment.

3. Upon the arrival of the July London mail, I immediately advised the Commissioners of the precise balances in London, and asked that the statement of July might be amended by the addition of these balances. (B.)

4. With respect to the expenditure by Sharp and Terry, on an order for "duplicates," of the balance in their hands, instead of drawing on the Company for the *whole* cost, as you will see by my letter of May they had been directed to do,—and by which precaution the Company saves discount on drafts,—you are, I presume, aware that I at once made known this fact to the Commissioners,—and more especially to Mr. Kemp,—in letters of which copies are annexed, and therein pointed out how readily the necessary adjustment could be made,—the Directors having accepted, in good faith, the decision of the Governor in Council that the "duplicates" were *not* to be paid out of construction funds. You will find that my instructions to Messrs. Sharp and Terry respecting the drawing for payment of these "duplicates" were explicit. (C.)

5. With respect to Embankment 42, the Report of the Engineers has been sent to the Government (and I annex a copy), having been previously read at the Directors' Meeting. The subsidence referred to has been known to me for some months; and I always understood it to be an ordinary incident on new works,—especially after a wet season such as we have experienced,—and an item of "maintenance," of which many such may be expected for years. I cannot abstain from calling your attention to the fact that, in the exhaustive report addressed to the Colonial Secretary by Mr. Kemp, in May last,—after he had walked the Line, as he states, solely for the purpose of examination,—no reference is made to this defect; nor at any subsequent period, until the 30th ultimo, has he officially reported this subsidence, or, to my knowledge, referred to it in any way; although it was known to the officers of the Company, and had been a topic of conversation between them and the Contractors' Superintendent of Works, Mr. Tidey, for some time past. Indeed, it appears to have first become known to Mr. Kemp, by report only, about the 15th to the 20th ult., as he first named it at the Board Meeting on the 22nd ult. I will just add that Mr. Tidey confirms the experience of the Engineers as to the existence of such defects on all new Lines.

6. With respect to the expense of tools for the workmen to be hereafter employed in works of maintenance for the Company, I need surely scarcely say that such an expenditure cannot be treated as a charge upon "construction" funds, but will necessarily form one of the usual items in the expense termed "maintenance of the Line."

6. The letters, copies of which I annex, show you that at the date when Mr. Kemp addressed the Colonial Secretary (August 30th) he was in possession of all the facts with respect to finance, now supplied, but which he does not admit nor refer to. These letters will, I hope, fully illustrate my present explanation; and, where this may seem defective, will in themselves contain the better information which you desire.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*Messrs. INNES and BARTLEY, Railway Commissioners.*

(B.)

30th August, 1871.

GENTLEMEN,

I HAVE to request the favour to add to the finance statement of the 18th July the following memorandum, namely:—

	£	s.	d.
Balance of proposed appropriations in excess of the cash in hands of the Colonial Treasurer .....	113	2	3
Cash in hands of Sharp and Terry, London.....	£620	2	4
Ditto Union Bank .....	796	19	11
	1417	2	3
Actual balance unappropriated.....	£1304	0	0

Yours, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Commissioners, Launceston.*

24th August, 1871.

SIR,

I HAVE the honor to submit the following facts for the information of the Governor in Council, in connection with the moneys in the hands of the "Company," and "Company and Commissioners," for expenditure under the Railway Acts.

A finance statement made up to the 18th July last, and which formed the basis of a conference between the Directors and Commissioners, is, I am informed, in your hands. The statement shows a credit balance of £19,418 12s. 5d.; and, after deducting items of expenditure settled by the parties to said conference, the statement showed an excess over credit of £113 2s. 3d.

But this sum of £19,418 12s. 5d. was exclusive of £610 in hands of London agents, and £790 at credit of "Company and the Commissioners" in London; so that there is unappropriated the sum of £1286 17s. 9d. after the Government shall have allowed £4600 cost of engines, and £1700 for requisite extension of station accommodation.

Yours, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary.*

28th August, 1871.

SIR,

WITH reference to prior letters respecting order for locomotives and the cash balances in London, I have the pleasure now to inform you that I have this morning received balance sheet from the Union Bank, London, confirming the existence of the balance to the credit of the "Company and the Commissioners," which amounted on the 14th July last to £796 19s. 11d., the bank interest of £6 5s. 2d. creating the difference in excess of the balance in our books. I have advised the Commissioners of this fact.

Yours, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary.*

30th August, 1871.

GENTLEMEN,

As you were not present at the meeting of Directors on Tuesday, I deem it desirable to forward for your information a copy of Messrs. Sharp and Terry's letter of 14th July, now received, and in which, when acknowledging their authorization by the Directors to draw on the Company for the "duplicates" to engines, they advise their intention to draw for "the balance of the account," implying, as I conceive, their intention to avoid the expense of the larger draft for £750, by expending funds in their hands, namely £620; a sum which I have been recently quoting as available in London for locomotive order. I am anxious to bring under your notice that this fact need not interfere in any way with the question before the Government respecting the order for this mail. Their concurrence being given, the Commissioners will only be

asked to provide £3000 odd from the funds in the hands of the Colonial Treasurer, and an order on Union Bank, London, for balance at credit of Company and Commissioners there, the Directors providing the £600 odd, now taken for duplicates by Sharp and Terry, and which item the Directors have already engaged with the Commissioners shall be paid out of revenue.

I think you will see that this arrangement will place things in a precisely similar condition, financially, as they were intended to be when the Government refused concurrence in the order for duplicates; and I hope may prove satisfactory to the Commissioners.

Messrs. INNES and BARTLEY.

Yours, &c.,

(Signed)

H. DOWLING, *Secretary*.

30th August, 1871.

SIR,

WITH reference to the question of London balances, to which you called my attention after the meeting yesterday, permit me to say, that in the event of the concurrence of the Government in the purchase of the two locomotives,—and without which, of course, the Directors cannot move any further,—the amount of the concurrence being £4600, the Commissioners have in their own hands the arrangement of funds, and can remit £3203, which, with an order from them on Union Bank, London, for the balance there, would cover the £4000, the Directors providing the £600; which sum it is clearly the intention of the London agents to use for payment of the duplicates—so saving the discount on drafts on Launceston.

When the question is before the Commissioners you will please have this letter read.

Yours, &c.,

S. V. KEMP, *Esq.*

(Signed)

H. DOWLING, *Secretary*.

*Vid Brindisi.*

(C.)

18th May, 1871.

DEAR SIRS,

YOURS of the 24th March came duly to hand. With reference to stores; at present the Company has been supplied by local contractors. I need perhaps scarcely say, that should the Directors at any time think it desirable to obtain goods from England they would avail themselves of your services.

I enclose duplicate of my April letter, and the schedule of locomotive and carriage “*duplicates*,” and have to advise you that this order has to be shipped on *Company’s account solely*; and that the *Directors wish you to draw on the Chairman for the amount*.

Yours, &c.,

Messrs. SHARP and TERRY, *London*.

(Signed)

H. DOWLING, *Secretary*.

6th September, 1871.

SIR,

UNDER the apprehension that reports may reach you respecting the condition of a portion of the earthworks of the Line, on which it may be desirable you should be informed, I have obtained the instruction of the Directors to forward, for the information of the Governor in Council, a report from the Engineers respecting subsidence in a bank (No. 42), in reference to which I had addressed the Engineers; and from which you will learn that there is nothing exceptional in this case as compared with heavy earthworks on new lines of Railway during wet seasons immediately after construction.

Yours, &c.,

The Hon. the Colonial Secretary.

(Signed)

H. DOWLING, *Secretary*.

(Copy.)

Engineers’ Offices, Launceston, 2nd September, 1871.

DEAR SIR,

WE are in receipt of your letter of the 29th ultimo, requesting us to furnish you with a report with reference to the subsidence of bank 42, for the information of the Board.

In reply, we have only to say that this embankment, as well as others on the Line, has subsided considerably, but they have all been maintained at their proper level by the Contractors.

Whoever made a report to the Board relative to the state of this embankment can know very little about it, otherwise he would have informed the Board that the subsidence has been going on for the last two years, viz., since the embankment was made.

The subsidence in the embankments along the Line is not peculiar to these works. It always occurs, more or less, and within my experience to a greater extent than we have to contend with here.

Yours, &c.,

(Signed)

DOYNE, MAJOR, & WILLETT.

H. DOWLING, *Esq.*, *Secretary*.

*Railway Commissioners' Office, Public Buildings,  
Launceston, 14th September, 1871.*

SIR,

AT a Board Meeting of the Directory of the Launceston and Western Railway Company held last Tuesday, a letter was read from Mr. Bartley in which he transmitted for the report of the Company's Secretary my letter to you of the 30th ultimo, which I presume had been forwarded to Messrs. Innes and Bartley for their report and observations thereon.

I beg most respectfully to take exception to Mr. Bartley's procedure in forwarding my letter for the report of the Company's Secretary while such document was under the consideration of the Government,—a proceeding, I think I am justified in saying, which is quite contrary to official usage.

But I do not so much complain of this as of the opportunity taken by the Company's Secretary to make his peculiar observations, as I do of his opening statement, that in my retaining the documents relative to the application for authority to expend certain sums upon the extensions to Stations, &c., pending your advice on the conference memorandum "was unknown to the Directory." No statement could be more at variance with the truth. Upon every occasion on which the subject was spoken of at the Board Meetings, I invariably mentioned, that till I had been favoured with your advice upon the Commissioners' communication of the 19th July last, I could not forward nor advise upon the applications for authorities held by me. The Secretary's statement to the contrary is but consistent with his general conduct towards me; nor would I notice it now, were it not due to you that, so far as I know, you should be informed of the truth. I may add that Mr. Tyson, one of the Directors, at the Board stated his surprise at such an assertion being made by the Company's Secretary, but as it might serve a purpose truth was sacrificed to gratify jealousy.

Apologising for troubling you with this communication,

I have, &c.,

*The Hon. the Colonial Secretary.*

(Signed) SAML. V. KEMP.

REFERRED to Mr. Bartley for his observations.

*For the Colonial Secretary, (absent),*

THOS. D. CHAPMAN.  
16th Sept. 1871.

THE letter of Mr. Kemp of the 30th ultimo to the Colonial Secretary, and by him forwarded to me for my observations, referred to several matters of account, and contained statements which rendered it necessary for me to refer it to the Secretary of the Launceston and Western Railway Company, in order to obtain the information I considered it my duty to afford to the Government upon the various questions raised by Mr. Kemp. A somewhat lengthened communication from Mr. Innes and myself, explaining the procedure complained of in the within letter from Mr. Kemp, with the letter from the Secretary affording the information I applied for, is now before the Government.

THEODORE BARTLEY.  
19. 9. 71.

#### ADDITIONAL FOR TURNTABLES. Nos. 940 AND 941.

#### 940.

*Launceston and Western Railway, 23rd August, 1871.*

SIR,

I HAVE to request that the concurrence of the Governor in Council may be obtained to an expenditure of £243 for Turntables, in addition to the expenditure of £774 already concurred in.

Your obedient Servant,

(Signed) H. DOWLING, *Secretary.*

*The Honorable the Colonial Secretary.*

WE recommend the concurrence of the Governor in Council to the additional expenditure of Two hundred and forty-three pounds (£243), for putting in sidings leading on to the Turntables at Launceston and Deloraine.

THEODORE BARTLEY.  
FRED. M. INNES.  
19 Sept. 1871.

941.

*Colonial Secretary's Office, 25th September, 1871.*

SIR,

I HAVE the honor to inform you that upon the application of the Directors of the Launceston and Western Railway Company, and with the recommendation of the Commissioners, the Governor in Council has been pleased to approve of the expenditure of the sum of Two hundred and forty-three pounds for putting in sidings leading on to the Turntables at Launceston and Deloraine.

I have, &amp;c.,

(Signed) THOS. D. CHAPMAN, *for the Colonial Secretary.*H. DOWLING, *Esq., Secretary.*

COMPENSATION FOR LAND—MRS. WENTWORTH. PERTH AND EXTON ROAD TRUSTEES, FOR WORK PERFORMED. WESTBURY STATION ROAD. FELLING TREES. SOLICITOR'S COSTS. LAND CLAIM—MUNICIPALITY OF LONGFORD. LEATHER BELTING. Nos. 942 to 945.

942.

*Launceston and Western Railway Company, Limited,  
Launceston, 2nd October, 1871.*

SIR,

I HAVE the honor to ask concurrence of the Governor in Council to the following expenditure ; viz.—

	£	s.	d.
Land compensation—Mrs. Wentworth by tenant .....	2	0	0
Perth Road Trustees, for work performed .....	14	7	3
Burke, Exton Road Trust, ditto .....	24	16	6
Westbury Station Road, Callaghan.....	94	19	0
Felling trees, O'Meara .....	5	0	0

I have, &amp;c.,

(Signed) H. DOWLING, *Secretary.**The Hon. the Colonial Secretary, Hobart Town.*

943.

*Launceston and Western Railway Company, (Limited,)  
Launceston, 2nd October, 1871.*

SIR,

I HAVE the honor to ask concurrence of the Governor in Council in the following expenditure ; namely,—

	£	s.	d.
Solicitor's costs.....	35	18	1
Ditto .....	51	0	10
Land claim, the Municipality Longford.....	90	0	0

I have, &amp;c.,

(Signed) H. DOWLING, *Secretary.**The Hon. the Colonial Secretary, Hobart Town.*

THE within-named accounts have been incurred without first obtaining the authority of the Governor in Council ; some of which, however, it will be seen are of such a nature that the amounts could not be anticipated. Under the circumstances, we beg to recommend that the applications for authorities mentioned herein, amounting in the aggregate to £318 1s. 8d., be granted by the Governor in Council.

SAML. V. KEMP.

F. M. INNES.

5. 10. 71.



944.

*Launceston and Western Railway Company (Limited),  
Launceston, 4th October, 1871.*

SIR,

I HAVE the honor to ask the concurrence of the Government in expenditure of £200 for the purchase of Leather Belting for tools in workshops.

I have, &amp;c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

WE beg to recommend the within application for £200 for Leather Belting for workshops.

SAML. V. KEMP.

F. M. INNES.

5. 10. 71.

945.

*Colonial Secretary's Office, 9th October, 1871.*

SIR,

I HAVE the honor to acquaint you that the Governor in Council has upon the application of the Directors of the Launceston and Western Railway Company, and with the recommendation of the Commissioners, been pleased to approve of the following expenditure ; namely,—

	£	s.	d.
Mrs. Wentworth, land compensation .....	2	0	0
Perth Road Trustees for work performed .....	14	7	3
Burke, Exton Road Trust, for work performed..	24	16	6
Westbury Station Road, Callaghan.....	94	19	0
For felling trees, O'Meara .....	5	0	0
Solicitor's costs .....	35	18	1
Ditto .....	51	0	10
Land claim, Municipality of Longford .....	90	0	0
Leather belting for tools in workshop .....	200	0	0

I have, &amp;c.,

H. DOWLING, *Esq., Secretary.*

(Signed)

G. BOYES, *for the Colonial Secretary.*

# INSURANCE OF STATION BUILDINGS DURING CONSTRUCTION.

Nos. 946 AND 947.

946.

*Launceston and Western Railway Company (Limited),  
Launceston, 9th October, 1871.*

SIR,

I HAVE the honor to request the concurrence of the Government in expenditure of £21 17s. for insurance on station buildings during construction.

Yours, &amp;c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary.*

RECOMMENDED for the concurrence of the Governor in Council.

THEODORE BARTLEY.

F. M. INNES.

19. 10. 71.

947.

*Colonial Secretary's Office, 23rd October, 1871.*

SIR,

IN reply to your letter of the 9th instant I have the honor to acquaint you that the Governor in Council has, upon the application of the Directors of the Launceston and Western Railway Company, and with the recommendation of the Commissioners, approved of the expenditure of the sum of Twenty-one pounds seventeen shillings for insurance on station buildings during construction.

I have, &amp;c.,

H. DOWLING, *Esq., Launceston.*

(Signed)

J. M. WILSON.

CLEARING TREES FELLED BY THE COMPANY; TOOLS FOR REPAIRING  
GANGS. Nos. 948 to 950.

948.

*Launceston and Western Railway Company (Limited),  
Launceston, 2nd November, 1871.*

SIR,

I HAVE the honor to ask that the concurrence of the Governor may be given to the following expenditure—namely, £5, clearing trees felled by the Company for security of passengers, &c.

Yours, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary.*

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RECOMMENDED for the concurrence of the Governor in Council—viz., £5 for clearing trees.

SAML. V. KEMP.

THEODORE BARTLEY.  
6. 11. 71.

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949.

*Launceston and Western Railway Company (Limited),  
Launceston, 2nd November, 1871.*

SIR,

I HAVE the honor to ask that the concurrence of the Governor may be given to the expenditure of £200 for tools for the repairing gangs.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary.*

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WE beg to state for the information of the Government that the Launceston and Western Railway Company took over the maintenance of the permanent way of the Line on the 1st instant from the Contractors.

The tools required in such maintenance are usually chargeable to construction account; we therefore beg to recommend the within-named application for the concurrence of the Governor in Council—viz., £200 for tools.

SAML. V. KEMP.

THEODORE BARTLEY.  
6. 11. 71.

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950.

*Colonial Secretary's Office, 13th November, 1871.*

SIR,

I HAVE the honor to inform you that, upon the application of the Directors of the Launceston and Western Railway Company, and with the recommendation of the Commissioners, the Governor in Council has been pleased to authorise the following items of expenditure, viz.:—

Five pounds for clearing trees felled by the Company for the security of passengers, &c.

Two hundred pounds for tools for the repairing gangs.

I have, &c.,

(Signed) B. TRAVERS SOLLY (*for Col. Secretary.*)

HENRY DOWLING, *Esq., Secretary.*

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## ADDITIONAL FOR ERECTING TURNABLES. ENGINEERING MAINTENANCE.

Nos. 951 to 953.

951.

*Launceston and Western Railway Company (Limited),  
Launceston, 13th November, 1871.*

SIR,

I FIND that the contracts and expenditure under the head of turntables will exceed the authority by £26 11s. 1d. (twenty-six pounds eleven shillings and one penny); and have, therefore, the honor to ask that the Governor in Council will sanction a further expenditure in this sum.

*The Hon. the Colonial Secretary.*

I have, &amp;c.,

(Signed) H. DOWLING, Secretary.

RECOMMENDED for the concurrence of the Governor in Council, £26 11s. 1d., addition for erection of turntables.

SAML. V. KEMP.

15. 11. 71.

THEODORE BARTLEY.

952.

*Launceston and Western Railway Company (Limited),  
Launceston, 14th November, 1871.*

SIR,

I HAVE the honor to ask the concurrence of the Governor in Council to a further payment of £150 in favor of the engineers for inspection of maintenance of this line.

*The Hon. the Colonial Secretary.*

I have, &amp;c.,

(Signed) H. DOWLING, Secretary.

RECOMMENDED for the concurrence of the Governor in Council, £150 for engineering maintenance.

SAML. V. KEMP.

15. 11. 71.

THEODORE BARTLEY.

953.

*Colonial Secretary's Office, 20th November, 1871.*

SIR,

I HAVE the honor to inform you that the Governor in Council has been pleased, upon the application of the Directors of the Launceston and Western Railway Company, and with the recommendation of the Commissioners, to authorise the expenditure of the following items; viz.—

Twenty-six pounds eleven shillings and one penny for additional expense of erection of turntables.

One hundred and fifty pounds for engineering maintenance and inspection.

I have, &amp;c.,

(Signed) B. T. SOLLY, for Colonial Secretary.

*H. DOWLING. Esq., Secretary.*

## ADDITIONAL FOR ERECTION OF LOCOMOTIVES. Nos. 954 AND 955.

954.

*Launceston and Western Railway Company (Limited),  
Launceston, 20th November, 1871.*

SIR,

I HAVE the honor to ask the concurrence of the Governor in Council in the further expenditure of £28 4s. 8d. for the erection of Locomotives.

*The Hon. the Colonial Secretary.*

I have, &amp;c.,

(Signed) H. DOWLING, Secretary.

WE regret being obliged to ask your concurrence again to a further sum required in the erection of Locomotives. We were under the impression that the former excess asked for, over and above the estimate for this work, would have fully covered all that was required.

We append the Company's Secretary's explanation to us, which shows how the error occurred, for your information, and beg to recommend that authority be granted by the Governor in Council for the expenditure of £28 4s. 8d. for the erection of Locomotives.

We have, &c.,  
(Signed)

SAML. V. KEMP.  
22. 11. 71.

THEODORE BARTLEY.

(Copy.)

*Launceston and Western Railway Company (Limited),  
Launceston, 20th November, 1871.*

GENTLEMEN,

I HAVE the honor to ask that the enclosed application may be recommended by you. The authorization is necessary for the adjustment of the accounts now before the Auditor, as reported by the Accountant; who explains that when computing the sum required for the erection of Locomotives he had omitted to extract two pay sheets, amounting to £28 4s. 8d.; the sum now asked for.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Commissioners, Launceston.*

## 955.

*Colonial Secretary's Office, 28th November, 1871.*

SIR,

I HAVE the honor to inform you that the Governor in Council has been pleased, upon the application of the Directors of the Launceston and Western Railway Company, and with the recommendation of the Commissioners, to approve of the expenditure of the sum of twenty-eight pounds four shillings and eightpence (£28 4s. 8d.), in addition to the amount already sanctioned for the erection of Locomotives.

I have, &c.,

H. DOWLING, *Esq., Secretary.*

(Signed) J. M. WILSON.

## TOWARDS ERECTION OF BRIDGE OVER NORTH ESK, AND MAKING A ROAD FROM IT TO THE ST. LEONARDS STATION. Nos. 956 AND 957.

## 956.

*Launceston and Western Railway Company (Limited),  
Launceston, 29th November, 1871.*

SIR,

I AM instructed by the Directors to request the concurrence of the Governor in Council in the expenditure of £100 for the making of a bridge over the North Esk, and road therefrom to the St. Leonards Station on this Railway; this sum being a contribution in aid of an expenditure by the inhabitants of the township of St. Leonards and adjoining Road Boards, by which the using of the Railway will be promoted.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Honorable the Colonial Secretary, Hobart Town.*

BELIEVING that the proposed bridge over the North Esk at St. Leonards is urgently required for using the Railway, and for the development of the traffic from that township and its neighborhood, and considering that we are warranted in looking upon the expenditure applied for as indicated by the 9th Section of 29 Vic. No. 24, authorising the construction of such "bridges as may be necessary for using the Railway," read in connection with the 7th and 11th Sections of 30 Vic. No. 28, we beg to recommend the within application for the concurrence of the Governor in Council.

FRED. M. INNES.  
THEODORE BARTLEY.  
30 Nov. 71.

957.

SIR,

*Colonial Secretary's Office, 6th December, 1871.*

I HAVE the honor to inform you that upon the application of the Directors of the Launceston and Western Railway, and with the recommendation of the Commissioners, the Governor in Council has been pleased to approve of the expenditure of the sum of One hundred pounds for the cost of erecting a bridge over the North Esk at St. Leonards, the inhabitants of that town and adjoining Road Boards undertaking to furnish the remainder of the expense.

H. DOWLING, *Esq.*, *Secretary.*

I have, &amp;c.,

(Signed)

J. M. WILSON.

REPAIR OF CULVERT UNDER THE EMBANKMENT AT CAMERON'S.  
TELEGRAPHIC CONSTRUCTION. Nos. 958 to 962.

958.

*Railway Commissioners' Office, Public Buildings, Launceston,  
6th December, 1871.*

SIR,

I HAVE the honor to report for your information that at a meeting of the Directory of the Launceston and Western Railway Company held yesterday, a report was read from the Secretary on the necessity of taking immediate steps to repair the culvert under the bank at Cameron's, extracts from which report I forward herewith.

The Directory have determined to carry out the recommendation of the Engineers, and which it is estimated will necessitate an outlay of £800, including the Engineers' commission of fifteen per cent. as a personal charge for superintendence, &c.

I opposed the last item on account of its being excessive, as well as on the grounds that their contract for engineering supervision of maintenance does not expire before the 14th of February next; and that, as I take it, the work to be done belongs to maintenance,—hence comes under the Engineers' first contract; but my objections were over-ruled.

I have also to state that I deemed it my duty at the same meeting to protest against the last payment to the Contractors (Messrs. Overend and Robb), which although deemed a final payment, did not secure from them a receipt in full of all demands.

*The Hon. the Colonial Secretary.*

I have, &amp;c.,

(Signed)

SAML. V. KEMP.

REFERRED to the Commissioners.

J. M. WILSON.

7 Dec. 1871.

THIS work is imperative, and the question as to whether the Engineers' Contract expires at an earlier or later date is too trivial to stand in the way.

F. M. INNES.

*EXTRACTS from Secretary's Report of December 5th, with Minutes of the Board thereon.*

## CAMERON'S BANK.

Both the Engineers and Mr. Tidey report the necessity of steps being promptly taken to repair the culvert under this bank. The Engineers say that the Directors must be prepared for an expenditure of £800 on this work, including their commission of 15 per cent., and if the Directors approve, the concurrence of the Governor in Council should be asked at once. But I also beg to suggest that in the meantime the Engineers, if they are to be employed, should be forthwith instructed, not waiting such concurrence,—a course of proceeding under the circumstances which the Commissioners will scarcely object to, seeing that the whole matter has been reported to the Government, and £50 allowed for temporary repairs.

Mr. Weedon moved, and Mr. Robertson seconded,—That in view of the importance of having the necessary repairs done at Cameron's Culvert, the Engineers be at once instructed to prepare the necessary plans for the work, with the understanding that the 15 per cent. commission cover all expenses for plans and resident supervision.—Carried.

Mr. Kemp asked a division on the ground that he considered the charge for engineering commission excessive.

Ayes—Green, Robertson, Weedon, Button.

Noes—Kemp, Dodery.

## REPORT BY MR. TIDEY.

The Inspector of Permanent Way and Works has made his first report in pursuance of my instructions; and as he refers to requirements, as wheelbarrows and planks, I have requested him to report what repairing stock will be required in addition to the list prepared by Mr. Major, and already approved by the Board. This officer raises the question as to the paying off of dismissed workmen, and it appears to me I must have authority to disburse such sums, holding a floating cash balance for the purpose.

Agreed that the Secretary have a floating balance of £20 for this purpose.

## OVEREND AND ROBB'S CONTRACT.

In pursuance of the instructions of the Board I have paid the Contractors their principal moneys and returned to them their deposit note. I had prepared by the solicitors a release under seal, but Mr. Robb for himself refused to sign it, and no one here holds a power of attorney from Mr. Overend. I therefore paid, after consulting the Chairman, and took the receipt of the firm on the usual vouchers. Mr. Robb stated that there was the question of interest, and a further question affecting the maintenance of the big cutting which must wait the arrival of Mr. Overend at about Christmas before he could sign an absolute release. I take it that Mr. Overend is not likely to open these questions; and that if he should do so he would find a practical difficulty in the way, having given the receipts referred to. But, however, it was clear to me that the interests of the Company would be promoted by the prompt payment of admitted claims, on the ordinary receipts of the Contractors.

The Board approved of the Secretary's action. Mr. Kemp asked a division.

*Ayes*—Messrs. Green, Button, Weedon, Dodery, Robertson, Bartley.

*Noes*—Mr. Kemp.

The Engineers have applied for balance of Maintenance Inspection, at £150; and it is clear that this application opens up the question whether the Directors having caused an alteration in the period of maintenance by a concession made to the Contractors—by which instead of compelling them to maintain for twelve months after the completion they are permitted to close the period of maintenance on the 1st November—do not relieve the Engineers from inspection at the same time. For the information of the Directors, I produce the several agreements. The condition in the Contract is as follows:—"The Contractor shall maintain all the works comprised in this Contract in perfect order for a period of twelve months after the Engineers shall have given a certificate that the works are completed;" and the condition in the Engineers' agreement sets forth that he shall "superintend the construction of the said Railway and Works in a thoroughly efficient manner, either by himself or by properly qualified and competent assistants, to extend over the whole period of construction of the said Railway to the time of opening of the whole Line for public traffic, and for the term of 12 months after the same shall have been opened for traffic as aforesaid;" and the condition of payment provides that "the sum of £600 (being the residue of £17,600) shall be paid to the said W. Doyne by four equal quarterly payments during the 12 months next succeeding the opening of the said Line for traffic." Mr. Major, representing Mr. Doyne, contends that the provision of 12 months' superintendence was made in view of the period during which the Contractors had to maintain, namely, 12 months, and that the maintenance having ceased on the 1st November, or so soon after as the Engineers could fairly give the necessary certificate, their superintendence of necessity ceases: they have nothing to superintend.

Whatever be the conclusion at which the Board may arrive, I desire to call attention to the fact that the case of reference respecting supply of copies of land plans has never been settled, the Board having never finally replied to the Engineers' letter of June last, or the subsequent verbal communication made by Mr. Willett, that if a reference has to be arranged between the Company and themselves on this point, they have questions of claim on the Company which they should ask to be included in such reference.

On the 28th of October, 1868, a resolution was passed as follows:—"That Mr. Doyne be asked to agree that in the event of reference to arbitration becoming hereafter necessary, the question of liability as regards the land plans shall not be prejudiced by any payments made by the Board on account of such plans." In June of this year the letter from the solicitors annexed proposed a compromise, which led to the reply of the Engineers of the 20th, with a verbal request that if such a reference should still be determined upon it should be made to embrace all questions open between the Company and the Engineers. The amount is about £50, and it will be for the Board to say if on the Engineers signing a release to the Company, under seal, the claim shall be paid.

The first question for to-day is, of course, the decision of the Board on the question of payment for inspection of maintenance.

The Secretary was instructed to take the opinion of the solicitors on the whole question.

*For the Commissioners.*

True Copy,

AUBREY WEEDON.  
December 6th, 1871.

959.

*Launceston and Western Railway Company ( Limited ),  
Launceston, 7th December, 1871.*

SIR,

I HAVE the honor to call your attention to prior communications respecting the culvert under the embankment at Cameron's, built after the late floods last year by Messrs. Overend and Robb from designs by a Mr. Francis of Melbourne, an agent of the said contractors, and especially to my letter of the 1st ultimo, in which I asked for the concurrence of the Government in the immediate expenditure of £50, which was allowed. The Engineers, upon a further examination of the defects, recommend that the Directors be prepared to make an expenditure of £800, and as the case is most urgent, and the expenses may be very largely increased by delay, I am instructed to urge upon the Engineers prompt action on their part, and to ask the concurrence of the Government in the expenditure of not more than £800, which amount it is believed will cover the outlay.

I have, &amp;c.,

(Signed) H. DOWLING, *Secretary.*

*The Honorable the Colonial Secretary, Hobart Town.*

BELIEVING that there is an urgent necessity that the restoration or repairs of the culvert in question should be commenced and completed with the least possible delay, to avoid the outlay of a probably much larger expenditure, I beg to recommend the within application for £800 for the concurrence of the Governor in Council.

THEODORE BARTLEY.

8. 12. 71.

THE Company's Engineers have amended their former estimate, and they now say that the restoration of Cameron's culvert will cost £700, their personal charge for commission, 15 per cent., say £100—total £800. In recommending this authority for the concurrence of the Governor in Council, I beg to protest against the charge of 15 per cent. for engineering commission as being excessive. The sufficiency or otherwise of the sum now asked for to restore this culvert I am unable to advise upon in consequence of the Engineers not having submitted any scheme or plans showing how they propose to treat such restoration. I regret that the Secretary should have thought proper to call your attention to his letter of the 1st ultimo. In justice to myself I must ask you to read my communication to you of the 3rd ult. in connection with that referred to by Mr. Dowling.

SAML. V. KEMP.  
9. 12. 71.

960.

*Launceston and Western Railway Company ( Limited ),  
Launceston, 9th December, 1871.*

SIR,

I HAVE the honor to ask concurrence of the Governor in Council in the expenditure of a further sum of £5 telegraph construction.

I have, &amp;c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Secretary, Hobart Town.*

RECOMMENDED for the concurrence of the Governor in Council—viz., £5 for telegraph construction.

SAML. V. KEMP.  
11. 12. 71.

TEHODORE BARTLEY.  
12. 12. 71.

961.

*Colonial Secretary's Office, 13th December 1871.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 7th instant, requesting the authority of the Government for the expenditure of a sum not exceeding Eight hundred pounds for the repairs of the culvert under the embankment at "Cameron's." As the immediate prosecution of this work appears to be urgently necessary, I desire to inform you that the Government are prepared to concur in the outlay, and the application will be submitted for the requisite approval of the Governor in Council at the next meeting.

I have, &amp;c.,

(Signed) J. M. WILSON.

H. DOWLING, *Esq., Secretary.*

962.

*Colonial Secretary's Office, 18th December, 1871.*

SIR,

REFERRING to my letter under date the 13th instant, I have now the honor to acquaint you that the Governor in Council has been pleased to approve of the expenditure of a sum not exceeding eight hundred pounds (£800) for the repair of the culvert under the embankment at "Cameron's."

His Excellency has also approved of the expenditure of the sum of five pounds (£5) for telegraphic construction, as requested in your communication of the 9th instant.

H. DOWLING, *Esq.*, *Secretary.*

I have, &amp;c.,

(Signed)

J. M. WILSON.

FELLING TREES. Nos. 963 AND 964.

963.

*Launceston and Western Railway Company (Limited),  
Launceston, 12th December, 1871.*

SIR,

I HAVE to beg the concurrence of the Governor in Council in the expenditure of the sum of five pounds for felling trees, rendered necessary for the safety of the Line and passengers.

*The Hon. the Colonial Secretary.*

I have, &amp;c.,

(Signed)

HENRY DOWLING.

RECOMMENDED for the concurrence of the Governor in Council.

(Signed)

SAML. V. KEMP.

13. 12. 71.

THEODORE BARTLEY.

964.

*Colonial Secretary's Office, 18th December, 1871.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 12th instant, and in reply to acquaint you that, upon the application of the Directors of the Launceston and Western Railway Company, and with the recommendation of the Commissioners, the Governor in Council has been pleased to approve of the expenditure of the sum of five pounds (£5) for felling trees, necessary for the safety of the Line and passengers.

H. DOWLING, *Esq.*, *Secretary.*

I have, &amp;c.,

(Signed)

J. M. WILSON.

## ADDENDUM.

CHARGE AGAINST ENGINEERS OF HAVING GIVEN AN IMPROPER  
CERTIFICATE. No. 729A.

729a.

*Colonial Secretary's Office, 25th November, 1871.*

GENTLEMEN,

REFERRING to your letter of the 15th September, in which you comment upon the Report of the Professional Commissioner dated 23rd May last, especially upon the allegation made by Mr. Kemp that the Contractors have been overpaid for ballast which had not been put upon the Line in accordance with the terms of their Contract, I would have replied thereto at an earlier date but for my absence from the Colony, and the pressure of Parliamentary business, and I regret the delay thus unavoidably occasioned.

The Government have carefully considered the subject in all its bearings, and have arrived at the conclusion that it would not be expedient to incur the very serious expense of engaging the services of an engineer for the purpose of obtaining his opinion as to whether the proper quantity of ballast has been placed upon the Line.



The Government are not in a position to effectually question the accuracy of the certificate of the Company's Engineers, nor could the Contractors, in my opinion, be compelled to abide by the decision of any professional man who might be employed by the Government to investigate the matter in dispute.

With regard to the appointment of a Commission of Enquiry into the various charges preferred by you against Mr. Kemp, and also the correctness or otherwise of that gentleman's imputations against you, the Government cannot, in view of the early cessation of your respective duties as Commissioners of the Launceston and Western Railway, concur in the desirability of re-opening a discussion tending to enhance the difficulties which surround the settlement of the various important questions connected with the final adjustment of the relations between the Government and the Company.

The Government are fully alive to the deep interest you have evinced in the undertaking, and your constant endeavours to protect the public interests during the construction of the Line, and they trust that you will appreciate the motives which now disincline them to comply with your request.

I have, &c.,

(Signed)

J. M. WILSON.

Messrs. the Hon. F. M. INNES and  
THEODORE BARTLEY, Launceston.

## CORRESPONDENCE WITH THE HONORABLE COLONIAL TREASURER.

### CONSTRUCTION AND WORKING OF THE COMPANY'S LINE OF TELEGRAPH.

Nos. 965 to 988.

#### 965.

*Launceston and Western Railway Company, Limited,  
Launceston, 11th January, 1871.*

SIR,

THE question of the construction of a line of Telegraph along the Railway to Deloraine is one demanding the prompt attention of the Company, and one in which the people of the Districts are expressing considerable interest.

I have therefore the honor to submit for the consideration of the Government that, in view of the importance to the public interests of the completion of such a line of Telegraph, His Excellency the Governor should be moved to sanction assistance being given to the Company, on the principle of that accorded to the District of Longford: the Company working the line throughout, excepting Longford, which should remain as at present.

By these means, Evandale, Perth, Hagley, Westbury, Exton, Deloraine, and some minor stations could at once be placed in connection with the electric communication now existing; the Government deriving advantages, in the despatch of messages, similar to those derived at Longford and other Districts.

I am, therefore, to ask that this important question may receive the early consideration of the Government; and, should the proposal now made be favorably entertained, that you will be pleased to advise me, for the information of the Directors, under what arrangement the work could be proceeded with.

It has been suggested that the Government, having materials on hand, or which they can obtain, perhaps, on better terms than we can, might undertake the construction on similar terms to those adopted in the case of the Districts to which I have referred.

I have, &c.

(Signed)

H. DOWLING, Secretary.

The Hon. the Colonial Treasurer, Hobart Town.

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966.

*Colonial Treasury, 6th April, 1871.*

SIR,

WITH reference to the conversation I had with you when I was in Launceston during the last week in reference to a supply of Telegraphic Materials from the Government Store, I have now the honor of transmitting the enclosed Memorandum from the Government Storekeeper, by which you will see what supplies can be made, and the price you will have to pay to the Storekeeper for the same.

The Government Lines of Telegraph are constructed on poles 30 to the mile; assuming the distance from Launceston to Deloraine by Railway as 45 miles, there would be 1350 Posts requiring 1350 Insulators. As, however, the Government could only supply 700 Insulators at present, it is suggested that the Line should be attached to every other Post until a supply of Insulators can be obtained.

I have, &c.,

(Signed) THOS. D. CHAPMAN, *Colonial Treasurer.*

H. DOWLING, *Esq., Secretary.*

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967.

*Launceston and Western Railway Company, Limited,  
Launceston, 19th April, 1871.*

SIR,

I HAVE the honor to request that the Engineers of the Company may be furnished, as early as possible, with 700 insulators, in pursuance of your letter of the 6th instant.

I beg to acknowledge your kind suggestions with respect to their disposal; but I hope a further supply may be received, *via* Melbourne, by the time the number you name have been attached to the poles.

I am anxious to obtain printing and not embossing machines; and have caused enquiries to be made in the other Colonies respecting the stocks on hand (if any) before accepting your offer.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Honorable the Colonial Treasurer, Hobart Town.*

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968.

*Colonial Treasury, Hobart Town, 25th April, 1871.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 19th instant in reference to materials required by your Company for the construction of the Telegraph in connection with the Launceston and Western Railway.

With reference to the insulators, I have now to inform you that instructions have been sent by this night's post to the Collector of Customs at Launceston to hand over to you the three cases (480) of insulators in store under his charge, and the Telegraph Department has forwarded by carrier from Spring Hill a case containing one hundred and sixty more (160) to your address; there will also be forwarded sixty (60) by sailing vessel, which will supply you with the number named in my letter of the 6th instant; viz., seven hundred.

I have, &c.,

(Signed) THOS. D. CHAPMAN, *Colonial Treasurer.*

*The Secretary, Launceston and Western Railway Company.*

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*Launceston and Western Railway Company (Limited),  
Launceston, 7th June, 1871.*

SIR,

In view of the early completion of this Company's Line of Telegraph, I am instructed by the Directors to propose the following arrangements for the consideration of the Government:—

1. It is intended by the Directors to charge the present scale for all Messages carried over the Company's Line, and 1s. 6d. for Ten words, and so on in proportion for Messages carried over any portion of the two systems.

2. That, as it will tend greatly to the public convenience, the Government be asked to allow their office in Launceston to be the terminal of the Company's system,—the Company paying a rental of £30 per annum for this service.

3. That for all Messages running over any part of the two systems a terminal charge of 3d. each Message be taken by the Government and the Company respectively; the remaining 1s. being divided according to the mileage over which the Message may be carried. This mode of charge, by mileage, is that which has hitherto existed in England between general Telegraph Companies and local Railway Telegraph Lines; it exists also in the practice of the Railways, with reference to passengers and goods carried over different systems of Railways; and in some instances of Steamship Companies performing this kind of service for the public; and in all such cases, as far as I can learn, the mode of settlement has worked well.

Your early attention will be esteemed a favour.

I have, &c.,

*The Hon. the Colonial Treasurer.*

(Signed) H. DOWLING, *Secretary.*

*Colonial Treasury, Hobart Town, 9th June, 1871.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 7th instant, proposing certain arrangements for working the Telegraph Lines of your Company in connection with the Government Lines of Telegraph.

For your information I annex a list of the existing Government Telegraph Stations, and to enable me to consider the proposals you have made I shall be glad to know at what Railway Stations, besides Deloraine and Westbury, your Directors propose opening offices, and whether your Directors propose adopting the Rules and Regulations now in force over the Government Lines of Telegraph. I shall also be glad to have any other information you may be able to give me respecting the proposed working of your Lines.

I have, &c.,

(Signed) THOS. D. CHAPMAN, *Colonial Treasurer.*

HENRY DOWLING, *Esq., Secretary.*

**GOVERNMENT Telegraph Stations in Tasmania, 9th June, 1871.**

- |                    |                        |
|--------------------|------------------------|
| 1. Hobart Town.    | 9. Oatlands.           |
| 2. Mount Nelson.   | 10. Ross.              |
| 3. Port Arthur.    | 11. Campbell Town.     |
| 4. New Norfolk.    | 12. Longford.          |
| 5. Brighton.       | 13. Launceston.        |
| 6. Green Ponds.    | 14. Nine Mile Springs. |
| 7. Melton Mowbray. | 15. Low Heads.         |
| 8. Bothwell.       |                        |

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971.

*Launceston and Western Railway Company (Limited),  
Launceston, 10th June, 1871.*

SIR,

IN reply to yours of yesterday on the question of working the Telegraph, I beg to inform you that it is proposed, so far as the public are concerned, to adopt the regulations of the Government, which have already been printed on the forwarding forms, of which I enclose a copy.

The Stations will be *Evandale, Perth, Longford, Westbury, and Deloraine*, and, of course, *Launceston*.

Regulations will be required for the guidance of the officers of the Company, but these will relate to the telegraphic messages on Company's business from station to station.

I am not aware of any further information which I can give respecting the proposed working of the Lines, but shall be happy to answer any further enquiries.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Treasurer.*

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972.

*Launceston and Western Railway Company (Limited),  
Launceston, 29th June, 1871.*

SIR,

THE Engineers report that the completion of the Telegraph Line is now only awaiting your decision respecting the Launceston terminus being in the public Telegraph Office.

I have the honor to ask your early decision.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Treasurer.*

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973.

*Colonial Treasury, Hobart Town, July 3rd, 1871.*

SIR,

WITH reference to the correspondence that has passed between your Company and this Department respecting the establishment of Telegraphic communication between Launceston and Deloraine, and the advisability of working the same in connection with the Government Lines of Telegraph in the Colony, I have now the honor of informing you that, after fully considering the question, the Government are prepared to assent to the following arrangements for working the Company's Line of Telegraph in connection with the Government lines; viz.—

1. That the Company undertake to adopt the Rules and Regulations made by the Governor in Council under the authority of the Telegraph Act for the transmission of messages and the management of the Telegraph offices at the several Railway stations at which it is proposed to establish Telegraph stations.

2. That the same scale of charges be made by the Company for the transmission of messages as are now made by the Government.

3. That the present Government Telegraph offices in Launceston, with the Government staff of officers thereat, be available for the receipt, transmission, and delivery of all messages to and from the Company's Telegraph Stations on the Line of Railway, on condition that the Company pay to the Government the sum of one hundred pounds per annum towards the salaries of the said staff of officers.

4. That one moiety of all moneys taken at the Launceston office for messages transmitted from that office to any station on the Company's Line of Railway be paid over to the Railway Company.

5. That all moneys taken at any of the Government Telegraph Stations in Tasmania for messages to be forwarded along the Government Lines and the Company's Lines to any station on the Line of Railway be equally divided between the Government and the Railway Company.

6. That all moneys taken at any of the Company's Telegraph Stations for messages to be forwarded along the Company's Line and the Government Lines to any station on the Government Lines of Telegraph in the Colony be equally divided between the Government and the Railway Company.

7. With respect to messages transmitted by the members of the Government, or any officer of the Government duly authorised to transmit messages on Public Service, it is to be understood that all such messages shall be transmitted and delivered at the several Company's Stations free of all charge to the Government; and further, that the Secretary or Chairman of the Company shall be at liberty to forward messages on the Government Lines of Telegraph, addressed to members of the Executive Government on Public Service, free of charge.

8. That the Company adopt the same Code of Telegraphy as that now in use on the Government Lines in this Colony and the Government Lines in the other Australian Colonies.

9. On receiving from you an intimation that your Company are willing to adopt the foregoing conditions, I shall be prepared to give the necessary instructions to the several officers of the Telegraph Department in this Colony, and to place myself in communication with the Governments of the other Colonies in respect to the transmission of messages to the Telegraph Stations on your Line of Railway.

All accounts between the Railway Company and the Government to be adjusted and settled at the termination of every quarter.

I have, &c.,

(Signed) THOS. D. CHAPMAN, *Colonial Treasurer.*

H. DOWLING, *Esq., Secretary.*

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974.

*Launceston and Western Railway Company (Limited),  
Launceston, 11th July, 1871.*

SIR,

I HAVE submitted to the Directors your letter of the 3rd instant on the subject of the telegraph arrangements.

My reply may be very brief, as the Directors only take exception to one or two points in your proposal.

The sum of £100 to be paid for the use of the Government offices and staff in Launceston, as the terminal of the Company's system here, is deemed too high, in view of the limited income likely to accrue; and as the Company will be expected to supply an instrument for use at this terminal.

In the proposal made by the Company free messages were not included; and on this subject I am to observe that the very few occasions when the Chairman or Secretary will require to communicate by message with members of the Government must necessarily bear a very small proportion to the messages proposed to be sent by Government officers; which at Longford amount, it appears, to about one-half of the whole number transmitted.

If, however, the Government will allow the use of the Launceston offices as the terminal to the Western Line free of charge to the Company, free messages named in the 7th clause of your proposals will be transmitted; and if this arrangement be accepted the Directors are prepared to adopt all the other conditions.

Seeing that the Government make no contribution to the cost of construction, as was made in the case of Longford and other districts, the Directors are of opinion that the offer is liberal in the interest of the public.

On any other terms the Directors are advised that it will be more profitable to the Company to work their line independently, and act as agents between the Western people and the Government lines.

I have, &c.,

(Signed) H. DOWLING, *Secretary*.

*The Hon. the Colonial Treasurer, Hobart Town.*

## 975.

*Colonial Treasury, Hobart Town, 17th July, 1871.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 11th instant, in reply to my letter of the 3rd instant, in which I proposed the terms under which the Telegraphic Lines belonging to your Company should be worked in connection with the Telegraphic Lines belonging to the Government; and I gather therefrom that your Directors are agreeable to all the terms I proposed except the payment by the Company of One hundred pounds per annum to the Government for transacting the whole of the Company's business at the Launceston office.

In naming the sum of One hundred pounds per annum as the amount to be paid by the Company to the Government for transacting the business of the Company in the Launceston office, the Directors appear to have overlooked the fact that it was proposed that the whole of the fees to be taken at the Launceston office for messages transmitted from that office to any of the Telegraphic Stations on the Launceston and Western Railway were to be paid over by the Government to the Company; and that the sum of One hundred pounds per annum proposed to be paid by the Company to the Government, was simply to reimburse the Government for the extra staff required to transmit the messages, as well as an extra messenger to deliver the messages in Launceston.

As, however, the Government are desirous that the public should have the benefit of your Company's Line in connection with the existing Government Lines of Telegraph, I have now the honor of informing you that the Government will not require the sum of One hundred pounds per annum to be paid as proposed, but in lieu thereof one-half the fees charged or payable on messages transmitted from the Launceston Telegraph Office to any Telegraph Station on the Launceston and Western Railway shall be paid over by the Government to the Directors of the Launceston and Western Railway Company, and the other half retained by the Government.

Trusting the arrangement now proposed will meet with the concurrence of your Directory, and that the Line will soon be available for the transmission of messages,

I have, &c.

(Signed) THOS. D. CHAPMAN.

H. DOWLING, *Esq., Secretary*.

## 976.

*Launceston and Western Railway Company (Limited),  
Launceston, 19th July, 1871.*

SIR,

I HAVE the honor to acknowledge the receipt of your communication of the 17th instant, and am instructed by the Directors to say that they accept, for the period of three months from the date of opening the Telegraph Line to the public, the amendment you propose to the offer of the 11th instant.

I am to say that the Directors had not lost sight of the fact that you had proposed that the whole of the fees to be taken at the Launceston office for messages transmitted from that office along the Company's Line, but had looked upon this concession as scarcely compensatory for the free messages of the Government officials, which it is feared will form a large proportion of the work to be performed by the Railway officials.

I have, &c.,

(Signed) H. DOWLING, *Secretary*.

*The Hon. the Colonial Treasurer, Hobart Town.*

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977.

*Colonial Treasury, Hobart Town, 24th July, 1871.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 19th inst., in reply to my letter of the 17th inst., in which you inform me that your Directors accept the amended terms proposed in my letter of the 17th instant, for working the Company's Line of Telegraph in connection with the Government Lines for a period of three months from the date of opening the Line.

In reply, I have the honor of informing you that it would not answer the purpose of the Government to assent to an arrangement that might be terminated by your Directors at the expiration of three months from the time of opening, just as the public were getting used to the advantages of telegraphic communication. I must therefore request you to bring the subject again before the Board of Directors, and submit that the proposed arrangement between the Government and the Company shall continue for a period of two or three years from the date of opening the Line of Telegraph to the public.

I have, &c.,

(Signed) THOS. D. CHAPMAN, *Colonial Treasurer.*

H. DOWLING, *Esg., Secretary.*

978.

*Launceston and Western Railway Company (Limited),  
Launceston, 27th July, 1871.*

SIR,

I HAVE the honor to inform you that I have read to the Directors your letter of the 24th instant relative to working of telegraph, and that I am instructed to say that the limit of three months was intended to apply only to pecuniary terms.

It is believed that the free messages will add so largely to the cost of working the Line that the Directors should retain in their hands the power to claim a revision of your terms when they have the test of experience to direct them.

The Directors would, I believe, have been willing to have regarded the working of the two systems as a settled principle, indefinite as respects time. They are willing, therefore, to accept the proposal of three years, subject to the revision referred to at the end of three months. Should any difficulty arise, which I do not expect, mutual reference to some gentleman on the spot would set this at rest.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Treasurer.*

979.

*Launceston and Western Railway Company (Limited),  
Launceston, 31st July, 1871.*

SIR,

I HAVE the honor to inform you that the western telegraph wire has been now completed into this Station, and have to beg that Mr. Chitty may be advised to prepare for the necessary arrangements at his office.

The Accountant, Mr. Lord, has called my attention to the necessity of his meeting some authorised officer of the department in regard to the system of accounts which he will require to have kept for our audit department, and I have to beg that you will give orders accordingly at your earliest convenience.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Treasurer, Hobart Town.*

235

980.

29th September, 1871.

MEMO.

THE Government having arranged with the Launceston and Western Railway Company to work the line of Telegraph lately erected by the Company, the Inspector of Telegraphs will give the necessary directions for the Telegraph Office at Launceston to be in readiness to proceed with the work of the Company's line as soon as the Operators thereon are prepared.

THOS. D. CHAPMAN, *Colonial Treasurer.*

*The Inspector of Telegraphs.*

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981.

*Colonial Treasury, Hobart Town, 27th September, 1871.*

SIR,

WITH reference to previous correspondence respecting the working of the Government lines of telegraph in connection with the line of telegraph recently erected by your Company between Launceston and Deloraine, I have now the honor of transmitting for the consideration of your Directory the terms upon which the Government will be prepared to work the Government lines in connection with the lines belonging to your Company.

Should your Directors agree to the proposed terms, immediate instructions will be given to the officers of the Telegraph Department to commence operations as soon as your stations are ready for the receipt and dispatch of messages.

I have, &c.,

(Signed) THOS. D. CHAPMAN, *Colonial Treasurer.*

H. DOWLING, *Esq., Secretary.*

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982.

*Launceston and Western Railway Company, Limited,  
Launceston, 28th September, 1871.*

SIR,

I HAVE the honor to acknowledge your letter dated yesterday, covering printed draft for consideration, in the matter of the Telegraph; and I hasten to advise you that you may give directions for proceeding under the regulations thus submitted,—which, I find, agree with your former letters on the subject, and therefore will certainly be acceptable to the Directors, to whom your letter and enclosure will be formally submitted on Tuesday.

I beg respectfully to call your attention to that portion of my letter of July 31st, conveying a request by Mr. Lord, the Accountant, that he might meet an Officer of the Department to agree as to the mode of accounts necessary to be observed for purposes of the Company's audit.

Your obedient Servant,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Treasurer, Hobart Town.*

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983.

*Colonial Treasury, Hobart Town, 30th September, 1871.*

MEMO.

THE Secretary of the Launceston and Western Railway Company, writing to the Colonial Treasurer under date 31st July last, requests that an officer of the Telegraph Department may be instructed to meet the Accountant to the Railway Company, and arrange as to the system of accounts to be adopted in connection with the working of the Company's line of telegraph. The Inspector of Telegraphs will therefore give the necessary instructions to have the wishes of the Company carried out in this respect; and also cause the officers of the Telegraph Department to be supplied with all necessary forms and books to be ready to proceed with the work of the Company's line at any moment.

THOS. D. CHAPMAN, *Colonial Treasurer.*

*The Inspector of Telegraphs.*

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## 984.

## MEMO.

THE instructions contained in the Hon. the Treasurer's Memos. of 29th and 30th September, regarding the Railway Telegraph, have been carried out.

*The Hon. the Treasurer.*

F. A. PACKER, *for Inspector of Telegraphs.*  
3 Oct. 1871.

## 985.

*Launceston and Western Railway Company, Limited,*  
*Launceston, 6th October, 1871.*

SIR,

*Re TELEGRAPH.*

I HAVE the honor to inform you, with reference to my letter of the 28th ultimo on the subject of the terms proposed by the printed draft Memo. enclosed in your letter of the 27th ultimo, that the Directors fully approve of the same.

I return the draft enclosed.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Treasurer, Hobart Town.*

## 986.

## MINUTE PAPER FOR THE EXECUTIVE COUNCIL.

*Colonial Treasury, Hobart Town, 9th October, 1871.*

THE Colonial Treasurer submits that the Memorandum herewith, setting forth the terms upon which the Launceston and Western Railway Company undertake to work the Telegraph Line of the Company in connection with the Government Lines of Telegraph, be approved.

THOS. D. CHAPMAN, *Colonial Treasurer.*

THE Governor in Council approves.

E. C. NOWELL.

9. 10. 71.

*The Hon. the Colonial Treasurer.*

## LAUNCESTON AND WESTERN RAILWAY COMPANY.—TELEGRAPH.

**Memorandum** showing the Terms proposed by the Honorable the Colonial Treasurer and the Directors of the Launceston and Western Railway Company for working the line of Telegraph belonging to the said Company in connection with the Government Lines of Telegraph in Tasmania.

*First.* That the Company undertake to adopt the Rules and Regulations made by the Governor in Council, under the Telegraph Act, for the transmission of Messages and the management of the Telegraph Offices at the several Railway Stations at which it is proposed to establish Telegraph Offices.

*Second.* That the same charges be made by the Company for the transmission of Messages as are now made by the Government; viz.—One Shilling for a Message of ten words, and One Penny for every additional word, from any Telegraph Station on the Launceston and Western Railway to any other Station in Tasmania,—Press Messages for publication being transmitted at one-half the foregoing rates.

*Third.* That the present Government Telegraph Office in Launceston, with the Government staff of Officers thereat, be made available for the receipt, transmission, and delivery of all Messages to and from the Company's Telegraph Stations on the line of Railway.

*Fourth.* That one moiety of the Fees received for the transmission of Messages from the Launceston Telegraph Office to any Station on the line of Railway shall be paid over by the Government to the Directors of the Launceston and Western Railway Company, and the other moiety retained by the Government.

*Fifth.* That all moneys taken at any of the Company's Telegraph Stations for Messages to be forwarded along the Company's line, and the Government lines to any Station on the last-named lines of Telegraph in Tasmania, shall be equally divided between the Government and the Railway Company.

*Sixth.* That all moneys taken at any of the Government Telegraph Stations in Tasmania for Messages to be forwarded along the lines of the Government and the Company's line to any Telegraph Station on the line of Railway be equally divided between the Government and the Railway Company.

*Seventh.* That, with regard to Messages to be transmitted to any of the other Colonies by the Submarine Cable, it is to be understood that, in addition to one moiety of the Fee received for the transmission of such Messages along the land line between Launceston and George Town (Low Heads), the whole of the Fee charged by the Telegraph Construction and Maintenance Company, together with the whole of the Fee payable to the Government of any of the other Colonies on such Messages, must be collected by the Railway Company and paid over to the Tasmanian Government.

*Eighth.* That all Messages transmitted by Members of the Government, or any Officer of the Government duly authorised to transmit Messages on Public Service, shall be forwarded to and delivered by the several Stations belonging to the Company free of charge: the Chairman and also the Secretary of the Railway Company to have a like privilege when addressing Members of the Executive Government:

*Ninth.* That the Company adopt the same code of Telegraphy as that now in use on the Government lines of this Colony.

*Tenth.* That all accounts between the Government and the Railway Company be adjusted and settled at the termination of every quarter.

*Eleventh.* That this arrangement between the Government and the Railway Company continue in force for a period of three years from this date.

*Twelfth.* That on the foregoing Terms being accepted instructions be issued by the Government to the Telegraph Department in this Colony, and that the Australian Governments be communicated with in reference to the opening of the Company's line.

APPROVED by His Excellency the Governor in Council, October 9th, 1871.

THOS. D. CHAPMAN, *Colonial Treasurer.*

APPROVED by the Directors of the Launceston and Western Railway Company.

HENRY DOWLING, *Secretary.*  
October 9th, 1871.

MEMO.—The Launceston and Western Railway Company propose opening Telegraph Offices at the following Railway Stations; viz.—Evandale, Perth, Longford, Westbury, and Deloraine.

### 987.

SIR,

*Colonial Treasury, Hobart Town, 10th October, 1871.*

I HAVE the honor to acknowledge the receipt of your letters of the 28th ultimo and the 6th instant, and, in reply thereto, I have now the honor of informing you that the Memorandum showing the terms I had proposed to you for the consideration of your Directors for working the Telegraph Line belonging to your Company in connection with the Government Lines of Telegraph, was yesterday approved by the Governor in Council.

I have now the honor of transmitting for your guidance four printed copies of the Memorandum as approved by the Governor in Council and your Directors.

I have to request you will be good enough to advise me when the Operators will be ready to work the Line, so that the opening of the Line for the transmission of messages may be notified to the public.

I have, &c.,

(Signed) THOS. D. CHAPMAN, *Colonial Treasurer.*

H. DOWLING, *Esq., Secretary.*

### 988.

*Launceston and Western Railway Company, Limited,*  
*Launceston, 11th October, 1871.*

SIR,

I HAVE the honor to acknowledge receipt of your enclosure of four copies of Memorandum of agreement respecting the working of the Telegraph on this Line of Railway, as approved by His Excellency the Governor in Council and the Directors of the Launceston and Western Railway Company, Limited.

The officers of the Company are now under instruction along the Line, and when they have attained sufficient proficiency I will advise you.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Treasurer, Hobart Town.*

AS TO PAYMENT OF £6108 16s. 8d. TO CONTRACTORS. No. 989.

989.

By ELECTRIC TELEGRAPH.

*Launceston, 22nd October, 1870.*

THE ordinary progress certificate under the contract of Messrs. Overend and Robb to date has been sent in, and payment thereon been unanimously assented to by the Board, all the Commissioners being present. The amount, £6108 16s. 8d. Messrs. Overend and Robb wish to remit a portion of this amount by Monday's steamer, which leaves at 10.30 A.M. By intimating your assent by telegram they will be able to make arrangements to that effect. Certificate will follow by post. This is on account of the original contract.

We have, &c.,

(Signed) F. M. INNES.  
T. B. BARTLEY.  
S. V. KEMP.

*The Hon. the Colonial Treasurer.*

ANSWERED at 4.30 P.M., saying that on receipt of certificate a cheque would be sent to Union Bank in usual way.

(Signed) THOS. D. CHAPMAN.

SUPPLY OF PUBLISHED CORRESPONDENCE. Nos. 990 TO 992.

990.

*Launceston and Western Railway Company (Limited),  
Launceston, 18th November, 1870.*

SIR,

I HAVE the honor to request the favor of a supply (say ten copies) of the published correspondence between the Launceston and Western Railway Company and the Government as produced in Parliament.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Treasurer, Hobart Town.*

991.

*Colonial Treasury, Hobart Town, 22nd November, 1870.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 18th instant, requesting that ten copies of the correspondence printed by order of Parliament may be forwarded to you.

In reply I have the honor of informing you that on enquiry I find that a copy of the correspondence has been forwarded to every member of Parliament in the usual way.

A copy has also been forwarded from this Department to all the Commissioners, to all the Directors of the Company not in Parliament, and to the Secretary; the supply therefore is nearly exhausted, but I have much pleasure in complying with your request, and have sent you ten copies as requested by this night's post.

I have, &c.,

(Signed) THOS. D. CHAPMAN, *Colonial Treasurer.*

*H. DOWLING, Esq., Secretary.*

992.

*Launceston and Western Railway Company (Limited),  
Launceston, 23rd November, 1870.*

SIR,

I HAVE the honor to acknowledge receipt of your letter of the 22nd instant, and your courtesy in sending me ten copies of the correspondence.

I note that the supply in the hands of the Government Printer is nearly exhausted, and that you have supplied copies to all the Directors. Under these circumstances I return six copies.

I was not aware that copies had been sent to the Directors, and four copies will be ample for office purposes.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Treasurer, Hobart Town.*

I shall feel obliged by your directing 4 copies of Paper Legislative Council No. 72, 4th October, 1870, to be forwarded to me.

H. D.

## PAYMENT TO CONTRACTORS, £23,072 5s. 3d. No. 993.

993.

BY ELECTRIC TELEGRAPH.

22nd November, 1870.

THE corrected certificate has been posted to you. May I ask that you will send a cheque by to-night's post, as it is of moment? If not, a telegram to Union Bank stating that the cheque will be sent to-morrow night may do.

(Signed) H. DOWLING, *Secretary.**The Hon. the Colonial Treasurer.**Colonial Treasury, Hobart Town, 22nd November, 1870.*

MR. Dowling, Secretary to the Launceston and Western Railway Company, has just telegraphed to me, stating that a certificate duly signed by the Directors and Commissioners of the Launceston and Western Railway has been posted to my address and will reach me to-morrow morning.

The certificate, I understand, is to the effect that the sum of Twenty-three thousand pounds and upwards is due and payable to the Contractors, Messrs. Overend and Robb.

Mr. Dowling requests me to telegraph to you stating that a cheque for the amount will be sent by to-morrow night's post.

In compliance with Mr. Dowling's request I have the honor of informing you that on receiving the certificate referred to I will immediately forward a cheque for the amount in the usual way to be placed to the credit of the Directors and Commissioners of the Launceston and Western Railway in your Bank.

THOS. D. CHAPMAN, *Colonial Treasurer.**The Manager of the Union Bank of Australia.*

## RETENTION MONEY TO BE LODGED AT INTEREST. Nos 994 AND 995.

994.

*Launceston and Western Railway Company, Limited,  
Launceston, 21st December, 1870.*

SIR,

MESSRS. Overend and Robb, Contractors on this line, have asked the Directors to permit the balance of retention money, £5016 11s. 5d., to be lodged in the Union Bank in names of the Company and Commissioners on deposit notes, that they may receive "a small amount of interest from the Bank on that sum which would otherwise remain unproductive." The remaining moiety of the £10,000 was so placed for their advantage at the time of deposit on signing the contract, and it appears is not an uncommon mode of dealing with such deposits.

I am instructed to put the question thus raised before you with a view to the concurrence of the Government.

The Board of Directors are willing that such deposit should be made; but inasmuch as the Bankers to the Government in London will, it is understood, allow interest on the monthly balance, the Contractors, in event of the concession being made which they now ask, should be expected to profit only to the extent of the interest paid on deposit note as may be in excess of the current interest allowed by the Bankers to the Government. With this reservation, I have the honor to submit that the Governor in Council should be moved to allow the balance of retention money, namely £5016 11s. 5d., to be placed on deposit note, bearing interest in the names of the Company and Commissioners, in an approved Bank in Tasmania.

I have, &amp;c.,

(Signed) H. DOWLING, *Secretary.**The Hon. the Colonial Treasurer, Hobart Town.*

995.

*Colonial Treasury, Hobart Town, 24th December, 1870.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 21st instant, requesting that the sum of £5016 11s. 5d. may be placed in some Bank in Tasmania to the credit of the Company and Commissioners at interest to meet some claim by the Contractors.

In reply, I have the honor of informing you that under the provisions of the Launceston and Western Railway Act, No. 5, the proceeds of the Debentures for £100,000 are directed to be kept by the Colonial Treasurer of the Colony for the time being, and can only be paid away in such sums as may be certified by the Directors and Commissioners to be due for or in respect of the said Railway and Works.

I could not therefore recommend His Excellency in Council to direct the payment of the money until I receive the usual certificate from the Directors and Commissioners that the money is due and payable for or in respect of the said Railway and Works.

I have, &c.,  
(Signed) THOS. D. CHAPMAN, *Colonial Treasurer.*

H. DOWLING, *Esq., Secretary.*

#### PAYMENT OF INTEREST ON BONDS. Nos. 996 to 999.

##### 996.

*Launceston and Western Railway Company (Limited),  
Launceston, 11th January, 1871.*

SIR,

At their weekly meeting on the 10th instant, the question of the payment of interest occupied the attention of the Directors with reference to the provision required to be made on the 1st February, when the sum of £3000 must be provided, in addition to the £12,000 reserved by the Act, to meet interest due debenture holders in London on the 1st of July next.

The serious delay in opening the Line, in consequence of the floods, has of course prevented the earning of revenue which could have been devoted to this payment; and unless other measures can be adopted the sum, as you are aware, must be paid by you, and recovered by rate from the districts.

The Directors believe that you will agree with them that it is most undesirable the Government should be forced into this position at this juncture, and before the Line is working.

I am, therefore, to propose that the Government should consent to the payment of this sum of £3000 out of the funds at the disposal of the Directors and Commissioners, the Company taking it out of revenue, as it may be required to meet the proposed expenditure for rolling stock and other items, scheduled in the finance estimate now before the Government.

The premium received on the sale of debentures, as you are aware, is in excess of this sum, so proposed to be borrowed for interest; and I am to say that perhaps the Government might fairly so appropriate a portion of that special receipt; but, if deemed necessary, the Directors are prepared to vote such temporary accommodation, and will ask the concurrence of the Commissioners therein.

I have, &c.,  
(Signed) H. DOWLING, *Secretary.*

*The Hon. Colonial Treasurer, Hobart Town.*

##### 997.

*Colonial Treasury, Hobart Town, 12th January, 1871.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 11th instant, in which you inform me that the subject of the payment of interest on the bonds given by your Company to the Government had occupied the attention of your Directors at their meeting on the 10th instant, and you submit a proposal for the consideration of the Government which I am at a loss to comprehend without some further explanation from you.

I enclose herewith a memorandum by which you will see at a glance that the sum of £36,000 paid by the Directors and Commissioners to the Colonial Treasurer through the Union Bank of Australia in London was appropriated to the payment of interest on the Government Debentures for £300,000, due in London on the 1st of January, 1869, 1st of July, 1869, 1st of January, 1870, and 1st of July, 1870; and further, that the sum of £12,000 for interest on the Government Debentures for £400,000, due in London on the 1st of January, 1871, has been paid out of the proceeds of the last loan for £100,000 as authorised by the Launceston and Western Railway Act, No. 5.

The delay in opening the Line for traffic is very much to be regretted, as the Directors no doubt expected to be able to appropriate a portion of the revenue derived from the working of the Line to the payment of the half-year's interest on their bonds for £400,000 due on the first of February next. I am not aware of any other funds at the disposal of the Directors and Commissioners that could be lawfully appropriated to the payment of the half-year's interest on the Company's bonds due on the 1st of February next; and as it will be necessary to make an advance from the General Revenue during the present month to provide for the due payment of the half-year's interest on the Government Debentures for £400,000 due in London on the first of July next, the necessity of imposing a rate on the landholders in the Railway District will, I fear, be unavoidable. Should your Directors, however, be able to arrange for the due payment of the half-year's interest on their bonds due on the 1st of February next, it will be a source of much satisfaction to the Government.

I have, &c.,

(Signed) THOS. D. CHAPMAN, *Colonial Treasurer.*

H. DOWLING, *Esq., Secretary.*

*MEMORANDUM showing Moneys received and appropriated by the Colonial Treasurer to the payment of Interest on Debentures issued by the Government in exchange for the Bonds of the Launceston and Western Railway Company.*

	£	s.	d.
1868. December.—Cash received from the Directors and Commissioners of the Launceston and Western Railway Company through the Union Bank of Australia, London, and appropriated to the payment of half a year's Interest on Debentures for £300,000, due on the first of January, 1869 .....	9000	0	0
1869. June.—Cash received from the Directors and Commissioners of the Launceston and Western Railway Company through the Union Bank of Australia, London, and appropriated to the payment of half a year's Interest on Debentures for £300,000, due on the first day of July, 1869 .....	9000	0	0
1869. November.—Cash received from the Directors and Commissioners of the Launceston and Western Railway Company through the Union Bank of Australia, London, £18,000, and appropriated as follows:—			
To the payment of half a year's Interest on Debentures for £300,000, due on the first of January, 1870 .....	9000	0	0
And to the payment of half a year's Interest on Debentures for £300,000, due on the first of July, 1870 .....	9000	0	0
1871. January.—Appropriated by the Colonial Treasurer from the proceeds of the Loan for £100,000, raised under the authority of "The Launceston and Western Railway Act, No. 5," 33 Vict. No. 21, to the payment of half a year's Interest on Debentures for £400,000, due on the first of January, 1871 .....	12,000	0	0
TOTAL .....	£48,000	0	0

THOS. D. CHAPMAN, *Colonial Treasurer.*

*Colonial Treasury, 12th January, 1871.*

998.

*Launceston and Western Railway Company (Limited),  
Launceston, 14th January, 1871.*

SIR,

I AM in due receipt of your letter of yesterday, with memorandum showing the appropriation of funds supplied by the Company on account of interest on debentures; from which I am advised that the resolution of the Board of Tuesday last, forming my instructions, has been based on a miscalculation. I shall submit to the Directors at their meeting to-morrow, and further address you thereon.

Yours, &c.,

(Signed) HENRY DOWLING, *Secretary.*

*The Hon. Colonial Treasurer, Hobart Town.*

*Launceston and Western Railway Company (Limited),  
Launceston, 18th January, 1871.*

SIR,

I HAVE the honor to inform you that I submitted to the Board of Directors yesterday your letter of the 12th instant with reference to the provision of interest on the 1st of February; and that the following resolution was adopted and duly minuted; namely,—

That the resolution of last week relating to interest being in error, inasmuch as there is not £9000 as was then assumed in the hands of the Colonial Treasurer towards payment of interest falling due on the 1st February, it is desirable to place on record that it was so passed in error; and as the districts will be liable to a rate if the interest is not paid to the Government on the 1st February, and it is desirable that such rate should not be enforced until the Line is opened for traffic, it is resolved that the Government be asked, in the event of their paying the amount from the General Revenue, that they will refrain from making a rate so long as they have Company's funds in hand, and are not, therefore, actually in advance.

In transmitting this resolution for the information of the Government I am to state that the Directors regret that such an error should have occurred; and to express the hope that you will be able to postpone the making of a rate as suggested by the terms of the resolution.

The disastrous visitation by floods having delayed the opening of the Line, and prevented the Directors earning revenue towards payment of interest, it will doubtless occur to the Government gives the ratepayers of the district special claims upon consideration—claims which it may be expected Parliament will not be slow to recognise.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Treasurer, Hobart Town.*

#### REPAYMENT OF £242 FROM REVENUE ACCOUNTS. Nos. 1000 TO 1002.

##### 1000.

*Launceston and Western Railway Company (Limited),  
Launceston, 20th July, 1871.*

SIR,

I HAVE by this post transmitted to the Hon. the Colonial Secretary the sum of £242, made payable to your order, to reimburse moneys which were obtained on the certificate of the Commissioners and Chairman of the Company to pay claims which were passed as "provisionally settled" accounts awaiting the decision of the Governor in Council, and which has now been communicated to the Board with the request that this sum should be refunded to the account of the Company and Commissioners. It is clear, however, that it must be returned to your custody and not to their account.

Yours, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Treasurer, Hobart Town.*

##### 1001.

*Launceston and Western Railway Company (Limited),  
Launceston, July 20th, 1871.*

SIR,

HEREWITH I beg to enclose cheque which ought to have accompanied the Secretary's communication of this morning.

I have, &c.,

(Signed) AUBREY WEEDON (*for the Secretary*).

*The Hon. the Colonial Treasurer.*

##### 1002.

*Colonial Treasury, Hobart Town, 21st July, 1871.*

SIR,

I HAVE the honor to acknowledge the receipt of your letter of the 20th instant, stating that a cheque for the sum of £242 has been transmitted by the same post to the Hon. the Colonial Secretary; and I have also to acknowledge the receipt of a letter from Mr. A. Weedon, writing for the Secretary, enclosing a cheque for the sum named, which I beg to forward the usual receipt for in *original and duplicate*.

I have, &c.,

(Signed) THOS. D. CHAPMAN, *Colonial Treasurer.*

H. DOWLING, *Esq., Secretary.*

APPLICATION FOR £24,000 INTEREST DUE 1<sup>ST</sup> FEBRUARY, 1871, AND  
1<sup>ST</sup> AUGUST, 1871. Nos. 1003 TO 1006.

## 1003.

*Colonial Treasury, Hobart Town, 31st August, 1871.*

SIR,

I HAVE the honor of transmitting the enclosed accounts for interest due to the Government on the Bonds given by your Company to the Government for £300,000 and £100,000 respectively; and I have to request that you will be good enough to forward a remittance for the same to this Department at your early convenience.

I have, &c.,

(Signed) THOS. D. CHAPMAN, *Colonial Treasurer.*

H. DOWLING, *Esq., Secretary.*

(Copy.)

*Colonial Treasury, 31st August, 1871.*

*The Launceston and Western Railway Company Dr.*

*To the Government of Tasmania.*

	£	s.	d.
To Interest due on the 1st February, 1871, on a Bond for Three hundred thousand Pounds, (dated 29th January, 1868), at £6 per cent. per annum .....	9000	0	0
Interest due on 1st August, 1871, on Bond for Three hundred thousand Pounds, (dated 29th January, 1868), at £6 per cent. per annum .....	9000	0	0
	<u>£18,000</u>	<u>0</u>	<u>0</u>

(Copy.)

*Colonial Treasury, 31st August, 1871.*

*The Launceston and Western Railway Company Dr.*

*To the Government of Tasmania.*

	£	s.	d.
To Interest due on 1st February, 1871, on Bond for One hundred thousand Pounds, (dated 25th January, 1870), at £6 per cent. per annum .....	3000	0	0
Interest due on 1st August, 1871, on Bond for One hundred thousand Pounds, (dated 25th January, 1870), at £6 per cent. per annum .....	3000	0	0
	<u>£6000</u>	<u>0</u>	<u>0</u>

## 1004.

*Colonial Treasury, Hobart Town, 8th September, 1871.*

SIR,

I HAD the honor of addressing you on the 31st ultimo, transmitting accounts amounting to £18,000 and £6000 respectively, for interest due by your Company to the Government on the Bonds given to the Government for £300,000 and £100,000, to which I beg to refer you.

You are aware that as the half-year's interest on these Bonds due on 1st February last was not paid into the Colonial Treasury when due, it became necessary to advance the sum of £12,000 from the General Revenue and remit the same to London to pay the interest on the Government Debentures for £400,000 due in London on the 1st July last; and as a further half-year's interest on the Bonds fell due on the 1st of August last, and was not paid into the Colonial Treasury, it became necessary to advance the further sum of £12,000 from the General Revenue and remit the same to London to pay the interest on the Government Debentures for £400,000 falling due on the 1st of January next.

You are also aware that by the Launceston and Western Railway Act provision is made for the levying of a rate on the owners and occupiers of all assessed lands in the Railway District for such an amount as may be necessary to make good to the Treasury any deficiency between the amount advanced from the Treasury to pay interest on the Debentures and the amount of interest paid into the Treasury by the Company.



As the Railway was only opened for traffic about the middle of February, I was aware that your Directors had no funds available for the payment of the half-year's interest due on the 1st of that month, and I deemed it expedient to let the claim stand over until the Line had been opened for six months, to see what amount was likely to be available from the earnings of the Railway for the payment of interest; and as your Directors must now be in a position to decide what amount they will be able to pay into the Colonial Treasury on account of the year's interest now due, I must request that you will be good enough to bring the subject under the immediate notice of your Directors, and that you will then be good enough to pay into the Colonial Treasury as early as possible such sum as your Directors may think fit on account of the interest now overdue.

Waiting your early reply,

I have, &c.,  
(Signed) THOS. D. CHAPMAN, *Colonial Treasurer.*

HENRY DOWLING, *Esq., Secretary.*

### 1005.

*Launceston and Western Railway Company (Limited),  
Launceston, 9th September, 1871.*

SIR,

I HAVE the honour to acknowledge your demand on this Company, dated the 31st ultimo, for the sum of £24,000 on interest due on Bonds to the Government.

I am instructed to express the regret of the Directors that they have no funds available for payment of the same.

The long period which elapsed after completion of the Line before it could be opened for traffic, in consequence of the disastrous flood of last September, and the subsequent unfavourable agricultural season, has led to great disappointment with regard to the earnings of the Line, which have amounted to very little beyond the daily expense of working.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. the Colonial Treasurer.*

### 1006.

*Colonial Treasury, 11th September, 1871.*

#### MEMORANDUM.

THE Colonial Treasurer has the honor to report for the information of the Hon. the Colonial Secretary, that he has called upon the Directors of the Launceston and Western Railway Company to pay into the Colonial Treasury the sum of £18,000, being the amount of one year's interest due on the first day of August last on the Bond for £300,000 given to the Government; and also called upon them to pay into the Colonial Treasury the further sum of £6000, being the amount of one year's interest due on the first of August last on the Bond for £100,000 given by the Railway Company to the Government.

The Colonial Treasurer has the honor to report for the information of the Hon. the Colonial Secretary, that he has this morning received a letter from the Secretary of the Railway Company, stating that he is instructed to express the regret of the Directors that they have no funds available for the payment of the interest now due to the Government.

The Colonial Treasurer has the honor to report for the information of the Hon. the Colonial Secretary, that advances have been made from the General Revenue amounting to £24,000 to pay the interest on the Government Debentures for £400,000 issued in London; and that, as the Company have notified to the Colonial Treasurer that they have no funds available for payment of the interest due on their Bonds given to the Government, it will now be necessary to take the necessary steps for levying a Rate on Landholders in the Railway District to repay to the Colonial Treasurer the amount advanced from the General Revenue.

I have, &c.,  
(Signed) THOS. D. CHAPMAN, *Colonial Treasurer.*

*The Hon. the Colonial Secretary.*

ACCOUNTS FOR HALF-YEAR ENDING 16 SEPTEMBER, 1871. No. 1007.

1007.

*Launceston and Western Railway Company, (Limited),  
Launceston, 17th October, 1871.*

SIR,

I HAVE the honor to forward herewith, in pursuance of the 11th Section of the Launceston and Western Railway Act, No. 5, the half-yearly accounts therein directed for publication in the *Gazette*. If any further accounts are required by His Excellency the Governor in Council, I shall be prepared to furnish them; but I may state that the enclosed are similar to accounts published in England and the neighbouring Colonies of the traffic upon the lines and of receipts and expenditure.

I have, &c.,

(Signed) H. DOWLING, *Secretary.*

*The Hon. Colonial Treasurer, Hobart Town.*

LAUNCESTON AND WESTERN RAILWAY COMPANY, LIMITED.

*GENERAL BALANCE SHEET, Half Year ending 16th September, 1871.*

Dr.

GENERAL BALANCE SHEET, Day Year ending 18th September, 1871.

Cr.

CAPITAL AND LIABILITIES.		£	s.	d.	PROPERTY AND ASSETS.		£	s.	d.
To Capital Account.....	53,840	0	0		By Union Bank, balance to Company's account .....	1075	14	3	
Bonds to the Government .....	400,000	0	0		Ditto Company and Commissioners .....	203	12	7	
W. S. Button, R. Green, W. D. Grubb, and others .....	1196	3	0		Bills receivable: Promissory Notes on hand .....	3500	5	3	
Sundry Creditors .....	177	8	0		Construction account paid, contracts, &c., £387,215 3s. 6d.; interest on Debentures, £48,000.....	435,215	3	6	
Revenue Account .....	1455	19	9		Union Bank, London, balance to credit of Company and Commis- sioners.....	796	19	11	
					Sharp and Terry, London, balance in hand .....	623	2	1	
					Colonial Treasurer, ditto.....	13,385	9	11	
					Sundry Shareholders, ditto.....	1329	10	0	
					Ditto, Outstandings.....	69	13	5	
					Stores on hand .....	469	19	10	
	<u>£456,669</u>	<u>10</u>	<u>9</u>			<u>£456,669</u>	<u>10</u>	<u>9</u>	

MEMORANDUM.—Twelve months' interest on bonds to the Government due on the 1st August, 1871, £24,000.

**RICHARD GREEN, *Chairman.***

LAUNCESTON AND WESTERN RAILWAY COMPANY, LIMITED.

### REVENUE AND EXPENDITURE RETURNS.

*REVENUE and EXPENDITURE for Six Months ending 16 September, 1871.*

**Train Miles, 41,850. Cost per Train Mile, 3s. 5·11d.**

Expenditure.			Receipts.		
Dr.	£	s. d.	Cr.	£	s. d.
To Locomotive Power .....	2689	15 8	By Passengers (No. 33,552) .....	3643	16 7
Coaching and Traffic Charges .....	2855	12 8	Parcels .....	142	11 10
Police, Gateman, &c. ....	186	11 2	Goods (tons, 8662). ....	3615	9 8
General Charges .....	1177	12 7	Mails, Rents, &c. ....	294	8 8
Direction Fees .....	183	15 0			
Station Repairs .....	44	19 10			
Maintenance Way .....	20	3 0			
Mail Delivery .....	41	16 0			
Compensation .....	19	9 0			
Balance .....	526	11 10			
<b>TOTAL.....</b>	<b>£7696</b>	<b>6 9</b>	<b>TOTAL.....</b>	<b>£7696</b>	<b>6 9</b>

RICHARD GREEN, *Chairman.*

H. DOWLING, *Secretary.*

R. W. LORD, *Accountant.*

## MEMORANDUM AS TO FUNDS EXPENDED UNDER 33 VICT. No. 38. No. 1008.

1008.

## MEMORANDUM.

## LAUNCESTON AND WESTERN RAILWAY COMPANY.

	£	s.	d.	£	s.	d.	£	s.	d.
Net proceeds of Loan for £100,000 under Act 33 Vict. No. 38, per Memorandum dated 15 September, 1870. (See Correspondence laid on Table of House of Assembly, Session 1870, page 175.) ....	..			..			105,558	13	5
EXPENDITURE.									
Interest on Loan paid 1 January, 1871 .....	..			12,000	0	0			
Paid in London for Account of the Directors and Commissioners of the Launceston and Western Railway Company, Limited .....	..			2750	0	0			
Paid to the Union Bank of Australia, Launceston, for Account of the Directors and Commissioners of the Launceston and Western Railway Company, Limited .....	86,943	12	0						
Less amount repaid by the Company .....				373	16	10			
				86,569	15	2			
							101,319	15	2
Balance in hands of the Colonial Treasurer this day .....							£4238	18	3

W. LOVETT, Assistant Colonial Treasurer.

Colonial Treasury, 9 December, 1871.