



NEW SOUTH WALES

## GOVERNMENT GAZETTE,

Published by Authority.

TUESDAY, JULY 21, 1846.



*Colonial Secretary's Office,  
Sydney, 11th July, 1846.*

**H**IS Excellency the Governor has been pleased to direct the publication of an Agreement which has been completed between Her Majesty's Government and the Pacific Steam Navigation Company, for the Conveyance of Her Majesty's Mails, by the Vessels of that Company, between certain of the principal Ports in the South Pacific Ocean.

*By His Excellency's Command,  
E. DEAS THOMSON.*

**A**RTICLES of Agreement made this 29th day of August in the year of our Lord 1845 between the "Pacific Steam Navigation Company" of the one part and the Commissioners for executing the office of Lord High Admiral of the United Kingdom of Great Britain and Ireland (for and on behalf of Her Majesty) of the other part Witness that the said Company in consideration of the payment hereinafter stipulated to be made do for themselves and their successors hereby agree with the said Commissioners that they the said Company shall and will during the continuance of this Contract provide maintain and keep sea-worthy and in complete repair and readiness for the purpose of conveying as hereinafter provided Her Majesty's Mails (which term of Her Majesty's Mails is intended and understood by the parties hereto to mean such of Her Majesty's Mails and all Despatches and Bags of Letters as shall at any time and from time to time by the said Commissioners or Her Majesty's Post Master General or any of the Officers or Agents of the said Commissioners or Post Master General be required to be conveyed and whether such Mails Despatches and Bags of Letters be intended for any

of the Ports or places mentioned in this Contract or any other intermediate Ports or places) a sufficient number not less than four of good substantial and efficient Steam Vessels to be employed between Panama and Callao and Callao and Valparaiso in South America and such other intermediate Ports only as shall be approved of or directed by the said Commissioners each and every of such Vessels to be always supplied with first rate appropriate Steam Engines of not less than 150 collective horse power and that all the said Vessels shall be also always supplied and furnished with all necessary and proper machinery engines apparel furniture stores tackle boats fuel oil tallow provisions fresh water anchors cables fire pumps and other proper means for extinguishing Fire and whatsoever else may be requisite and necessary for equipping the said Vessels and rendering them constantly efficient for the service hereby contracted to be performed and also manned and provided with competent Officers and Engineers and a sufficient crew of Able Seamen and other men and to be in all respects as to Vessels Engines Equipments Engineers Officers and Crew subject in the first instance and from time to time and at all times afterwards to the approval of the said Commissioners and of such other persons as shall at any time or from time to time have authority under the said Commissioners to inspect and examine the same

That the said Company shall and will during the continuance of this Contract in every case diligently faithfully and to the satisfaction of the said Commissioners and with all due speed convey Her Majesty's Mails on board the said Vessels respectively as hereinafter mentioned

That one of such Vessels so approved of and equipped and manned as aforesaid shall within 24

hours after the Mails from England have been put on board once in every Calendar Month put to sea from Panama and proceed to Callao where the said Vessel is to arrive under ordinary circumstances (and after calling at the intermediate Ports) within 300 hours after the time of departure from Panama but should the Mails from England not have arrived at Panama at the time appointed or hereafter to be appointed for their arrival the said Vessel is to remain there 120 hours from the time so appointed before proceeding to sea

That one of such Vessels so approved of and equipped and manned as aforesaid and with Her Majesty's Mails on board shall within 444 hours from the time of the departure of the said Vessel from Panama put to sea from Callao and proceed to Valparaiso where the said Vessel is to arrive under ordinary circumstances and after calling at the intermediate Ports within 300 hours after the time of departure from Callao

That one of such Vessels so approved of and equipped and manned as aforesaid and with Her Majesty's Mails on board shall within 800 hours from the time arranged for the departure of the said Vessel from Panama once in every Calendar Month put to sea from Valparaiso and proceed to Callao where the said Vessel is to arrive under ordinary circumstances and after calling at the intermediate Ports within 276 hours after the time of departure from Valparaiso

That one of such Vessels so approved of and equipped and manned as aforesaid and with Her Majesty's Mails on board shall within 1100 hours from the time arranged for the departure of the said Vessel from Panama once in every Calendar Month put to sea from Callao and proceed to Panama where the said Vessel is to arrive under ordinary circumstances and after calling at the intermediate Ports within 276 hours after the time of departure from Callao

That should it be deemed by the said Commissioners or by any of their authorised Agents requisite for the Public service that any Vessel employed under this Contract should delay her departure from any of the Places herein mentioned beyond the periods hereinbefore agreed upon the said Commissioners or the Naval Commander-in-Chief for the time being in the Pacific shall have power and be at liberty to order such delay not however exceeding 24 hours by letter addressed to the Master of any such Vessel or person acting as such and which shall be deemed a sufficient authority for such detention Provided always nevertheless that the power so delegated to the said Naval Commander-in-Chief shall only be exercised by him under circumstances of extreme urgency or necessity and the nature of which circumstances shall in every case be forthwith specially reported by him to the said Commissioners

That the said Company shall and will from time to time and at all times during the continuance of this Contract make such alterations or improvements in the construction equipments and Machinery of the Vessels which shall be used in the performance of this Contract as the advanced state of Science may suggest and the said Commissioners may direct

That the said Company shall if required receive and allow to remain on board each of the said Vessels so to be and while employed in the performance of this Contract an Officer of Her Majesty's Navy or any other Person to be severally appointed by the said Commissioners to take charge of the said Mails and also a Servant of the said Officer or Person if required and that every such Officer or Person shall be recognised and considered by the said Company and their Officers Agents and Seamen as the Agent of the said Commissioners in charge of Her Majesty's Mails and as having full authority in all cases to require a due and strict execution of this Contract on the part of the said Company their Officers Servants and Agents and to determine every question whenever arising relative to proceeding to Sea or putting into Harbour or to the necessity of stopping to assist any vessel in distress or to save human life and that the decision of such Officer or Person as aforesaid shall in each and every such case be final and binding on the said Company unless the said Commissioners on appeal by the said Company shall think proper to decide otherwise but it is understood that the above expression "to determine" every question shall not confer upon such Officer or Person the power of compulsion in such cases

That a suitable Berth with appropriate bed bedding and furniture shall at the cost of the said Company be provided and appropriated by them for and to the exclusive use and for the sole accommodation of such Agent of the said Commissioners and also a proper and convenient place of deposit on board with secure Lock and Key for Her Majesty's Mails and that each and every of the said Agents shall be victualled by the said Company as a Chief Cabin Passenger without any charge being made for the same and that should all or any of such Agents require a Servant such Servant shall also be provided with a proper and suitable berth and be duly victualled whilst on board by and at the cost of the said Company without any charge being made for the same and should the said Commissioners deem it expedient to place the said Mails and Despatches in charge of the Master or Commander of the Steam Vessel the said Master or Commander shall and will make the usual Post Office Declaration and furnish such Journal returns and information and perform such services as the said Commissioners or their Agent may require

That Her Majesty's Mails shall be conveyed in the said Vessels and be delivered and received at each of the places to which the said Vessels are to proceed in the performance of this Contract and that at each Port or Place where the said Mails are to be delivered and received the Agent having charge of Her Majesty's Mails shall whenever and as often as by him deemed practicable or necessary be conveyed on shore and also from the shore to the Vessel employed for the time being in the performance of this Contract together with or (if such Agent consider requisite for the purposes of this Contract) without Her Majesty's Mails in a suitable Boat to be provided and properly manned and equipped by the said Company and that the directions of such Agent shall in all cases be obeyed as to the mode time and place of receiving and delivering Her Majesty's Mails

That if any Vessel employed in the performance of this Contract having Her Majesty's Mails on board shall stop linger or deviate from the direct course on her voyage except from stress of weather accidents or when authorised as aforesaid or shall delay starting at the proper time or shall put back into Port after starting without the sanction in each and every case of the Agent authorised to have the charge of the said Mails or when so sanctioned to put back into Port shall not again start and proceed direct in the performance of the service hereby contracted for when and so soon as required by the said Agent then and in every such cases and as often as the same shall happen the said Company shall and will forfeit and pay unto Her Majesty Her Heirs and Successors the sum of £500 and also the further sum of £500 for every successive period of 12 hours which shall elapse until such Vessel shall proceed direct on her voyage in the performance of this Contract

But the said Company are not to be liable to any Penalties under this Contract for any matters arising from circumstances over which they and their Servants had not and could not have had any controul and which shall be so proved to the satisfaction of the said Commissioners

That every Agent authorised to have the charge of the said Mails shall either alone or with such other persons as he may consider necessary have full power and authority as often as he may deem it requisite to examine and survey in such manner and with the assistance of such persons as he may think proper any of the Vessels employed or to be employed in the performance of this Contract and the Hulls Machinery equipments and Crews thereof on his giving reasonable notice in writing to the Master for the time of the Vessel about to be examined or to the person acting as such of such his intention and if any defect or deficiency be ascertained and Notice thereof in writing be given to such Master or Person the said Master shall immediately or as soon as possible thereupon remedy replace or effectively repair or make good every such defect or deficiency

And that the said Commissioners shall also have full power whenever and as often as they may deem it requisite to Survey by any of their Officers or Agents all and every the Vessels employed and to be employed in the performance of this Contract and the Hulls thereof and the Engines Machinery Furniture Tackle Apparel Stores and Equipments of every such Vessel the said Vessels to be opened in their Hulls whenever the said Officers may require and if any such Vessel or any part thereof or any Engines Machinery Furniture Tackle Apparel Boats Stores or Equipments shall on any such survey be declared by any of such Officers or Agents unseaworthy or not adapted to the service hereby contracted to be performed or if the said Commissioners shall deem it necessary or expedient that any alteration or improvement shall be made therein or any part thereof in order to keep pace with the more advanced state of Science every Vessel which shall be disapproved of or in which such defect or deficiency or want of improvement shall appear shall be deemed inefficient for any service hereby contracted to be performed and shall not be employed

again in the conveyance of Her Majesty's Mails until such defect or deficiency shall have been repaired or supplied or the alterations or improvements as the case may be shall have been made to the satisfaction of the said Commissioners

That the said Company and all Commanding and other Officers of the Vessels to be employed in the performance of this Contract and all Agents Seamen and Servants of the said Company shall at all times during the continuance of this Contract punctually attend to the orders and directions of the said Commissioners or of any of their Officers or Agents as to the landing delivering and receiving Her Majesty's Mails

That the said Company shall and will when and as often as in writing they or the Masters of their respective Vessels shall be required so to do by the said Commissioners or by any Naval or other Officer or Agent acting under their authority (such writing to specify the rank or description of the person or persons to be conveyed and the accommodation to be provided for him or them) receive provide for victual and convey on board each and every or any of the Vessels to be employed in the performance of this Contract for the whole or any portion of the voyages of the said Vessels (in addition to the Naval Officer or other person authorised to have the charge of the said Mails) any Naval Military and Civil Officers in the service of Her Majesty not exceeding 4 as Chief Cabin Passengers and any number of Seamen Marines or Soldiers in Her Majesty's Service not exceeding 8 as Deck Passengers to be effectually protected from Sun Rain and bad weather charging for such Chief Cabin and Deck Passengers two-thirds only of the fares or rates charged by the said Company for ordinary passengers of a similar description not less than 48 hours notice being given to the agent of the said Company at the Port of Embarkation

And that all and every the sums of money hereby stipulated to be forfeited and paid by the said Company unto Her Majesty Her Heirs and Successors shall be considered as stipulated or ascertained damages and shall and may be deducted and retained by the said Commissioners out of any monies payable or which may thereafter be payable to the said Company or the payment may be enforced as a debt due to Her Majesty with full cost of suit at the discretion of the said Commissioners

That the said Company shall and will receive on board each and every of the Vessels employed in the performance of this Contract any number of small packages containing Astronomical Instruments Charts Wearing Apparel, or other Articles and convey and deliver the same to from and between all or any of the said ports or places to or from which the said Mails are to be conveyed in the performance of this Contract when and as often as directed by the British Naval Officer in command at any port where the Vessel may touch free from all costs and charges and also shall and will receive on board each and every of the said Vessels and convey and deliver to from and between all or any of the said ports or places any Naval or other Stores not exceeding 5 tons in weight at any one time in any one Vessel at the rate of freight charged by the said Company for private goods

And that the said Company shall in all cases be strictly responsible for the due custody and safe delivery of the said Packages Articles and Stores Provided always that the said obligation to receive such passengers and stores shall not be binding on the said Company under any circumstance which would endanger or render liable the confiscation or forfeiture of any privileges exclusively granted to the said Company by any of the South American States

That if at any time during the continuance of this Contract the said Commissioners shall deem it requisite to alter the particular days and hours of departure appointed for the departure of the said Vessels from any of the places which the said Vessels are to leave they shall be at liberty at any time or times or from time to time to alter the days and hours of departure on giving a notice in writing of not less than 6 calendar months of such their intention to the said Company provided that any such alteration in the time of departure shall not be such as to prevent the service from being performed by 4 vessels

And it is hereby declared and agreed that this Contract shall commence on the 1st day of July 1846 or on such earlier day as may be mutually agreed on and shall continue in force for 5 years and thenceforward until the expiration of a written notice of twelve calendar months which may at the termination of such five years or at any period of any year afterwards be given either by the said Commissioners under the hand of either of their Secretaries to the said Company or by the said Company to the Commissioners for the discontinuance of the same

And in consideration of the due and faithful performance by the said Company of all the services hereby contracted by them to be performed the said Commissioners do hereby agree that there shall be paid to the said Company so long as they perform the whole of the said services by bills at sight payable by Her Majesty's Paymaster General a sum after the rate of £20,000 per annum in equal quarterly payments The first of such quarterly payments to become due and be made on the 1st day of October 1846 or at the expiration of three calendar months from such another day as may be appointed for the commencement of the term of this Contract And it is hereby further agreed and provided that without the consent of the said Commissioners signified in writing under the hand of one of their Secretaries neither this Contract nor any part thereof shall be assigned underlet or disposed of and that in case of the same or any part thereof being assigned underlet or otherwise disposed of without such consent signified as aforesaid or of any breach of this Contract on the part of the said Company their Officers Agents or Servants it shall be lawful for the said Commissioners for executing the said Office of Lord High Admiral (if they think fit and notwithstanding there may or may not have been any former breach of this Contract) by writing under the hand of one of their Secretaries for the time being to determine this Contract without any previous notice to the said Company or their Agents nor shall the said Company be entitled to any compensation in consequence of such determination but even if this Contract be so determined the payment of

the sum of money hereinafter agreed to be made shall be enforced should the same be not duly paid by the said Company

And it is also agreed that the notices or directions which the said Commissioners or their Secretary Officers or other persons are hereby authorized and empowered to give to the said Company or to their or any of their Officers Agents or Servants may at the option of such Commissioners or their Secretary Officers or other persons be either delivered to the Secretary of the said Company or to the Master of any of the said Vessels or other Officer Agent or Servant of the said Company in the charge or management of any Vessel employed in the performance of this Contract or may be left at the last known Office or house of business of the said Company in England

And lastly for the due and faithful performance of all and singular the covenants conditions provisoes clauses articles and agreements hereinbefore contained which on the part and behalf of the said Company are or ought to be observed performed fulfilled and kept the said Company do hereby bind themselves and their Successors unto our Sovereign Lady the Queen in the sum of £3,000 of lawful money of the United Kingdom to be paid to our said Lady the Queen her Heirs and Successors by way of stipulated or ascertained damages hereby agreed upon between the same Commissioners and the said Company in case of the failure on the part of the said Company in the due execution of this Contract or any part thereof

In Witness whereof two of the Commissioners for executing the Office of Lord High Admiral have hereunto set their Hands and Seals and the said Company have hereto set their Corporate Seal the Day and year first above written

WILLIAM BOWLES, L. S.

HENRY FITZ ROY, L. S.

Signed Sealed and delivered by the said Commissioners in the presence of

JNO. DOUTTY.

The Corporate Seal of the above named Pacific Steam Navigation Company was hereunto affixed by order of the Court of Directors in the presence of

THOMAS BEVIS, Commander, R. N.

WILLIAM TAGGART, Secretary

*Colonial Secretary's Office,  
Sydney, 30th June, 1846.*

GEORGE RODGERS.

**E**NQUIRY having been made by a relative in England, respecting George Rodgers, a commuted Pensioner from the 73rd Regiment, and his grandson, bearing the same name, who are supposed to have proceeded to this Colony; any person who is enabled to afford information respecting the above individuals, is requested to transmit the same to this Office.

*By His Excellency's Command,  
E. DEAS THOMSON.*

GROSE FARM.

**H**IS Excellency the GOVERNOR directs it to be notified, that the Paddocks at Grose Farm, will be put up separately to Auction, for Sale on Lease or Licence for one year, commencing 1st August next, at the Colonial Treasury, Sydney, at Eleven o'clock, on Thursday, the 23rd day of July, namely:—

Lot 1.—Is estimated to contain eighteen acres, and comprises two paddocks, fenced, with the old Stockade and the garden and yard attached thereto, and is situate on the north-western end of Grose Farm, but excludes the Police Station at the western extremity. Upset price £30.

Lot 2.—Estimated to contain twenty-two and a-half acres, comprises two paddocks fenced, and is situated on the south-west corner of the farm. Upset price £15.

Lot 3.—Estimated to contain twenty-six and a-half acres, comprises two paddocks fenced; it is bounded by a fence dividing it from lots 2, 4, & 5. Upset price £18.

Lot 4.—Estimated to contain seventeen and a-half acres, in one paddock fenced; it is bounded by the Parramatta Road, and divided by a fence from lots 3, 5, & 6, and the road along the creek bounding lot 1; out of this lot will be reserved a road, extending from a slip panel on the Parramatta Road to the creek near the Stockade. Upset price £10.

Lot 5.—Estimated to contain thirty-two acres, comprises two paddocks fenced; it is bounded by the Newtown Road, and by fences dividing it from lots 3, 4, & 6. Upset price £20.

Lot 6.—Contains forty-six acres, in one paddock fenced, and is situate at the junction of the Parramatta and Newtown Roads, and is divided by fences from lots 4 and 5; it excludes the Police Station at the eastern corner. Upset price £30.

Lot 7.—Estimated to contain eighteen acres, in two paddocks fenced; it is situated between the old and new Newtown Roads. Upset price £10.

Lot 8.—Estimated to contain six acres, in one paddock fenced; and is situate between the old and new Parramatta Roads; it includes the three roods and two and a-half perches fenced off at the western extremity. Upset price £5.

The purchasers will be required to pay down at the time of sale the amount of one half year's rent in advance, and before allowing possession of the lands or buildings, they must enter into an engagement, with two sureties, for the due payment of the remainder of the rent on the 1st February, 1847, in default of which, the land will be entered on by the Government, and the Licence or Lease annulled.

The parties will be required to keep the fences and buildings (where any,) in repair, and not to cut or injure any of the trees on the land, and to give security also to this effect.

Further particulars respecting the land can be obtained at the Office of the Surveyor General, where a plan of the paddocks can be seen, and respecting the conditions at the Colonial Treasury.

By His Excellency's Command,  
E. DEAS THOMSON.

No. 61. JULY 21, 1846—2

TWENTY POUNDS REWARD OR A CON-  
DITIONAL PARDON.

**W**HEREAS it has been represented to the Government, that for some weeks past a gang of housebreakers have infested the Towns of East and West Maitland; His Excellency the Governor directs it to be notified, that a Reward of Twenty Pounds will be paid to any free person who may give such information as may lead to the apprehension and conviction of the guilty parties, or if the person giving the said information be a Prisoner of the Crown, application will be made to Her Majesty for the allowance to such Prisoner of the Crown of a Conditional Pardon of the second class.

By His Excellency's Command,  
E. DEAS THOMSON.

Colonial Secretary's Office,  
Sydney, 12th June, 1846.

PROVISIONS, 1846.

**T**HE Contractor for furnishing supplies,  
&c, for the Colonial Service, in the  
District of

Berrima,

having (according to agreement,) given three months' notice that his contract will terminate on the 31st August, Notice is hereby given, that Tenders will be received at this Office until 12 o'clock of Monday, the 27th July next, for furnishing from the 1st September to the 31st December, 1846, both days inclusive, the required supplies, the particulars of which and the conditions, are specified in the Notice from this Office, dated 26th August, 1845.

Persons tendering, or their Agents, are requested to attend at this Office on the day appointed for opening the Tenders, to afford any information or explanation that may be required.

By His Excellency's Command,  
E. DEAS THOMSON.

Colonial Secretary's Office,  
Sydney, 12th June, 1846.

PROVISIONS, 1846.

**T**HE Contractor for furnishing supplies,  
&c., for the Colonial Service, in the  
District of

Yass,

having (according to agreement,) given three months' notice that his contract will terminate on the 31st August next, Notice is hereby given, that Tenders will be received at this Office, until 12 o'clock of Monday, the 27th July, for furnishing from the 1st September to the 31st December, 1846, both days inclusive, the required supplies, the particulars of which and the conditions, are specified in the Notice from this Office, dated 26th August, 1845

Persons tendering, or their Agents, are requested to attend at this Office on the day appointed for opening the Tenders, to afford any information or explanation that may be required.

By His Excellency's Command,  
E. DEAS THOMSON.

Colonial Secretary's Office,  
Sydney, 11th July, 1846.

PROVISIONS, 1846.

**T**HE Contractor for furnishing supplies, &c., for the Colonial Service, in the District of

Carcoar,

having (according to agreement,) given three months' notice that his contract will terminate on the 30th September next, Notice is hereby given, that Tenders will be received at this Office until 12 o'clock, of Monday, the 24th August, for furnishing from the 1st October to the 31st December, 1846, both days inclusive, the required supplies, the particulars of which and the conditions, are specified in the Notice from this Office, dated 26th August, 1845.

Persons tendering, or their Agents, are requested to attend at this Office on the day appointed for opening the Tenders, to afford any information or explanation that may be required.

By His Excellency's Command,  
E. DEAS THOMSON.

Colonial Secretary's Office,  
Sydney, 11th July, 1846.

PROVISIONS, 1846.

**T**HE Contractor for furnishing supplies, &c., for the Colonial Service, in the District of

Moreton Bay,

having (according to agreement) given three months' notice that his contract will terminate on the 30th September next, Notice is hereby given, that Tenders will be received at this Office, until 12 o'clock of Monday, the 24th August, for furnishing from the 1st October to the 31st December 1846, both days inclusive, the required supplies, the particulars of which and the conditions, are specified in the Notice from this Office, dated 26th August, 1845.

Persons tendering, or their Agents, are requested to attend at this Office on the day appointed for opening the Tenders, to afford any information or explanation that may be required.

By His Excellency's Command,  
E. DEAS THOMSON.

Colonial Secretary's Office,  
Sydney, 10th July, 1846.

PROVISIONS, 1846.

**T**ENDERS will be received at this Office until 12 o'clock of Monday, the 24th August, for furnishing from the 1st September to the 31st December, 1846, both days inclusive, the supplies of provisions &c., required in the District of

Murrumbidgee,

the particulars of which and the conditions are specified in the Notice from this Office, dated 26th August, 1845.

Persons tendering, or their Agents, are requested to attend at this Office on the day appointed for opening the Tenders, to afford any information or explanation that may be required.

By His Excellency's Command,  
E. DEAS THOMSON.

Colonial Secretary's Office,  
Sydney, 29th June, 1846.

LIGHT HOUSE ON GABO ISLAND.

**T**ENDERS will be received at this Office until 12 o'clock of Monday, the 17th August next, for the erection of a Light House on Gabo Island, near Cape Howe, to be endorsed "Tender for Light House."

A plan and specification may be seen, and further particulars ascertained on application at the Office of the Colonial Architect.

The Tenders must contain the names of two responsible persons as securities for the due performance of the contract, and no Tender can be taken into consideration unless accompanied by a letter from the persons proposed, expressing their willingness to enter into the required bond.

Parties tendering, or their Agents, are requested to attend at this Office, at the time appointed for opening the Tenders, to afford any information or explanation that may be required.

By His Excellency's Command,  
E. DEAS THOMSON.

Colonial Secretary's Office,  
Sydney, 20th July, 1846.

BANK LIABILITIES AND ASSETS.

**T**HE following General Abstract of the average amount of the Liabilities and Assets of the Commercial Banking Company, of Sydney, during the Quarter from the 1st April, to the 30th June, 1846, having been transmitted to this Office, as required by the second section of the Act of Council, 4th Victoria, No. 13; His Excellency is pleased to direct its publication, in conformity with the same clause in the said Act.

By His Excellency's Command,  
E. DEAS THOMSON.

**GENERAL ABSTRACT**, shewing the Average Amount of the **LIABILITIES** and **ASSETS** of the **COMMERCIAL BANKING COMPANY OF SYDNEY**, taken from the several **WEEKLY STATEMENTS**, during the **QUARTER**, from the 1st of **APRIL**, to 30th **JUNE**, 1846.

LIABILITIES.	AMOUNT.		TOTALS.		ASSETS.	AMOUNT.		TOTALS.	
	£	s. d.	£	s. d.		£	s. d.	£	s. d.
Notes in Circulation { Not bearing Interest..... Bearing Interest	47,004	9 3	47,004	9 3	Coined Gold and Silver, and other coined Metals			113,307	7 0
Bills in Circulation { Not bearing Interest..... Bearing Interest	44	5 10	44	5 10	Gold and Silver in Bullion or Bars				
Balances due to other Banks .....			68	14 7	Landed Property .. .. .			6,713	5 10
Deposits { Not bearing Interest .....	203,814	6 6	203,814	6 6	Notes and Bills of other Banks .. .. .			4	8 7
{ Bearing Interest					Balances due from other Banks			47,658	14 4
Total Amount of Liabilities .....	£		250,931	16 2	Amount of all Debts due to the Bank, including Notes, Bills of Exchange, and all Stock and Funded Debts of every description, excepting Notes, Bills, and Balances, due to the said Bank from other Banks			217,372	9 1
Amount of the Capital Stock paid up at this date .. .. .			123,192	10 0	Total Amount of Assets .. .. .			£	355,056 4 10
Rate of the last Dividend declared to the Shareholders .. .. .			10	Cent.					
Amount of the last Dividend declared .. .. .			6,158	9 2					
Amount of the Reserved profits after declaring such Dividend .. .. .			7,411	17 8					

E. COURTNEY, Cashier.  
W. A. F. TOWNEND, Accountant.

I, **Lesslie Duguid**, make Oath, that to the best of my knowledge and belief, the foregoing Abstract is a true and faithful Account of the Average Amount of Assets and Liabilities of the above Bank during the period specified; and that the same was made up from the Weekly Statements thereof, kept in pursuance of the provisions of the Act of the Governor and Council, 4 Victoria, No. 13.

Sworn before me, at Sydney, } **THOMAS BARKER**, Justice of the Peace.  
this 17th day of July, 1846. }

**LESSLIE DUGUID**,  
Managing Director.

**ABSTRACT of the METEOROLOGICAL JOURNAL kept at the SOUTH HEAD of PORT JACKSON, during the Month of MAY, 1846.**  
The Station is 240 feet above the level of the sea.

Period, both days inclusive.	State.		Barometer.		Attached Thermometer.		Thermometer in Shade.				Wet thermometer.	Rain fallen.	Prevailing Winds.	General Remarks.
	Highest	Lowest	8 1/2 A.M. 2 1/2 P.M.	Sunset. 9 P.M.	8 1/2 A.M. 2 1/2 P.M.	Sunset. 9 P.M.	3 1/2 A.M. 2 1/2 P.M.	Sunset. 9 P.M.	6 P.M.	9 P.M.				
1st to 7th.	Highest 30.002	Lowest 29.675	30.033	29.688	60	53	63	61	60	51	62	0.092	W. by S.; S., & S. by E.	Unsettled weather, with strong winds, and three days strong gales and squalls. Clear dry weather chiefly, with light winds and calms; one day a hot wind.
8th to 14th.	Highest 30.153	Lowest 29.845	30.141	29.733	63	56	69	67	62	54	65	0.008	Westerly; S.E. to N.E. and 14th, N.W.	
15th to 21st.	Highest 29.909	Lowest 29.606	29.895	29.572	65	58	64	63	63	48	64	0.10	N.E. 17 & 19; rest W. and S. Westerly.	Mild pleasant weather to 17th; high wind and lightning 18th; furious S.W. gale and rain 20th. Dry pleasant weather with light winds and calms to 28th, subsequent days strong westerly and southerly gales; showery.
22nd to 31st.	Highest 30.172	Lowest 29.512	30.159	29.460	62	51	66	63	60	51	63	1.234	N.W. & N. 27 to 29; rest S. Westerly.	
Mean of the month.	29.908	29.894	29.862	29.894	57.54	61.54	60.45	59.61	54.32	62.45	58.16	1.434	The hottest day of the month was the 14th. The coldest day was the 30th.	
Barometer.	Day of Month.	Moon's Age.	Height.	Wind.										
Highest ..	24th	29	30.172	W.S.W. With rain.										
Lowest ..	30th	5	29.442	W.—S.W. Strong gales and rain.										

**COMPARATIVE STATEMENT OF THE PREVALENCY OF THE VARIOUS WINDS.—RELATIVE RANGE OF BAROMETER, &c.**

Quarter of Wind.	Total No. of days prevalent.	General character of Winds.		Total quantity of rain during prevalence of each wind.		Relative range of Barometer.		Total number of days		Maximum quantity in any one day.	Date.	Wind at the time
		Moderate and fresh breezes	With rain.	Highest.	Lowest.	with rain	without rain					
N. to N.E.	4	..	..	..	..	30.034	29.650	8	23	1.17	30th	S.W.—S.
N.E. to E.	3	..	..	..	..	30.078	29.667					
E. to S.E.	3	..	..	..	..	30.159	29.895					
S.E. to S.	2	..	..	..	..	30.104	29.902					
S. to S.W.	5	..	..	0.350	..	30.143	29.460					
S.W. to W.	11	..	..	1.08	..	30.172	29.442					
W. to N.W.	3	..	..	0.004	..	29.845	29.512					
N.W. to N.	31	..	..	1.434	..							



### QUARTER SESSIONS.

**N**OTICE is hereby given, that a Court of General Quarter Sessions of the Peace, in and for the Colony of New South Wales, will be holden at the Criminal Court House, Sydney, on Monday, the 3rd day of August next, when and where all persons under recognizances to appear as prosecutors, witnesses, or defendants, or who have appeals to interpose, or other business to transact, are desired to give their attendance at Ten o'clock in the forenoon.

E. ROGERS,  
Clerk of the Peace.

Macquarie-street, Sydney,  
6th July, 1846.

### NOTICE.

**T**HE undermentioned individual having absconded from this District, and a warrant having been issued for his apprehension, for a larceny, all Constables are hereby required to use their utmost exertion in apprehending him and lodging him in custody.

Name—John Thompson, generally known by the name of "Stuttering Jack."

Age—About seventy.

Height—About 5 feet 8 inches.

Hair—Brown to grey.

Eyes—Hazel or grey.

Remarks—Has a considerable impediment in his speech, and stoops a good deal.

By order of the Bench of Magistrates,

EDWARD WILSON,  
Chief Constable.

Police Office, Penrith,  
10th July, 1846.

### COOK'S RIVER ROAD.

**A** Requisition having been forwarded to the Justices in Petty Sessions assembled for the District of Sydney, by one-third of the number of Proprietors of Land on and within three miles of and usually approached by the Cook's River Road, requesting that a Meeting of the said Proprietors might be called, for the purpose of Newly Electing Trustees for the said Road, in the room of the present Trustees, who retired from Office on the 30th ultimo, We hereby give notice, that a Meeting of such Proprietors, will be holden at this Office, before Acton Sillitoe, Esquire, Presiding Magistrate, assisted by Robert Bourne and Joshua Fray Josephson, Assessors, on Tuesday, the 18th day of August next, at the hour of Twelve, noon, for the purpose of Electing Trustees for the said Road, conformably to the second section of the Act of Council, 4 Victoria, No. 12.

Given under our hands at the Police Office, Sydney, this 16th July, 1846.

H. MACDERMOTT, J.P.

CHARLES WINDEYER, J.P.

945

12s. 6d.

### NOTICE.

**T**HE sale of Cattle advertised to take place at the Pound, Goulburn, on the 18th of July, is postponed to the 25th July.

JAMES MARSDEN,  
Poundkeeper.

937

3s.

No. 61. JULY 21, 1846.—3

In the Supreme Court of New South Wales.

### ECCLESIASTICAL JURISDICTION.

In the Will and Codicil of George Cupitt, late of the District of Evan, in the Colony of New South Wales, farmer, deceased.

**N**OTICE is hereby given, that at the expiration of fourteen days from the publication of this notice, application will be made to this Honorable Court, on behalf of Patrick Byrne, of Windsor, in the said Colony, wheelwright, and George Cupitt, of South Creek, near Windsor, aforesaid, farmer, the Executors named in the said Will, for probate of the said Will and Codicil to be granted to them.—Dated the 17th day of July, 1846.

FRANCIS BEDDEK,  
Windsor,

Proctor for the said EXECUTORS.

By GEORGE COOPER TURNER,  
his Agent.

939.

In the Supreme Court of New South Wales.

### ECCLESIASTICAL JURISDICTION.

In the goods of Michael Moore, late of the Wollombi, in the Colony of New South Wales, yeoman, deceased.

**N**OTICE is hereby given, that Mary Ann Moore, widow of the above-named Michael Moore, will, after the expiration of fourteen days from the publication of this notice, apply to the Honorable the Supreme Court, in its Ecclesiastical Jurisdiction, that Letters of Administration of the goods, chattels, credits and effects of the above-named Michael Moore, deceased, be granted to her.—Dated this 13th day of July, 1846.

F. W. DAVIES,

940

Proctor for the said MARY ANN MOORE.

In the Insolvent Estate of Ranulph Dacre, of Hunter-street, Sydney, merchant.

### NOTICE TO CREDITORS.

**T**AKE notice, that I, Ranulph Dacre, the above-named Insolvent, intend, on Thursday, the 27th day of August next, to apply to the Chief Commissioner of Insolvent Estates, at Sydney, that a Certificate be granted to me, under an Act of the Governor and Legislative Council of New South Wales, passed in the seventh year of the reign of Her present Majesty Queen Victoria, (7 Vic., No. 19) intituled, "An Act to amend an Act, intituled, 'An Act for giving relief to Insolvent persons, and providing for the administration of Insolvent Estates, and to abolish imprisonment for debt.'"—Sydney, 20th July, 1846.

944

RANULPH DACRE.

In the Insolvent Estate of Thomas Chaplin Breillat.

(By order of the Official Assignee.)

**M**R. SAMUEL LYONS will sell by Auction, at his Mart, corner of George-street and Charlotte-place, on Monday, 27th July, at Eleven o'clock—

One Debenture of the Australasian Sugar Company for £20.

CLARK IRVING,  
Official Assignee.

943

COURT OF CLAIMS.

NOTICE OF HEARINGS.

THE Commissioners hereby give notice of their intention to proceed in the investigation of the undermentioned Claims to Land and to a Town Allotment, the descriptions of which for Deeds of Grant have been fully set forth in former advertisements, on Monday, the 27th day of July instant, at Eleven o'clock.

NO. OF CASE.	NAME OF CLAIMANT.	NAME OF SOLICITOR.
1254	Mrs. Sophia Beeson	James Norton.
1255	James McRoberts	

By the direction of the Commissioners,  
JOHN THOMPSON, Secretary.

Court of Claims' Office, July 3, 1846.

COURT OF CLAIMS.

NOTICE is hereby given, that the following Claims for Deeds of Grant of Land and of a Town allotment will be ready for the examination of the Commissioners appointed for that purpose, under the Act of Council, 5 Wm. IV., No. 21, at the expiration of two months from this date, before which day any caveat or counter claim must be entered at this Office. Due notice will be given of the days appointed for the hearings.

Case No. 1254.—Mrs. Sophia Beeson, of Sydney, widow, by her attorney James Norton, Esquire.

Nineteen perches, County of Cumberland, City of Sydney, parish of St. Lawrence, allotment No. 6 of section No. 16; bounded on the east by Elizabeth-street, bearing north 3 degrees 15 minutes west 106 links; on the north by Park-street, bearing west 2 degrees south 114 links; on the west by No. 7 allotment, bearing south 3 degrees 30 minutes east 104 links; and on the south by No. 5 allotment, bearing east 2 degrees 30 minutes north 114 links.

A Deed of Grant of this land having, in consequence of an erroneous announcement in the Gazette dated 13th April, 1839, issued in favor of Thomas Beeson instead of John Beeson, now deceased, the Deed is void, and a fresh Deed is prayed for by claimant, by

whom the property was purchased of Edward Whitehouse, on the 16th December, 1820, prior to her marriage with the said John Beeson, who had no title thereto, it not being a leasehold.

Case No. 1255.—James McRoberts, of Church-street, Parramatta.

One hundred and fifty acres, in the County of Cook, and parish unnamed, at Cooba, near Burragarang, situated on the north-east side of Cox's River; bounded on the east by a line north 55 chains; on the north by a line west 45 chains to Cox's River; and on the south and west by Cox's River.

This land was located on an order of Sir Thomas Brisbane, dated 3rd February, 1826, in favor of Sarah Hurrie, whose daughter claimant has married. The above description was inserted in the Gazette notice under date 6th November, 1837, preparatory to the making out of a Deed of Grant in favor of the original promisee.

By the direction of the Commissioners,  
JOHN THOMPSON,  
Secretary.

Court of Claims' Office,  
6th June, 1846.

IMPOUNDED at Windsor, on the 14th day of July, 1846, from Wilmington, by order of J. A. Betts:—  
One blue and white heifer, no brands legible, 18 months old, tip off the near ear; damages 3d.  
If not claimed and released on or before the 7th day of August, 1846, will be sold agreeably to Act of Council.

JAMES METCALF, Poundkeeper. 9s.

934

IMPOUNDED at Anvil Creek, on the 11th day of July, 1846:—  
One bay horse, aged, star in forehead, switch tail, saddle and collar marked, off knee broken, slight scars about eyes, shod all round, branded W on neck off side, an illegible brand supposed to be TE conjoined off shoulder, no other brands legible.

If not released will be sold twenty-four days from first publication of this advertisement.

E. FRANKS, Poundkeeper.

936

9s. 6d.

IMPOUNDED at Jerry's Plains, on the 12th day of June, 1846, from Carrington Park:—

One bay mare, white stripe down face, dark points, a blotched brand like CT on near shoulder, about six years old, about 14 hands high, appears to be unbroken, has a light bay horse foal by her side, a small illegible brand resembling JB on near shoulder, near fore foot white to a little above the hoof, near hind foot white above fetlock joint, about seven months old; damages 1s. each.

Also, from Oak Range, on the 20th June:—

One bay colt, black points, an indistinct brand resembling B off side of neck a little above the shoulder, apparently rising four years old, about 15 hands, appears to be unbroken; damages 2d.

Also, from Carrington Park, on the 1st July:—

One bay mare, white spot in forehead, both hind feet white to a little above the hoof, branded F and like C underneath conjoined with the lower part of the top letter on near shoulder, about 5 years old, about 15 hands high, appears to be unbroken, large head, mane, tail, and fore-feet black; damages 1s; a bay horse foal by her side, indistinct brand like IC on near shoulder, about 8 months old, white stripe down face; damages 1s.

If not released on or before the 1st day of August, they will be sold agreeably to Act of Council.

J. J. HARPUR, Poundkeeper.  
13s. 6d.

915

**IMPOUNDED** at St. Aubin's Pound, Scone, on the 6th day of July, 1846, from Dartbrook:—

One yellow and white cow, piece off off ear, branded SC off rump, C off shoulder, CR near rump.

2

One red bullock, same brands.

One white cow, red spots about the head and neck, branded KER near ribs, with a white heifer calf by her side, red spots about the head and neck, apparently same brand near ribs.

One red steer, branded like PW or EW near rump, near ear slit, coat rough, about two years old; damages 3d. each.

Also, on the same day, from Turan Villa:—

One bay mare, black points, short tail, branded D or JD D JD

conjoined off shoulder, a faint brand on near shoulder, 14 hands high.

Also, on the 7th July, from Dartbrook, for trespass, by order of Mr. Trinkle:—

One red and white bull, small horns, no legible brand, about two years old.

One brindle cow, white belly, low in condition, coat rough, illegible brand on ribs both sides, has a strawberry heifer calf by her side, no legible brand, about six months old.

One brown poley heifer, branded like B off rump, an illegible brand like CG off ribs.

Also, on the 9th July, from Segenhoe:—

One red sided strawberry bullock, branded 22 near shoulder, like JO near rump.

If not duly released, they will be sold on Monday, the 4th day of August, pursuant to Act of Council.

JOHN CLARK, Poundkeeper.

935

15s. 3d.

**IMPOUNDED** at Goulburn, on 13th of July, 1846, from the Estate of H. H. M'Arthur, Esquire, J.P.:—

One black and white cow, small horns, branded T and C reversed or q and G reversed left rump, a dark brown and white calf at foot, branded M right rump.

M

One black heifer calf, same brand right rump.

One red and white cow, same brand right rump.

One red and white cow, same brand right rump.

One strawberry steer, same brand off rump.

One red steer, some white on belly and tail, same brand off rump.

One red heifer, same brand right rump.

One yellow and white heifer same brand right rump.

One black and white steer, same brand off rump.

One yellow steer, star on forehead, some white on back, belly, and tail, same brand off rump.

One brindle and white cow, same brand right rump.

One yellow and white heifer, same brand left rump.

One brown steer, white tail, same brand near rump.

One yellow sided steer, white back, belly, and tail, same brand near rump.

One red and white heifer, same brand right rump.

One yellow heifer, some white on belly, apparently same brand left rump.

One brindle and white steer, same brand near rump.

One yellow heifer calf, same brand right rump.

One yellow sided heifer, white on back, belly, and tail, same brand right rump.

One blue and white spotted heifer, same brand left rump.

One yellow steer, white hind legs and tail, same brand off rump.

One brindle and white heifer, same brand right rump.

One yellow and white cow, branded JK over L left rump, HR right rump, GP right thigh, like NBD right ribs;

a brindle and white calf at foot, branded JK left rump.

One red and white cow, branded JB over L right thigh, JB right ribs.

One red sided heifer calf, white back, belly, legs, and tail, branded JK over L left rump.

One yellow and white cow, no visible brand.

If not released before the 12th day of August next, they will be sold agreeably to Act of Council.

JAMES MARSDEN, Poundkeeper.

938

13s. 3d.

**IMPOUNDED** at Camden, on the 7th July, from the Estate of Alexander M'Leay, Esquire:—

One red and white bull, branded AR or AB on rump off side.

One red and white cow, branded RM or KM on rump off side, horns turned in.

One black cow, branded AR on rump near side.

One brindle cow, branded AR on rump near side.

One brindle and white poley cow, branded HR or HK on rump off side.

One red cow, part of belly white, branded AR or AK or A and like on rump off side.

One red heifer, branded AR on rump off side.

One red and white steer, branded AR or AB on rump off side, white star in forehead; damages 6d. each.

If not released to be sold twenty-four days from this date.

EDWARD CAHILL, Poundkeeper.

911

10 July, 1846.

11s. 3d.

**IMPOUNDED** at Blackman's Swamp, on the 2nd day of July, 1846, from Mr. Rane:—

One light bay mare, with black points, switch tail, branded MS near shoulder, broke down in both fore fetlocks, 9 years old, about 15 hands high.

One grey filly, with long tail, branded apparently MS near shoulder, 3 years old, about 15 hands high.

One dark bay filly, with black points, long tail, branded T A off shoulder, rising 4 years old, about 15 hands high; damages 6d. each.

If not previously released will be sold in twenty-one days from the date of publication.

EDWARD SMITH, Poundkeeper.

917

10s. 3d.

**IMPOUNDED** at Genning, on the 3rd day of July, 1846, from the Estate of Mr. E. Woodhouse, Fish River:—

One brindle poley cow, branded JWC off ribs, IC off rump.

One dark brown poley cow, branded JWC off ribs.

One strawberry cow, same brand.

One yellow cow, white back, same brand.

One brindle cow, bit off right horn, same brand.

One yellow cow, white rump, same brand.

One red cow, same brand.

One brindle cow, branded apparently JS off rump, S off thigh, white back and belly, cock horns.

One dark brindle cow and calf, branded M D off rump, D M near thigh, OS conjoined near rump, a blotched brand

on ribs.

One strawberry poley heifer apparently P A on off rump and PK off ribs, bit out of right ear.

One yellow steer, slit in right ear, branded WB or WH off rump, No. 13 off shoulder; damages 3d. each.

If not released on or before the 27th day of July, 1846, they will be sold according to Act of Council.

SAMUEL CROWTHER, Poundkeeper.

912

13s.

**IMPOUNDED** at Kelso on the 27th of June, 1846:—

One brindle sided bullock, slit in each ear, branded like A over W off hip, and like M off thigh, about 4 years old.

One yellow steer calf, branded like JA off rump, about 8 months old.

One black heifer, no visible brand, about 20 months old.

One red poley cow, white belly, branded MB off rump, blotched brand off ribs.

One brindle sided cow, branded like CT off rump and TC off shoulder.

One brindle and white bull calf, unbranded, about 8 months old.

One yellow brindle cow, illegible brands off rump and ribs, aged.

If the above cattle are not released on or before Wednesday, the 5th day of August, they will be sold at Arthur's Inn, Bathurst, agreeably to Act of Council.

JOHN TREWREN, Poundkeeper.

916

12s.

**I**MPOUNDED at Hartley, on the 10th day of July, 1846, from Mounted Police :—

One aged grey horse, docked switch tail, branded B or 8 on the near side under the saddle, and an indescribable brand on the shoulder, about 14½ hands high, supposed to be that rode by the bushranger M'Intyre.

If not previously released will be sold in twenty-four days from the date of publication.

JAMES M'CAY, Poundkeeper.

914

9s. 3d.

**I**MPOUNDED at Cowra Rocks, Lachlan River, on the 15th day of June, 1846, from the Estate of George Rankin, Esq. :—

One old black cow, a little white on back and belly, a piece off under part of near ear, branded JS off thigh, like TS off ribs, like MM near rump.

93

One blue strawberry steer, white belly, branded JK conjoined near thigh, about 12 months old.

One red steer, brand on off ribs not legible.

Also, on the 22nd of June, from Wagola :—

One bright bay mare, small star in forehead, saddle marks, near fore fetlock white, off hind heel white, branded WP near shoulder, WS off shoulder, about 6 years old, 14½ hands high, a bright bay filly foal by her side, unbranded, about 6 or 7 months old; damages 6d. each.

If not released will be sold in twenty-four days from this date.

WILLIAM BEST, Poundkeeper.

913

11s. 6d.

**I**MPOUNDED at Emu Ferry Pound, by order of the Magistrates at Penrith :—

One brownish black horse, aged, apparently unbranded, near heel white, a white spot in forehead, saddle marked, very much shook; was lately in the possession of a man known as "Stuttering Jack."

Also, by Mr. Archibald B. Cox, from the Run at Winbourne :—

One red and white heifer, one horn broken, unbranded.

One red heifer, white belly and face, branded apparently 44 off rump, TJ near rump, illegible brand near shoulder.

One red and white poley heifer, indistinct brand on off rump.

One brown and white cow, in calf, branded apparently M-B off rump.

One black and white poley cow, ear marked, branded apparently WS off rump.

One red and white bull calf, unbranded.

One strawberry heifer, branded apparently TE off rump.

One red bull calf, unbranded.

One red steer, white cheeks and forehead, unbranded.

One red and white steer, branded JC near rump.

One red heifer, unbranded.

One red heifer calf, unbranded.

One red and white steer calf, unbranded; damages 3d. per head.

The above will be sold at the Court House, Penrith, if not previously released, on Friday, 14th August, at Twelve o'clock, pursuant to Act of Council.

G. H. BODE, Poundkeeper,

11s. 6d.

941

**I**MPOUNDED at the West Maitland Pound, on the 10th, 14th, & 15th days of July, 1846, from Dagworth, Oakhampton, and Hart Hill :—

One strawberry cow, off horn down, branded apparently S or 8 on near shoulder, aged; has a red and white bull calf by her side.

One red cow, the point of the off horn, an indescribable brand and 3 under on near side, apparently 2 on near shoulder, TR or g on off ribs, apparently KR or HR or K on off rump; has a red and white heifer calf by her side; both cows very poor; damages 6d. each.

One red strawberry stag, white belly and bottom of tail, branded apparently JC or JG on near rump.

One red cow, bottom of tail white, branded apparently TH on near rump; damages 5s. each.

One chesnut mare, star & snip, long tail, branded apparently IL or JL under saddle near side, apparently N or M or K on off shoulder, about 14½ hands high; has a black colt by her side, star & both hind feet white, apparently same brands.

One chesnut mare, about 14½ hands high; has a bay colt by her side, apparently same brands; these horses are in low condition.

If not released will be sold in twenty-four days from this date.

THOMAS LEDSAM, Poundkeeper.

942

West Maitland, 16th July, 1846.

13s. 6d.

SYDNEY :—Printed by W. W. DAVIES, at the Government Printing Office, Bent-street, July 21, 1846.

