APPENDIX XI.

REPORT OF ENGINEER IN CHIEF ON THE PERMANENT SURVEYS, AND SETTING OUT OF THE LINES PROPOSED TO BE CONSTRUCTED.

Railway Department, 24th November, 1856.

Sir,

I have the honor to forward the following statement of the work done by the engineering and surveying staff, and the office assistants attached to this department, since my last report to you.

Immediately on receipt of your instructions to proceed with the permanent surveys for, and the setting out of, the lines from Geelong to Ballaarat, and from Melbourne to Mount Alexander, active measures were at once taken to comply therewith.

Three assistant engineers and their parties were set to mark out the line towards Mount Alexander, and seven parties were sent on the line from Geelong to Ballaarat.

The instructions issued for their guidance are contained in the Appendix No. III.

Some difficulty was encountered on the Mount Alexander line in passing to the southward from Footscray, but after a few trial lines had been taken, a selection was made of one which offers very few obstacles, and interferes as little as possible with the lands of private individuals.

Up to the present time twenty-five miles of this line have been staked out, surveys made, and sections taken. The widths of land required have been staked out, and the lines trenched all the way. Borings have been taken at every few chains along the line, when in excavation, to ascertain the nature of the material passed through. The results of these have been entered upon the working drawings for the information of intending contractors, and a few of them appear upon the lithographs which are now being prepared.

About ten miles beyond the length I have stated, or as far as Gisborne, will be finished before the close of the present month; indeed, the plan and section will most probably be included with those which accompany this Report.

Nearly the whole of the office work of these twenty-five miles has been got through, including the calculation of the earthwork, and the preparation of the drawings for bridges and viaducts.

As the construction of a line of railway from Geelong to Ballaarat will require an Act of the Legislature before the works can be commenced, it was necessary to get the whole of that line staked out and plans and sections prepared at once.

There has consequently been a very much larger staff employed upon that line than on the one from Melbourne to Mount Alexander. An anxious desire to meet the views and wishes of the inhabitants of those localities, affected by the route of the lines, both to Ballaarat and to Sandhurst, has involved a great deal of work beyond the laying out of a line between the termini, and which does not appear on the plans and sections which will be transmitted to you.

As regards the line from Geelong to Ballaarat, this has been got through, however, and the line selected for approval is nearly completed, and the plans and sections of the whole length will be ready in a few days.

A survey is in progress with a view to connect the Yan Yean tramway with the line from Melbourne to Seymour, via Bradford, surveyed in 1855. This, however, is not yet completed; so soon as it is, the result shall be laid before you.

In conclusion, it may not be out of place to direct attention to the desirability of proceeding, as early as possible, with the construction of those parts of the lines to Ballaarat, and to Mount Alexander, which demand time for their completion.

On the former line, the viaduct across the Moorabool, together with the approaches thereto, should be commenced as soon as the necessary powers for that purpose can be obtained. On the line to Mount Alexander, the viaduct over Jackson’s Creek, with its approaches, will take some time to finish, but if commenced at once, there is no reason why the line from Melbourne to Gisborne and from Melbourne to Williamstown might not be opened on the same day.

I have the honor to be, Sir,

Your most obedient servant,

GEO. C. DARBYSHIRE, Engineer in Chief.

The Honorable the Surveyor General.
APPENDIX XII.

REPORT OF MESSRS. DABNYSHIRE AND GALT ON THE EXPENDITURE OF THE MELBOURNE, MOUNT ALEXANDER, AND MURRAY RIVER RAILWAY COMPANY, PREVIOUS TO THE DATE OF TRANSFER TO TRUSTEES APPOINTED BY 19 VICTORIA, NO. 15.

To the Trustees of the Melbourne, Mount Alexander, and Murray River Railway.

Assay Office, Melbourne, 14th April, 1856.

GENTLEMEN,

In accordance with your instructions, we have examined into the financial transactions of the Melbourne, Mount Alexander, and Murray River Railway Company, and have the honor to transmit, as the result of our inquiry, the following Report:

1. With the exception of a few items of expenditure which we considered to be incorrectly classified, we have much pleasure in reporting in satisfactory terms of the general accuracy of the books and accounts inspected by us.

2. The books which we examined were:
   1st. The Register of Shareholders and Capital Stock of the Company.
   2nd. Book of Receipts and Expenditure.
   3rd. Dividend Warrant Book.
   4th. Cash Book.
   5th. Ledger.

3. Having examined in detail the whole of the receipts and expenditure, we find that the receipts have been regularly paid into the bank, and for every item of expenditure—all paid by cheques, signed by the directors—we have found a voucher duly attested and paid: the balance of £2950 16s. 11d., due to the bank being the exact excess of expenditure over receipts.

4. Various returns have been compiled from the books of the company, and are appended to this report, among which may be specially mentioned lists of the shareholders taken from the company's register, showing their names, and the amount of capital in the undertaking held by each individual, distinguishing shares held from shares forfeited.

5. We have also prepared a statement of guaranteed interest warrants outstanding, issued up to the 5th October, 1855, and a similar statement of guaranteed interest due from 5th October, 1855, to 1st April, 1856, distinguishing, as before, the forfeited and unforfeited shares.

6. The statements have been prepared in this form for the purpose of drawing your attention to the sum of £2747 19s., being the amount paid upon shares in the company, which were subsequently forfeited in consequence of the calls made thereon; not having been duly paid, as it appears to us that in calculating the purchase money to be paid to the present shareholders, this amount, which they did not contribute, and which therefore they cannot be said to have expended in the prosecution of the objects of the company, ought not to be taken into account.

7. We perceive by the wording of the Act of Council empowering the purchase of the railway company's property, at a price not to exceed “the amount actually subscribed and paid up by the shareholders of the stock of such corporate body,” that our view of this subject is open to question; but we are strongly of opinion that it was not contemplated, either by the Government or the Legislature, to confer on the present shareholders a bonus of nearly five per cent. on their paid-up capital, and which would, in effect, amount to the shareholders receiving an annual interest of about 5 per cent. per annum, instead of 5 per cent. as originally contemplated.

8. We have further to call attention to the sum of £129 9s. 3d., claimed by the directors of the railway company for guaranteed interest up to 5th October, 1855, and of £24 14s. from the 5th October, 1855, to the 1st April, 1856, for guaranteed interest on shares which have been forfeited in consequence of calls not having been paid thereon.

9. In reference to which we have to remark that although the practice of paying interest upon shares out of capital, during the period of construction, or prior to the opening of lines of railway, was at one period common in Britain, it never was the practice to permit interest to be paid on shares where the calls were in arrear. Although the interest warrants on all shares were regularly issued, yet if on presentation at the bank the proprietor's name was found on the list of defaulters the warrant was not honored; and although the shareholder could always obtain the arrears of interest by paying up the calls due by him, yet, on the shares being forfeited, the capital paid, and the interest due thereon, lapsed, and the original shareholder had no claim to either.
10. It appears to be quite clear that the principle which would guide the directors of an incorporated company in guarding the property of their fellow shareholders from misappropriation should be acted upon in expending the funds guaranteed as interest by the shares, or consider these claims for £129 0s. 2d. and £24 14s. as liabilities of the trustees appointed by the Act of Council.

11. We cannot therefore recognize the claim of any parties to the guaranteed interest on these forfeited shares, or consider these claims for £129 0s. 2d. and £24 14s. as liabilities of the trustees appointed by the Act of Council.

12. We have appended a list of shareholders who have paid up the whole amount, twenty-five pounds, on each of their shares, and who by an arrangement made by them with the board of directors have been allowed an additional three per cent. interest on the sum paid by them in anticipation of calls.

13. Of the contracts for works entered into by the company only one, that of Messrs. Hope and McKenzie, has been completed and finally closed. Measurements, on account of the other contracts have from time to time been taken, and payments thereon have been made, deducting twenty-five per cent. until the completion of the contracts; these measurements have been checked on the part of the government, and the results compared with the certificates of the company's engineer, but as the strata passed through, the lead, and the amount of settlement in the banks formed from side cuts, are elements in the calculation, and are difficult to arrive at unless the measurements are taken as the works proceed, strict accuracy in the measurements now made was not to be expected, but they agree so closely with the company's certificate as to warrant the latter being accepted as correct.

14. There is a balance of accounts due to H. Ginn, Esq., the London agent, of £797 5s. 6d.

15. It would appear that in the latter part of 1853, Mr. Ginn was instructed by the directors to proceed to London to conduct the business of the company there, at a salary of £500 per annum, which salary commenced from the 2nd December in that year.

16. Mr. Ginn expended £449 15s. 2d. in preparing an amended Bill, and in "other legal expenses," which, with office furniture, books and stationery, clerk's salary, rent of office, and miscellaneous items, amounted in all to £836 6s. 8d., expended in the period between April 1854, and January 1855.

17. On the 16th March, 1855, Mr. Ginn was instructed to break up the office and dispose of the furniture, which realized £80 14s. 6d., in the month of September of the same year.

18. No remittance was made to Mr. Ginn to meet the above expenditure or in payment of his own salary, which up to 2nd January, 1855, amounted to £541 13s. 4d., until 29th September, 1855, when a draft for £500 was forwarded to him, which amount, added to that realized by the sale of the office furniture, left the above balance of £797 5s. 6d. owing to him.

19. Considering that Mr. Ginn is entitled to interest on the sum of £836 6s. 8d. advanced by him for the use of the company, we have reckoned the interest thereon at five per cent., from 1st January, 1855, to 28th September, 1855, which amounts to £310 8s.

20. And on the above balance of £797 5s. 6d., from 29th September, 1855, to 25th July, 1856, allowing three months for transit, •

21. The total sum therefore due to Mr. Ginn for principal and interest, is £861 3s. 6d., which we consider he is justly entitled to, and recommend that this amount should be forwarded to him by the mail of the 25th instant. The expense of a draft on London for this sum will be £17 4s. 6d.

22. There are liabilities amounting in the whole to £400 15s. 8d. for legal and other charges in connection with the valuations of land; the particulars of some of these charges, amounting to £42 14s. 6d., have been presented to the Railway Company, the remainder are included in the awards in the cases for which they are made.

23. We have to refer you to the list of awards made to landowners for land required for the purposes of the railway, which show the quantity of land necessary for the railway; the quantity which in some cases, when less than five acres, the arbitrators under the 47th clause of the Act of Council require the company to take, the amount awarded or covered, and the cost of the award.

24. In the case of Walter Craig, who was the purchaser from the Crown of certain land in the parish of Cut-paw-paw, of which the Railway Company required 1a. 2r. 21p., it appears from a statement of the directors of the company, that subsequent to his having received notice from the company that such portion of his land would be required, a subdivision thereof was made, with the object of bringing it within the operation of the above clause in the Company's Act of Incorporation. This appears to be a case for the decision of the law officers of the Government, to whom we recommend that it be submitted forthwith.

25. As connected with the subject of the purchase money for land, we draw your attention to the sum of £5889 1s. 6d., which the vendors agreed to accept in the shares of the company at par, but which shares were never issued, in consequence of the conveyances not having been completed.
Liabilities to Messrs. Musson and Co., on
undertaken contracts.

No legal agreement was for the construction of works between Melbourne and the Saltwater River, amounting to the sum of £57,800; but that by a subsequent “arrangement,” Messrs. Musson and Co. consented to execute certain works between Thompson-street, Williamstown, and the junction of the Geelong and Melbourne Railway, estimated to cost £26,892, which latter amount was to be deducted from their original contract of £37,800, leaving a balance of work to be executed at the Melbourne end of £50,968.

This amount exceeded.

27. From the books of the company it appears, however, that up to the 1st instant the amount of work executed by Messrs. Musson and Co. amounted to £33,445, or £3160 in excess of the amount of work previously arranged to be performed; consequently the amount to be expended on the Williamstown end of the line must be reduced by this last sum to bring the whole expenditure within the original contract amount, otherwise the liability of the company to Messrs. Musson and Co. will be increased by £3160.

28. Without impugning in the slightest degree the necessity for this immediate excess of expenditure over that originally contemplated, and of which necessity the company’s engineer was the proper judge, we may be allowed to state that in our opinion it would have been better not to have allowed it to be incurred until an agreement, properly drawn, had been entered into between the company and Messrs. Musson and Co. It is perhaps unnecessary for us to point out that particular circumstances may hereafter arise which may render it a matter of regret that the directors omitted to have such an agreement made previous to entering upon any portion of the works at Williamstown, and we would suggest that, as far as possible, this omission should be remedied forthwith.

29. A clear understanding with Messrs. Musson and Co., with regard to this is desirable, as they are at present performing the work virtually contracted for in July, 1855, at the prices which ruled in October, 1854, and which were at least fifty per cent. higher than at the first mentioned date.

30. The original contract with Messrs. Mallett and Company amounted to £30,908.

To which has since been added for the erection of boundary posts ... £7853 11 10

Of which they have completed ... ... ... ... ... 33 12 0

Remaining to be performed ... ... ... ... ... £4844 19 8

31. With regard to the heads under which the different items of expenditure have been classified in the books of the company, we have to remark that a sum of £4318 8s., expended in the erection and repair of offices, has been charged under the general head of “works;” the cost of “boring” (£751 8s. 9d.) charged to the same account; to which account, also, has been placed the sum of £1149 4s. 7d., being an amount expended in celebrating the commencement of the company’s works.

We have in the statement of accounts appended to this report charged the first sum under its proper head, the second has been charged to the engineering account, to which, in our opinion, it more correctly belongs; and the third has been entered under its proper designation.

32. We append two schedules referring to the property to be handed over by the company to the trustees appointed under the Act. The first is an inventory of office furniture; the second refers to the rights, privileges, works, and lands belonging to the company.

34. The officers of the company are:

- C. H. Swyer, engineer, at a salary of ... ... ... £1000 per annum.
- J. J. Hewitt, secretary, ... ... ... 1000
- T. Acton, bookkeeper, ... ... ... 200

And should the trustees think proper to dispense with their services, it will be requisite to give them compensation at the rate of three months salary, for the loss of their offices.

35. We have, in conclusion, to state that we have received from the officers of the company every aid and assistance in carrying out the duty entrusted to us.

We have the honor to be, Gentlemen,
Your most obedient servants,

GEO. C. DARBYSHIRE, C.E.,
A. GALT, Accountant.

LIST OF RETURNS REFERRED TO BY US, AND APPENDED TO THIS REPORT.

A. List of shareholders who have paid up their calls.
B. List of shareholders whose shares are forfeited.
C. Statement of capital paid up and interest claimed thereon from the 5th October, 1855, to 1st April, 1856.
D. List of unclaimed dividends due up to 5th October, 1855, on shares, the calls on which have been paid up.
E. List of unclaimed dividends issued for the half-year ending 5th October, 1855, on shares which have been forfeited.
F. List of shareholders who have paid up the full amount of their shares.
G. Particulars of contracts entered into for works by the company.
H. Abstract of land alienated by the Government, and required for the purposes of the railway.
I. Abstract of awards made in reference to ditto.
J. Abstract of quantity of land purchased by and conveyed to the company.
K. Inventory of office furniture.
L. Property and privileges to be surrendered by the company.
M. Statement of receipts and expenditure.
N. Statement of liabilities.
O. Summary of liabilities.
MINUTE on the mode of obtaining Plant etc., from Great Britain, submitted to and approved by the Trustees, 16th May, 1856.

It appears that there are two modes in which contractors can tender for the proposed railway material. Firstly, at a fixed price for each article; secondly, at a per centage on the English cost.

To require tenders at fixed prices pre-supposes:

Firstly.—The existence here of parties with sufficient information of the present and prospective state of the iron marked in England to name definite prices at which they will deliver in Victoria the several articles required, at a time varying from six to nine months hence.

Secondly.—The availability here of the most detailed and exact information respecting each description of article required; and,

Thirdly.—The determination of the trustees as to the mode of payment.

The alternative course, therefore, would seem to be the mode in which to seek for tenders. It is at once safe and fair to both parties. The contractor knows exactly his position, and the Government knows that all it can be called upon to pay beyond the cost of the articles at the time the order is put into the English market, will be, a small per centage to cover the expenses necessarily attending the execution of the contract. In other words, the Government, by virtue of its undoubted responsibility and the extent of the order, will obtain what it requires by inducements upon the most reasonable terms.

The series of advertisements soon to be inserted in the papers inviting tenders for the supply of railway plant from England will no doubt induce our merchants to treat the probable wants of the Government as they do the wants of the colonists, i.e., procure not only quotations of prices current to the latest date, but of those which will probably prevail three or six months afterwards, of all the various articles which the Government is likely to want.

If the trustees were to make arrangements, which would ensure the transmission to them of similar information, it is likely that on subsequent occasions, it may not only be possible, but desirable, to take contracts here, at fixed rates.

The English cost of the articles required can be satisfactorily ascertained in one or other of these ways:

Firstly.—By advertising in England by some person or persons nominated by the contractor, and approved by the Government; or,

Secondly.—By advertising there by means of some person or persons nominated directly by the Government.

Another point requiring attention is the extent to which a Government officer here should have the power of approving or rejecting the articles, after their arrival in the Colony.

Unless this power be clearly defined, it is believed that satisfactory tenders will not be obtained: those sent in will be sure to contain a large per centage to cover the risk of this condition, or else it will prove a barrier to parties tendering at all.

Perhaps the utmost limit to which the inspection and approval of a Government officer here will be agreed to is, that he should have the right to certify whether the articles supplied are, or are not, in accordance with certain drawings and specifications given to the contractor when he enters into his contract, as regards number, size, and form.

Assuming the improbability of obtaining satisfactory tenders, with this condition attached, and viewing the necessity of testing and approving the articles somewhere, it is evident that this test and approval must and should be applied and given before they leave the premises of the manufacturer, as it would be there an easy matter as it would be here a difficult one, to test them effectually, and supply any deficiency or defect which might be discovered.

The extent to which this requirement of approval or otherwise here, would make the contractor dependent upon the integrity of the officer armed with this power, must form a material consideration in the settlement of this point.

If the course here indicated is the most desirable to be followed, the Government will have to appoint some person in England, for the two-fold purpose of ascertaining the bona fide cost of the various articles, and for testing and approving them previously to their transmission to the port of shipment.

The place of delivery in Victoria, beyond Hobson's Bay, should be reserved for subsequent arrangement. The time and mode of payment may be left open as to avoid the exclusion of any tender which might be considered eligible, although, as regards these points, not in accordance with any arbitrary condition of payment, which the trustees might have previously determined upon.

RICHARD WOOLLEY, Secretary.
APPENDIX XIV.

FURTHER MINUTE on the mode of procuring Railway Plant from England, submitted to, and approved by the Trustees, 7th June, 1856.

Assuming that the tender of Messrs. Dalgety, Cleve Brothers, and Wm. Hammill and Co. (which is allowed to be the best of those received on the 21st ultimo), is accepted, it will be necessary for the Government, in the absence of those general agency arrangements which it is proposed to make in England, to address the Imperial Government, and request the Board of Trade to allow one of the Railway Inspectors to act as the agent of this Colony, in checking the English cost, supervising the manufacture, and testing the quality of the several articles required; or, in the event of the Railway Inspectors being unable to undertake this duty, to appoint some other competent person to do so instead.

The agent, or representative of the contractor here, having advertised for tenders for the supply of the several articles required, and the agent of the Government having had those tenders submitted to him unopened, would select that which he considers most advantageous, and at once hand it over to the agent or representative of the local contractor, whose business it would then be to set the manufacturer going, and see that he completed the articles, and, if agreed upon, delivered them at the port of shipment within the time specified in his contract.

The Government agent having thus ascertained the English cost, and the contractor's agent or representative having authorized the manufacturer to proceed, the Government agent would then have to appoint some competent person (or perform this duty himself) to supervise the manufacture, and test the quality of the several articles required, before they left the premises of the manufacturer.

The manufacturer having completed the several articles to the satisfaction of the Government agent, and those articles having been forwarded to the port of shipment, either by the manufacturer or the contractor's agent or representative, the special services for which a local contractor is required would commence.

This contractor, by his agent or representative, having received the articles in good order, either on the premises of the manufacturer or at the port of shipment, would have to assume the responsibility of shipping them in like good order, and of insuring them at current rates; and this responsibility would continue until relieved of it by the approval of the Government officer here.

This mode of ascertaining the English cost, would, it is believed, be found to work more satisfactorily than any system which would throw the sole responsibility of doing so on any one individual, whatever his station or acquirements.

It appears, in fact, to be the only mode by which the Government can be certain that the articles required have been purchased at the bona fide English cost and with a due regard to their quality.

RICHARD WOOLLEY, Secretary.
The tender of Messrs. Dalgety, Cleve and Hammill was accepted, not because it complied exactly and unreservedly with the conditions laid down; but, because taken as a whole, it was considered more in accordance with those conditions, and more advantageous to the Government than any other. If an exact adherence to the conditions had been inadmissible, none of the tenders could have been accepted; for, none of them acquiesced in the specified time.

In a contract which would be carried out here, the conditions laid down should be rigidly adhered to; because every circumstance likely to happen can be foreseen and provided for, and the contractor should include those contingencies in the amount of his tender; but, in a contract to be executed in England, where so many unforeseen circumstances may interfere with its performance, it is impossible to adhere strictly to the conditions. A contract of this nature is finally concluded by negotiation and discussion, after the acceptance of the most advantageous tender which may have been received.

Although, therefore, the reservations of Messrs. Dalgety, Cleve and Hammill, are opposed to the strict letter of the conditions, they are not opposed to their spirit; for, clearly, when it is stated that the articles included in the contract shall be here within ten or eleven months, it is not meant that this statement shall be taken literally and unconditionally. It would be absurd to suppose that Government would not give due weight to circumstances which may happen, and which it is impossible to foresee or control; and it is such circumstances as these, that the contractors refer to in their expressions, "accidents of the sea" and "unforeseen contingencies."

It seems advisable, however, that the Government agent, alone, should have the power of saying, what are and what are not unavoidable contingencies.

RICHARD WOOLLEY, Secretary.
APPENDIX XVI.

MINUTE on the respective duties of the Engineer in Chief, and Secretary.

1. It is requisite for the efficient and prompt discharge of the duties devolving upon the Trustees, that the respective duties of the Engineer in Chief and Secretary, should be defined as clearly as the circumstances and novel nature of the work will admit; subject, however, to extension and revision, from time to time, as a larger experience may suggest.

2. All correspondence referring to the purchase of or compensation for land, advertisements for contracts, registration and endorsement of tenders, contracts (both for material and work), bonds to secure due execution of contracts, traffic and general management, will be conducted by the Secretary; but will, in every case connected with the engineering branch of the department, be referred for the report of the Engineer in Chief, before it is submitted to the Trustees for action thereon.

3. All correspondence relating to the management of the surveying and engineering branch, will be conducted by the Engineer in Chief, who will also be required to conduct the correspondence relative to the management and progress of the works under contract.

4. All accounts relating to machinery, plant, contracts for permanent way and works, construction and maintenance accounts will pass through the office of the Engineer in Chief, who will be required in the case of machinery and plant imported, to attach his certificate to the bills of lading, and in case of machinery imported in this country, the Engineer in Chief must likewise certify previous to the accounts being submitted by the Secretary for approval.

5. Before any payments for or on account of contracts, or labor or work performed be made, the Engineer in Chief will forward, in a form hereafter to be prepared, a detailed and specific statement of every item in the original schedule attached to the contract or agreement, showing the total quantity of work done up to the period when submitted, and the quantity remaining to be done, with the prices and amount respectively attached; which statement will be duly certified by the Engineer in Chief, before the same is laid before the Trustees for approval. These certificates will be entered in a contract book to be kept by the Engineer; a similar book will be kept by the Secretary, into which every certificate will also be copied when passed by the Trustees.

6. The greatest care will be taken in keeping separate the amounts of each item, so that the particular cost of any length of line or work of art, may be at once ascertained.

7. All accounts not having distinct reference to the work of construction or maintenance, such as furniture, stationery, &c., will pass through the office of the Secretary, but when any of these have been received by the Engineer in Chief for the use of his branch, the bills or receipts relating thereto, will be certified by that officer.

8. Departmental accounts of salaries, &c., relating to the Secretary's office, will be kept by the Secretary alone. Those relating to engineering and surveying will be made up in the office of the Engineer in Chief, and when duly certified by that officer, will be passed to the Secretary to be entered in his book. These accounts will be entered in such a form, as to show, with the greatest accuracy that can be obtained, the outlay for each particular line or piece of work; distinguishing the office expenditure from that of the field, the cost of engineering from that of surveying and leveling. It must be clearly understood, however, that although the accounts for expenditure incurred for certain purposes will be kept at the office of the Engineer in Chief, every item must pass through the Secretary's books; which must show the whole expenditure of the department, inserted under the proper heads.

ANDREW CLARKE, R.E.

July, 1856.
MINUTE on Objections urged against the Conditions required to be observed by Tenders for the Supply of Railway Material to be obtained from England. Submitted to and approved by the Trustees on the 6th August, 1856.

Objection 1st. That the inspecting officer acting on behalf of the Government in England, would, by directing, which manufacturer's tender should be accepted there, vitiate a contract entered into by the trustees with parties resident here.

Answer.—It is difficult to understand how a contract can be vitiated by the agent of one of the parties therein, doing which it is expressly provided in such contract he shall do, or in other words, for carrying out the provisions specified therein.

If the fact of a specified agent determining the price of the goods contracted for can vitiate a contract, why not the fact of such agent deciding the quality of the goods have the same effect? And if this objection be made, if the inspecting officer is in any way determined the conditions of the contract will vitiate such contract, why will not adherence to any or all of the conditions have the same result?

The usual mode of vitiating a contract is by one or other of the parties thereto doing something which should not have been done, or by leaving undone something which ought to have been done; and not by doing that which the conditions of the contract expressly require to be done.

Objection 2. That the inspecting officer would, by indicating the tender which should be accepted in England, afford the contractor an opportunity of supplying inferior goods, and executing himself for so doing on the ground of this interference of the inspecting officer.

Answer.—In the first place, the contractor has no right to object to the interference of the inspecting officer in this respect, inasmuch as he has agreed to certain conditions by which the right of that officer to interfere as to price and quality is not merely declared, but rendered obligatory; nor is it evident why the contractor should raise this objection. It does not appear that he has any interest likely to induce him to do so; for it matters not to him whether the quality of the articles be good or bad. If they are in accordance with the specifications and the inspecting officer certifies that their quality is satisfactory, the contractor will have done his duty.

If the contractor were bound to deliver the articles here of a specified quality, and if he were debarred from giving a price in England which would enable him to procure them of that specified quality, he might have some reason for objecting to the inspecting officer determining the price to be given; but as he is only bound as regards quality to the extent of satisfying the inspecting officer, and as it matters not to him what price is given so long as that satisfaction is obtained, it does not appear why he should care who ascertains the market price.

Again, if, when the contractor delivered the articles here the Government had the power to reject them on account of their quality, and if he were able to prove that he had been compelled to procure them of an inferior quality by the decision of the inspecting officer as regards the tender which was accepted in England, then he would certainly have cause to complain that he had not had full control over the price; but as he has no liability as regards the quality of the articles supplied, it is difficult to perceive why he should have any voice in determining the English market price.

In fact, it is almost impossible that any contingency can arise which would render it necessary to give the contractor the power to object to this indication by the inspecting officer of the tender which be accepted in England.

Objection 3. That it is unnecessary to take the power of determining which tender should be accepted out of the hands of the contractor, because the inspecting officer will know the English market value, and will be a check upon the contractor in this respect.

Answer.—The inspecting officer can only be a check by reporting to this Government that the contractor's agent had paid more for the articles than their market value. Such a report would, however, be valueless; for even if he forwarded to the Colony a manufacturer's price current in support of his report, that would only show the prices of that particular manufacturer. It would not show the market value. In fact, the principal part of the articles required have no market value, in the ordinary acceptance of the term.

If the conditions be altered as proposed, the contractor's per centage being calculated on the English cost, it will be to his interest, apart from the question of quality, to make that cost as high as possible.

Under the conditions as they at present exist, the position of the Government is unsatisfactory if the instructions which have been forwarded to the inspecting officer in England be faithfully carried out. Sham invoices of cost or forgetfulness of trade discounts and allowances, will be impossibilities. But if the proposed change be made, both these practices become probable, if not certain; indeed so certain, that there is no doubt Government will be able to sell their orders on England at a premium. If the present conditions be continued, it is not likely that a premium will be offered; for, with the exception of the freight, which it is considered desirable, if not necessary, to leave an open question, there is no part of the scheme which will permit the contractor to make anything beyond his per centage. If, therefore, there be any person disposed to offer a premium, of any amount, to be allowed to transact the business of the Government in England, he must be calculating upon appropriating the discounts and trade allowances, which the inspecting officer instance will do, to the amount of a premium on the cost of the contract. Rather than give a contractor the power of ascertaining the English market price, it would be infinitely better to make him merely the forwarding or shipping agent of the Government, the inspecting officer being invested with the entire responsibility of the English agency till the articles were ready for shipment.

RICHARD WOOLEY, Secretary.
APPENDIX XVIII.

MINUTE on the particulars of the purchase of the rights and property of "The Melbourne, Mount Alexander, and Murray River Railway Company," and of their liabilities at date of conveyance to Government; submitted and approved by the Trustees, 27th August, 1856.

PAYMENTS MADE.

To Amount of purchase (being the capital paid up by the Shareholders) for which Debentures were issued to the amount of ... £ s. d. 68,100 0 0

To Paid in Cash ... ... ... ... ... 2 18 9 68,162 18 9

LIABILITIES ASSUMED.

To Land compensation awarded namely:—

<table>
<thead>
<tr>
<th>Name</th>
<th>Land</th>
<th>Expenses</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>J. R. Murphy</td>
<td>2585</td>
<td>6 3</td>
<td>2714</td>
</tr>
<tr>
<td>H. Jennings</td>
<td>900</td>
<td>0 0</td>
<td>900</td>
</tr>
<tr>
<td>Watson and Wight</td>
<td>1488</td>
<td>15 0</td>
<td>1507</td>
</tr>
<tr>
<td>Stephen Stephers</td>
<td>50</td>
<td>0 0</td>
<td>50</td>
</tr>
<tr>
<td>Edward Preut</td>
<td>480</td>
<td>0 0</td>
<td>588</td>
</tr>
<tr>
<td>Walter Craig</td>
<td>1990</td>
<td>12 6</td>
<td>2187</td>
</tr>
<tr>
<td>John O'Grady</td>
<td>2085</td>
<td>6 3</td>
<td>2191</td>
</tr>
<tr>
<td>Robert McKay</td>
<td>1721</td>
<td>0 0</td>
<td>1844</td>
</tr>
<tr>
<td>J. Henningham</td>
<td>840</td>
<td>0 0</td>
<td>840</td>
</tr>
<tr>
<td>William Hall</td>
<td>909</td>
<td>7 6</td>
<td>1024</td>
</tr>
</tbody>
</table>

Total awarded for Land, ... £14,442 11 2

NOTE.—It is believed that the whole of the above awards (with the exception of Craig and O'Grady's which have always been disputed) will have to be paid. The question is however now under the consideration of the Law Officers of the Crown, but whatever their decision may be, this statement would have been incomplete if these awards had been omitted.

To Land compensation not yet assessed, estimated with Expenses at ... ... ... £7,296 19 0

To Contractors for work done:—

<table>
<thead>
<tr>
<th>Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Messrs. Musson and Bourne</td>
<td>7681 17 2</td>
</tr>
<tr>
<td>Mallett and Powell</td>
<td>1644 2 0</td>
</tr>
</tbody>
</table>

Total to Contractors for unfinished contracts:—

<table>
<thead>
<tr>
<th>Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Messrs. Musson and Bourne</td>
<td>15,472 12 6</td>
</tr>
<tr>
<td>Mallett and Powell</td>
<td>1283 4 3</td>
</tr>
</tbody>
</table>

To Balance due to Bank of Victoria

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Due to Mr. Glenn on account of London agency</td>
</tr>
<tr>
<td>Do. Messrs. a'Beckett and Selwyn</td>
</tr>
<tr>
<td>Compensation to Secretary of the Company</td>
</tr>
<tr>
<td>Do. to the Engineer</td>
</tr>
<tr>
<td>Sundry small accounts not to exceed</td>
</tr>
</tbody>
</table>

Total ... ... 8,850 3 4 £55,621 0 54

RICHARD WOOLLEY, Secretary.

P.S.—The discrepancy between the amount of liabilities here shown and the amount contained in Appendix LXL, arises from the fact that the liabilities scheduled in the conveyance have been found to be inaccurate.

R. W.
APPENDIX XIX.

MINUTE on the Defects of the Melbourne, Mount Alexander, and Murray River Railway Company's Act of Incorporation, submitted to and approved by the Trustees, 9th October, 1855.

The provisions of the company's Act respecting the mode of settling the compensation to be paid to the owners and occupiers of land were found to work most injuriously to the interests of the company.

Clause 37 provides, "That for settling all differences which may arise between the company and landowners, &c., that upon the application of either party it shall be lawful for any two justices in petty sessions assembled in the district in which such lands are situated by writing under their hands to nominate and appoint three able practical surveyors for determining what compensation shall be paid by the company to the owner, &c., and that such surveyors or any two of them shall determine the same, and such valuation shall be binding and conclusive upon all parties."

Clause 49 provides, "That all the expenses of, and incident to, such valuation shall be binding and conclusive upon all parties."

These provisions, several of the landowners on the Williamstown line put into operation; and the result, in every case, was a most extravagant award in favor of the landowner, at an enormous expense to the company.

The mischief-wr. of these provisions was found to lie in the power to appoint the valuers, being given to "justices assembled in the district in which the land is situated." And the practical result, as experienced by the company, was this: that the justices appointed some of their neighbors, without much regard to their qualifications; and the persons so appointed, being not only residents in the neighborhood of the land, but more or less dealers and speculators, as well as valuers, had a direct interest in keeping up the value of property in their own district; and were thus exposed to the temptation to place an extravagant price on the land required for the railway and to which it appears evident in the Williamstown cases the valuers gave way. Of this the following awards are sufficient proof:

1. For 3 acres 1 rood 1 perch of unimproved country land, they awarded £1721; and the expenses of the valuation were £123 17s. 2d.

2. For 12 acres and 11 perches, of similar land, they gave £909 7s. 6d.; and the expenses were £115 7s. 4d.

3. For 1 rood 8 perches, £480 was awarded; and the expenses were £78 0s. 8d.

Thus upwards of £550 per acre was awarded for unimproved country lands; and the expenses of valuing the above-mentioned five and a half acres amounted to £317 15s.; probably as much as the real value of it!

To avoid similar imposition for the future, it is desirable that the railway measure now being prepared should omit:

1. That for determining the compensation: each party, i.e., the owner and the railway trustees or commissioners, should nominate a person to value on his or her behalf; and that in the event of their not being able to agree, that the question should be determined by an umpire, to be chosen by such two valuers, before entering upon their valuation.

2. That in the event of either party failing to name a valuer for thirty days after receiving notice in writing to do so, the party giving the notice should be empowered to apply to any justice of the peace to appoint some one to value on behalf of such defaultor. In this case, an umpire to be appointed as before mentioned.

3. That the valuers should, in determining the amount of compensation, take into consideration the enhancement in value of any land or other property belonging to the party, which the railway would be likely to confer upon it, in redaction of such compensation.

4. That the expenses attending the valuation should be divided equally between the owner and the trustees, except in cases where the amount awarded might not exceed, say £200; in which cases it should be left to the decision of the valuers, what portion, if any, should be paid by the owner.

R. WOOLLEY, Secretary.
APPENDIX XX.

MINUTE on the rejection of the Tenders received from Local Manufacturers for the Construction of a certain quantity of Rolling Stock, submitted to and approved by the Trustees, November 6th, 1856.

The manufacture of the articles required being quite new to the Colony, it was thought advisable to advertise for tenders during a longer period than usual; advertisements were accordingly inserted for the space of four weeks, at the expiration of which time the following tenders were received:

<table>
<thead>
<tr>
<th>No.</th>
<th>Names</th>
<th>First class carriages</th>
<th>Second class carriages</th>
<th>High sided wagons</th>
<th>Middle sided wagons</th>
<th>Low sided wagons</th>
<th>Luggage vans</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Enoch Chambers</td>
<td>£</td>
<td>£</td>
<td>£ s. d.</td>
<td>£ s. d.</td>
<td>£ s. d.</td>
<td>£ s. d.</td>
<td>£ s. d.</td>
</tr>
<tr>
<td>2</td>
<td>J. and D. Morgan</td>
<td>2600</td>
<td>8000</td>
<td>1400</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>12,800</td>
</tr>
<tr>
<td>3</td>
<td>Miller &amp; Macquistan</td>
<td>—</td>
<td>—</td>
<td>1135</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>12,800</td>
</tr>
<tr>
<td>4</td>
<td>Thos. J. Garrett</td>
<td>2500</td>
<td>7200</td>
<td>692</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>15,070</td>
</tr>
<tr>
<td>5</td>
<td>William Grant</td>
<td>2740</td>
<td>8800</td>
<td>1050</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>17,815</td>
</tr>
<tr>
<td>6</td>
<td>Crothers &amp; Hackett</td>
<td>3000</td>
<td>10000</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>7</td>
<td>William Williams</td>
<td>3200</td>
<td>9600</td>
<td>2100</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>20,050</td>
</tr>
<tr>
<td>8</td>
<td>William Smith</td>
<td>—</td>
<td>—</td>
<td>1145</td>
<td>16</td>
<td>8</td>
<td>2864</td>
<td>20,050</td>
</tr>
</tbody>
</table>

Owing, however, to a misapprehension of the conditions upon which it was proposed to let the contract,—some of the tenderers believing that it would be let as a whole, while others were under the impression that it would be let in portions,—and to the subsequent decision of the trustees to have the articles required manufactured in a building erected by themselves on the terminus reserve west of Spencer-street, where the work could be daily inspected during its progress, and the carriages, when finished, readily transferred to the line, thus avoiding all damage by their removal from the manufacturer's premises; viewing, moreover, the probability that more eligible tenders would be obtained in the event of the contract being again advertised, it was considered advisable to reject the whole of the above tenders, and submit the work again to public competition.

This was done, and the result, as shown in the following list of tenders, realised the anticipations of the trustees, and justified their proceedings.

<table>
<thead>
<tr>
<th>Names</th>
<th>Amounts</th>
<th>—</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enoch Chambers</td>
<td>£ 5,210</td>
<td>For a part only.</td>
</tr>
<tr>
<td>Miller and Macquistan</td>
<td>£ 8,000</td>
<td>Ditto.</td>
</tr>
<tr>
<td>W. Williams</td>
<td>£ 16,360</td>
<td>For the whole.</td>
</tr>
<tr>
<td>Thos. Garrett</td>
<td>£ 16,000</td>
<td>Ditto.</td>
</tr>
<tr>
<td>J. and D. Morgan</td>
<td>£ 15,200</td>
<td>Ditto.</td>
</tr>
<tr>
<td>William Grant (accepted)</td>
<td>£ 14,364</td>
<td>Ditto.</td>
</tr>
</tbody>
</table>

RICHARD WOOLLEY, Secretary.
Circumstances have recently occurred which render it desirable to reconsider the system under which public works are at present contracted for. It has transpired that a contractor who tendered a few days ago for the performance of a certain work on the Williamstown railway, at a price exceeding the lowest tender by more than £3000, has been endeavoring to buy off two of the parties who tendered below him.

As there is reason to believe that this practice has been heretofore followed to some extent, and as it is undoubtedly injurious to the public service, by defeating the object of competition, it becomes necessary to devise means for putting a stop to it.

It is obviously encouraged by the practice of contractors, who, after having deposited their tenders, make no secret of the price at which they have tendered. It may be impossible to prevent their doing this, but its injurious operation is manifest. Those contractors who have the command of capital, thus learn the state of the tenders sent in, and by applying that knowledge to their own advantage, deprive the public interest of the benefit of open and legitimate competition.

The present system has also this disadvantage; that it holds out inducements to unprincipled parties to tender at low rates, with no intention of taking up the contract, but to place themselves in a position to be bought off by bonâ fide tenderers. The mere act of tendering thus becomes a more profitable business than the laborious occupation of real contracting.

To prevent in some measure the further continuance of this practice it is proposed,—

1st. That the time now allowed to tenderers for deciding whether they will or will not take up a contract, shall be reduced from fourteen to two days.

2nd. That in the event of the lowest tenderer refusing to take up a contract, it shall be re-advertised.

3rd. That when any person, having sent in the lowest tender, shall subsequently decline to take up the contract, and proceed with the execution of the work, such refusal shall be sufficient reason for rejecting any other tender he may furnish for the same work.

It is believed, that by introducing these regulations the object in view will be attained. Contractors, with the prospect of having an opportunity of competing a second time for the same work, will probably be more guarded in divulging the amount of their tenders, for they will thereby materially lessen their chances in the renewed competition; and by accepting the lowest tender as a rule, and re-advertising in the event of the non-acceptance of the contract, the system of buying off tenderers would be defeated; because those who tendered at a higher rate would not be able to secure the contract by getting rid of any number of tenderers below them.

It may also be deemed worthy of consideration, whether, looking to the extent to which the public interest may suffer, in course of the large expenditure proposed to be incurred in railway construction, it may not be well to inquire into the practicability of providing by law for the treatment of this species of collusion, as a penal offence.

RICHARD WOOLLEY, Secretary.
APPENDIX XXII.

MINUTE on the offer of Messrs. Miles and Co. to ballast a portion of the Williamstown Branch Railway. Submitted to and approved by the Trustees on the 25th November, 1856.

In September last, Messrs. Miles and Co. voluntarily offered to "supply and spread on the formation line the whole of the bluestone ballast required upon that portion of the Williamstown Railway which is included in their contract, at 10s. 6d. per cubic yard."

On the 16th of the same month the Engineer in Chief reported thereon to this effect: "As Messrs. Miles and Co. will have to procure all the material for the ballast at their own cost, I consider their offer to be very favorable to the Government, and one which should be accepted. I feel bound to remark, however, that, as the amount of the work will probably reach £14,000, a question may hereafter be raised as to why it was not included in the former contract, or separate tenders sought for it afterwards."

Desiring to avoid as far as possible the letting of public work without competition, it was determined, on the 29th October, notwithstanding the favorable character of Messrs. Miles and Co.'s offer, to advertise the contract in the usual way.

Tenders were accordingly invited, and on the day named in the advertisement thirteen were received, the particulars of which, arranged according to the price of each, are as follow, viz.:

<table>
<thead>
<tr>
<th>No. 1 tender,</th>
<th>@ 10s. 6d. per cubic yard</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>10 3</td>
</tr>
<tr>
<td>3</td>
<td>10 6</td>
</tr>
<tr>
<td>4</td>
<td>10 6</td>
</tr>
<tr>
<td>5</td>
<td>11 6</td>
</tr>
<tr>
<td>6</td>
<td>11 6</td>
</tr>
<tr>
<td>7</td>
<td>12 9</td>
</tr>
<tr>
<td>8</td>
<td>12 9</td>
</tr>
<tr>
<td>9</td>
<td>14 0</td>
</tr>
<tr>
<td>10</td>
<td>14 6</td>
</tr>
<tr>
<td>11</td>
<td>15 0</td>
</tr>
<tr>
<td>12</td>
<td>16 6</td>
</tr>
<tr>
<td>13</td>
<td></td>
</tr>
</tbody>
</table>

In the usual way the contract was offered to the lowest tenderer, here designated No. 1. It was, however, refused both by him and No. 2. It was then offered to No. 3, with a like result.

While these negotiations were pending, it transpired that No. 4 had been tampering with Nos. 2 and 3, in fact, attempting to buy them off. Under these circumstances, it was considered advisable to reject the whole of them.

The question then arose, viewing the inconvenience of having two contractors at work simultaneously on the same ground, and the market value of the work having been ascertained by public competition, whether Messrs. Miles and Co. were disposed to accept the contract at the price contained in the offer they made in September.

A letter was accordingly addressed to them, in which they were asked: "if they were willing to prepare the whole or a portion of the ballast which will be required for ballasting that portion of the line included in their contract, at ten shillings and three pence (10s. 3d.) per cubic yard."

In reply, a letter was received, stating their willingness to "supply and spread (agreeably to the instructions of the Engineer in Chief), all the ballast which may be required on that portion of the line included in their contract at 10s. 6d. per cubic yard."

As this renewed offer was at a lower rate than any of the tenders received (passing over Nos. 1, 2, 3, and 4, for the reasons given above), and as there was every probability that the longer the work was delayed the more it would eventually cost, it was considered advisable to accept Messrs. Miles and Co.'s offer forthwith, upon the same conditions as those upon which the work had previously been advertised.

RICHARD WOOLLEY, Secretary.

2 N
## APPENDIX XXIII.

### ABSTRACT OF ALL LOCAL CONTRACTS.

<table>
<thead>
<tr>
<th>For what purpose Contract is required.</th>
<th>Number of Tenders offered, and Names of Tenderers.</th>
<th>Particulars of each Tender.</th>
<th>Amount recommended for Acceptance.</th>
<th>Name for Approval.</th>
<th>Has the person recommended been a Contractor previously?</th>
<th>How did he fulfil his Contract?</th>
<th>General Remarks.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Railways:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Wm. Elliott</td>
<td></td>
<td>Alternations and additions to the railway offices, at Batman's Hill.</td>
<td>£1598 0 0</td>
<td>J. Nicol</td>
<td>Not under the Railway Trustees.</td>
<td></td>
<td>Approved 22nd July, 1856.</td>
</tr>
<tr>
<td>2. W. L. Campbell</td>
<td></td>
<td></td>
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<tr>
<td>3. J. Nicol</td>
<td></td>
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<tr>
<td>4. J. Green</td>
<td></td>
<td></td>
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<tr>
<td>5. S. Arres</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>6. R. White</td>
<td></td>
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</tr>
<tr>
<td><strong>Construction of 3 miles 77 chains and 38 links of the Melbourne and Williamstown Railway</strong></td>
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<tr>
<td>2. Wm. Allan</td>
<td></td>
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<tr>
<td>3. Pearce and Daltile</td>
<td></td>
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</tr>
<tr>
<td>4. J. Sinclair and Son</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>5. Geo. Scullers</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>6. E. Bradshaw</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>8. John Davidson</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. John Bourne</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. J. and N. Campbell</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. R. Crawford</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Murdoch McDonald</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. J. Musson</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Hope and McKenzie</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>15. W. Craig and Co.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. B. Huggins</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17. W. Bathurst and Co.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18. Fred. Thompson</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19. H. Aitkin and J. Coller</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>20. T. Miles and Co.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21. Alan DeLacy</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Providing “Rolling Stock” of Colonial manufacture for the Melbourne and Mount Alexander Railway</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Enock Chambers</td>
<td></td>
<td></td>
<td>£55347 10 0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. J. D. Morgan</td>
<td></td>
<td></td>
<td>19800 0 0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Miller and Macquetian</td>
<td></td>
<td></td>
<td>£7574 0 0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Thomas J. Gorret</td>
<td></td>
<td></td>
<td>15070 0 0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Wm. Grant</td>
<td></td>
<td></td>
<td>17515 0 0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Crothers and Hackett</td>
<td></td>
<td></td>
<td>£1800 0 0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Wm. Williams</td>
<td></td>
<td></td>
<td>20050 0 0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Wm. Smith</td>
<td></td>
<td></td>
<td>£6875 0 0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

N.B.—Nos. 17 and 21 were withdrawn. R. W.

* For portion only.

N.B.—This work was re-advertised and subsequently re-let for £14,864. R. W. 18 11 56
<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Contract Description</th>
<th>Persons Involved</th>
<th>Amount Recommended</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>367.</td>
<td>Fencing the line of railway between Melbourne and Williamstown.</td>
<td>W. L. McKay</td>
<td>Nine thousand five hundred and eighty-eight pounds ten shillings (£9588 10s.)</td>
<td>2nd October, 1856.</td>
</tr>
<tr>
<td>368.</td>
<td>Supply of forty thousand (40,000) sleepers for the line of railway between Melbourne and Williamstown.</td>
<td>William Robertson</td>
<td>Seventeen thousand five hundred and twenty-four pounds eight shillings (£17,524 8s.)</td>
<td>Approved ditto.</td>
</tr>
<tr>
<td>369.</td>
<td>Supply of fifty-six thousand (56,000) sleepers for main line of railways.</td>
<td>William Robertson</td>
<td>Twenty-six thousand one hundred and ninety-seven pounds ten shillings (£26,197 10s.)</td>
<td>Approved ditto.</td>
</tr>
<tr>
<td>370.</td>
<td>Supply of fourteen thousand (14,000) ditto.</td>
<td>Hamilton &amp; Mitchell</td>
<td>Seven thousand two hundred and eighty pounds (£7280).</td>
<td>Approved ditto.</td>
</tr>
</tbody>
</table>

For construction of 1 mile 64 chains 19 links of the Melbourne and Williamstown railway.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Amount Recommended</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thos. Miles and Co.</td>
<td>25670 9 1</td>
<td></td>
</tr>
<tr>
<td>J. N. Campbell and Co.</td>
<td>25641 9 6</td>
<td></td>
</tr>
<tr>
<td>A. Ross and Co.</td>
<td>25670 9 1</td>
<td></td>
</tr>
<tr>
<td>F. Reid and Co.</td>
<td>30194 2 2</td>
<td></td>
</tr>
<tr>
<td>Wm. Wilson</td>
<td>3064 1 9</td>
<td></td>
</tr>
<tr>
<td>J. Hopewell</td>
<td>30900 10 8</td>
<td></td>
</tr>
<tr>
<td>Jno. O'Sullivan</td>
<td>32029 13 2</td>
<td></td>
</tr>
<tr>
<td>Wm. Allen</td>
<td>26987 1 9</td>
<td></td>
</tr>
<tr>
<td>Jno. Bourne</td>
<td>22399 7 5</td>
<td></td>
</tr>
<tr>
<td>Colin Campbell</td>
<td>36366 9 6</td>
<td></td>
</tr>
<tr>
<td>Jos. Holmes</td>
<td>28583 1 1</td>
<td></td>
</tr>
<tr>
<td>Grant and McLean</td>
<td>30806 0 0</td>
<td></td>
</tr>
<tr>
<td>Geo. Sچdiers</td>
<td>28480 0 0</td>
<td></td>
</tr>
<tr>
<td>W. H. Pettit</td>
<td>3636 12 7</td>
<td></td>
</tr>
<tr>
<td>LOCAL CONTRACTS—Continued.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For what purpose Contract is required. | Number of Tenders offered and Names of Tenderers | Particulars of each Tender | Amount recommended for Acceptance | Name for Approval | Has the person recommended been a Contractor previously? | How did he fulfil his Contract? | General Remarks |
<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Providing &quot;Rolling stock&quot; of Colonial manufacture for the Melbourne and Mount Alexander Railway.</td>
<td>1. Wm. Williams</td>
<td>£12386 0 0</td>
<td>£14864 0 0</td>
<td>Wm. Grant</td>
<td>No.</td>
<td>...</td>
<td>Approved 5th November, 1856. * For portion only.</td>
</tr>
<tr>
<td>2. J. D. Morgan</td>
<td>15200 0 0</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3. Thos. J. Garrett</td>
<td>16000 0 0</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>4. Wm. Grant</td>
<td>14564 0 0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Miller and Macquistan</td>
<td>8010 0 0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Knock Chambers</td>
<td>2210 0 0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>For ballasting 3 miles, 77 chains and 38 links, of the Melbourne and Williamstown Railway.</td>
<td>1. McLure and Hinkley</td>
<td>£35940 14 0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>N.B.—The whole of these tenders were rejected for the reasons given in minute of the 18th November, 1856. See Appendix XXI.</td>
</tr>
<tr>
<td>3. John Musson</td>
<td>28947 11 0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. John Hall</td>
<td>22647 3 4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. J. and R. Campbell</td>
<td>27797 8 0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Wm. Allan</td>
<td>38148 18 0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 7. Murdoch McDonald | 28811 12 0 | | | | | | }
| 8. W. F. Brown | 26527 10 0 | | | | | | }
| 9. Grant and McLean | 23318 8 0 | | | | | | }
| 10. Ross and Co. | 27475 2 0 | | | | | | }
| 11. Geo. Scithers | 27231 19 0 | | | | | | }
| 12. W. H. Petit | 23489 0 0 | | | | | | }
| 13. Miles and Co. | 27632 5 0 | | | | | | |
LOCAL CONTRACTS (continued).—SCHEDULE A.

TENDERS FOR CONTRACT NO. 367.—FENCING 20 MILES OF RAILWAY.

For first 5 miles, H. Lascelles
For last 5 miles, Luke Chambers
For first 10 miles, John Hall
For last 10 miles, Maxwell and Gettings
For 10 miles, Arthur Thompson

For the whole Length

W. L. McKay (accepted)
Sullivan and Co.
A. Sutherland
John T. Charlton
Blake and Parker
Long and Co.

£ a. d.
3,260 5 10
3,707 0 0
4,477 17 10
9,504 10 0
14,514 10 0
9,588 10 0
11,254 4 0
11,698 10 0
12,777 8 4
14,723 8 14
16,843 16 0

SCHEDULE B.

TENDERS FOR CONTRACT NO. 368.—SUPPLY OF 40,000 RAILWAY SLEEPERS.

Bright Brothers, for 9000 to be delivered at Williamstown
McDonald and Goodyear, for 7200 to be delivered at Batman’s Hill
Waiter Fortune, for 8690 to be delivered at Footscray, and 7300 at Batman’s Hill
Turnbull Brothers, for 4720 to be delivered at 41m. 9ch. 52lbs. on the line of railway, 8690 at Footscray, and 7300 at Batman’s Hill

For the Full Quantity required.

William Robertson (accepted)
John Hall
Jos. Cocker
William Elliott
John Scott and Co., joint sleepers at 10s. and intermediate at 8s., to be delivered on the wharf at Melbourne or at Williamstown

£ a. d.
1,543 15 0
18,584 17 6
22,460 2 0
30,047 17 0
17,584 8 0
18,584 17 6
22,460 2 0
30,047 17 0

ABSTRACT OF THE TENDERS FOR THE SUPPLY OF 40,000 SLEEPERS.

<table>
<thead>
<tr>
<th>Numbers</th>
<th>Description of Sleepers</th>
<th>John Hall</th>
<th>William Robertson</th>
<th>McDonald and Goodyear</th>
<th>William Elliott</th>
<th>Turnbull Brothers</th>
<th>Bright Brothers</th>
<th>Waiter Fortune</th>
<th>Jos. Cocker</th>
<th>John Scott and Co.</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 1</td>
<td>Joint</td>
<td>12 5 7 6</td>
<td>16 6</td>
<td>9 6*</td>
<td>14 3 10 6*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. 2</td>
<td>Intermediate</td>
<td>8 9 8 0</td>
<td>16 3</td>
<td>9 6*</td>
<td>10 3 8 0*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. 3</td>
<td>Joint</td>
<td>12 5 7 6</td>
<td>16 6</td>
<td>9 6*</td>
<td>10 3 8 0*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. 4</td>
<td>Intermediate</td>
<td>8 9 8 0</td>
<td>16 3</td>
<td>9 6*</td>
<td>10 3 8 0*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. 5</td>
<td>Joint</td>
<td>12 5 7 6</td>
<td>16 6</td>
<td>9 6*</td>
<td>10 3 8 0*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. 6</td>
<td>Intermediate</td>
<td>8 9 8 0</td>
<td>16 3</td>
<td>9 6*</td>
<td>10 3 8 0*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. 7</td>
<td>Intermediate</td>
<td>8 9 8 0</td>
<td>16 3</td>
<td>9 6*</td>
<td>10 3 8 0*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Only 3200 to be of Daisy red wood.
† For the whole quantity delivered on the wharfs at Williamstown or Melbourne.
SCHEDULE C.

TENDERS FOR CONTRACTS NO. 369 AND 370.—SUPPLY OF 70,000 RAILWAY SLEEPERS.

For a Portion.

<table>
<thead>
<tr>
<th>Description of Sleepers</th>
<th>No. 1</th>
<th>No. 2</th>
<th>No. 3</th>
<th>No. 4</th>
<th>No. 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joint</td>
<td>17</td>
<td>18</td>
<td>21</td>
<td>22</td>
<td>24</td>
</tr>
<tr>
<td>Intermediate</td>
<td>12</td>
<td>15</td>
<td>14</td>
<td>17</td>
<td>12</td>
</tr>
<tr>
<td>Total</td>
<td>35</td>
<td>27</td>
<td>26</td>
<td>39</td>
<td>36</td>
</tr>
</tbody>
</table>

For the Full Quantity required.

<table>
<thead>
<tr>
<th>Description of Sleepers</th>
<th>No. 1</th>
<th>No. 2</th>
<th>No. 3</th>
<th>No. 4</th>
<th>No. 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joint</td>
<td>17</td>
<td>18</td>
<td>21</td>
<td>22</td>
<td>24</td>
</tr>
<tr>
<td>Intermediate</td>
<td>12</td>
<td>15</td>
<td>14</td>
<td>17</td>
<td>12</td>
</tr>
<tr>
<td>Total</td>
<td>35</td>
<td>27</td>
<td>26</td>
<td>39</td>
<td>36</td>
</tr>
</tbody>
</table>

*For the whole quantity delivered on the wharfs at Williamstown or Melbourne.
## APPENDIX XXIV.

### ABSTRACT OF ALL CONTRACTS FOR IMPORTED PLANT.

<table>
<thead>
<tr>
<th>For what purpose contract is required.</th>
<th>Number of Tenders offered, and Names of Tenderers.</th>
<th>Particulars of each Tender.</th>
<th>Amount recommended for Acceptance.</th>
<th>Has the person recommended been a Contractor previously?</th>
<th>How did he fulfil his Contract?</th>
<th>General Remarks.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Railway plant from England, for the Williams-town branch of the Melbourne, Mount Alexander, and Murray River Railway</td>
<td>1. P. N. Russell and Co., Sydney. 2. Meyer and Co. 3. Miles, Kingston and Co. 4. James McMeikan. 5. Briscoe and Son. 6. J. B. Tooottal. 7. Loader, James and Co. 8. Michaelis, Boyd and Co. 9. Bright Brothers and Co. 10. Dennistoun Brothers and Co. 11. J. H. Brooke and Co. 12. Callender, Caldwell and Co. 13. J. B. Wero, Kent and Co. 14. Richard Philip...</td>
<td>£3 8 per cent. 2 0 „ to £10 2 10 „ to £10 2 10 „ to £3 10s. 2 10 „ to £10 2 10 „ to £10 2 10 „ to £10 2 10 „ to £10</td>
<td>2 per cent. on bond $fe net English cost and charges, such cost to be ascertained by an officer appointed by this Government in England</td>
<td>Messrs. Dalgety, Cleve and Hammill</td>
<td>No ... ...</td>
<td>Approved 9th June, 1856. N.B.—This tender was more in accordance with the conditions upon which tenders were invited, than any other which was received.</td>
</tr>
<tr>
<td>Providing locomotives, rolling stock, &amp;c., from England, for the Melbourne and Williams-town Railway</td>
<td>1. J. B. Toolal ... 2. T. J. Garrett ... 3. T. J. Garrett ... 4. Edward De Carle ... 5. Smith, Cannon and Co. ... 6. James McMeikan ... 7. Wharton, Card and Liddle ... 8. Cleve and Dalgety ... 9. Bright Brothers and Co. ... 10. De Pass Brothers and Co...</td>
<td>£2 0 per cent. 1 10 „ 1 10 „ 1 10 „ 1 10 „ 1 10 „ 1 10 „ 1 10 „ 1 10 „ 1 10 „ 1 10 „ 1 10 „ 1 10 „ 1 10 „ 1 10 „ 1 10 „ 1 10 „ 1 10 „ 1 10 „ 1 10 „ 1 10 „ 1 10 „ 1 10 „ 1 10 „ 1 10 „ 1 10 „ 1 10 „ 1 10 „</td>
<td>£ per cent. At fixed prices</td>
<td>De Pass Brothers and Co.</td>
<td>No ... ...</td>
<td>Approved 22nd Aug., 1856.</td>
</tr>
<tr>
<td>Permanent way materials, &amp;c., for the railways between Melbourne and the Murray River, and between Geelong and Ballarat</td>
<td>1. Garrett and Co. ... 2. De Pass Brothers and Co... 3. Cleve Brothers and Co. ... 4. J. B. Tooottal ... 5. Smith, Cannon and Co. ... 6. Miles, Kingston and Co. ... 7. A. Wilson, Nayher and Co. ... 8. Boyles and Philip...</td>
<td>£2 per cent. to £3 per cent. to £4 per cent.</td>
<td>100 guineas premium 100 guineas premium 100 guineas premium 100 guineas premium 100 guineas premium</td>
<td>De Pass Brothers and Co.</td>
<td>Yes ... ... Not yet fulfilled</td>
<td>Approved 20th September, 1856.</td>
</tr>
</tbody>
</table>
### APPENDIX XXV.

**DETAILED ABSTRACT OF THE TENDERS FOR RAILWAY PLANT, RECEIVED 21ST MAY, 1856.**

<table>
<thead>
<tr>
<th>No. of Tender</th>
<th>Name of Tenderer</th>
<th>Conditions</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>L. P. N. Russell and Co., Sydney</td>
<td></td>
<td>This tender has evidently been made out previously to the promulgation of the conditions upon which tenders were called for, Messrs. Russell and Co. appear to assume that payment will be made in England through the Colonial Agent General. The per centage is to be calculated on net cost of plant at port of shipment, and includes charges for— 1. Advertising for tenders and making contracts. 2. Travelling expenses. 3. Supervising, inspecting, and shipping of goods. 4. Entering in London and Melbourne, and superintending delivery at Williamstown. 5. Effecting insurances. 6. Recovering, at expense of Government, any loss or damage by ship. From this last item it is inferred that Messrs. Russell &amp; Co. will take no risk or responsibility after the goods have been shipped. The per centage is low for all these services, if the Government are disposed to place themselves unreservedly in the hands of Messrs. Russell and Co. It appears, however, decidedly objectionable to make the contractor the sole judge of the quality and price of the work.</td>
</tr>
<tr>
<td>No. of Tender and Name of Tenderer.</td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>----</td>
<td>----</td>
<td>----</td>
</tr>
<tr>
<td>2. Meyer and Co., as agents for Messrs. Fairburn and Sons</td>
<td>£2 per cent. on net cost.</td>
<td>No commission at all on such of the articles as the trustees would desire to be manufactured by Messrs. Fairburn and Sons, such goods to be of best workmanship and material, and at lowest cost current for similar work at time in Europe. An additional ten shillings per cent. on gross amount of invoice for superintending shipping and insurance.</td>
<td>By Messrs. Fairburn, as agents for the trustees, either by public tender or private contract, as the trustees may direct.</td>
</tr>
<tr>
<td>3. Miles, Kington and Co.</td>
<td>£1 10s. per cent. on gross amount of invoice if paid in cash at time of execution of order. £4 per cent. If paid in debentures, said debentures to be sold upon the usual terms on account and risk of Government. These are merely commissions on purchase, &quot;to be exclusive of all other outlay whatsoever.&quot;</td>
<td>By Miles, Kington and Co., of Bristol (in conjunction with agents appointed by the trustees), who will use every possible exertion to obtain lowest rates of freight and insurance and customary trade discounts for benefit of trustees.</td>
<td>No provision in this respect</td>
</tr>
<tr>
<td>No. of Tender and Name of Tenderer</td>
<td>1</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>-----------------------------------</td>
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<tr>
<td></td>
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</tr>
<tr>
<td>4. James McMeikan</td>
<td>£2 per cent.</td>
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</tr>
<tr>
<td>5. Briscoe and Son</td>
<td>£2 10s. per cent. on rails, chairs, and water-pipes</td>
<td></td>
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<td></td>
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</tbody>
</table>

**Remarks.**

It is believed that Mr. McMeikan means such an amplification of the conditions as would secure him against the penalty in case of unavoidable accidents and delays. He encloses a letter showing that he has had large experience in the iron trade.
<table>
<thead>
<tr>
<th>No. of Tender and Name of Tenderer</th>
<th>Conditions.</th>
<th>Remark.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>By Mr. Tootal, and ascertained by the chairman of any English trunk line, or by a person nominated directly by the Government.</td>
<td>Agent nominated by the Government, to approve or reject on premises of producer, such rejection to be only for non-compliance as to quality and particulars of articles, not upon method, plan, or adaptability.</td>
<td>No provision in this regard.</td>
</tr>
<tr>
<td>7. Loader, James and Co.</td>
<td>£3 15s. per cent. on gross outlay passing through their hands.</td>
<td>Mode of Payment.</td>
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<td>By tender, Loader, James and Co. acting as agents of the trustees</td>
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<td>By Loader, James and Co. as agents of the trustees; and as regards the bridge, by an engineer appointed by the Government.</td>
<td>Agree to this condition</td>
<td>5° per cent. on approval of engineer; 45 per cent. on proof of shipment; 5 per cent. two months after arrival and approval of each shipment in port of Melbourne.</td>
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<td>Cannot agree to time, but will use every possible exertion.</td>
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<td>Remarks.</td>
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<td>Affords certain information regarding his connections in England, who have had great experience in railways since 1830, and states that this experience would be available to the tenderer. He urges that his connection with this port would give him the control of freight at a low figure.</td>
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<td>Refers to Joseph Wright, jun., of Saltley Works, Birmingham, and with regard to the bridge to Sir Charles Fox, of Fox, Henderson and Co. Mr. Loader has had considerable experience in England in such matters.</td>
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### DETAILED ABSTRACT, &c.—continued.

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<thead>
<tr>
<th>No. of Tender and Name of Tenderer</th>
<th>1</th>
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<th>Remarks</th>
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<td><strong>8. Michaels, Boyd and Co.</strong></td>
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<td>At the fixed rates which were current in England in February last</td>
<td>To be further arranged for or against the trustees, in proportion to the change in labor and materials which has taken place since February. If no re-arrangement should be found necessary, would be bound by schedule of prices attached. English agent appointed by trustees to certify upon these points.</td>
<td>Agree that this should be done prior to shipment by the agent of the trustees.</td>
<td>No provision in this respect. Breakage to be at the risk of the trustees.</td>
<td>Three-fourths in England on shipment; one-fourth in the colony, on delivery, with current rate of exchange on London.</td>
<td>No provisions in these respects, except that Mr. Boyd, who proceeds to England in the Kent, would render every assistance in his power for the proper execution of the order.</td>
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<td><strong>9. Bright, Brothers and Co.</strong></td>
<td>£2 per cent. on amount of invoice and charges, except insurance, on which they will not charge any commission. All trade discounts and concessions allowed to trustees.</td>
<td>By Gibbs, Bright and Co., of Liverpool, subject to the consent of an agent appointed by the trustees.</td>
<td>Agree to this ...</td>
<td>Agree to this ...</td>
<td>Two-thirds on production of bill of lading and certificate of agent; one-third and charges on delivery, with interest at 8 per cent, per annum, from cash date in England to date of settlement.</td>
<td>No provision in these respects. Does &quot;provide tonnage&quot; mean that ships shall be despatched, or the goods merely placed on board? The rate of freight is objectionable. The average freight which has been paid by the Commissioners of Sewerage and Water Supply has not, it is believed, exceeded 40s. per ton.</td>
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<tr>
<td>No. of Tender and Name of Tenderer</td>
<td>Conditions</td>
<td>Remarks</td>
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<td>10. Dennis-toun Brothers and Co.</td>
<td>£1 10s. on English cost, freight, insurance, and other charges. Messrs. Dennis-toun, Cross, and Co. to be paid such an amount for attending to ensuring as will cover cost and all charges. Interest to be charged on payments here for freight, lighterage, &amp;c. Interest to be charged on all payments on the other side. All discounts from manufacturers to be credited on invoice.</td>
<td>Agree to this ... Desire that the approval of the English agent shall be a complete conces-sion of Messrs. Dennis-toun, Cross and Co. and the tenderers, from all liability as to quality, description, &amp;c. Will not be held liable for any damage sustained either by land or sea carriage.</td>
<td>Cannot undertake to complete shipment within any fixed period, but will guarantee that the greatest despatch shall be used.</td>
<td>See note in preceding column</td>
<td>No reference to this. It will be observed that, in addition to the 1½ per cent., interest is to be charged at several stages of the contract. Will attend to the landing of the goods either at the Wharf, Williamstown, or elsewhere.</td>
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<td>11. J. H. Brooke, and Co.</td>
<td>£1 10s. per cent on all payments, with a monthly account current.</td>
<td>Agree to this, but certificate to be final and binding.</td>
<td>Payment through Baring Brothers and Co., whose position is considered a guarantee for prompt and proper execution of contract.</td>
<td>No mention of these points</td>
<td>It does not appear how the mere act of &quot;transmitting the order,&quot; and &quot;making all payments through Messrs. Baring Brothers and Co.,&quot; affords any guarantee for the &quot;prompt and proper execution of the contract.&quot;</td>
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## DETAILED ABSTRACT, &c.—continued.

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<thead>
<tr>
<th>No. of Tender and Name of Tenderer</th>
<th>Per Centage on English Cost</th>
<th>Mode of ascertaining English Cost</th>
<th>English Agent to certify to the quality of the Goods</th>
<th>Government Officer here to certify after arrival of Goods</th>
<th>Mode of Payment</th>
<th>Time of completing Contract</th>
<th>Penalty for Breach of Contract as regards Time</th>
<th>Security</th>
<th>Remarks</th>
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<tr>
<td>12. Callender, Caldwell and Co.</td>
<td>£2 10s. per cent.</td>
<td>By Town Engineer of Liverpool, or such other person as the Government may appoint</td>
<td>Infor that they agree to this</td>
<td>Messrs. Cowan and Co. to draw on Government at thirty or sixty days, with English discount added, such drafts to be accompanied by bills of lading and policy of insurance; or would leave one fourth payable in colony thirty days after landing of goods, on the same terms as to discount allowance</td>
<td>Agree to this, if not held liable for shipwreck, or delays which no human foresight could prevent</td>
<td>Agree to this, if protected from strikes of workmen or other such unforeseen circumstances</td>
<td>Agree to this</td>
<td>The responsibility of the tenderers and their friends in England is well known, but the mode which they propose for ascertaining the English cost affords no sufficient guarantee that it will be the bona fide English cost.</td>
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<td>13. J.B.Were, Kent and Co.</td>
<td>£2 per cent. Interest and exchange to be at current rates of the day</td>
<td>By Messrs. Rawson, Sons and Co., London, Rawson and Co., Manchester, Rawson and Co., Liverpool, who will ascertain average cost</td>
<td>Agree to this</td>
<td>Government Agent to inspect within specified time</td>
<td>Payment of first cost in England, upon production of certificate referred to in conditions 2 and 3. Freight, &amp;c., payable here on delivery of goods, in accordance with condition 4</td>
<td>Agree to this</td>
<td>Agree to this</td>
<td>Agree to this</td>
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<td>14. Richard Philpott, by his Attorney, William Philpott</td>
<td>£1 10s. percent. Allow usual discount</td>
<td>Tenderer will advertise in England for the articles required, also for shipping, as the agent of the Government</td>
<td>Agrees to this</td>
<td>Seems to think approval here unnecessary</td>
<td>Payment by Colonial Agent as goods are shipped and bills of lading produced to him</td>
<td>Cannot agree to this, but proposes instead thereof the shortest time consistent with possibility of proper performance of contract. Will give his undivided attention to contract</td>
<td>See note in preceding column</td>
<td>Agrees to this, both in England and the Colony</td>
<td>Encloses letters from Messrs. Ebden, Sladen, Matheson, and Henry Miller, in testimony of his integrity, &amp;c., &amp;c.</td>
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<td>15. Dulgety, Cleve Brothers and Co., and Wm. Hammond and Co.</td>
<td>£2 per cent, on net cost and bond; side expenses incurred</td>
<td>By an agent appointed by Government</td>
<td>Agree to this</td>
<td>Agree to this, except as regards perils of the sea</td>
<td>Believe it would be more beneficial for Government to pay in England, but would agree to accept three-fourths in London, one-fourth in the colony, which would, of course, be liable to exchange and interest</td>
<td>Agree to this, except in so far as accidents of the sea and unavoidable contingencies. Would use due diligence. Suggest that the agent of Government should mention this point in his certificate</td>
<td>Agree to this</td>
<td>Agree to this</td>
<td>The tenderers state that if Government should not like this combined form of tender, which has been given to inspire confidence, each firm is prepared to take the contract upon the terms here set forth. This tender is certainly more in accordance with the conditions than any other, and it presents a <em>modus operandi</em> by which the per centage cannot be indirectly increased, with the checks which the Government will impose. The responsibility of the tenderers is undoubted.</td>
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Melbourne, 22nd May, 1856. 

RICHARD WOOLLEY, Secretary.
ARTICLES OF AGREEMENT FOR LOCAL CONTRACTS.

ARTICLES of AGREEMENT indented made and entered into this day of
One thousand eight hundred and fifty
Between

(who is hereinafter called the contractor), of
the one part, and Charles Pastie, Esquire, Commissioner of Public Works, and Andrew
Clarke, Esquire, Surveyor General, Trustees for the time being, by virtue of their respective
offices, for and on behalf of the Government of Victoria (who are hereinafter called the Trustees),
of the other part.

Whereas the said trustees, acting under the authorities vested in them in that behalf, have determined
that the several works hereinafter mentioned shall be made and executed according to the specification and
drawings applicable to

and whereas the Chief Engineer has prepared a specification and drawings of various works intended to be executed on the
railway, between

And whereas the said contractor has proposed to contract with the said trustees to execute the whole of the
works described or delineated in said specification and drawings according to such specification and drawings,
to the satisfaction of the Chief Engineer for the time being nominated by the said trustees, and to use the
best materials of every quality for every species of work, with power of them, during the progress of the
work being to reject all or any of the said materials which shall not be of the best quality; and the said contractor
is also willing to take down and remove all imperfect workmanship, and further to execute the same works
within the period hereinafter limited. And whereas a copy of the specification of the said works is or are intended to be
be done by the said contractor is hereunder written in the first schedule hereto, and a copy of the tender
made by him in respect thereof, with the schedule of prices referred to in such tender, is hereunder written
in the second schedule hereto, and copies of the drawings applicable to this contract are enumerated in the specification, and all the said drawings have or are intended to be signed by the said contractor and by the Chief Engineer, and copies of all the drawings, and also of those presents, are intended to be deposited with the Secretary of the Railway Department, to the
to the said contractor may from time to time have reasonable access thereto. And whereas the said trustees have agreed, on behalf of the Government of Victoria, that the payments hereinafter referred to shall be paid to the said contractor, subject to the conditions hereinafter mentioned. And whereas it has
been agreed that the due performance of this contract in all respects, according to the stipulations herein
referred to on the part of the said contractor, shall be further secured by the joint and several bond and
obligation of the said contractor and of

Esquires, as sureties of the said contractor, in the penal sum of

Now this Indenture witnesseth, that the said parties hereto mutually covenant and agree, and especially the
said contractor, in consideration of the payments to be made, and also in consideration of the covenants
hereinafter contained on the part of the said trustees, doth hereby for himself, his heirs, executors, and
administrators, covenant and agree with the said trustees, their executors and administrators, in manner
following (that is to say):

1. That the said contractor shall and will, to the satisfaction of the said Chief Engineer for the time
being, dig, work, and excavate the several cuttings, and raise, erect, and construct the several embankments
that may be necessary for making and completing the said line of railway, such completion to be certified as
hereinafter provided, from

a distance of

miles and

chains or thereabouts, in the manner, according to the proportions
and in every respect in accordance with the scale set forth and delineated in the maps or plans thereof,
marked

and the several specifications thereof marked

and respectively signed by the said contractor and the Chief Engineer

and shall, save as hereinafter is mentioned, find and provide all materials whatsoever necessary for the making
of and completing the said cuttings and embankments, and also shall and will finish and complete the same
by the chief engineer or the person or persons whose work shall be approved as or are intended to be signed by
the said contractor, shall

2. That the said contractor shall and will find all the necessary labor, horses, cartage, stones, bricks,
scaffolding, timber, engines, tools, wagons, carts, barrows, planks, boring tools, blasting powder, pumps,
picks, spades, crowbars, and every other tool, implement, and material requisite for carrying on the works
under this contract, and set forth and delineated on the said plans and specifications, and estimates, and keep
the same respectively in thorough repair until the full completion of this contract.

3. That the said contractor shall and will and he doth hereby guarantee to the said trustees the
stability of all and every the said railway works, cuttings and embankments, tunnels, bridges, drains,
ditches, culverts, earthworks, piling, brickwork, masonry, and other materials which shall be executed by him
under this contract, and will take upon himself and bear all the risk of accidents happening or occurring to
the said railways, or any of them, and any of the said cuttings and embankments and works, or any of them, during the
same and until the final and full completion thereof, respectively, and the certificate of the Engineer in Chief
of the said trustees in writing of such completion shall be granted, and will indemnify the said trustees from
and against any loss or damage, or any injury or damage, or any injury done or committed, either directly or indirectly, by him the said contractor, or any of his agents, servants, or workmen, to any buildings or ground in the neighborhood of or adjacent
to the works under this contract, and shall and will at all times pay and make to the person or persons who may sustain such loss or damage, immediately on demand being made for that purpose, reasonable compen-
nated for the same. And the said contractor doth hereby expressly covenant and declare that he shall be
lawful for the said trustees to deduct and retain, out of any moneys which may be owing to and
owing from the said trustees under or by virtue of this contract, the amount payable and liable to be paid by
the said contractor for all such loss, costs, damages, and expenses, or other compensation, as is
mentioned.
4. That the said contractor shall and will, during the making, executing, and completing of the said
railway works, cuttings, embankments, earthwork, piling, brickwork, masonry, and other
works hereby covenanted to be performed, on or before the
One thousand eight hundred and
Provided, nevertheless, that if the said contractor shall be delayed or impeded in the completion of the
said railway works, by reason of his not being placed in possession of the land or ground wherein the said works
are to be made and completed as aforesaid, or if the said contractor shall be delayed in the execution and
completion of the said works at the times or in the manner and manner prescribed by the
said contractor shall be allowed such further time for the completion of the said works as the
Engineer in Chief of the said trustees shall think fit to direct. Provided also, that the said contractor shall not have or
possess any claim or demand whatsoever against the said trustees for any compensation whatsoever on account
of any such sum or sums of money that shall be so payable or recoverable, or be recovered or awarded, and to charge the said
contractor with the amount of the sum or sums of money so paid as so much money paid to him under or in
respect of the said contract for the said railway works, cuttings, embankments, tunnels, bridges, drains, ditches, culverts,
earthwork, piling, brickwork, masonry, and other works hereby covenanted to be performed under the direction and
superintendence of the Engineer in Chief of the said trustees or the inspector or other officer for the time
being appointed by the said trustees, whose judgment as to the manner in which the said railway works, cuttings, embankments,
earthwork, piling, brickwork, masonry, and other works shall be performed in such railway works, shall be
lawful and competent for the said trustees to deduct and retain, out of any moneys which may have
reference to or upon the said railway, or to the works contracted to be

One thousand eight hundred and
shall the contractor have any claim on the trustees for any expenses incurred in removing buildings, walls, fences, trees, stumps, rubbish, or any other matter or thing, but shall remove the same at his own expense, and shall purchase a fair valuation from the trustees such of the same as he makes use of therein or otherwise.

9. That the said contractor shall and will execute and perform all the said works hereby contracted for, in all cases where the same have been or may be completed or performed in accordance with the general terms and conditions of the several plans, sections, or drawings, hereinafter referred to, notwithstanding any discrepancies of plans, subsidencies of the subsell, embankments or other works.

10. That the drawings and specifications shall be the controlling rules to explain the said contract, and if in the execution of the work it shall be found that anything has been omitted or mis-stated either in the drawings or specification which is necessary for the proper performance and completion of any part or parts of the work, the said contractor shall at his own expense execute the same, or make such alterations and additions as may be necessary, and provide whatever may be necessary to complete the whole in the best and most workmanlike manner, according to the true intent of the said specification.

11. That the said contractor shall be set forth in figures upon the said several plans, sections, or drawings, hereinafter referred to, and shall be so set forth in the said specifications or estimates, such dimensions and descriptions as shall be in preference to the admeasurements by the scales, and the drawings to a larger scale shall be taken in preference to those to a smaller scale, and anything said in either the drawings or specification shall be equally binding on the contractor as if it were contained in both, and the said contractor shall and will execute the several parts of the said works in compliance with such working or detailed drawings, sections, or plans as he may be directed by the said trustees, without making or being entitled to receive any extra charges for the same, provided they are such as not to vary essentially from the true intent and meaning of this contract, of which the Engineer in Chief shall be the sole judge.

12. That when the dimensions shall be set forth in figures upon the said several plans, sections, or drawings, hereinafter referred to, and shall be so set forth in the said specifications or estimates, such dimensions and descriptions as shall be in preference to the admeasurements by the scales, and the drawings to a larger scale shall be taken in preference to those to a smaller scale, and anything said in either the drawings or specification shall be equally binding on the contractor as if it were contained in both, and the said contractor shall and will execute the several parts of the said works in compliance with such working or detailed drawings, sections, or plans as he may be directed by the said trustees, without making or being entitled to receive any extra charges for the same, provided they are such as not to vary essentially from the true intent and meaning of this contract, of which the Engineer in Chief shall be the sole judge.

13. That when the dimensions shall be set forth in figures upon the said several plans, sections, or drawings, hereinafter referred to, and shall be so set forth in the said specifications or estimates, such dimensions and descriptions as shall be in preference to the admeasurements by the scales, and the drawings to a larger scale shall be taken in preference to those to a smaller scale, and anything said in either the drawings or specification shall be equally binding on the contractor as if it were contained in both, and the said contractor shall and will execute the several parts of the said works in compliance with such working or detailed drawings, sections, or plans as he may be directed by the said trustees, without making or being entitled to receive any extra charges for the same, provided they are such as not to vary essentially from the true intent and meaning of this contract, of which the Engineer in Chief shall be the sole judge.
18. That the said contractor shall not nor will, on any pretence whatsoever, either directly or indirectly, open or keep open, or allow any person or persons in his employ or under his control, to open or keep open on the said works, or on any part thereof, any public-house, or any provision or other store or shop, nor give or allow any person in his employ to work, listen to, or procure any tickets to a sale of all or any interest in the said works, or part of or any interest in the said works, or any person or persons, nor shall he, directly or indirectly, compel any of his workmen to deal with any person or persons in particular, but shall and will pay the wages of all the men whom he shall or may employ once in every week and not in any way or manner, by any boarding or lodging-house, or any house.

19. That in case any complaint may be made or reported to the trustees or to the chief engineer, of any delay, omission or default, in the payment of any sub-contractor or of any of the foremen or workmen, or if any defect in the mode of conducting such payments, by which the progress of the works may be delayed, it shall and will be lawful for the trustees, if they shall think fit, from time to time to require the contractor such other mode of payment as they may consider proper to meet the exigencies of the case.

20. That the said contractor shall not permit any of the said works to be done or constructed on any Sunday.

21. That the said contractor shall make the necessary divisions of streams during the construction of culverts and bridges, so as not to occasion any obstruction to the free passage of the water.

22. That where in the execution of the works, any part of any roadway or bridge, either public or private, shall be gone across, cut through, raised or sunk, or taken so as to be rendered impassable or for dangerous to passengers or vehicles, or persons entitled to the use thereof, the said contractor shall cause a sufficient roadway or bridge to be made instead thereof respectively, and shall maintain the same respectively in good condition; and if the former roadway or bridge cannot, in the opinion of the chief engineer, be restored consistently with the use of the said works, the said contractor shall at his own expense cause such substituted roadway or bridge to be put into a permanently substantial condition equally convenient with such former roadway or bridge, or as nearly thereto as may be, and if it be the opinion of the chief engineer that the same respectively can be restored, the contractor shall, at his own expense, make such restoration, and every such substituted roadway or bridge to be put into such condition as to be paid, or as the engineer shall direct, whereby the stipulations and agreements relative to the crossing of roads and highways, provided for in any act in that behalf now in force, or which shall come into operation during the progress of the said works, and to the safety of passengers or vehicles, or otherwise passing across or under any road or path, the said contractor shall use all necessary means and precautions to avoid injuring or improperly interfering with the same, and shall save harmless and indemnify the said trustees from all losses, damages, expenses, claims and demands on account thereof.

23. That the said contractor shall not, nor shall he, or any person in his employ or under his control, or any workman, or horse, or engine, as the said contractor shall use all necessary means and precautions to avoid injuring or improperly interfering with the same, and shall save harmless and indemnify the said trustees from all losses, damages, expenses, claims and demands on account thereof.

24. That the said contractor shall and will during the construction of the said works, and until the same shall be transferred to the trustees, on the completion of the contract, provide, at his own expense, proper attendance on the public roads crossed on the level, and pay all watchmen and police specially appointed to do duty on the said works.

25. That the said contractor shall and will, during such period as aforesaid, use his best endeavors and take all necessary precautions to prevent any riotous or unlawful behaviour amongst the laborers and others employed on the said works, and for the preservation of the peace and protection of the inhabitants, and security of property in the neighborhood of the works, and the said chief engineer or other officer nominated by the said trustees shall be at liberty to order the discharge of any workman for misconduct or incendiary propensity.

26. That all materials, engines, tools, implements and plant, brought or left by, or by the order, or on account of the said contractor, on or near to the site of any of the works, for the purpose of being employed in or about the same, or such of them as shall not be returned or removed, as hereinafter provided, shall from the time of their being so brought and left as aforesaid, become and be considered as the property of or in the use of the said contractor, subject to the purposes of the works for which they shall be so brought and left, and to the said contractor, and to use the said materials and other materials of the contractor's in the execution of the said works.

27. That the chief or the superintending engineer shall consider the number of workmen, horses, engines, implements and plant, or other materials, respectively employed or provided by the said contractor, to be insufficient for the due progress thereof, then in every such case it shall be lawful for such engineer to require in writing, the contractor to provide within a reasonable period, to be stated in the requisition, such additional workmen, horses, engines, plant, or other materials, as the said engineer shall think necessary, and in case the said contractor shall not, within such period, comply with such requisition, then it shall be lawful for the said contractor to be discharged from the said contract at the cost of the contractor, and to the said contractor shall be paid all wages, and to purchase and to provide such additional horses, engines, implements, plant and materials, at such prices and upon such terms as the said contractor shall consider the number of workmen, horses, engines, implements and plant, or other materials of the contractor's in the execution of the said works.

28. That in case the said contractor shall be declared bankrupt or insolvent, or shall assign his property for the benefit of his creditors, then and in any of the said cases it shall be lawful for such trustees, if they shall think proper, by writing under their hands, delivered to the said contractor, or left at his usual or last known residence, or at any store or office of the said contractor, that if the said contractor shall have been previously paid to the said contractor, on account of the works executed, shall be deemed to be the full value thereof, and shall be taken by him, his executors, administrators or assigns, in full payment and proceeds of such payment, in respect of the said works, and in respect of every article of engines, implements, plant, and of materials of all kinds, shall remain the property of the trustees, and may be used by them or their agents in the completion of the said works, or disposed of absolutely, as they shall think fit.
it shall and may be lawful for the Engineer in Chief of the said trustees either to pursue the remedy, if any, provided herein for such breach, or to estimate and assess the damage and loss that may have arisen or occurred, or be likely to arise or occur to the said trustees thereby, and the sum so estimated by him for such damage or loss shall be paid and borne by the said contractor, or be deducted from the money that may be due and owing to the said contractor for any works under this contract.

30. And this indenture further witnesseth that the said parties hereto mutually covenant and agree, and especially the said trustees, in consideration of the premises and of the covenants herein contained, on the part of the said contractor, do hereby covenant and agree with the said contractor, his executors, and administrators, in manner following, that is to say, that they the said trustees, shall and will pay to the said contractor, forthwith, until the completion of the several works under this contract, such sum of money as shall be declared by the certificate, in writing, signed by the chief engineer or other authorised officer of the said trustees, to be due to the said contractor, for works executed under this contract, the said trustees nevertheless retaining and retaining in their hands per centum of such certified value of executed works, for which retention no interest shall be paid, and it shall be obligatory upon the said chief engineer or other authorised officer, as aforesaid, if required by the said contractor, his executors or administrators, in manner hereafter mentioned, either to give such certificate as is hereinafter provided, or to state in writing his reasons for not so doing, in lieu of a certificate, and the said trustees shall and will pay the balance which may remain due to the said contractor, his executors or administrators, on completion by him or them of the said works, within one calendar month next after the said engineer shall have certified, in writing, under his hand, that the same are fully completed, and that such balance is due to the said contractor, his executors or administrators. Provided nevertheless, that no works hereby contracted to be executed, or any part thereof, shall be deemed to have been executed, nor shall the said contractor, his executors or administrators, be entitled to any payment in respect thereof, unless the same shall have been executed to the satisfaction of the chief engineer, or other authorised officer for the time being of the said trustees, and shall have been certified by him to have been so executed, and from time to time within one week after notice shall have been given by the said contractor, his executors or administrators, to the said chief engineer, or other officer as aforesaid, or to the said trustees, at the office of the Railway Board, the said chief engineer or other officer as aforesaid, shall examine the works alleged to have been executed by the said contractor, pursuant to this contract, subsequently to the last preceding examination, and shall, unless some reasonable cause for withholding the same shall be assigned, certify to the said trustees such works as he shall find to have been duly executed, specifying the value of all contract works and extra works, if any, done during the respective periods of time specified in such certificate, the prices of the same respectively to be taken from the prices contained in the schedule hereunder written, or hereunto annexed. Provided that in case any dispute or difference shall arise between the said trustees and the said contractor, in respect of all, any, or either of the several clauses and conditions herein contained, or the construction or interpretation of the schedule hereunder written, or of any clause or condition contained in the said specifications, or in relation to any of the plans, drawings, specifications, or estimates, hereunto referred to, or of any matter or thing in connection therewith respectively, the same shall, if not otherwise provided for, under and by virtue of some or one of the clauses of these presents, be settled and determined by the award of two arbitrators, one to be named by the said contractor, and the other by the said trustees, or on the neglect of either party to name an arbitrator within one week after being thereto required so to do by the other party, then by two persons to be named by such other party, and of an umpire to be named by such arbitrators in writing before they shall enter on the disputes or differences and matters so to be referred to them, or any of them, so that the reference be made within ten days after the appointment thereof, and the award of the said arbitrators or umpire, or any two of them, shall be made within ten days after the appointment of such arbitrators, and the said award when so made shall be binding on all the said parties, and shall be made a rule of the Supreme Court of this Colony if it shall be thought fit. And the arbitrators and umpire shall have power to examine witnesses, including the parties hereto, on oath, and to call for all documents and papers relating to the disputes or differences and matters referred to them, and the costs and expenses attending and incidental to the said reference, shall be borne and paid by such parties, and in such manner as shall be ordered and directed in and by such award. And that no action or suit shall be brought by or against any party to these presents in respect of any matter in dispute or difference, the settlement of which is not herein otherwise provided for, or by such persons or on the neglect of such persons or parties to be referred to as aforesaid, within the period of time hereinbefore specified for that purpose, or the time for making the award under such reference shall have expired without such award having been duly made.

In witness whereof the said parties to these presents have hereunto set and put their hands and seals the day and year first above written.
APPENDIX XXVII.

ARTICLES OF AGREEMENT FOR CONTRACTS FOR IMPORTED PLANT.

ARTICLES or AGREEMENT made and entered into the day of

in the year of our Lord, One thousand eight hundred and fifty-six, between

and

of

hereinafter designated "Contractors" of the one part, and Charles

Pasley, Esquire, the present Commissioner of Public Works, and Andrew Clarke, Esquire, the present Surveyor General of Victoria, the trustees on the behalf and for the use and benefit of the Government of Victoria, and hereinafter designated "Trustees" of the other part.

Whereas the said trustees advertised in the public papers on the last for the supply to them of unopened.

proposed railways, aforesaid and such contractors, or their

several contractors, or

ation of the premises in accordance in the time required, in writing, by such trustees or their secretary or agent for the time being of the said trust

to such inspecting officer the whole of the tenders which shall or may be received for the delivery to them of the

es, according to the particulars of the same set forth as hereinafter mentioned; and shall and will deliver the whole of the same to such trustees on or before the
day of which shall be in the year One thousand eight hundred and fifty, at Melbourne, Williamstown, or Sandridge, as they shall be thereunto required, in writing, by such trustees or their secretary or agent for the time being in the same manner, and in the like good order and condition as the same were respectively in when shipped on board any ship or vessel to be exported to the said Colony of Victoria as mentioned in the fifth clause, the perils of the seas and all risks covered by any policy of insurance only excepted.

That they the said contractors shall and will purchase the whole of the said several articles before mentioned as are set forth and described in the said schedule hereunder written, and in accordance with the several plans and specifications as aforesaid and such purchase shall be made by tender under advertisements inserted in such newspaper or newspapers in England or Scotland, or both, to such extent and in such manner as the inspecting officer for the time being of the said trustees in England shall direct, and shall and will deliver or cause to be delivered to such inspecting officer the whole of the tenders which shall or may be received under such advertisements unopened.

That as soon as such inspecting officer shall give notice in writing to any one member of the firm or company of contractors, or any particular tender or tenders under such advertisements as aforesaid is or are accepted, the said contractors or their agents or correspondents shall and will immediately thereafter enter into and complete a contract or contracts with the party or parties whose tender may be so accepted for the delivery to them of the several articles mentioned or described in such tenders.

That it shall be lawful for the inspecting officer in Great Britain, appointed by or by the authority of the Government of Victoria, or his deputy, to inspect such several articles which shall be so tendered and contracted for at such time or times as he shall think fit, as and when such articles shall be in the course or progress of manufacture or construction, and that they the said contractors or their agents or correspondents in England shall and will from time to time as soon as such several articles so tendered and contracted for shall be delivered or be ready for delivery to them, give notice in writing to such inspecting officer that the same are ready for final inspection and examination, in order that such inspecting officer or his deputy may examine the same and be satisfied that such several articles are strictly in accordance in every respect with the requisitions contained in the said several plans and specifications thereof respectively.

That immediately upon and after receiving the certificate in writing of the said inspecting officer, that the said several articles are strictly in accordance in every respect with the requisitions contained in the said several plans and specifications, they, the said contractors, or their agents or correspondents in England, shall and will cause the whole of the several articles, which in such certificate shall be expressed to be approved of by such inspecting officer, to be shipped at the then current rate of freight of goods of that or a similar description on board some good and seaworthy ship bound direct from the most eligible and convenient port in England or Scotland to Hobson's Bay in the port of Melbourne, and upon their being so shipped shall and will deliver to the Colonial Agent General, acting for and on the behalf of the said trustees in England, and to their inspecting officer in England and each of them a bill of lading of the said several articles which shall from time to time be so shipped, and by the then first following post, forward also another bill of lading thereof to the said trustees, and immediately before or upon such shipment being made, shall and will insure the articles so shipped in some respectable marine insurance office, or with some underwriters, in the name of the Colonial Agent General, acting for and on behalf of the said trustees in England, to the full amount of the English cost price thereof and all charges thereon.

That they, the said contractors, shall and will pay the whole of the cost price of the several articles purchased and supplied by them to the said trustees under this contract, together with the costs and charges of the shipper, carriers, exporters, importers, and all expenses necessarily incurred by them in connection with and in carrying out and fulfilling the terms of this contract, together also with the expenses of discharging and delivering the same to the said trustees in the said Colony of Victoria, and inme-
diately upon the shipment of each separate quantity of articles under this contract, shall and will deliver to the said Colonial Agent General in England, with the bill of lading, a true and correct statement in triplicate of the moneys which shall have been so paid and expended by them, the said contractors in England, for or on the behalf of the said trustees, together with the receipts and vouchers under the hand of the said inspecting officer for the time being of the said trustees, that the same is and are correct. And also shall and will deliver to the said trustees at Melbourne immediately upon the discharge or delivery to them of such separate shipments or quantities of articles under this contract, a true, correct statement in triplicate of the moneys which shall have been so paid by them, the said contractors, at Melbourne, for or on the behalf of the said trustees, together with the receipts and vouchers for such payments.

2. That the said contractors, shall not well and duly deliver to the said trustees the whole of the said several articles named under this contract on or before the day of

One thousand eight hundred and fifty,

One thousand eight hundred and fifty-five, upon the shipment of each separate quantity of articles under this contract, except only as hereinafter provided: And the said Charles Pasley and Andrew Clarke, as such trustees on the behalf and for the use of the Government of Victoria in respect of railways, do hereby covenant, promise, and agree with the said contractors in manner following (that is to say):-

1. That they and other the trustees for the time being of railways in the Colony of Victoria shall and will duly appoint, or cause to be appointed, and continue from time to time, some person or persons in England as their inspecting officer or inspecting officers in connection with carrying out the provisions of this contract, and during the continuance hereof: And that such inspecting officer shall and will from time to time, upon being requested in writing by the said contractors or their agents or correspondents in England so to do, duly examine and inspect the various articles which under this contract shall from time to time be ready for shipment to the Colony of Victoria.

2. That the said Agent General, acting on the behalf of the said trustees in England, shall and will from time to time, upon receiving from the said contractors or their agents or correspondents in England a true and correct statement, as before mentioned, of the moneys laid out and expended by them under this contract, in respect of each separate contract, with receipts and vouchers for the same, together with such shipments, with receipts and vouchers for the same, together with the inspecting officer for the time being of the said trustees in England, as hereinbefore mentioned, and veryfying the same, pay to the agents or correspondents for the time being of the said contractors in England a sum equal to seventy-five pounds per cent. upon the whole amount of the payments contained in such statement. And also that they, the said trustees, shall and will, upon receiving delivery of each separate shipment of goods under this contract, together with a true and correct statement, as before mentioned, of the moneys laid out and expended by them at Melbourne under this contract, with receipts and vouchers for the same, pay to the said contractors or their agents in Melbourne the costs and expenses attending the discharging and delivery of the various articles and goods and incidental thereto.

The several articles of the said several kinds or goods which shall be required by the said trustees under this contract shall be duly shipped by the said contractors or their agents or correspondents on board any ship or vessel, as in the manner expressed in and required by the hereinafore with respect of every separate contract, for and in respect of the time of being of the said trustees in England, a true and correct statement in triplicate of the moneys spent and expended by them, the said contractors, in England, the inspecting officers in connection with carrying out the provisions of this contract, and in every respect in the manner required by the said trustees, and that the said Agent General in England shall and will pay to the agents or correspondents of the said contractors in England the remaining sum of twenty-five pounds per cent. upon the whole amount of the payments which shall have been made by the said contractors or their agents or correspondents in England under or in respect of this contract, and as shall be included or appear from time to time in the statements hereby required to be given upon each and every shipment of articles or goods.

The whole of the several articles or goods which shall be required by the said trustees under this contract shall be duly delivered to them, under the terms and conditions of these presents, the said agents and correspondents of the said contractors under the contract of the whole of the said articles and goods, which amount is to represent the bond fide net cost of the articles and goods purchased and delivered, and the actual charges of freight, insurance, lightage, and cartage, and other arisings and incidental expenses in England and Victoria, mutually covenanted and agreed, by and between the said parties hereto, that in case any ship or vessel in or upon which any articles or goods under this contract may be shipped for transmission from Great Britain to the Colony of Victoria, the values of the goods so shipped, and the voyage, or any act, bar, hindrance, or damage consequent on or arising from such loss, provided such articles or goods shall have been shipped in a ship or vessel subject only to the ordinary rates of insurance, and the value or amount of the goods shall have been expressed in the invoice or document of title, either at home or abroad, or in England, or in Victoria, which the said contractors shall have caused to be made, so that the insurers or their agents or correspondents in Victoria shall be indemnified for the value of such goods; and that the said trustees hereby agree and covenant that they shall not at any time or place in England, or Victoria, hinder the said contractors in the performance of any such contract, or any act or thing done under or in respect of this contract, or on the part of the said contractors, their agents or correspondents, or in respect of any such losses or damages as aforesaid.

To. In witness hereof, the said contractors in English, in the presence of the said Agent General, in said Victoria, have set and put their hands and seals, the day and year first before written.

Schackle referred to.

Signed, sealed and delivered by the said agents and correspondents of the said contractors in the presence of
APPENDIX XXVIII.

CONDITIONS OF CONTRACTS FOR IMPORTED PLANT.

CONDITIONS to be observed by Tenders for the Railway Plant required by the Trustees of the Melbourne, Mount Alexander, and Murray River Railway, as advertised by advertisement under date of the 31st July, 1856.

1. Tenders to be based upon a per centage on English cost, and on the charges which will be incurred in delivering the articles in Victoria, such charges to include freight, insurance, and lighterage. Interest and exchange will also be paid if the terms of payment agreed to by the contractor should require it.

2. The English cost of the articles will have to be ascertained, and certified by some person nominated by the contractor, and approved by the Government, or by some person nominated directly by the Government of Victoria.

3. The person appointed in England will also certify that the articles are in every respect in accordance with the drawings and specifications upon which the contract will be based.

4. An officer appointed by this Government and resident here, will, after the delivery of the articles in Victoria, certify to their being in accordance with the certificate of the English manufacturer.

5. Tenders are required to state when and where they will require payments to be made.

6. The contractor will be required to undertake the delivery in the port of Melbourne, of the whole of the articles in his contract, within ten months from the date of the same.

7. A penalty of one hundred pounds per item will be enforced for every day beyond the time specified in the preceding condition, during which the articles shall remain undelivered.

Tenders will be admitted for the due performance of the contract, the amount of such security will depend upon the mode of payment agreed to by the contractor.

Melbourne, 19th May, 1856.

GEO. C. DARBYSHIRE.

RICHARD WOOLLEY.

CONDITIONS to be observed by Tenders for the Railway Plant required by the Trustees of the Melbourne, Mount Alexander, and Murray River Railway, as advertised by advertisement under date 31st July, 1856.

1. Tenders to be based upon a per centage on the bona fide net English cost of the articles required, and on the charges which will be incurred in delivering them in Victoria, such charges to include freight, insurance, lighterage and cartage.

2. The successful tenderer in Victoria (in these conditions designated contractor) will, by his agent in England, advertise for tenders.

3. The tenders received under the aforesaid advertisement will have to be delivered unopened to the inspecting officer in England, nominated by the authority of the Government of Victoria, who will indicate that which is to be accepted.

4. Under the tender thus accepted, the contractor will take all necessary steps for obtaining the articles required in accordance with these conditions, and with the drawings and specifications which will be furnished by the inspecting officer in England, and on which the contract which he will enter into with the English manufacturer will be based.

5. During the progress of the manufacture of the several articles required, the inspecting officer will, either by himself or by some person acting on his behalf, inspect and examine the articles to any extent to which he may consider such inspection and examination necessary.

6. When the articles, or any portion of them, are completed and ready for shipment, they will be finally examined by the inspecting officer, and, if in accordance with the drawings and specifications upon which the contract for their manufacture will be based, he will give a certificate to that effect; after which the contractor may forthwith ship the articles mentioned in such certificates.

7. The contractor will be held responsible for the shipment of the whole of the articles which he undertakes to supply, in good order and condition, and also for insuring them (as far as possible, subject to particular average) for an amount equal to the cost price thereof, with all charges added, in the name of the Colonial Agent, on behalf of the Government of Victoria. He will also be held responsible for landing and delivering the articles in Victoria, in like good order and condition, all risks covered by the policy of insurance alone excepted.

8. The Colonial Agent General will be authorized to pay, to the accredited agent or correspondent of the contractor, 75 per cent. of the cost of, and charges on, the articles comprised in each shipment, on the production of all necessary vouchers, certified by the inspecting officer, including the certificate mentioned in the 6th condition, manufacturer's invoice, bill of lading, and policy of insurance, each in triplicate.

9. After the last shipment has been effected, the Colonial Agent General will further be authorized to pay to the agent or correspondent of the contractor, the remaining 25 per cent. of the cost of, and charges on, the articles comprised in his contract, on production of the certificate of the inspecting officer that he has completed his contract to the satisfaction of such inspecting officer.

10. Should the articles contracted for have been landed and delivered in good order and condition, and in accordance with the certificates of the inspecting officer in England, at Melbourne, Sandridge, or Williamstown, the stipulated per centage on the English cost, charges there, lighterage, and cartage, will be paid to the contractor.

11. Should the ship or vessel, in which the articles may be shipped, be lost, the contractor will be relieved from any responsibility consequent on such loss, provided the articles have been shipped in a vessel subject to the ordinary rates of insurance.

12. The contractor will be required to deliver the whole of the articles in his contract in the port of Melbourne, before the 1st day of September, 1857, or produce a certificate from the inspecting officer of this Government in England, for the time being, that he, his agent, or correspondent, have been subjected to some hindrance or delay beyond his or their control; in which case the contractor shall have such a period of time beyond the 1st day of September, 1857, as shall be equal to the period of time during which such hindrance or delay may have so continued.
13. A penalty of one hundred pounds per item will be enforced for every day beyond the time specified in the tender, during which the articles shall remain undelivered.

14. Security to the amount of £10,000 will be required for the due performance of the contract.

15. Although the preceding conditions indicate a desire to receive tenders based upon a per centage on English cost, the trustees will receive under and subject to any tender which may be submitted a definite price for which tenderers will undertake to deliver the articles required, or any portion thereof, in Victoria, in good order and condition, within the time specified herein.

By order of the Trustees

GEO. C. DARBYSHIRE, Engineer in Chief.
RICHARD WOOLLEY, Secretary.

Railway Department, 8th August, 1856.

[FORM OF TENDER.]

To the Trustees of the Melbourne, Mount Alexander, and Murray River Railways.

I do hereby propose to obtain for you from England the railway plant, for which advertisements have been issued by your authority, under date the 6th day of June, 1856, in accordance with the terms and conditions attached hereto, at the rate of £ [price for every hundred pounds], on the bona fide net English cost of said plant, and on the charges which may be incurred in delivering the same in Victoria.

And in case this tender is accepted, I hereby undertake to execute a contract deed and bond, according to the above referred to, within twenty-four hours after you or your secretary may notify of the acceptance of this tender.

I do hereby undertake and agree that, in case the said contract deed and bond, shall not be executed by within the time specified above, the Trustees of the Melbourne, Mount Alexander, and Murray River Railway, abovementioned, shall not (unless they think fit), be bound by this tender, or the acceptance thereof, but the same shall be absolutely void.

Witness my hand, this One thousand eight hundred and fifty...

CONDITIONS to be observed by Tenderers for the Railway Plant required by the Trustees of the Melbourne, Mount Alexander, and Murray River Railways, as announced by advertisement under date 11th September, 1856.

1. Tenderers to be based upon a per centage on the bona fide net English cost of the articles required, and on the charges which will be incurred in delivering them in Hobson’s Bay, such charges to include freight, and insurance.

2. The successful tenderer in Victoria (in these conditions designated contractor) will, by his agent in England, advertise for tenders.

3. The tenders received under the aforesaid advertisement will have to be delivered unopened to the inspecting officer in England, nominated by the authority of the Government of Victoria, who will indicate that which is to be accepted.

4. Under the tender thus accepted, the contractor will take all necessary steps for obtaining the articles required, in accordance with these conditions, and with the drawings and specifications which will be furnished by the inspecting officer in England, and on which the contract which he will enter into with the English manufacturer will be based.

5. During the progress of the manufacture of the several articles required, the inspecting officer will, either by himself or by some person acting on his behalf, inspect and examine the articles to any extent to which he may consider such inspection and examination necessary.

6. When the articles, or any portion of them, are completed and ready for shipment, they will be finally examined by the inspecting officer, and if in accordance with the drawings and specifications upon which the contract for their manufacture was based, will give a certificate to that effect; after which the contractor may forthwith ship the articles mentioned in such certificate.

7. The contractor will be held responsible for the shipment of the whole of the articles which he undertakes to supply, in good order and condition, and also for insuring them (as far as possible; subject to particular average) for an amount equal to the cost price thereof, with all charges added, in the name of the Colonial Agent, on behalf of the Government of Victoria. He will also be held responsible for delivering the articles in Hobson’s Bay, in like good order and condition, peril of the sea and all risks covered by the policy of insurance alone excepted.

8. The Colonial Agent General will be authorized to pay, to the accredited agent or correspondent of the contractor, 75 per cent. on the cost of, and charges on, the articles comprised in each shipment, on the production of all necessary vouchers, certified by the inspecting officer, including the certificate mentioned in the 4th condition, manufacturer’s invoice, bill of lading, and policy of insurance, each in triplicate.

9. After the last shipment has been effected, the Colonial Agent General will further be authorized to pay to the accredited agent or correspondent of the contractor, the remaining 25 per cent. of the cost of, and charges on, the articles comprised in each shipment, on the production of the certificate of the inspecting officer that he has completed his contract to the satisfaction of such inspecting officer.

10. Immediately after the whole of the articles contracted for have been delivered in good order and condition, and in accordance with the certificate of the inspecting officer in England, in Hobson’s Bay, the stipulated per centage on the English cost and charges there will be paid to the contractor.

11. Should the ship or vessel, in which the articles may be shipped, be lost, the contractor will be relieved from any responsibility consequent on such loss, provided the articles have been insured in a vessel subject to the ordinary rates of insurance.

12. The contractor will be required to deliver the whole of the articles in his contract in Hobson’s Bay within the following periods of time, and in the following order, i.e., the rails, chairs, keys, and the pins, in equal monthly instalments, from 1st June, 1857, to 31st December, 1857, and the machinery between the 1st January, 1857, and the 1st October, 1857, or produce a certificate from the inspecting officer of this Government in England, for the time being, that he, his agent, or correspondent, has been subjected to somehindrance or delay beyond his or their control; in which case the contractor shall have such a period of time beyond the 31st day of December, 1857, as shall be equal to the period of time during which such hindrance or delay may have so continued.
13. A penalty of one hundred pounds per diem will be enforced for every day beyond the time specified in the preceding condition, during which the articles shall remain undelivered.

14. Security to the amount of £15,000 will be required for the due performance of the contract.

15. Although the preceding conditions indicate a desire to receive tenders based upon a per centage on English cost, the trustees will receive and duly consider any tenders which may be sent in containing a definite price for which tenderers will undertake to deliver the articles required, or any portion thereof, in Victoria, in good order and condition, within the time specified herein.

By order of the Trustees

GEO. C. DARBYSHIRE, Engineer in Chief.

RICHARD WOOLLEY, Secretary.

Railway Department, 15th September, 1856.

[Form of Tender]

To the Trustees of the Melbourne, Mount Alexander, and Murray River Railway.

We do hereby propose to obtain for you from England the railway plant, for which advertisements have been issued by your authority, under date the 11th September, 1856, in accordance with the terms and conditions attached hereto, at the rate of £ per cent. ( pounds for every hundred pounds), on the bona fide net English cost of said plant, and on the charges which may be incurred in delivering the same in Victoria.

And in case this tender is accepted, do hereby undertake to execute a contract deed and bond, according to the terms and conditions above referred to, within twenty-four hours after you or your secretary may notify of the acceptance of this tender.

And lastly, do hereby undertake and agree that, in case the said contract deed and bond shall not be executed by within the time specified above, the Trustees of the Melbourne, Mount Alexander, and Murray River Railway, abovementioned, shall not (unless they think fit) be bound by this tender, or the acceptance thereof, but the same shall be absolutely void.

Witness hand, this day of

One thousand eight hundred and fifty
APPENDIX XXXIX.

SPECIFICATIONS AND CONDITIONS OF LOCAL CONTRACTS.

CONTRACT No. 1.

SPECIFICATION

Of cuttings, embankments, side drains, culverts, and other works required on a portion of the Melbourne and Williamstown Railway, commencing at a point marked on the plan and section 3 miles 42 chains 36 links from Melbourne, and terminating at a point marked on the plan and section 6 miles 39 chains 74 links, being a distance of 3 miles 77 chains 38 links.

The whole of the works are to be done in accordance with the following conditions, specifications, and schedule of quantities —

LIST OF DRAWINGS.

Drawings.
1. The Field Plan.
2. The Longitudinal Section.
3. The Cross Sections.
4. Section of Drains under the Approach to the Public Road Surface Crossings.
6. Bridge over Railway and Culvert at three miles thirty-seven chains.
7. Sections of Cuttings and Embankments.

GENERAL CONDITIONS OF THE CONTRACT.

1. The contractor will be required to furnish all materials, forming, scaffolding, plant, temporary rails, chains, pins, sleepers, ropes, coal, candles, powder, worksheds, engines, guns, and implements necessary for the due execution of the works of this contract (the expense of which is to be included in the prices contained in the annexed schedule), and to complete the works to the satisfaction of the Engineer in Chief.

2. The contractor will be required at all times to give all necessary personal assistance, and to employ on the works as many men, horses, wagons, barrows, drivers, and all other plant and materials as the engineer, either chief or resident, may deem necessary for the due completion of the contract, and also to employ a sufficient number of experienced and in all other respects proper and fit agents, overlookers, and workmen for the efficient conducting of the works; and should be in any respect fail to do so in the opinion of either of the said engineers, the said engineer shall have the power of immediately dismissing any of the said agents, overlookers, or workmen, and of ordering the removal of any materials, plant, or implements; and should the contractor, after one week's notice to this effect, omit to appoint other fit and proper agents or overlookers, or to employ other materials, plant or implements, or should be omit to make such additions as may be ordered to the number of his men, or quantity of his materials, plant, or implements, then the said engineer shall have the power of either immediately removing such contractor altogether from the work, and availing himself of all horses, materials, plant or implements, or other the property of or hired by the said contractor, that may be found upon the ground, and of using them in any way he may deem fit for the completion of the works of this contract, or he shall have the power of making such addition as he may think necessary to the number of agents, overlookers, men, horses, materials, plant or implements, and in all cases the cost of such measures shall be borne by the contractor, and any extra expense the Government may be put to, they shall be entitled to deduct from any money owing to the said contractor, or otherwise to recover the same by sale of any materials which they may take possession of as above, or in default thereof, they may use the contractor or his sureties in any of Her Majesty's courts of law.

3. No deviation from any of the provisions of this contract, specification or drawings will be permitted unless with the sanction in writing of the engineer, nor will any claim for extra work be allowed under any pretence, unless previous to the commencement thereof a written order for the same from him can be produced, and in the event of any extra works being so ordered, then an account, showing the above measurement thereof as regards that part which is to be paid for by measure, and an account for day work for that portion which cannot be paid for by measure, shall be forwarded week by week and within the week succeeding that in which it was done to the office of the engineer, and in default thereof the claim of such extra work shall be to all intents and purposes null and void.

Order for extra work, and an account of them.

4. All extra orders shall be paid for and all deductions for omissions shall be made in accordance with the schedule of prices which the contractor shall set opposite the quantities in his tender, as heretofore annexed, and the opinion of the Engineer in Chief on all such points and on every other question connected with the execution of the works shall be final and binding on all parties, but if any question shall arise on the final settlement of accounts, the same shall be referred to arbitration in the usual way.

5. The contractor, if required, shall furnish a statement of the arrangement he proposes to adopt in carrying on this contract to the chief engineer, and in case he shall consider any alteration in the same desirable, the contractor shall be bound to conform thereto.

Prices of extra work.

6. If the contractor should be delayed in commencing any part of the works in consequence of the Government not being able to give him possession of the land, or from any other cause, an extension of the time for completion shall be allowed, provided the chief engineer shall, upon reference being made to him consider that he is entitled to such extension, and the engineer shall in that case fix the period of such extension, and certify the same in writing, under his hand, endorsed upon the contract, but no such extension shall be made, unless application be made in writing by the contractor within seven days after he shall obtain possession of the land, either to the chief or resident engineer, and the decision of the Engineer in Chief on the subject shall be final, and without appeal.

7. The contractor in his tender must state his price for each work separately, accurately to the annexed scheduled descriptions of them, and where quantities are given, must carry out his estimate of the cost at the several prices he shall set opposite to such quantities.

MODE OF DOING THE WORKS.

1. To furnish materials, plant, &c.

Progress of the works.

Order for extra work, and an account of them.

Quantities and prices.
8. This contract comprises the whole of the works, of which a full list is given in the schedule hereunto annexed. These works and the mode of execution are described at length in the specification of each particular work, and their forms and dimensions are given in the drawings, and the quantities in the schedules, and in this specification; should any discrepancies exist between the measurements by the scale on the drawings and the written dimensions, or between the drawings and specification, or any ambiguities in the same, they are to be referred to the Engineer in Chief, whose decision shall be conclusive; but the written dimensions are to be taken in all cases in preference to any scale of the drawings.

9. Anything contained in the drawings or the specification shall be equally binding as if it were contained in both, and wherever neither the drawings nor specification contain any notice of minor parts, the intention to include which is nevertheless clearly to be inferred, and which parts are obviously necessary for the completion and stability of the works, all such additional parts are to be provided by the contractor, and are supposed to be included in the sum at which he contracts for the work.

10. It is to be understood that if any precaution additional to those provisions in this contract as to the mode of execution, shall appear requisite in the opinion of the chief or resident engineers for the due and substantial completion of the works specified, the contractor shall execute the same at his own costs and charges without being entitled to any addition to the amount of his contract.

11. Any addition or reduction that may arise from extending or diminishing any of the particular works herein specified (and whether of the aforesaid engineers shall have full power to alter as he may deem fit) shall be made according to the schedule as before provided.

12. The contents of the drawings and the specification, in this schedule annexed, shall be regarded as the whole of the works, and shall be purchased and completed as per the plan, as described in the schedule, and shall be accepted as such, and the contractor shall be paid for the same at the price therein specified. The contractor will be required to furnish his own bond in a penal sum of £2000 sterling for the due performance of this contract, which said bond is to be submitted to the Crown Solicitor for its approval.

SPECIFICATION.

EARTHWORK.

See Drawings, Nos. 1, 2, 3, 4, 5, 6 and 7.

The blue line on the section which is drawn to the same horizontal scale as the plan, via.—five chains to the inch, and to the vertical scale of fifty feet to one inch, shows the bottom of the excavations and the top of the embankments previous to ballasting, and laying the permanent way.

The blue undulated line on the section describes the present surface of the ground along the middle line and shows the depths of the excavations and the heights of the embankments.

The black undulated line on the section describes the present surface of the ground along the middle line and shows the depths of the excavations and the heights of the embankments.

The contents of the cuttings and embankments are given in red and green figures respectively on the laying out of the railway and the outside boundary of the land are staked out on the ground, but the contractor must at his own expense nickel the slopes of the excavations and embankments.

The contours of the cuttings and embankments are given in red and green figures respectively on the laying out of the railway and the outside boundary of the land are staked out on the ground, but the contractor must at his own expense nickel the slopes of the excavations and embankments.

The black undulated line on the section describes the present surface of the ground along the middle line and shows the depths of the excavations and the heights of the embankments.

The black undulated line on the section describes the present surface of the ground along the middle line and shows the depths of the excavations and the heights of the embankments.

Contents of cuttings, embankments, etc., to be shown in outline in the Drawing No. 2, which contents are adopted in the schedules quantities hereto annexed, besides the excavations necessary, and which are to be cut for all uses, drains, bridges, arches, culverts, and deepening brook diversions.

Any deviation which the engineer may order in the extent of the open cutting shall be measured from the cross sections, but none other shall be admitted, as at variance with the schedules quantities unless the contractor shall first prove them to the engineer before the commencement of cutting, and by taking them at the same places as they have been taken by the engineer, namely, at right angles with the line of level.
of railway at every stake marked in the ground and corresponding with the contract drawings of the sections by which the excavated quantities have been calculated, and only in such case as he may thereby prove any inaccuracies, if an extraneous cause, be allowed to add.

26. The excavations and embankments are all thirty-three feet wide at the level of the red line on the section when soiled, excepting in the cases where the excavations are No. 5, where the sides shall be five inches wide of blue stone.

27. The slopes of both excavations and embankments must be carefully trimmed to the inclinations described in the cross sections, as well as the approaches to bridges and surface crossings. The bottoms of all the excavations are to be accurately rounded from the centre towards the sides for compelling the water into the side drains, the sides being six inches lower than the centre; and wherever too much material shall have been removed so as to permit water to lie in the holes, and prevent the whole quantity from running freely away from the contractor shall be bound at his own expense to fill up such holes to the proper height and inclination with small broken stone well rammed.

28. The greatest care must be taken in excavating the earthworks, to keep it free from water, and to prevent slips in the slopes or slides; and if springs, or drains, or beds of wet, crumbling or perishable materials should not be met with in the cuttings, or if anything else should occur likely to cause slips, the contractor shall be bound, without extra charge, to take such precautions as the engineer may think necessary to obviate all injury to the slopes both of the excavations and embankments, and of the river banks, and that as well during their formation as for their permanent stability. At the bottom of each slope a drain of uniform depth below the rails, as shown on the drawing No. 7, is to be made on each side of the excavations in this contract.

29. When the foundations for culverts or drains are insecure the soft ground must be taken out and the space filled in with solid dry material, such as the engineer may approve of, without extra charge.

30. After the culvert or drain is built and before an embankment is brought upon it, it must be carefully backed up with proper material in such a manner as to effectually protect it from being injured by the tip.

31. The spaces between the wing walls of bridges must be filled in with dry hard material well rammed, in layers not more than one foot thick. In bringing an embankment up to the bridge the contractor must lead it equally on each side, by wheeling the material from the embankment and filling it in so as to ensure the perfect form and safety of the masonry. But should the masonry work of such bridges not be completed in sufficient time to enable him to do so at once, he will be required to suspend that portion of the work until the masonry is built up. He must also take such additional precautions as the engineer may deem necessary, by temporary embankments, or beds of stone, or any other means, to prevent any injury being done to the works before they are actually finished.

32. The foundations for all masonry must be cut out as nearly to the size of the masonry as possible, and the vacant spaces carefully packed up to the surface of the ground. The earth is to be removed and spread to form the temporary ways.

33. The contractor is to be at the whole cost of laying and maintaining the temporary way and to find all temporary rails, chains, sleeper, wagons, ropes, &c., necessary for the formation of the excavations, embankments, bridges, approaches, &c., and they are to be included in the amount of his tender.

34. In forming embankments on sloping or sidesloping ground the surface of the ground on the lower side of the centre line shall be cut into steps. Whenever the material teemed over the end of the embankment does not form the proper slope it is to be carefully trimmed to the required form. Each embankment must be carried forward uniformly as near as the finished height and width as due allowance for the shrinking of the material will admit of. In cases of this kind the contractor must be careful not to allow making any subsequent addition to the heights and widths of the embankment to bring them to their proper level and dimensions.

35. Sufficient soil must be carefully removed from the surface of the seat of the embankments to re-soil all the slopes of the embankments six inches deep. It must first be deposited at any distance on either side of the line which may be convenient for relaying, and when the embankment has become consolidated the soil shall be distributed over the slopes in the manner above described.

36. Whenever spoil banks are formed (the sides of which are to be provided by the engineer) they are to be carefully trimmed to uniform slopes of such inclinations as the engineer may direct, and if required to do so by the engineer the contractor shall cover the surface of the spoil banks with twelve inches of sound soil.

37. The stone from cuttings Nos. 3 and 5 intended to be reserved for ballast is to be laid along the side of the line of railway in such positions and proportions as the engineer may direct.

DISPOSAL OF MATERIAL.

Material.

38. The material from the excavations, ditches, approaches to bridges and surface crossings, division of roads and brooks, foundations of bridges, &c., is to form the several embankments, embanked approaches to bridges and bridges, roads and crossings, and embankments and crossings (at least three days before being used) with sharp sand (to be washed if required), in proportion of one part of lime to two parts of sand.

Deficiency.

39. Should there be any deficiency of excavation for this purpose the contractor shall obtain the required quantity in such manner as the engineer may direct.

Surplus.

40. Should there be any surplus of excavation such surplus shall be laid out in such manner as the engineer may direct.

GENERAL STIPULATIONS.

(To apply in all cases, except in any particular work where a special provision is made.)

MASONRY.

41. All the stone used for masonry in this contract must be good sound bluestone, free from flaws, blemishes or cracks, and laid upon its natural bed properly bonded and well filled in with mortar.

Ashlar.

42. The whole of the ashlar is to be laid on its natural bed, and the face work must be uniform in color.

Mortar.

43. The mortar is to be of the Engineer's lime, and powdered (at least three days before being used) with sharp sand (to be washed if required), in proportion of one part of lime to two parts of sand.

44. The grout shall consist of the same lime as the mortar where used, properly mixed before being laid, and shall be well rammed in with well-tempered mortar.

Workmanship.

45. The workmanship throughout shall be done in the best manner, and no pinning of any kind will be permitted in the stonework.

Soft ground and water.

46. Where the foundations are insecure, the soft ground must be taken out and the space filled in with hard broken stone or other solid dry material, such as the engineer shall approve of, driven down by a heavy beater, and grouted without extra charge, and the water must be kept out during the laying of the foundation, whether arising from sand or drains.
BRIDGE OVER GOVERNMENT ROAD.

At 3 m. 37 cts. 00 lks., on a S.E. or 40°.—(See Drawing No. 6.)

The bridge is to carry the railway over the Government road at 3 m. 37 cts. 00 lks. from Melbourne. Description.

47. The abutments are set to be of bluestone, with block-in-course facings. The rails are to be supported on beams of Baltic timber. Along road at approaches to bridge the tails of embankments are to be taken by revetment walls and by post-and-rail fencing. There is a culvert to be formed under the Government road to convey the water in gully.

MASONRY.

48. All footings are to be laid with large flat beaded rubble stones, each stone being not less than 3 feet by 18 inches by 9 inches thick, and laid with the largest dimension at right angles to the face of the wall built upon. The foundation of bridge to be independent of the masonry of culvert.

49. The abutments and wings are to be faced with block-in-course natural faced stone, at least 18 inches thick. Block-in-course work, laid in mortar, and set with a heavy beater, in courses corresponding to the drawings, not less than 12 inches in height, and having two 24-inch headers in every square yard, the headers not being less than 24 feet on the bed and the stretchers not less than 24 inches on the bed. Each course to be in one solid stone in height. The face of abutments to be vertical. The wings to have a batter of one inch to a foot, and have projecting plasters, and to be formed with a slight curve.

50. The rubble backing to the wings and abutments to consist of stones, each containing not less than Rubble in culvert, half a cubic foot, and beaded as little mortar as may be, with the largest face downwards, and the upper surface brought to an uniform level at the height of every course of the facework, and thoroughly filled with mortar at each level. Great care must be taken to make close work, and to effect a good bond with the face or block-in-course work. The countersets, wings, and abutments to be headed into each other.

51. The rubble in revetment walling is to be of bluestone, laid in mortar, to the dimensions marked on drawings, with a batter of three inches to the foot, and to have not less than two through beams in each perch of work, and to be capped with large rubble stones about two feet wide, and projecting four inches over face of wall. These revetment walls to have countersets as shown in drawing.

52. The coping on wing walls to be 2 feet wide by 9 inches thick, with a 4 inch chanller, and projecting Coping, 4 inches and thrown, to be neatly wrought ashlar, well beaded in mortar on top of wall, projecting 4 inches all round face of plasters, and taking the curve of wings.

WOODWORK.

59. Twelve wall plates, each 4 feet long, by 15 inches wide, by 8 inches deep, of Baltic timber, to be Woodwork, beaded on walls to carry the ends of each beam. The space between each beam to be built up to the level of the top with masonry, to correspond with the remainder of the face work.

59. Four cross beams, each 20 feet long and 15 inches wide, by 9 inches thick, to rest upon, and beaded to the wall-plates at each end with bolts 2 feet long by three-punters of an inch in diameter. These cross beams are to support the centre of the upper beams, to be of sound Baltic timber, free from knots and shakes, and to be clean dressed of the full scantlings when finished.

55. There are six beams, each 25 feet long by 20 inches deep, by 12 feet wide, four of these are to carry the rails, and the other two are to be outside to carry the ends of the planking. The beams are to be secured to the ends of the upper beams, by round bolts of wrought iron 12 inches in diameter, and of proper lengths, with nuts and screws. These bolts going down through the upper and lower beams and wall-plates, and secured up tight, the bolts going through the centre of each beam except the two outside ones, the sectional area of the beams being reduced as little as possible. Those beams to be of sound Baltic timber, free from knots, or shakes, or other imperfections, and to be cleaned, dressed, and of the full scantlings when finished.

56. The roadway of bridge to be formed of planking in about 12 feet lengths, 4 inches thick, each plank Planking, to be about 12 inches wide, with half-inch spaces between them, the planking to project 6 inches beyond the outside beams, and to be formed with a rounded nose, the planking to be spiked at each end and joints with two 9-inch spikes. The planking to be of sound timber, free from knots and shakes, or other defects. The planking to rest three feet on the walls.

57. The felling to be continued from where left off, up to the end of the revetment walls on each side, Felling, as shown on drawing No. 6.

58. In bringing the embankment up to the retaining walls (which walls are to be carried up five yards up the Roadway to in advance of the embankment) great care must be taken that the earth shall be trimmed, and backed to the walls ahead of the tip, so as effectually to guard against bulging the walls.

DOUBLE CULVERT.

60. A double culvert is to cross the Government road and pass under the bridge, as shown in drawing Description.

61. The footing and sole to be of large stones, stretching the full width of the watercourse, and side Footings. footings to be closely butt-jointed and set in mortar.

62. The side walls of culvert are to be built of bluestone rubble, each stone to be squared off and Side walls. close set in mortar, to be 6 feet high by 18 inches thick.

63. The side walls to be covered with large stones, stretching the whole width of the watercourse, Coping, and to have 18-inch bandings, all joints to be closely battened together.

64. Each end to have a cut stone coping, one foot thick, the upper edge to have a broad chanller.

65. The sole and side walls to project at each end, to be played out so as to form wing walls, as shewn Projecting ends, in drawing No. 6.

66. The brook or drain to be diverted into the head of the culvert, and relaid to its natural course.

2 U
CULVERTS UNDER PRIVATE SURFACE CROSSINGS.

1. Footings.
2. Pitching.
3. Side walls.
5. Three inch plank.

WOODWORK.

1. Hardwood plates to extend the whole length and width of each side wall of each culvert, but if jointed to be properly halved at joints, and spiked with two 3-inch spikes.
2. Hardwood planking to cover the head of each culvert, to have two feet bearings at each end, each plank to be 6 inches thick and each spiked at each end with two 6-inch spikes to the wall plates.
3. A hardwood kerbing-piece to be placed at each end of each culvert, to be 5 feet by 1 foot, by 9 inches; the upper edge to have a broad chamfer, and to be screwed down to the wall-plates at each end with two 12-inch wood screws three-quarters of an inch in diameter.

CULVERTS UNDER GOVERNMENT ROAD SURFACE CROSSING.

General description.

1. The culverts under the Government roads are to be constructed in the same manner as those already described, but to be of greater length, as the roadway of these crossings are to be 30 feet, whereas the roadway of the others are only 15 feet. For particulars of length, see schedule of quantities at the end.

BALANCE OF EARTHWORK.

No. 1.

From the southern side of the Saltwater River, at 2 miles 42 chains 36 links to the north of the Government road at 3 miles 36 chains 44 links.

<table>
<thead>
<tr>
<th>CUTTINGS</th>
<th>Cube Yards</th>
<th>EMBANKMENTS</th>
<th>Cube Yards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Side ditches to portion of bank No. 3</td>
<td>374</td>
<td>Portion of bank No. 3</td>
<td>39,238</td>
</tr>
<tr>
<td>Cutting No. 3</td>
<td>46,021</td>
<td>Portion of bank No. 4</td>
<td>5,127</td>
</tr>
<tr>
<td>Side ditches to cutting No. 3</td>
<td>1,410</td>
<td>Excavation for surface crossing at 3m. 22ch.</td>
<td>48lks.</td>
</tr>
<tr>
<td>Side ditches to portion of bank No. 4</td>
<td>110</td>
<td>Total</td>
<td>47,365</td>
</tr>
<tr>
<td>Total</td>
<td>47,365</td>
<td>Total</td>
<td>47,365</td>
</tr>
</tbody>
</table>

No. 2.

From the south side of the Government road at 3 miles 37 chains 45 links to the north side of Stony Creek.

<table>
<thead>
<tr>
<th>CUTTINGS</th>
<th>Cube Yards</th>
<th>EMBANKMENTS</th>
<th>Cube Yards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excavations of foundations of bridge over Government road, at 3m. 37ch.</td>
<td>154</td>
<td>Portion of bank No. 4</td>
<td>16,031</td>
</tr>
<tr>
<td>Side ditches to portion of bank No. 4</td>
<td>370</td>
<td>Approach, to Elliott, Mackay's level crossings, at 3m. 73c. 49lks.</td>
<td>50</td>
</tr>
<tr>
<td>Cutting No. 4</td>
<td>14,196</td>
<td>Approach to James Gill's level crossings, at 4m. 29c. 53lks.</td>
<td>50</td>
</tr>
<tr>
<td>Side ditches to cutting No. 4</td>
<td>924</td>
<td>Portion of bank No. 5</td>
<td>15,229</td>
</tr>
<tr>
<td>Cutting to Government road, at 4m. 9c. 52lks.</td>
<td>220</td>
<td>Approach to Government road, at 4m. 50c. 56lks.</td>
<td>2,500</td>
</tr>
<tr>
<td>Side ditches to portion of bank No. 5</td>
<td>792</td>
<td>To make up from side cuttings...</td>
<td>17,274</td>
</tr>
<tr>
<td>Total</td>
<td>23,360</td>
<td>Total</td>
<td>33,860</td>
</tr>
</tbody>
</table>

No. 3.

From the south side of the Government road at 6 miles 7 chains 15 links to the north side of Stony Creek.

<table>
<thead>
<tr>
<th>CUTTINGS</th>
<th>Cube Yards</th>
<th>EMBANKMENTS</th>
<th>Cube Yards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Side ditches to portion of bank No. 5</td>
<td>375</td>
<td>Portion of bank No. 5</td>
<td>16,534</td>
</tr>
<tr>
<td>Cutting No. 5</td>
<td>20,125</td>
<td>Spoil</td>
<td>957</td>
</tr>
<tr>
<td>Side ditches to cutting No. 5</td>
<td>927</td>
<td>Bank No. 6</td>
<td>2,960</td>
</tr>
<tr>
<td>Side ditches to bank No. 6</td>
<td>560</td>
<td>Spoil</td>
<td>96</td>
</tr>
<tr>
<td>Cutting for approach to surface crossing, 5m. 30c. 68lks...</td>
<td>130</td>
<td>Bank No. 6a</td>
<td>956</td>
</tr>
<tr>
<td>Cutting No. 6</td>
<td>1,050</td>
<td>Spoil</td>
<td>370</td>
</tr>
<tr>
<td>Side ditches to cutting No. 6</td>
<td>96</td>
<td>Approach to Government road to Williamstown, at 6m. 14c. 74lks</td>
<td>450</td>
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<tr>
<td>Side ditches to bank No. 6a</td>
<td>176</td>
<td>Level crossing at Wm. Hall's, at 6m. 2c. 74lks.</td>
<td>140</td>
</tr>
<tr>
<td>Cutting No. 7</td>
<td>1,400</td>
<td>Blue stone to be reserved for ballast out of cutting No. 5</td>
<td>2,797</td>
</tr>
<tr>
<td>Side ditches to cutting No. 7</td>
<td>370</td>
<td>Total</td>
<td>25,140</td>
</tr>
<tr>
<td>Total</td>
<td>25,140</td>
<td>Total</td>
<td>106,565</td>
</tr>
</tbody>
</table>

Balance, No. 1 | 47,365 |
| No. 2 | 33,860 |
| No. 3 | 25,140 |

Total | 106,565 |
**SCHEDULE OF QUANTITIES.**

With Prices and Costs.

<table>
<thead>
<tr>
<th>Description of Works</th>
<th>Rate</th>
<th>Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Earthwork in Cutting.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>45,621 cu. yds. excavation in cutting No. 3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14,126 cu. yds. excavation in cutting No. 4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20,126 cu. yds. excavation in cutting No. 5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,050 cu. yds. excavation in cutting No. 6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,400 cu. yds. excavation in cutting No. 7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17,274 cu. yds. to be made up from side cuttings</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>50 cu. yds. excavation for surface crossing at Township Road, at 3m. 22c. 43lks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>154 cu. yds. excavation of foundations of bridge over Government road, at 3m. 37ch. 0lks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>220 cu. yds. excavation to Government road, at 4m. 9ch. 68lks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>130 cu. yds. excavation for surface crossing at 5m. 30ch. 68lks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Side Ditches.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14,140 lin. yds. side ditches in both sides of the line</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BRIDGE OVER GOVERNMENT ROAD.**

At 3m. 37ch. 0lks. on a skew of 40°.

With wooden Beams supporting Roadway and Culvert under Roadway.

**Rubble in all Foundations.**

144 cu. yds. under counterforts, abutments, wing walls, and under revetment walling.

**Rubble Backing to Block in Coarse Work Superstructure.**

416 cu. yds. counterforts, abutments, wings, walls, and in revetment walling.

**Block in Coarse Work.**

215 cu. yds. in abutments and wings.

**Ashlar Tooled all over in Coping.**

145 cu. ft. on wings.

**DOUBLE CULVERT UNDER BRIDGE.**

Size Drawing No. 6.

**Rubble Work.**

170 cu. yds. in walls, bottom and top.

27 cu. ft. coping to ends of cutstone.

**Wooden Beams.**

290 cu. ft. Baltic timber, in 6 beams.

75 cu. ft. do. do. in 4 beams.

40 cu. ft. in wall plates, each.

150lbs. weight of bolts, with nuts and screws, 1/2 in. diam. round iron, in lengths of 3ft. in each, 6 in number.

180lbs. weight of bolts, with nuts and screws, 1/2 in. diam. round iron, in lengths of 2ft. 9in. in each, 8 in number.

301 cu. ft. 4 in. planking on bridge.

**Post and Rail Fencing.**

43 lin. yds. three rail fencing, similar to that already erected.
### SCHEDULE OF QUANTITIES.

*With prices and costs of Culverts under the level crossings to connect side drains.*

<table>
<thead>
<tr>
<th>Length of Section of Plan</th>
<th>Owner.</th>
<th>Width of Roadway</th>
<th>Length of sleeps required</th>
<th>Rate at per yard</th>
<th>Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>M cbs. ft.</td>
<td>Surface crossing at</td>
<td>Feet</td>
<td>Yards</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 22.43</td>
<td>Township Road</td>
<td>...</td>
<td>30</td>
<td>22</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 75.49</td>
<td>Robert Mackay...</td>
<td>...</td>
<td>15</td>
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<tr>
<td>6 02.74</td>
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</tbody>
</table>

**Total length required.**

- 176

**Quantities in one linear yard of Culvert.**

- Footings, 3 ft. by 2 ft., 6 in. by 6 in., by 2=7.5 cu. ft.
- Side walls, 3 ft., by 2 ft., by 1 ft. by 6 in. by 2=18.0 cu. ft.
- Pitching, 3 ft., by 2 ft., by 1 ft., by 6.0 cu. ft.

**Woodwork.**

- Planks, 3 ft., by 2 ft., by 6 in., by 2=6.0 cu. ft.
- 3 in. planking, 5 ft., by 2 ft., 6 in., by 15.0 cu. ft.
- 2 kerbing pieces to each culvert, 5 ft., by 1 ft., by 2 in.

**Total value of one linear yard**

<table>
<thead>
<tr>
<th>Description</th>
<th>Feet</th>
<th>Yards</th>
<th>Rate at per yard</th>
<th>Cost</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>Grand Total</td>
<td>...</td>
<td>...</td>
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</tbody>
</table>

GEO. C. DARBYSHIRE, Engineer in Chief.

Railway Department, Melbourne, 14th July, 1856.

### MAIN LINE TO MOUNT ALEXANDER.

**CONTRACT No. 1.**

**SPECIFICATION.**

1. The sleepers are required to be either of blue gum, red gum, iron bark, or box. A preference will be given to Victorian grown timber,* but should any contractor propose to supply timber of the foregoing description, being the produce of any of the neighboring Colonies, or to supply timber of a different description from Europe, India, or America, such tender shall receive due consideration.

2. The joint sleepers are to be, if rectangular, 12 inches by 6 inches in section, and 9 feet in length, and, if semicircular, they are to be 14 inches by 7 inches at the smaller end, by 9 feet in length.

3. The intermediate sleepers are to be, if rectangular, 10 inches by 5 inches, by 9 feet in length, and, if semicircular, they are to be 12 inches by 6 inches at the smaller end, by 9 feet in length.

4. The total numbers of sleepers required are 14,000 joints, and 66,000 intermediates, all of which are to be delivered at the places mentioned below on or before the 30th day of June, 1857.

5. 2100 joints and 8400 intermediates are to be delivered on the station ground at Footscray.

6. 3500 joints and 14,000 intermediates are to be delivered at or about 5 miles 38 chains on the line of railway adjoining the road from Melbourne to Bacchus Marsh via Delahey's Punt.

7. 3150 joints and 12,600 intermediates are to be delivered at or about 11 miles 70 chains on the line of railway adjoining the road from Melbourne to Bacchus Marsh passing by Kellor Plains.

8. 2450 joints and 9800 intermediates are to be delivered at or about 14 miles on the line of railway adjoining the main road to Mount Alexander, at Village Reserve, west of Kellor Plains toll-gate.

*All other circumstances being equal.*