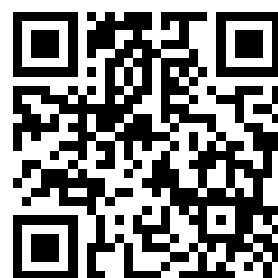

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R E P O R T

FROM THE

Gt. Brit. Parliament, 1838.

House of Commons

SELECT COMMITTEE

ON

RAILROAD COMMUNICATION;

TOGETHER WITH THE

MINUTES OF EVIDENCE,

APPENDIX, AND INDEX.

*Ordered, by The House of Commons, to be Printed,
28 March 1838.*

Lunæ, 27° die Novembris, 1837.

Ordered, THAT a Select Committee be appointed to consider the present State of the Communications by Railroads, so far as it affects the Regularity and Convenience of the Transmission of Letters, and the Post-office in general; to ascertain on what Terms Mails are now conveyed by the Railroads in operation; and what Measures it may be just and expedient to adopt for the purpose of securing to the Public, in future, the benefit of the Conveyance of the Mails by Railroads.

And a Committee was appointed of,—

Mr. Baring.	Mr. Greene.
Mr. Wallace.	Lord Seymour.
Mr. Labouchere.	Mr. Easthope.
Lord Viscount Lowther.	Lord Granville Somerset.
Mr. Gillon.	Lord Charles Fitzroy.
Lord Viscount Sandon.	Sir Robert Ferguson.
Mr. Hutton.	Mr. Loch.
Mr. Scholefield.	

Ordered, THAT the Committee have power to send for Persons, Papers, and Records.

Ordered, THAT Five be the Quorum of the Committee.

Mercurii, 28° die Martii, 1838.

Ordered, THAT the Committee have power to report their Opinion, together with the Minutes of Evidence taken before them, to The House,

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R E P O R T.

THE SELECT COMMITTEE appointed to consider the present State of the Communications by RAILROADS, so far as it affects the Regularity and Convenience of the Transmission of Letters and the Post Office in general; to ascertain on what Terms Mails are now conveyed by the Railroads in operation; and what Measures it may be just and expedient to adopt for the purpose of securing to the Public, in future, the benefit of the Conveyance of the Mails by Railroads; and who had power to Report their Opinion, together with the MINUTES OF EVIDENCE taken before them;— HAVE considered the Matter to them referred, and agreed to the following RESOLUTIONS:

Resolved,

1. THAT it appears to this Committee that Companies which are the Proprietors of Railways have it in their power practically to prevent the due transmission of the Correspondence of the Country by the means of the Post-office, as well as to impose upon the Public whatever terms they think fit for its conveyance.

2. THAT it is expedient that the Legislature should forthwith take steps to ensure the regular and speedy transmission of this Correspondence by means of the Railways which either have been or may hereafter be completed, upon such terms as shall afford to their Proprietors a just and reasonable remuneration under all the circumstances of the case.

3. THAT although this Committee have been most anxious to discover some general rule by which the Rates of Payment to be made by the Post-office to the Companies for the services required from them shall be determined, yet that they are convinced of the inexpediency of attempting to fix any such rule in the present imperfect state of the Railway Communications of this country, and of the uncertain data which they as yet afford, upon which the necessary calculations can be founded.

4. THAT this Committee feel the subject to be of such vast importance to the country at large, that they must submit to The House the necessity of the attention of Parliament being constantly directed to it, with the view at the earliest possible period of laying down, by Legislative enactment, some fixed and general principles for the due transmission of the Post-office Correspondence of the country on the Railways.

5. THAT as the best means of meeting the present difficulties and necessity of the case, this Committee recommends that a Bill should forthwith be submitted to Parliament to compel Railway Companies duly to perform all such services as may be required from them by the Postmaster-general, whether by means of Ordinary or Special Trains ; and that if the Post-office and the Companies shall not agree upon the price which is to be paid for its performance, the question of the amount of payment shall be referred to Arbitrators, of which one shall be appointed by each of the contracting parties ; and that these two shall name a third, and that their decision shall be final : and that it shall not be lawful for any Company to enact any Bye-law which shall restrain the powers thus conferred upon the Post-office.

6. THAT it likewise appears to this Committee that it is expedient that a power should be given to the Post-office to run their own engines upon any Railway, with a train containing a limited number of passengers and weight of luggage, if they shall so think fit, without the payment of any Tolls ; subject, however, to a payment to be fixed, by arbitration if necessary, for any services and accommodation which may be required from the Company by the Post-office.

28 *March* 1838.

PROCEEDINGS OF THE COMMITTEE.

Mercurii, 29^o die Novembris, 1837.

MEMBERS PRESENT.

Sir R. Ferguson.
Mr. Greene.
Mr. Gillon.
Mr. Hutton.
Lord Sandon.

Mr. Easthope.
Lord Lowther.
Mr. Wallace.
Lord Seymour.
Mr. Labouchere.

Martis, 20^o die Martii, 1838.

MEMBERS PRESENT.

Mr. Greene.
Lord Charles Fitzroy.
Mr. Wallace.
Mr. Hutton.
Mr. Easthope.

Mr. F. Baring.
Mr. Loch.
Lord Sandon.
Mr. Gillon.

The Right Hon. H. LABOUCHERE IN THE CHAIR.

Martis, 27^o die Martii, 1838.

MEMBERS PRESENT.

Mr. Greene.
Lord Charles Fitzroy.
Mr. Easthope.
Mr. Gillon.
Mr. Wallace.

Sir Robert Ferguson.
Lord Seymour.
Mr. Loch.
Mr. Hutton.
Mr. Baring.

The Right Hon. H. LABOUCHERE IN THE CHAIR.

Motion made (by Mr. *Wallace*), and Question put,

THAT it is the opinion of this Committee, that Railway Companies have obtained Acts of Parliament to take forcibly the lands, houses, pleasure-grounds, and ornamental properties of private persons, solely on the ground of Public Utility.

That, in return for the forcible taking away and violation of private rights, in addition to those already invaded by common roads, Railway Companies held out cheap, expeditious, and easy travelling.

That sanctioning the investment of private capital for obtaining public convenience and commercial prosperity by injuring and taking away private property, *volens volens*, was based on the declared principle of conferring great benefits on the public, accompanied by moderate profits only to the adventuring parties.

That by the oldest Statutes establishing the conveyance of letters sent by post, the principle is clearly laid down that the mails shall pass toll-free, which has been generally extended to passenger mail-coaches, and is now the law of England.

That this practice all over England accords with the law.

That the exceptions in Ireland are comparatively few, apply to passenger carriages only, and have arisen out of particular circumstances, and local Acts of the Irish Parliament.

That in Scotland mail-carriages without passengers, and horse-posts, invariably pass toll-free, although some mail-coaches pay toll.

That Railways made of iron, like turnpike-roads made of stone, have been constructed at the expense of individuals or communities, and have obtained their rights subject to their being held as public property, and had the privilege of levying tolls conferred by Act of Parliament, precisely similar to Acts for roads of stone or wood.

That mails of all kinds should have a right to pass toll-free on all roads, whether laid with stone, wood, or iron, with or without passengers, to the same extent and in the same manner as is presently recognised by law and usage in England, Scotland, and Ireland, on common roads.

That bestowing exclusive and unnecessary privileges, or sanctioning exorbitant profits to Railway Companies, who have been permitted forcibly to take away the rights, privileges, and property of others, as well as to injure or destroy vested rights without compensation, such as road trusts, inns, coaching establishments, and other vested rights and property, which have been reduced in value, if not destroyed by the introduction of Railways, is unconstitutional, unjust, and should be prevented.

That there are Twenty-two Railway Bills now before Parliament, the contents and progress of which should be anxiously watched over, in order to secure for the People all the advantages which this mode of conveyance would place within their reach if properly guarded by Parliament.

That no Railway Company should have the power of making Bye-laws to affect public interests, or to curtail or take away rights or privileges enjoyed on other public roads, unless subsequently sanctioned by Parliament.

That laws should be enacted to provide against Railway Companies exercising exclusive rights prejudicial to the service of the Post-office or the Public, or exacting extravagant profits unsanctioned by the evidence adduced when seeking Parliamentary interference.

Ayes, 2.

Mr. Wallace.
Mr. Gillon.

Noes, 8.

Mr. Baring.
Lord C. Fitzroy.
Mr. Greene.
Mr. Loch.
Sir Robert Ferguson.
Lord Seymour.
Mr. Easthope.
Mr. Hutton.

Motion made (by the *Chairman*), and Question put,

1. That it is the opinion of this Committee, that it appears to this Committee that Companies which are the Proprietors of Railways have it in their power practically to prevent the due transmission of the Correspondence of the Country by the means of the Post-office, as well as to impose upon the Public whatever terms they think fit for its conveyance.

Ayes, 9.

Mr. Baring.
Lord C. Fitzroy.
Mr. Greene.
Mr. Loch.
Sir Robert Ferguson.
Lord Seymour.
Mr. Hutton.
Mr. Gillon.
Mr. Wallace.

Noes, 1.

Mr. Easthope.

Motion made (by the *Chairman*), and

2. *Resolved*, That it is the opinion of this Committee, that it is expedient that the Legislature should forthwith take steps to ensure the regular and speedy transmission of this Correspondence by means of the Railways which either have been or may hereafter be completed, upon such terms as shall afford to their Proprietors a just and reasonable remuneration under all the circumstances of the case.

Motion

Motion made (by the *Chairman*), and

3. *Resolved*, That it is the opinion of this Committee, that although this Committee have been most anxious to discover some general rule by which the Rates of Payment to be made by the Post-office to the Companies for the services required from them shall be determined, yet that they are convinced of the inexpediency of attempting to fix any such rule in the present imperfect state of the Railway Communications of this country, and of the uncertain data which they as yet afford, upon which the necessary calculations can be founded.

Motion made (by *Mr. Greene*), and

4. *Resolved*, That this Committee feel the subject to be of such vast importance to the country at large, that they must submit to the House the necessity of the attention of Parliament being constantly directed to it, with the view at the earliest possible period of laying down by legislative enactment some fixed and general principles for the due transmission of the Post-office Correspondence of the country on the Railways.

Motion made (by the *Chairman*), and Question proposed,

5. That it is the opinion of this Committee, that as the best means of meeting the present difficulties and necessity of the case, this Committee recommends that a Bill should be forthwith submitted to Parliament to compel Railway Companies duly to perform all such services as may be required from them by the Postmaster-general, whether by means of Ordinary or Special Trains; and that if the Post-office and the Companies shall not agree upon the price which is to be paid for its performance, the question of the amount of payment shall be referred to Arbitrators, of which one shall be appointed by each of the contracting parties; and that these two shall name a third, and that their decision shall be final; and that it shall not be lawful for any Company to enact any Bye-law which shall restrain the powers thus conferred upon the Post-office.

Amendment proposed (by *Mr. Easthope*), after "performance," to insert "or in respect to the time of such performance."

Question put, That those words be there inserted :

Ayes, 1.
Mr. Easthope.

Noes, 9.
Mr. Baring.
Lord Charles Fitzroy.
Mr. Greene.
Mr. Loch.
Sir Robert Ferguson.
Lord Seymour.
Mr. Hutton.
Mr. Gillon.
Mr. Wallace.

Another amendment proposed (by *Mr. Gillon*), at the end of the motion to add, "or shall in any way whatever interfere with the public convenience."

Question put, That those words be there added :

Ayes, 1.
Mr. Gillon.

Noes, 9.
Mr. Baring.
Lord Charles Fitzroy.
Mr. Greene.
Mr. Loch.
Sir Robert Ferguson.
Lord Seymour.
Mr. Easthope.
Mr. Hutton.
Mr. Wallace.

Resolved, That it is the opinion of this Committee, that as the best means of meeting the present difficulties and necessity of the case, this Committee recommends that a Bill should be forthwith submitted to Parliament to compel Railway Companies duly to perform all such services as may be required from them by the Postmaster-general, whether by means of Ordinary or Special Trains; and that if the Post-office and the Companies shall not agree upon the price which is to be paid for its performance, the question of the amount of payment shall be referred to Arbitrators, of which one shall be appointed by each of the contracting parties; and that these two shall name a third, and that their decision shall be final; and that it shall not be lawful for any Company to enact any Bye-law which shall restrain the powers thus conferred upon the Post-office.

Motion made (by the *Chairman*), and Question put,

6. That it likewise appears to this Committee, that it is expedient that a power should be given to the Post-office to run their own Engines upon any Railway, with a Train containing a limited number of passengers and weight of luggage, if they shall so think fit, without the payment of any Tolls, subject however to a payment to be fixed by arbitration, if necessary, for any services and accommodation which may be required from the Company by the Post-office.

Amendment proposed (by Mr. *Baring*), at the end of the motion to add, "as well as the actual expense incurred by the Company for the use of the Post-office."

Amendment withdrawn.

Question put,

6. That it likewise appears to this Committee, that it is expedient that a power should be given to the Post-office to run their own Engines upon any Railway, with a Train containing a limited number of passengers and weight of luggage, if they shall so think fit, without the payment of any Tolls, subject however to a payment to be fixed by arbitration, if necessary, for any services and accommodation which may be required from the Company by the Post-office.

Ayes, 6.

Mr. Baring.
Mr. Loch.
Lord Seymour.
Mr. Hutton.
Mr. Gillon.
Mr. Wallace.

Noes, 3.

Lord Charles Fitzroy.
Mr. Greene.
Mr. Easthope.

LIST OF WITNESSES.

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 MINUTES OF EVIDENCE.

Lunæ, 4^o die Decembris, 1837.

MEMBERS PRESENT.

Sir Robert Ferguson.
 Lord Charles Fitzroy.
 Mr. Gillon.
 Mr. Greene.
 Mr. Hutton.
 Mr. H. Labouchere.

Mr. Loch.
 Viscount Lowther.
 Lord Sandon.
 Mr. Scholefield.
 Lord Granville Somerset.
 Mr. Wallace.

THE RIGHT HON. HENRY LABOUCHERE, IN THE CHAIR.

Lieutenant-Colonel *Maberly*, called in; and Examined.

1. *Chairman.*] IN your situation of Secretary to the Post-office, has the present system upon which the Post-office communications by means of the railroads is conducted come under your observation?—Yes; we have been placed in unparalleled difficulties, owing to the new system of conveyance by railroads which has sprung up. Lieut.-Colonel
Maberly.

4 December 1837.

2. Have the goodness to state in what those difficulties principally consist?—In point of fact it is a total revolution to the existing Post-office system. The railroads, as at present constituted, have an entire monopoly, as against the Post-office; while the mail-coaches, in most instances unable, as they advance towards completion, to sustain the competition, and eventually unable to sustain the competition at all, though they do partially now, must fail us, leaving us entirely at the mercy of the railroad companies, which seem inclined to exact just what terms they please.

3. Are the Committee to understand that you already find a great difficulty in contracting for the conveyance of the mails by means of mail-coaches along the lines of road that run parallel to the railroads?—It is almost impossible. Three days ago Mr. Horne, the contractor for the Chester mail, came to give me notice that he could no longer continue it. The Bristol and Liverpool mail, which we thought would drop when the railroad originally opened, was continued for a short time, but the contractors, a short time ago, gave me notice they could not continue that. Between Shrewsbury and Liverpool, the surveyor was ordered to put on rides, but before those rides were completed we made an engagement with another party to continue this mail on from Shrewsbury to Liverpool, and the consequence is, that this, for a short time longer, will be continued. But to give the Committee an idea of the difficulties in which we were placed, I may just say, that by the opening of this Birmingham and Liverpool Railroad, we calculated that we should lose seven mails altogether, from the inability of the contractors to continue them. The Committee are aware that the mails are carried so cheaply at present only in consequence of passengers remunerating the contractors; when that remuneration from passengers ceases, as it must do, as everybody prefers the railroad, when opened, as a more speedy and economical conveyance, then there will be no means of carrying the mail, except by the railroad itself. Of those seven mails which we expected to lose, we have been able to maintain two, namely, the Chester, for a time, but which will drop instantly, and the Bristol and Liverpool, which must shortly drop; but the other five we have lost; they cannot continue, to the great inconvenience of the whole of the districts through which they passed.

4. Lord *Granville Somerset.*] Have the goodness to state the mails which have dropped?—The mails we calculated on losing were seven; first, the Bristol and Liverpool; the next was the London and Liverpool; the next was the Birmingham and Liverpool; the next was the Birmingham and Manchester; the next the Knutsford and Manchester; the next the London and Manchester, that is to say,

Lieut.-Colonel
Maberly.

4 December 1837.

the continuation of it from Derby to Manchester, and which perhaps has caused more inconvenience and more complaint through the country than any other mail which has been discontinued; but of those seven we have, as I have said, managed for a time to continue on two.

5. Viscount *Lowther*.] You mentioned the Derby and Manchester mail and the London and Manchester mail; did not the Manchester mail go through Derby?—The London and Manchester mail went through Derby before, and goes through Derby now; but before it was continued on by Leek and Macclesfield to Manchester. When the railroad was opened, the contractors said it would be impossible to maintain that line, and therefore they must throw the traffic into the line by Bakewell and Buxton, upon which a coach ran previously; but they said they could not maintain the Leek and Macclesfield. We had representations from Leek and Macclesfield, and several of the towns in that neighbourhood. I suppose we have had 20 or 30 petitions and memorials to the Postmaster-general or the Treasury to report on. In short, nothing was ever more strongly pressed upon the Post-office than the establishment of that Derby and Manchester mail through Leek and Macclesfield; but on advertising we could get no contractor, and no persons would undertake it at less than 2*s.* a mile, which was far beyond our limit, and we have consequently reported to the Treasury that we could not undertake it.

6. *Chairman*.] What do you understand to be your limit at present?—What we have understood to be our limit is 10*l.* per mile per year; that is the price at which, on the average, we consider our riding work to be performed, and we do not think ourselves justified, without the sanction of the Treasury, in accepting a higher price for mails than we can convey the bags at by horses and men, or by horses and carts. £. 10 per mile per year is about 6½*d.* or 7*d.* a mile.

7. Viscount *Lowther*.] What is the substitute you have adopted for the mail by Macclesfield and Leek?—It will be seen that the whole system is changed, and, of course, with the very greatest inconvenience to the surrounding country. Instead of lines from the Metropolis to those different towns, and passing through those different towns, lines of communication not only with the towns at a distance from the Metropolis, but also affording the internal communication with the several towns themselves on the line, we have been forced to throw everything into the grand trunk of the Manchester and Birmingham Railroad, on which we have taken a great number of communications a day, consequently the communication between those towns is by lateral lines off from the main trunk of the railroad, instead of by lengthened lines as before from the Metropolis.

8. Instead of mail-coach, you have adopted riding work from the nearest point?—Riding work or coach, as it happens; frequently a stage-coach.

9. Do those stage-coaches pay toll?—Two or three months before the railroad was about to be opened, we felt it would be absolutely necessary we should have power in England to employ stage-coaches, and that at the same time they should pay toll, for we felt it a very great hardship on the trustees of roads, if we were about to employ stage-coaches very generally, which we felt we must do for the purpose of lateral communications from the railroads, that they should be deprived of the tolls from the coaches which now traverse them in every direction, and from which, if the tolls were taken off, they would derive no benefit at all; but still, as the mails now pay no toll, we did not feel at liberty to make any arrangement with the stage-coaches without getting a Treasury Order that they should pay toll. We should no doubt have made better terms if they paid no toll.

10. It is imperative by the Act, that where coaches carry letters by the authority of the Post-office, they shall pay no tolls?—So it is; but it is very hard upon the trustees that if they carry letters they should be relieved from the tolls they have been used to pay, without which the roads must suffer. The other day I received a letter, the result of which I do not know at present; we had contracted with the proprietors of a coach to convey letters from Bath, I think, to Devizes; the contract was for 10*l.* a year; I have received a letter from a clerk of the trustees complaining that they have refused to pay toll; the understanding of the surveyor when he made the contract was, that they should pay toll, and I have written a letter to him with directions to settle it.

11. Mr. *Wallace*.] Are the Committee to understand, that the stage-coaches which carry letters are all exempted from paying toll, or that some pay toll and some do not?—In England, by law, any coach carrying letters is exempt from paying toll; in Scotland and in Ireland that is not the case. In England they are

are exempt, except where we insert a provision that they shall pay toll as before, which we have done in many instances; in fact, the system of stage-coaches, I believe, was attempted many years ago by the Post-office; but there were such general remonstrances from the trustees of tolls, that the roads would be ruined by its being done, that there was a direction by the Treasury to the Post-office to discontinue the use of those coaches.

12. *Chairman.*] You stated that the Post-office had great difficulty in making suitable arrangements with the proprietors of the different railroads; has that difficulty arisen mainly from the advance of the price demanded of the Post-office, or from the unwillingness of the railroad companies to make suitable arrangements with regard to them?—I should say from both reasons.

13. *Lord Charles Fitzroy.*] Was it invariably that the contractors for the mail-coaches gave up their contracts, or did the Post-office give them notice that on such and such a day their services would be no longer required?—They came to us three or four months before the railroad was opened, and gave us notice, as far as my recollection goes, in most instances; they represented the situation in which they would be placed on the opening of the railroad, and that they must give us notice; and we said, "We feel your situation." (I am speaking of what Lord Lichfield did.) "Our interests are the same; we feel you no longer can carry the mails when the railroad opens, because you will get no passengers, and the consequence is you will cease to carry the mails, unless we pay you an exorbitant price;" perhaps five or six times more than we now pay them; "we will, therefore, allow you to have a running contract, each party having the power of giving notice at the end of two months;" and in that way the thing has been arranged, with the exception of some contracts then settled, which were made for six months certain, to determine after that period at two months' notice; but we made the whole arrangement for as short a time as we could, feeling that there was no difference between us in point of interest.

14. The arrangement with the mail-coach contractor was independently of any communication of the railroad company?—We could have no communication with them till they were able to open; that was about the beginning of May; the line was partially opened, and Mr. Louis and myself went down, and went over the whole of the road, with the exception of about 15 miles; we found it in such a state of completion that we agreed it was safe to commence operations, and that in all probability the time the company had fixed, the 6th of July, would be kept; but it was only on inspection by ourselves that we came to that conclusion.

15. *Chairman.*] In the cases you have mentioned, have you entered into any agreement with the company for the conveyance of the post?—We now employ four railroads, the Dublin and Kingston, the Manchester and Liverpool, the Grand Junction, and the Greenwich.

16. Have you succeeded in making arrangements in the case of all the railroads you have described?—We have made arrangements.

17. Do you consider them satisfactory arrangements?—I do not; I consider that we are nearly in the power of the railroad companies.

18. Do you consider that you are paying extravagant prices for the services performed?—I think so in some cases.

19. What are those prices?—On the Grand Junction at present we are paying a penny per mile for the guard, and three-eighths of a penny per mile per cwt.; the company calculate this at the rate of 24 s. per single trip for the conveyance of the mail from Liverpool to Manchester. We have eight trips a day, four each way, and it comes on an average to 24 s. a trip, on their calculation; my own impression is, that it does not amount to so much; I should say not above 1 l. a trip at the outside, including sealed bags and all; it varies according to the weight carried.

20. This is for the whole line?—This is for the conveyance of the mail from Birmingham to Liverpool and Manchester. Our calculation for that line is about 3,000 l. a year; the railroad has not been used above four or five months, but I think the last account I called for shows it amounted to about that sum.

21. Do you consider that an unreasonable sum?—No, I do not.

22. *Viscount Lowther.*] What mails do you convey for that?—I can scarcely state that; the bags are so mixed, it is impossible to say; but the weight carried

Lieut.-Colonel
Maberly.

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from London by the Birmingham mails to Birmingham is about 14 cwt. The whole weight carried on the railroad, on those eight trips, between Birmingham and Liverpool and Manchester, respectively, is about 29 cwt. a day, divided over those trips: but the London mail, which is, of course, the London mail from Birmingham, because the Birmingham mail itself does not go by the railroad, is composed chiefly of the Liverpool bag, the Manchester bag, the intermediate towns on the railway between Birmingham and Warrington, and then of the towns north, Carlisle, Glasgow, and Edinburgh, and a part of the Irish bag, part going by Holyhead.

23. There were five mails discontinued in consequence?—Yes.

24. The probability is, therefore, that the letters carried by those five mails are very much the correspondence that goes by railroad?—Yes, I think so; very much, with the exception of the Scotch correspondence, which now goes principally by the railroad.

25. What saving did the Post-office make by this alteration in the mode of communication?—My impression was, stating it roughly, that we performed about double the work at the railway price, above what we could have done if we had continued the existing mails, so that it was about half the expense at which we should have carried that weight if we had employed mail-coaches instead of railroads; that we must have had so many more mail-coaches in order to carry the weight, to get over the ground with the same speed: that if we had performed the same number of miles by mail-coaches, as we traversed by railroads, we must have paid double the sum we paid for the existing mail-coaches. I wish, however, to guard myself in this first point, as what I have stated is only an impression derived from a rough calculation, made some time ago, when it was supposed that the weight carried would be much greater.

26. Are the Committee to understand, that the amount of letters and other post-office communications has been much greater since the new mode of transmission than heretofore?—The number of letters has certainly been greater, and the number of newspapers.

27. In a great degree, or only trifling?—There has been a great deal of increase, but to what extent I cannot say.

28. Could the Post-office make out that account?—It would be perfectly impossible. I had an account made out of the amount of letters received from Manchester and Liverpool for a certain period this year, over and above what were received by those mails last year, and I think the difference was about 2,000 a year more.

29. When you say that the Post-office has gained about one half by this new mode of communication, do you mean to include all the extra charges and collateral communications to which you have been put?—No; I confine myself to the mere mileage. I wish to be very guarded in this statement, as what I have here given is rather an impression than the result of any accurate calculation; I went into it very roughly.

30. Have you the means of making accurate calculations on this point?—The only way in which the calculation could be made is this: taking the number of miles we now go and the number of miles we formerly travelled, and then seeing how many mail-coaches we should require to carry the weight we now carry on the railroad, and the number of mail-coaches we should have required formerly to carry the same weight.

31. To what increased expense, if any, have you been subjected by using the railroad instead of mail-coaches?—I think the calculation is, that it costs us about 18,000 *l.* a year more; but then it must be recollected that we have given immense accommodation to the country, and therefore it is not a fair comparison as contrasted with the old expenditure.

32. *Chairman.*] Do you speak of the Grand Junction Railway only, or taking into consideration others?—The Grand Junction Railway only, without reference to others, considering the Grand Junction which avails itself of the Manchester and Liverpool as one railroad.

33. *Mr. Hutton.*] Should you consider that that expense would be likely to be a permanent expense, or that it is probably a temporary expense, greater than it would otherwise be, owing to the commencement of lines which would naturally connect themselves with the railway?—I do not think we can calculate on saving any considerable sum, or in fact any sum.

34. *Chairman.*]

34. *Chairman.*] You do not complain of the price at present charged by the Grand Junction Railway?—Not at all.

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35. Have you any security against that price being much raised?—I have now before me the conditions which they propose to enter into for the conveyance of the mails. They would not enter into a contract at all, and have now given us notice that the present agreement must cease on the 5th of February next, and that after the 5th of February next the Manchester and Liverpool Railway would enforce their bye-law against travelling on Sunday between the hours of 10 and 4; from Mr. Moss's letter I think it is most probable that the Grand Junction contemplate some regulation similar to this on the part of their own company.

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36. Do you know on what terms the Grand Junction Railway Company are willing to contract for any length of time for the conveyance of letters?—I have the terms here, and I think I can shortly state them to the Committee. They have submitted four propositions to us. The first is, that they shall convey the mails, by special trains, under very strong penal restrictions, at 10*l.* a trip; the second, that they shall convey them by ordinary trains, that is, trains running at the ordinary times for passengers, but still under very strong penal restrictions, at 5*l.* a trip; thirdly, a proposition that they shall convey them by trains under restrictions, but not so penal as those before mentioned, at 48*s.* a trip; and lastly, by ordinary trains under no restrictions at all, but entirely at the will and pleasure of the company, at the present price, which I have stated before I calculate at about 20*s.* a trip.

37. *Lord Granville Somerset.*] Have the goodness to explain what is intended by a trip?—One journey from Birmingham to Liverpool, or to Manchester.

38. One journey of what?—The guard and the mails.

39. The mails of any weight whatsoever?—I conceive of any weight whatsoever. I should state, that on the first proposition they are to give us a carriage which may fill any platform that can be carried on four wheels; on the second proposition, they would give us half a carriage, which would be equivalent to the space occupied by nine passengers; on the third, they would merely give us space for the guard and the bags. Those generally are the conditions which they ask; and what I have recommended the Postmaster-general to adopt is two special trains, as they will not run any night trains except special trains, (therefore the Post-office requiring eventually, when the London and Birmingham Railway is partially opened, two night trains, we must have two special trains to convey the London correspondence to and from London,) and that we should have the other six trains at the present price paid to the Grand Junction, which, as I have stated, is about, on an average, 20*s.* a trip, taking the whole expense per day. Should the Postmaster-general and the Treasury adopt my proposition, the expense will be 26*l.*, it being at present about 8*l.* per day.

40. *Chairman.*] Do you consider that those terms would be extravagant and unreasonable?—I consider them extravagant in two or three points. I am not prepared to say what the price of a special train should be. I take it, it is perfectly at the option of the company, and it must be left to the company to determine at what times it is profitable for them to run their trains for the conveyance of passengers, and it would be a very arbitrary act of the Legislature to say they shall convey the mails and guards at a certain loss to themselves. If, therefore, they find that it is not profitable to run their trains at night, I think they have a perfect right to say they will not run them, and that if the Post-office require the trains to run at times which will not suit their convenience and will not pay them, those trains should be special, and should be paid for at a much higher price than those on other occasions.

41. *Mr. Gillon.*] In those special trains, is it understood the company are to convey any passengers?—The company of course are to convey what they please; I cannot take upon me to say whether the terms for those terms are high or not, inasmuch as I do not know the expense to the company of dispatching a train without passengers, and, consequently, for mail purposes only, between Birmingham and Liverpool and Manchester. They fix their price at 20*l.* supposing they may have no passengers, but they propose to charge us 10*l.* even if they have passengers. As it may be impossible to get passengers at night, perhaps these terms may not on the whole be unreasonable; but there were two or three points in the conditions which made me think this was a most unreasonable demand; one point especially, in the negotiation between Mr. Louis and the Company,

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consisted of this, that the grand dispatch, even if it did not go by a night train, but went by a day train, at which time they would have sufficient passengers to remunerate them, should be considered as conveyed by a special train; that the grand London dispatch should be always considered to be conveyed by a special train, even though it was carried at hours profitable to the company, and should still be charged 10 *l.* a trip.

42. At what time of the day would the London dispatch be carried?—The reason I say the conditions were exorbitant is this: notwithstanding they know, or at least ought to know, that after the London and Birmingham Railway is opened, the grand dispatch must always be carried by a night train, still they have inserted in their conditions, that the grand dispatch, by which I take it they mean the heaviest dispatch, even if it is not carried by a night train, and even, therefore, if it does not put them to the expense of a special train, shall be always paid for at the rate of 10 *l.* a trip.

43. As you have stated that the grand dispatch must necessarily go by a night train, what do you conceive their object can be in putting in this condition with regard to the grand dispatch; what can be meant by the grand dispatch?—By the grand dispatch, I read in their condition, the heaviest dispatch, that I conceive must always be the night dispatch from London, on account of the newspapers.

44. Then it would appear to be a dead letter?—Then why insist upon it so strenuously when opposed? Mr. Moss would not give it up, though Mr. Louis told him it would be considered a most exorbitant demand.

45. What practical effect do you consider to result from that condition?—They may consider that, at some time, the morning dispatch, carrying the London newspapers, may be the greatest dispatch, in which case, though carried by a day train, it would be paid for at a high rate; though it may be very profitable to them under that condition, they would still be entitled to that high price for a special train; but for that hope on their part, I do not see the object of it, nor do I know the reason they so struggle for this point.

46. On the adoption of any system of morning mails out of London, this clause might come into effect?—It might; but we contemplate four dispatches a day both ways by the London and Birmingham Railway. Another thing which made me think they were inclined to be exorbitant, and that they asked too high a price, was this, that when they stated it was absolutely necessary they should have 10 *l.* a train for special trains, it was pointed out to them, that if passengers went by those special trains in the same way as they do by the night mails, it might very possibly occur, that instead of those special trains being expensive, they would become remunerating, and that it was only fair, that in case of those trains carrying a great number of passengers, that an account should be kept, and the Post-office should be relieved from this heavy expense of 10 *l.* a train, by such a sum as would still leave them a fair remuneration for the expense of those trains; to this they objected altogether, and they insisted upon being paid 10 *l.* a train whether they carried passengers or not.

47. Mr. Wallace.] Have the goodness to state what reason you had for preferring No. 1 at 10 *l.* a train for the public service, to No. 2 at 5 *l.* a train?—The honourable Member will see, that any *special* train is to be charged 10 *l.* a train, the company having said that they would start no trains at night except special trains; and the London dispatch being always within those hours during which they run special trains alone, unless the hour of the dispatch from London was altered from eight o'clock in the evening to an earlier hour, and the hour of receipt in London was altered from half-past six in the morning to a later hour, it would be impossible to carry the letters except by special trains, no others running at the requisite period.

48. The Committee are to understand that there is but one price for a special train?—Just so.

49. Lord C. Fitzroy.] The clause you objected to, which the railway company introduced, could have reference only to the time until the whole of the railroad from Birmingham to London is opened?—It becomes inoperative in our minds when the whole is opened. It seems to us it would then be wholly inoperative, but we think there must be some motive for so strongly pressing it.

50. Mr. Loch.] It would not be inoperative after your four dispatches from London were perfected, would it?—Yes; for maintaining the London hours as at the

the present time, our opinion is, that the great dispatches must always be after those hours for which they have fixed the day trains.

51. The other three dispatches you would not send by special trains?—The others would be very trifling in comparison in point of weight.

52. *Chairman.*] For what length of time was it proposed to enter into this contract?—The contract is now in embryo; the Postmaster-general and the Treasury will have to decide whether they shall enter into it. It is proposed for a year.

53. Do you consider it necessary for Post-office purposes that there should be trains upon the railways on Sundays?—If we do not have them as at present, the consequence would be, that the Saturday mail would be delayed arriving in Liverpool two or three hours; and the Sunday mail, which brings in the Monday's letters, would not arrive till two or three hours after the present time; and this further consequence might arise, that if the Manchester and Liverpool give notice that they will not carry passengers on the Sunday, the Grand Junction, in self-defence, also may be obliged, inasmuch as the Manchester and Liverpool line is a feeder to the Grand Junction, to discontinue running trains on the whole of its line between Warrington and Birmingham.

54. Would the additional expense be very great if the proprietors of railways were obliged to convey letters without passengers on Sundays?—I do not believe it is a question of expense; it is entirely a question of religious feeling. I take it that the object is to prevent their own people working on Sundays, their enginemen and the persons who clear the rails.

55. *Lord Sandon.*] The number of persons employed would be much fewer, if it were confined to the conveyance of letters, would it not?—It might or might not; but supposing there must be a man per mile to see that the railroad is clear, there could not be fewer on a Sunday. The enginemen must also be the same, I should imagine, on Sunday as upon another day.

56. *Chairman.*] Are any mails at present conveyed on the railroads on Sundays?—Yes; the Manchester and Liverpool gave the Grand Junction notice that they intended to enforce their bye-law; the Grand Junction represented the circumstance to us; it was discussed; and Lord Lichfield was decidedly of opinion, as I was also, that it was necessary to make a stand against the conditions attempted to be imposed upon us; and the consequence was, that we told the Manchester and Liverpool, through the Grand Junction, that it would be a serious inconvenience to the Post-office; that they were at liberty to take what step they pleased, but that we would not consent to it. They took no step; and at this moment the matter stands in this way, that the Grand Junction have given us notice that on the 5th of February next, their present agreement with us ceases; and, according to the conditions I have just read, that they must enforce the bye-law of the Liverpool and Manchester Company after the 5th of February.

57. In the mean time, however, the mails are conveyed on the Sunday on the railway?—Yes.

58. Are passengers conveyed in the carriages?—I cannot say.

59. *Lord Granville Somerset.*] How many times are they conveyed on the Sunday?—I cannot state exactly the times; we cared very little about the intermediate communication, the difficulty was with respect to the London mail, backwards and forwards; the hours they fixed were between ten and four; the London mail gets, according to our time-bill, into Liverpool at half-past 11, and returns to Warrington about half-past two daily. It would be intercepted in its passage between Liverpool, Manchester and Warrington at those hours, and we must put on stage-coaches, which could ill supply the wants of the Post-office at those places, to fill up the blank between Liverpool, Manchester and Warrington respectively.

60. Are the Committee to understand, that you apprehend that serious inconvenience would be created to the Post-office communications and the country, if the railways were shut up on Sundays?—When the whole line of railway from London to Liverpool is completed, as far as Liverpool and London are concerned, the notice will become inoperative, all the letters getting in before the time to which the prohibition extends; but it is impossible to say whether it would not affect other dispatches to an extraordinary degree; there are other mails besides the London mails, mails between Ireland and Hull, cross mails between Ireland and Liverpool and Liverpool and Hull, the western and eastern coasts, and the western mails from Falmouth and Bristol, which may require to be transmitted in the day;

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of course all the letters passing between the different towns would be stopped. The Scotch communication again, in fact along all long lines it is dangerous to admit the principle; we consequently resisted it *in limine*, feeling it impossible to accede to it generally; we felt it, therefore, necessary to resist this unheard-of proposal.

61. Could not this be met, to a certain degree, by mail-coaches and guards?—It would be quite impossible. How can we fit in conveyances, which go at the rate of 10 miles an hour, with conveyances calculated at 20 miles?

62. Mr. Wallace.] That stoppage taking place on one day in the week, if you had to send a mail-coach to do the work that day, which is done in another way the other six days, would not that effectually put a stop to the regularity of the Post-office communications?—I can scarcely calculate the effect of it.

63. Lord Lowther.] Assuming an accident to arise between London and Birmingham, and that the mail arrives three or four hours later at Birmingham, so as to overstep the hour, that would preclude the mails being conveyed?—Certainly. The Saturday night's mail is due at Liverpool and Manchester at half-past 11 on the Sunday. If that mail were to stop at Warrington, and were taken by stage-coaches, in all probability two hours would be lost before persons could get their letters. The mail from Liverpool and Manchester starts at half-past two. The coach would take a much longer time in coming to Warrington from Manchester than the train on the railroad; consequently all that time would be lost, and the mail would arrive so much later in London on the Monday morning.

64. Lord Sandon.] Unless it left Liverpool at an earlier hour?—Then that would restrict the accommodation which the merchants have of putting in their letters at Liverpool till half-past two.

65. Mr. Wallace.] Would not such a step as that disarrange all the arrangements of the Post-office to a great distance; in Scotland and Ireland, for instance?—I think it would disarrange all the arrangements of the Post-office.

66. Mr. Hutton.] Do you know whether there is such a bye-law affecting the Grand Junction Line?—I am not aware.

67. Mr. Gillon.] Do not you think it is proper for Parliament to provide for the carrying the mails on Sundays, inasmuch as the railway communication will be probably extended to Carlisle and to Scotland; and, of course, if the trains were stopped on the Sunday, there would be a complete stoppage to the train of communication?—If the railroad is ever carried much further than Manchester, the Scotch would lose two mails in a week instead of one; and of course that would affect them considerably.

68. Chairman.] Suppose the Post-office should think fit not to accede to the terms proposed to them by the Grand Junction Railway Company, what means have they of providing for the service of the country?—I fear we have none, except posting.

69. That could be done only at an immense expense, owing to all the passengers naturally preferring the railway to the coaches?—It would come to 4s. a mile; we must take post-horses; but when the railways are established, there will be no post-horses in many places.

70. Lord Granville Somerset.] Are you aware what charges the Grand Junction Company make for passengers and for goods now?—I am not.

71. Do you know what they are allowed to charge by the Act?—I think the Act allows them to take 3d. a mile for the passengers; 2d. is the sum they charge.

72. Do not you always consider, with regard to contracts for mail-coaches, what are their means of support besides what the Post-office have agreed to give?—We can tell pretty well.

73. Do not you, from your knowledge of horsing a stage-coach or mail-coach, and the number of passengers it is likely to carry, and the remuneration the contractors are likely to receive, determine the rate of mileage you should give?—Latterly the contracts have been put up by public advertisement, and that of itself would give us a sufficient knowledge of the price.

74. Take the Bristol and Liverpool mail; do you pay more or less for that than for other mails?—I forget the difference; but there are means which enable us, generally, to state at what price a mail pays. About 4l. per mile per month is, I think, the calculation in the mail coach-office of the sum a mail should give to be remunerating.

75. Should you not be fully acquainted with the real expenses to the mail-coach

coach proprietors, and take into estimation the outlay of money, to enable you to say whether the terms proposed are exorbitant or not?—I have said that; I have said it is impossible for me to judge what is exorbitant or not for a special train; for I am unable to state the expense to the company of a special train.

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76. When you made the first arrangement with the Grand Junction Company, was it stated to be an experiment on the part of that company?—They stated it as an experiment; and it was impossible that they should know or that we should know whether it would pay; when we sent them the terms of the contract they sent us a letter stating that they would go on, according to Mr. Louis's letter, for three months; that they would enter into no contract; and after three months they would be able to state the terms on which they would convey the mails. We were perfectly satisfied with that, and thought it only reasonable.

77. Has the Post-office taken any means of ascertaining what their expense would be?—It would be perfectly impossible; we could not inspect their books; we must have known the expense of the engine and the wear and tear, and interest of money, and the number of passengers, and a thousand other things.

78. You did not attempt to ascertain it?—We have too much to do to enter into those matters.

79. *Chairman.*] Are there any other points on which you consider the propositions of the Grand Junction Company exorbitant?—Those I have mentioned were the two points which chiefly struck me as showing a wish on the part of the directors of the Grand Junction Company to have exorbitant terms, insisting that whether the grand dispatch was carried by a night train or not, they should be paid as if it was carried by a night train; the other was, that even if the night train, by the number of passengers it carried, was remunerating, we were still to pay half the expense they calculated the night train would cost them, so that if they got 30*l.* or 40*l.* by a night train which costs them 20*l.*, the Post-office were still to pay them 10*l.* for the use of those night trains. Those two points struck me as evincing a wish on the part of the company to exact exorbitant terms.

80. You state that you think it would be inexpedient for the Post-office to come to an agreement without possessing some power of putting trains on the railway on Sunday, if it should be required for the public service?—I think we should have power of running trains on the Sunday.

81. *Mr. Gillon.*] Would it not enable you to keep up some of the mail-coaches, which suffer from competition with the railway, if the contractors were allowed to carry passengers free of mileage duty?—I very much doubt, if the Government were to take off all the taxes on mail-coaches, whether they could sustain the competition; I am not sufficiently master of the subject to give my opinion upon it, but of course to the extent to which taxation was taken off they would be the better enabled to do it.

82. *Chairman.*] In the present state of the law are you protected against any terms, however high, which may be imposed upon you by a railway company?—Not at all.

83. What is the present state of the law?—My own impression is, that paying the tolls of the railway, which are 3*d.*, I think, for passengers, either the Post-office or any other parties may run carriages on the railroad, paying to the railroad this rate of 3*d.*, and subject to their bye-laws; but I do not consider that any body besides the railroad proprietors themselves could run the carriages, inasmuch as it would be necessary to have a very large number of engines and stations by the side of the railroad to repair them, besides a large establishment along the whole line of railroad, to see that it was clear, and various things of that sort, which would be necessary to carry on an enterprise of that magnitude, so that we should be completely in the hands of the railway proprietors.

84. You consider it a complete monopoly?—I consider it practically a complete monopoly.

85. Can you specify any enactments which would give the public security against unreasonable charges made by the railway companies, and which at the same time would be just and equitable towards the proprietors of railways?—We furnished the Chancellor of the Exchequer with various conditions, which we thought should be the groundwork of a Bill for the regulation of railroads; what the exact nature of those conditions should be I am not prepared to say; we rather pointed them out to the Chancellor of the Exchequer as matters for consideration, and proper to be proposed only after discussion on the subject; but points which he should discuss with the parties themselves, and carry into a law if he should find them just and equitable.

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86. Lord *Granville Somerset*.] Are you aware whether on any railroad any other parties than the company have placed conveyances?—I am not aware of any.

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87. *Chairman*.] Will you state to the Committee the conditions to which you have alluded?—These were generally the conditions that we thought we should have; these simply relate to the Post-office, we went no further: “The Postmaster-general to have the power of dispatching mails and guards by any train the railroad proprietors may run. Postmaster-general to be empowered to demand carriages fitted up in such manner as he shall direct, and not less than feet in width, feet in height, and feet in length, such carriages to be furnished by the railway proprietors, or if the Postmaster-general shall prefer having his own carriages, the railway proprietors to furnish a truck perfectly fit in all respects to convey a carriage of the before-mentioned dimensions. The railroad proprietors to be paid per mile if they furnish the carriage, and per mile if they furnish the truck. In cases where a carriage is used, no charge to be made for the clerks or guards conveyed by it, or mail-bags which may be sent by that train.” We propose, if we can, to have a carriage which may be a moveable post-office, in which to sort the letters, therefore that clause was introduced. “No duty to be paid for clerks or guards in the Post-office service conveyed by railroad;” that is, no duty to Government. “In those cases where a carriage shall not be demanded by the Postmaster-general, the bags and guards to be conveyed at the rate of per double mile, provided the bags shall not weigh more than 2 cwt., when they shall pay at the rate of three-eighths of a penny per mile per cwt.; if a second guard carried, to be conveyed at the rate of per mile. If any accident should take place, the railroad proprietors to afford every facility for forwarding the mail, and to permit the Postmaster-general and his men to employ horses, and to furnish him, if necessary, with trucks to forward the bags. Railroad proprietors to conform to the regulations made by the Postmaster-general for taking up and leaving the mail-bags. The Postmaster-general to be furnished with a room at the company’s offices at a rent to be named, or power to be given to the Postmaster-general to take ground for the erection of suitable offices on payment of a sum to be assessed by a jury in case of difference. Railway proprietors to furnish the Postmaster-general with weighing machines and weights, or power given to the Postmaster-general to put up his own. Penalty of 500 *l.* for each refusal to comply with the provisions of the Act.” There were some further conditions: “Conveyance of mails on Sunday, to convey the mails at least twice a day if required, or allow the Postmaster-general to use the road with his own engines or horses if necessary.” We thought it was not fair to compel them to run trains at hours when the trains would not pay them, but that if they found it profitable to run trains they should be forced to carry the Post-office bags and guards at those times at a certain price.

88. There is no reference to the Post-office fixing the time in your scheme?—No; we did not say anything about the alteration of times, which is a very important point; if the railway proprietors contend for their right to alter the time as they choose, it is necessary, the Post-office should have notice of those alterations, for our arrangements would take two or three months to complete, and the whole service might be deranged for two or three months before we had time to make fresh arrangements. I should mention one very important document I discovered four or five days ago. The Duke of Richmond intended to introduce a clause in those Railway Bills at the time they were passing, and he drew up a paper, which was found in the office, owing to a conversation which took place the other day between the Duke of Richmond and Lord Lichfield. Perhaps the Committee will allow me to read the clause which it was the intention of the Duke of Richmond to propose, and which he did not propose only in consequence of the agreement with the agents of the parties, which is referred to in a minute in this paper. This refers to the Grand Junction, and the London and Birmingham: “And be it enacted, that the said Company shall in or upon the carriages used or employed by them, and moved or propelled upon the said railway by locomotive engines or other moving power, carry and convey all such mails and bags of letters as His Majesty’s Postmaster-general for the time being, or any of his deputies or agents, shall from time to time require, in such place of security, and under all such regulations as the Postmaster-general for the time being shall from time to time declare, direct, and appoint; and shall also receive, take up, carry, and convey guards, or other persons in or upon such carriages, in the care or charge of such mails or bags of letters, and shall receive, take up, deliver, and leave any such mails or bags of letters and guards,

guards, or other persons in charge or care thereof, at such place and places as the Postmaster-general for the time being shall direct or appoint; for which services so to be performed the said Company shall be entitled to demand and receive of the Postmaster-general a sum not exceeding the fare of one passenger for the distance which each guard or other person in the care or charge of the mails shall be conveyed. And if the said Company, or any of their officers, servants, or agents shall refuse or neglect to carry or convey all and every such mails or bags of letters as the Postmaster-general for the time being, or any of his deputies or agents, shall from time to time require, or shall refuse or neglect to receive, take up, deliver, and leave any such mails or bags of letters and guards, or other persons in care or charge thereof, at such place and places as the Postmaster-general shall from time to time direct or appoint, or shall not obey, observe, and perform all such directions, rules, and regulations respecting the same, as the Postmaster-general for the time being shall declare or appoint, the said Company shall for every such offence forfeit and pay the sum of £., to be recovered in a summary way, by the order and adjudication of one or more justice or justices of the peace, on complaint to him or them for that purpose made, in the same manner as other penalties and forfeitures (for the recovery whereof no special directions are given) are by this Act directed to be recovered, one-half of which sum of £., as often as the same shall be recovered, shall be paid to the informer, and the other half to the vestry-clerk, or other proper officer of the parish or place where such offence shall be committed, for the benefit of the poor of such parish or place." This clause, therefore, is to the effect that the mail and guard shall be conveyed at whatever the railway company charges for the carriage of one passenger, which is, I believe, about 2*d.* per mile at present. Upon this I find this minute of the Duke of Richmond: "His Grace having had a communication with the agents and solicitors for the London and Birmingham and Grand Junction Railway Bills, has consented not to press the introduction of this clause, lest it should endanger the Bills with the House of Commons, on the distinct pledge that so soon as the Bills are passed the respective companies shall enter into an agreement, under their corporate seals, for a future contract, to the full intent and meaning of this clause, and that they shall bind themselves not to oppose any future general Bill for making the provisions of this clause applicable to all railways. 29th April 1833. (signed) *Richmond.*" This I was perfectly unaware of till three or four days ago.

89. Mr. *Hutton.*] Can you state to the Committee how much the proposed charge would exceed, if it does exceed, that proposal in the minute of the Duke of Richmond?—Three pence a mile would be nearly our charge.

90. *Chairman.*] Do you conceive that if the provision embodied in the paper you have just read were enacted and made applicable to all railroads that would meet the difficulties of the case?—It does in point of fact: "That the said Company shall in or upon the carriages used or employed by them, and moved or propelled upon the said railway by locomotive engines, or other moving power, carry or convey all such mails or bags of letters as the Postmaster-general for the time being, or any of his deputies or agents, shall from time to time require." We have only to send down the guard with the bag, and require them to convey it.

91. Do you conceive that clause would enable the Postmaster-general to oblige the railway company to start a train at any hour he might think fit, on paying the same price as he would do if he availed himself of a train which started at the usual hour?—That appears to me to give every power, certainly, in spirit, though it may not in letter.

92. If there is any doubt in the clause you have read with regard to the power it gives to the Postmaster-general to oblige the companies to start special trains for the service of the Post-office, do you not think it is desirable, in case of any legislative enactment being introduced, that that power should be given?—I think if the railroad proprietors find it unnecessary to run special trains, and would not run special trains for their own purposes, it is only fair the public should have the power to run special trains, at the same time paying a reasonable price for such trains.

93. Does not it appear to you but fair that those special trains should be paid for at higher prices?—Yes, until they become remunerating to the company; but they require that, if even they have become remunerating, we should still pay the higher terms.

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94. Lord *Lowther*.] Since the Post-office have sent the mails by the Grand Junction Railway, have the deliveries by the railway been regular?—Most irregular.

95. Have you any statement to show the nature of the irregularity created by sending the letter-bags by the railways?—Some time ago, when Mr. Louis was away, I ordered the chief clerk of the mail-coach office to make out a return of the irregularities of the mail-coach conveyance during the last month. This is a return of the Manchester and Birmingham, and the other of the Manchester and Liverpool.

[The same was delivered in and read, as follows:]

— No. 1. —

FIRST DISPATCH.					SECOND DISPATCH.							
Date.	Birmingham.		Liverpool.		Time Lost.	C A U S E.	Birmingham.		Liverpool.		Time Lost.	C A U S E.
	Proper Time of Dispatch, 7. A.M.		Proper Time of Arrival, 11. 30. A.M.				Proper Time of Dispatch, 11. 30. A.M.		Proper Time of Arrival, 4. P.M.			
Nov.	H.	M.	H.	M.	H. M.		H.	M.	H.	M.	H. M.	
1	7	10	11	25	within.		11	30	4	30	- 30	- - one of the bolts of engine broke.
2	7	10	11	35			11	30	4	20	- 20	weak engine.
3	7	15	11	35			11	30	4	22	- 22	ditto.
4	7	10	11	25			11	30	4	10	- 10	no report.
5	7	15	12	55	1 10	no report.	11	30	4	2	- 2	ditto.
6	7	10	11	30	within.		11	30	4	-	-	exact.
7	7	5	12	50	1 15	- - engine failed for want of water.	11	30	4	25	- 25	
8	7	5	11	30	within.		11	30	3	35	within.	
9	7	10	11	35			11	30	4	10	- 10	
10	7	5	11	30			11	30	4	5	- 5	
11	7	5	11	55	- 20	no report.	11	30	4	10	- 10	
12	7	5	12	35	1 -	ditto.	11	30	4	25	- 25	strong head wind.
13	7	10	11	40			11	30	4	-	-	exact.
14	7	10	11	40			11	30	4	-	-	do.
15	7	5	12	-	- 25	- ditto.	11	30	4	-	-	do.
16	7	5	11	18	within.		11	30	3	45	within.	
17	7	10	1	-	1 20	rails slippery from frost.	11	30	4	24	- 24	rails slippery from frost.
18	7	5	11	45	- 10	no report.	11	30	5	15	1 15	heavy train and rails slippery.
19	7	20	12	25	- 35	ditto.	11	30	4	45	- 45	- - axle of engine broke near Liverpool.
20	7	10	11	28	within.		11	30	4	-	-	exact.
21	7	20	12	23	- 33	ditto.	11	30	4	55	- 55	strong head-wind.
22	7	15	11	10	within.		11	30	4	30	- 30	weak engine.
23	7	10	11	45	- 5	ditto.	11	30	4	8	- 8	
24	7	10	11	50	- 10	ditto.	11	30	4	10	- 10	
25	7	10	12	10	- 30	ditto.	11	30	4	10	- 10	
26	7	22	11	40	within.		11	30	6	15	2 15	engine broke near Hartford.
27	7	10	1	-	1 20	ditto.	11	30	4	15	- 15	
28	7	10	11	55	- 15	ditto.	11	30	4	45	- 45	rails slippery and wind high.
29	7	-	12	-	- 30	ditto.	11	30	5	8	1 8	heavy train and weak engine.
30	7	20	11	30			11	30	4	5	- 5	

THIRD DISPATCH.					FOURTH DISPATCH.							
Date.	Birmingham.		Liverpool.		Time Lost.	C A U S E.	Birmingham.		Liverpool.		Time Lost.	C A U S E.
	Proper Time of Dispatch, 2. 30. P.M.		Proper Time of Arrival, 7 P.M.				Proper Time of Dispatch, 7. P.M.		Proper Time of Arrival, 11. 30. P.M.			
Nov.	H.	M.	H.	M.	H. M.		H.	M.	H.	M.	H. M.	
1	2	30	7	25	- 25	no report.	7	-	11	30		
2	2	30	6	50	within.		7	-	11	35	- 5	no report.
3	2	30	7	25	- 25	ditto.	7	-	11	30		
4	2	30	7	-	exact.		7	-	11	30		
5	2	30	7	10	- 10	ditto.	7	-	11	15	within.	
6	2	30	7	30	- 30	ditto.	7	-	11	30		
7	2	30	6	55	within.		7	-	11	40	- 10	ditto.
8	2	30	7	-	exact.		7	-	11	50	- 20	
9	2	30	7	20	- 20	ditto.	7	-	12	20	- 50	
10	2	30	7	30	- 30	ditto.	7	-	11	30		

THIRD DISPATCH— <i>continued.</i>						FOURTH DISPATCH— <i>continued.</i>						
Date.	Birmingham.		Liverpool.		Time Lost.	C A U S E.	Birmingham.	Liverpool.		Time Lost.	C A U S E.	
	Proper Time of Dispatch, 2. 30. P. M.		Proper Time of Arrival, 7. P. M.					Proper Time of Arrival, 11. 30. P. M.				
Nov.	H.	M.	H.	M.	H. M.		H.	M.	H. M.			
11	2	30	7	40	- 40	no report.	7	-	12	20	- 50	engine out of order.
12	2	30	7	5	- 5	ditto.	7	-	11	50	- 20	
13	2	30	7	5	- 5	ditto.	7	-	11	35	- 5	
14	2	30	7	5	- 5	ditto.	7	-	11	45	- 15	
15	2	30	7	20	- 20	ditto.	7	-	11	15	within.	
16	2	30	8	-	1 -	-- accident with engine on the line.	7	-	11	15	do.	
17	2	30	7	20	- 20	no report.	7	-	12	-	- 30	rails slippery from frost.
18	2	30	7	-	exact.		7	-	10	50	within.	
19	2	30	7	5	- 5	no report.	7	-	12	5	- 35	slow engine.
20	2	30	7	10	- 10	ditto.	7	-	11	20	within.	
21	2	30	7	55	- 55	strong head-wind.	7	-	11	50	- 45	no report.
22	2	30	7	5	- 5	no report.	7	-	11	35	- 5	
23	2	30	6	40	within.		7	-	12	10	- 40	engine broke near Stafford.
24	2	30	7	-	exact.		7	-	10	55	within.	
25	2	30	7	20	- 20	heavy train.	7	-	10	50	do.	
26	2	30	8	45	1 45	bad engine.	7	-	12	10	- 40	slow engine, rails slippery.
27	2	30	6	40	within.		7	-	11	40	- 10	no report.
28	2	30	7	5	- 5		7	10	11	40	exact.	
29	2	30	6	55	within.		7	-	10	45	within.	
30	2	30	7	-	exact.		7	-	11	30		

FIRST DISPATCH.						SECOND DISPATCH.						
Date.	Liverpool.		Birmingham.		Time Lost.	C A U S E.	Liverpool.	Birmingham.		Time Lost.	C A U S E.	
	Proper Time of Dispatch, 6. 30. A. M.		Proper Time of Arrival, 11. 5. A. M.					Proper Time of Arrival, 4. 5. P. M.				
Nov.	H.	M.	H.	M.	H. M.		H.	M.	H. M.			
1	6	30	11	45	- 40	no report.	11	30	4	25	- 20	no report.
2	6	30	11	55	- 50	ditto.	11	30	4	50	- 45	slow engine.
3	6	30	11	20	- 15	ditto.	11	30	5	25	1 20	-- heavy train and weak engine.
4	6	30	11	15	- 10	ditto.	11	30	5	30	1 25	-- engine on the line at Stafford.
5	6	30	12	20	1 15	heavy train caused delay.	11	30	4	15	- 10	no report.
6	6	30	11	45	- 40	no report.	11	30	4	30	- 25	bad engine.
7	6	30	12	50	1 45	heavy train.	11	35	5	5	- 55	heavy train.
8	6	30	11	45	- 40	no report.	11	35	5	30	1 20	ditto.
9	6	30	12	25	1 20	ditto.	11	35	5	10	1 -	slow engine.
10	6	30	11	30	- 25	ditto.	11	35	5	30	1 20	axletree of engine broke.
11	6	30	11	5	exact.		11	35	4	55	- 45	heavy train.
12	6	30	12	10	1 5	ditto.	11	30	4	40	- 35	no report.
13	6	30	11	40	- 35	ditto.	11	35	5	5	- 55	heavy train.
14	6	30	11	5	exact.		11	30	4	55	- 50	ditto.
15	6	30	11	25	- 20	ditto.	11	30	4	15	- 10	no report.
16	6	30	11	30	- 25	ditto.	11	30	4	20	- 15	-- time lost waiting for Manchester train at Warrington.
17	6	30	12	-	- 55	weak engine.	11	30	4	45	- 40	-- heavy train and rails slippery.
18	6	30	11	40	- 35	heavy train.	11	30	4	5	exact.	
19	6	40	11	30	- 15	no report.	11	30	5	5	1 -	slow engine.
20	6	30	11	40	- 35	weak engine.	11	30	5	-	- 55	rails slippery from frost.
21	6	30	11	45	- 40	rails slippery from frost.	11	30	4	5	exact.	
22	6	30	12	-	- 55	-- part of the train got off the line.	11	30	6	15	2 10	engine broke at Whitmore.
23	6	30	11	35	- 30	strong head wind.	11	30	4	40	- 35	slow engine.
24	6	30	11	25	- 20	weak engine.	11	30	4	10	- 5	no report.
25	6	30	11	45	- 40	sharp frost, rails slippery.	11	30	3	55	within.	
26	6	30	12	45	1 40	bad engine.	11	30	5	-	- 55	slow engine.
27	6	30	11	5	exact.		11	30	4	40	- 35	-- detained at Warrington for Manchester train.
28	6	30	11	15	- 10	no report.	11	30	5	15	1 10	-- heavy train, engine out of order.
29	6	30	11	40	- 35	slight fall of snow.	11	30	3	55	within.	
30	6	30	11	30	- 25	-- Manchester train not up at Warrington.	11	30	4	30	- 25	heavy train.

(continued)

MINUTES OF EVIDENCE TAKEN BEFORE THE

THIRD DISPATCH.						FOURTH DISPATCH.						
Date.	Liverpool.		Birmingham.		Time Lost.	C A U S E.	Liverpool.		Birmingham.		Time Lost.	C A U S E.
	Proper Time of Dispatch, 2. 30. P. M.		Proper Time of Arrival, 7. 5. P. M.				Proper Time of Dispatch, 6. 30. P. M.		Proper Time of Arrival, 11. 5. P. M.			
Nov.	H.	M.	H.	M.	H. M.		H.	M.	H.	M.	H. M.	
1	2	50	7	24	within.		6	30	10	35	within.	
2	2	50	7	30	- 5	no report.	6	35	11	45	- 35	weak engine.
3	2	35	8	5	- 55	ditto.	6	30	1 10 a.m.	2 5	2 5	bolt broken in the engine.
4	2	50	7	35	- 10	ditto.	6	35	4 25 a.m.	5 15	5 15	- - axle of engine broke near Stafford.
5	2	50	7	25	exact.		6	40	11	20	- 15	no report.
6	2	50	7	35	- 10	ditto.	6	35	10	50	within.	
7	2	50	8	22	- 57	ditto.	6	30	11	-		
8	2	50	7	40	- 15	ditto.	6	35	11	5		
9	2	50	7	40	- 15	ditto.	6	35	11	20	- 10	weak engine.
10	2	50	7	35	- 10	ditto.	6	30	12	10	1 5	- - axle of engine broke near Whitmore.
11	2	50	8	5	- 40	ditto.	6	35	11	15	- 5	
12	2	35	8	50	1 40	ditto.	6	40	11	25	- 10	engine weak.
13	2	55	8	10	- 40	ditto.	6	30	11	25	- 20	- - engine had to be repaired at Stafford.
14	2	50	8	-	- 35	ditto.	6	35	11	-	within.	
15	2	50	7	35	- 10	ditto.	6	30	11	-		
16	2	50	7	45	- 20	ditto.	6	30	11	-		
17	2	50	8	45	1 20	- - slow engine and heavy train.	6	30	11	15	- 10	no report.
18	2	30	8	20	1 15	no report.	6	30	11	50	- 45	engine out of order.
19	2	50	7	30	- 5	ditto.	6	30	11	-	within.	
20	2	50	7	55	- 30	ditto.	6	35	11	10	exact.	
21	2	50	8	30	1 5	ditto.	6	30	11	45	- 40	weak engine.
22	2	50	7	35	- 10	ditto.	6	35	11	15	- 5	no report.
23	2	50	7	45	- 20	ditto.	6	35	10	50	within.	
24	2	50	7	50	- 25	ditto.	6	30	10	50	within.	
25	2	50	7	55	- 30	ditto.	6	30	1	-	1 55	engine broke near Newton.
26	2	50	8	35	1 10	ditto.	6	30	11	10	- 5	
27	2	50	7	45	- 20	ditto.	6	35	11	-	within	- - waited at Warrington for Manchester train 35 minutes, but made the time up.
28	2	50	7	30	- 5	ditto.	6	30	10	45		
29	2	30	7	35	- 30	ditto.	6	30	11	5	exact.	
30	2	50	8	5	- 40	strong head wind.	6	30	11	10	- 5	

- No. 2. -

FIRST DISPATCH.						SECOND DISPATCH.						
Date.	Birmingham.		Manchester.		Time Lost.	C A U S E.	Warrington.		Manchester.		Time Lost.	C A U S E.
	Proper Time of Dispatch, 7 A. M.		Proper Time of Arrival, 11. 30. A. M.				Proper Time of Dispatch, 3. 4. P. M.		Proper Time of Arrival, 4. 10. P. M.			
Nov.	H.	M.	H.	M.	H. M.		H.	M.	H.	M.	H. M.	
1	7	10	11	35	within.		3	25	4	21	exact.	
2	7	10	11	50	- 10	no report.	3	35	4	25	within.	
3	7	15	11	55	- 10	ditto.	3	20	4	16	exact.	
4	7	10	11	35	within.		3	20	4	15	within.	
5	7	15	12	50	1 5	ditto.	3	10	4	5		
6	7	5	11	40	- 5	ditto.	3	10	4	5		
7	7	5	1	-	1 25	ditto.	3	20	4	16	exact.	
8	7	5	11	55	- 20	ditto.	3	-	4	5	- 9	sand train on before.
9	7	-	11	45			3	10	4	6		
10	7	5	11	40	- 5	ditto.	3	-	3	55		
11	7	5	11	55	- 20	ditto.	3	12	4	15	- 7	
12	7	10	12	35	- 55	ditto.	3	30	4	25		
13	7	10	11	55	- 15	ditto.	3	5	4	5	- 4	
14	7	10	11	55	- 15	ditto.	3	15	4	20	- 9	detained by a sand train.
15	7	5	12	5	- 30	ditto.	3	5	4	5	- 4	slow engine.
16	7	5	11	30	within.		2	55	3	30		
17	7	10	1	20	1 40	- - rails slippery from frost, engine out of order.	3	25	4	20		

FIRST DISPATCH— <i>continued.</i>						SECOND DISPATCH— <i>continued.</i>						
Date.	Birmingham.		Manchester.		Time Lost.	C A U S E.	Warrington.		Manchester.		Time Lost.	C A U S E.
	Proper Time of Dispatch, 7 A.M.		Proper Time of Arrival, 11. 30. A.M.				Proper Time of Dispatch, 3. 4. P.M.		Proper Time of Arrival, 4. 10. P.M.			
Nov. 18	H. 7	M. 5	H. 12	M. 5	H. M. - 30	no report.	H. 4	M. -	H. 5	M. 10	H. M. - 14	- - Liverpool & Manchester train on ahead.
19	7	15	12	10	- 25	- ditto.	3	15	4	10	within.	
20	7	10	11	45	- 5		3	15	4	10		
21	7	20	12	25	- 35	heavy train and head wind.	3	50	4	50	- 4	heavy train.
22	7	15	11	40			3	35	4	35	- 4	no report.
23	7	10	11	50	- 10	no report.	3	15	4	11	exact.	
24	7	10	12	-	- 20		3	25	4	35	- 14	detained by a luggage train.
25	7	10	12	15	- 35	- ditto.	3	25	4	21	exact.	
26	7	22	11	55	- 3		5	25	6	25	- 4	
27	7	10	1	-	1 20	weak engine & heavy train.	3	30	5	-	- 34	steam low.
28	7	10	12	10	- 30		3	55	4	51		
29	7	15	12	-	- 15	no report.	4	5	5	-	within.	
30	7	20	11	45	within		3	26	4	26	- 4	

THIRD DISPATCH.						FOURTH DISPATCH.						
Date.	Warrington.		Manchester.		Time Lost.	C A U S E.	Warrington.		Manchester.		Time Lost.	C A U S E.
	Proper Time of Dispatch, 6. 4. P.M.		Proper Time of Arrival, 7. 10. P.M.				Proper Time of Dispatch, 10. 34. P.M.		Proper Time of Arrival, 11. 40. P.M.			
Nov. 1	H. 6	M. 35	H. 7	M. 30	within.		H. 10	M. 45	H. 11	M. 40	within.	
2	6	10	7	11	- 5		10	55	11	50		
3	6	20	7	15	within.		10	34	11	30		
4	6	25	7	25	- 4		10	45	11	40		
5	6	20	7	15	within.		10	34	11	30		
6	6	25	7	25	- 4		10	30	11	25		
7	6	5	7	15	- 14	stopped by another train.	10	24	11	20		
8	6	20	7	16			11	-	12	-	- 4	
9	6	25	7	35	- 14	- - Liverpool & Manchester train on before.	11	10	12	6		
10	6	36	7	45	- 13	slow engine.	10	40	11	40	- 4	
11	6	30	7	55	- 29	- - Liverpool & Manchester 2d class train on before.	11	20	12	20	- 4	
12	6	15	7	20	- 9		11	-	11	55		
13	6	25	7	25	- 4		10	46	11	42		
14	6	15	7	10			11	-	11	50		
15	6	25	7	45	- 24	2d class train on before.	10	30	11	15		
16	6	-	7	-	- 4	no report.	10	10	11	30	- 24	run against a Liverpool train.
17	6	30	7	40	- 14	2d class train on before.	11	-	4	20	4 24	- - engine broke and got off the rails.
18	6	5	7	10	- 9	no report.	10	-	11	-	- 4	
19	6	15	7	5	within.		11	10	12	10	- 4	
20	6	10	7	-	within.		10	30	11	30	- 4	
21	7	-	8	-	- 4		10	15	11	20	- 9	slow engine.
22	6	20	7	16	exact.		10	40	11	40	- 4	
23	6	55	7	5	- 14	luggage train on before.	10	55	11	51	exact.	
24	6	10	7	6	exact.		10	10	11	5	within.	
25	6	30	7	25	within.		10	20	11	16	exact.	
26	7	40	8	50	- 14	- - delayed at Parkside taking in water.	11	45	12	45	- 4	
27	6	-	6	56			11	-	3	-	3 4	- - detained at Newton junction for an engine.
28	6	20	7	35	- 19	- - Liverpool & Manchester train on before.	10	45	12	-	- 19	bad engine.
29	6	15	7	11	exact.		10	5	10	50	within.	
30	6	20	7	15			10	40	11	36		

MINUTES OF EVIDENCE TAKEN BEFORE THE

FIRST DISPATCH.					SECOND DISPATCH.					
Date.	Manchester.		Warrington.	Time Lost.	C A U S E.	Manchester.		Warrington.	Time Lost.	C A U S E.
	Proper Time of Dispatch, 6. 30. A. M.	Proper Time of Arrival, 7. 26. A. M.				Proper Time of Dispatch, 11. 30. A. M.	Proper Time of Arrival, 12. 26. P. M.			
Nov.	H. M.	H. M.	H. M.	H. M.		H. M.	H. M.	H. M.		
1	6 30	7 26				11 30	12 26			
2	6 30	7 26				11 30	12 30	- 4		no report.
3	6 30	7 26				11 30	12 26			
4	6 30	7 26				11 30	12 35	- 9		stoppage at Newton.
5	6 30	7 30	- 4			11 30	12 26			
6	6 30	7 26				11 30	12 26			
7	6 30	7 26				11 35	12 40	- 9		heavy train.
8	6 30	7 30	- 4			11 30	12 26			
9	6 30	7 26				11 30	12 35	- 9		rails under repair.
10	6 30	7 26				11 35	12 31			
11	6 30	7 26				11 30	12 50	- 24		heavy train.
12	6 30	7 30	- 4			11 30	12 26			
13	6 30	7 26				11 30	12 26			
14	6 30	7 26				11 30	12 26			
15	6 30	7 26				11 30	12 26			
16	6 30	7 26				11 30	12 26			
17	6 30	7 26				11 30	12 26			
18	6 30	7 30				11 30	12 26			
19	6 30	7 26				11 30	12 26			
20	6 30	7 26				11 30	12 26			
21	6 30	7 26				11 30	12 30	- 4		
22	6 30	7 30	- 4		no report.	11 30	12 26			
23	6 30	7 30	- 4			11 30	12 26			
24	6 30	7 26	exact.			11 30	12 26			
25	6 30	7 26	exact.			11 30	12 26			
26	6 40	7 30	within.			11 30	12 26			
27	6 45	7 41				11 37	12 45	- 12		heavy train.
28	6 35	7 31				11 30	12 26			
29	6 40	7 26				11 30	12 26			
30	6 30	8 35	- -		accident with engine.	11 30	12 26			

THIRD DISPATCH.					FOURTH DISPATCH.					
Date.	Manchester.		Birmingham.	Time Lost.	C A U S E.	Manchester.		Warrington.	Time Lost.	C A U S E.
	Proper Time of Dispatch, 2. 30. P. M.	Proper Time of Arrival, 7. 5. P. M.				Proper Time of Dispatch, 6. 30. P. M.	Proper Time of Arrival, 7. 26. P. M.			
Nov.	H. M.	H. M.	H. M.	H. M.		H. M.	H. M.	H. M.		
1	2 40	7 24	- 9		no report.	6 30	7 26			
2	2 40	7 30	- 15		ditto.	6 40	7 36			
3	2 40	8 5	- 50		ditto.	6 30	7 30	- 4		no report.
4	2 40	7 35	- 20		ditto.	6 30	7 26			
5	2 40	7 25	- 10		ditto.	6 30	7 26			
6	2 40	7 35	- 20		ditto.	6 30	7 26			
7	2 40	8 22	1 7		ditto.	6 30	8 30	2 4		accident with engine.
8	2 40	7 40	- 25		ditto.	6 30	7 26			
9	2 30	7 30	- 25		ditto.	6 30	7 26			
10	2 40	7 35	- 20		ditto.	6 30	7 26			
11	2 40	8 5	- 50		ditto.	6 30	7 26			
12	2 50	8 55	1 30		ditto.	6 30	7 26			
13	2 40	8 15	1 15		ditto.	6 30	7 26			
14	2 40	8 -	- 45		ditto.	6 30	7 26			
15	2 40	7 35	- 20		ditto.	6 30	7 26			
16	2 40	7 45	- 30		ditto.	6 30	7 26			
17	2 40	8 45	1 30		- - slow engine, and heavy train; waited at Warrington for Liverpool train.	6 30	7 26			
18	2 40	8 20	1 5		heavy train.	6 30	7 26			
19	2 40	7 30	- 15		no report.	6 30	7 26			
20	2 40	7 55	- 40		ditto.	6 30	7 40	- 14		line being repaired.
21	2 40	8 30	1 15		tender got off the rails.	6 30	7 26			
22	2 40	7 35	- 20		no report.	6 30	7 26			
23	2 45	7 45	- 25		ditto.	6 30	7 26			
24	2 35	7 50	- 40		ditto.	6 30	7 26			
25	2 45	7 55	- 35		ditto.	6 30	7 26			

THIRD DISPATCH—continued.					FOURTH DISPATCH—continued.					
Date.	Manchester.		Birmingham.	Time Lost.	C A U S E.	Manchester.		Warrington.	Time Lost.	C A U S E.
	Proper Time of Dispatch, 2. 30. P. M.		Proper Time of Arrival, 7. 5. P. M.			Proper Time of Dispatch, 6. 30. P. M.	Proper Time of Arrival, 7. 26. P. M.			
	H. M.	H. M.	H. M.	H. M.		H. M.	H. M.	H. M.		
Nov. 26	2 40		8 35	1 20	-- two cows on the line threw the train off the rails.	6 45	7 45	- 4		
27	2 40		7 45	- 30	no report.	6 40	9 -	1 24		-- detained at Manchester for an engine propelled to Newton Junction by a Liverpool and Manchester second class train, where we remained till an engine was sent from Warrington.
28	2 40		7 30	- 15	ditto.	6 30	7 26	exact.		
29	2 40		7 45	- 30	ditto.	6 30	7 26			
30	2 30		8 10	1 5		6 30	7 26			

I have ordered another account to be made out, in consequence of the company attempting to lay the blame on the coach contractors, and I find that twelve times since the railway was first used it has been attributable to the coaches, whereas, in the great majority of instances, it has been attributable to the railway. Our time at Birmingham is seven o'clock; the coach appears to have been 7-25, 7-35, 7-40, 7-1, 7-5, and so on, in the instances to which I refer.

96. Lord *Granville Somerset*.] How many instances have occurred of the mail being more than a quarter of an hour after seven?—There have been seven instances in which the horse-mail has been later than that.

97. Does the place of arrival mean the inn at which the coach stops?—No, the railroad station.

98. What is the time for the railroad train starting?—A quarter past seven; latterly they have agreed to give us to the half hour.

99. What was the time in which they contracted to carry the mail from Birmingham to Liverpool?—Four hours and a half.

100. How many times have they exceeded that?—I find in the last month, from the 1st of November to the 30th inclusive, the first dispatch, there were 15 occasions on which they exceeded their time; on the second dispatch, there were 23 occasions on which they exceeded their time; on the third dispatch, there were 20 times in which the time was exceeded; on the fourth dispatch, there were 15 times that the time was exceeded.

101. Lord *Sandon*.] Do you count everything as excess beyond four hours and a half?—Yes.

102. Lord *Granville Somerset*.] What is the greatest excess?—As far as I can see, two hours and 15 minutes.

103. Mr. *Loch*.] Has the Post-office made any representation as to the irregularity in the conveyance of the mail?—I do not know whether I have made any, but Mr. Louis, in the execution of his office, has in many instances.

104. What accounts do they give for their want of regularity?—I cannot say exactly; but the fact is, that we felt that the service was a new service, that they were in great difficulties as well as ourselves, and we did not wish to press them too much.

105. You have stated that there was an irregularity in the day mails between Liverpool and Manchester?—There have been irregularities, but those have been of little consequence, because they are local letters.

106. Mr. *Wallace*.] Have you any doubt of the delays being owing to the want of power?—I was down there the other day, and I understood it was owing to the want of power, putting too heavy loads on the engines; but it is impossible for any one but a scientific man to say what the reason is; it may be a fault in the construction of the engine, the bad laying of the rails, or a thousand things. The generally assigned cause is, attaching too heavy loads to the steam-engines.

107. Have the Post-office employed any scientific person to give them an opinion of the cause of the delays?—No, we have not.

108. The Post-office is not possessed of any report from a scientific person of the cause of the delays?—No.

109. Lord *Sandon*.] Do not the company go on the principle of never rejecting any passengers or goods, however much they may exceed the proper load for which the power of the engine is adapted?—I can say nothing about passengers or goods, our interference is only as to the conveyance of the letters.

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110. Lord *Granville Somerset*.] Does the guard report in the same way with regard to irregularities in the railroad, as he would as to irregularities on the old mail-coach system?—Yes; he has the time-bill; these papers are all taken from the time-bills.

111. In this return there appears to be a great number of times in which there has been a considerable excess, without any cause being alleged; has any inquiry been made in the proper department as to those causes which have been alleged?—Of course.

112. On the 7th of November, for instance, the first dispatch was an hour and 15 minutes beyond its time, on account of the engine failing for want of water. Has any representation been made on that subject?—It would be the duty of the mail-coach department to look to the time-bills, and to make representations; unless there was something very extraordinary it would not be reported to the Secretary of the Post-office.

113. *Chairman*.] Have similar difficulties to those you describe on the Grand Junction Railway occurred in the case of the Liverpool and Manchester Railway?—The Liverpool and Manchester carry the local communications between those two towns, therefore delays would not be so important there.

114. Have you found any difficulty in contracting with the company for the conveyance of the letters between Manchester and Liverpool?—There was no difficulty, but they raised their terms upon us in a way which I think shows that the Legislature ought to have some power over railways. That fact took place long before I came to the Post-office. The original contract with that company was, I think, at a penny a mile, and when a tax was put on for each passenger conveyed by railroads, Mr. Johnson, who was then superintendent of the mail-coach-office, was written to by the company to say, that as the Chancellor of the Exchequer had put on a tax, it was absolutely necessary the Post-office should pay more: this is the letter:

“Liverpool and Manchester Railway, 5th September 1832. — Dear Sir, Government having imposed a heavy tax on coach travelling per railway, to commence, I believe, on the 11th October next, I am instructed by the directors to give you notice, for the information of the Postmaster-general, that in consequence of the above tax, the company’s charge for the conveyance of the mail between Liverpool and Manchester will be $1\frac{1}{2}d.$ per mile, instead of $1d.$ as heretofore; and the directors think it reasonable that this increased charge should be payable on and after the date when the new duty commences. I am, &c. &c.

(signed) *Henry Booth*, Treasurer.

(addressed) *W. Banning*, Esq., Liverpool.”

This was acceded to on the part of the Postmaster-general; but the tax the Chancellor of the Exchequer put on was a halfpenny a mile for four passengers, so that it was half a farthing a mile; they put on a halfpenny a mile.

115. Has any subsequent increase taken place?—None subsequently. I made an application to them, when we wanted a fifth dispatch, to do it on more reasonable terms, stating that they had put on this halfpenny a mile in consequence of the tax which the Chancellor of the Exchequer had imposed on the railroad, but that they were aware their charge was four times as much as the Chancellor of the Exchequer had put on; but they would not consent to any facility.

116. Lord *Granville Somerset*.] Has the service been satisfactorily performed?—It has been very fairly performed; we have no complaints; there have been slippery rails and things of that kind. In the Dublin and Kingstown we had a contract to convey the mails for 300 *l.* a-year; three months ago they demanded 600 *l.*; with difficulty we have got them to accept 500 *l.*

117. Have you any means of ascertaining whether that amount of 500 *l.* is about the sum which they charge others?—Our people in Dublin considered the charge exorbitant, and on this we were about to undertake it by coaches.

118. What is the distance?—About six miles. According to the average speed we could have done it by coaches in much about the same time. The average time of delivering the mails by ordinary trains, from the time of taking them up at Kingstown till the time of delivery at the Post-office, was about 55 minutes, and 35 minutes by the special trains; we could have done it by coaches in 35 minutes; but in the new contract we are about to enter into, the directors engage to deliver it in 20 minutes; and to be subject to a fine if it exceeds 25 minutes.

119. What would be the difference of cost?—It would be about the same. They had got a pretty accurate account of what the expense by coach would be.

120. Cannot you ascertain what they ask for other passengers or other articles?—I do not know how to get at that, and they will not in respect of this bind themselves under a penalty.

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121. If you consider this an exorbitant price, on what data do you presume the exorbitancy?—I have taken the opinion of the local officers as to the exorbitancy, presuming they have made inquiries as to the charges, especially as they are acquainted with the charges there. They came upon us suddenly, saying, The 300 *l.* will not pay, you must pay us 600 *l.*

122. Lord *Sandon.*] Would it not be desirable to ascertain how far that is consistent with the charge they make in other cases?—They calculate on special trains; it is impossible for us to calculate the expenses of special trains.

123. Would it not be natural to compare their charge for those special trains with the maximum they charge for common trains?—We are aware that we are paying much higher than is paid for common passengers, even on the Grand Junction. The price which at present the mail pays would be much higher than for a common passenger; we pay 3*d.* a mile, and they charge but 2*d.* for a passenger and his baggage.

124. Mr. *Hutton.*] How many trains will go from Dublin to Kingstown in a day for this 500*l.* a year?—Six trains; and three, if we require them, are to be special trains.

125. Lord *Granville Somerset.*] What is the arrangement with the Greenwich Railway?—We use it only for the Twopenny Post; we pay them 20 *l.* a year; it is only one train. Looking at the mileage, it is not very low; it is between 4 *d.* and 5 *d.* the double mile.

Veneris, 8^o die Decembris, 1837.

MEMBERS PRESENT.

Mr. Baring.
Mr. Easthope.
Sir Robert Ferguson.
Lord Charles Fitzroy.
Mr Gillon.
Mr. Greene.
Mr. Hutton.

Mr. Labouchere.
Mr. Loch.
Lord Lowther.
Lord Sandon.
Lord Seymour.
Lord Granville Somerset.
Mr. Wallace.

THE RIGHT HON. HENRY LABOUCHERE, IN THE CHAIR.

George Louis, Esq., called in; and Examined.

126. *Chairman.*] WHAT situation do you hold in the General Post-office?—Surveyor and Superintendent of Mail-coaches.

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127. Have you lately been engaged in endeavouring to effect an arrangement between the Post-office and any of the railway companies for the transmission of the mails?—Yes; I have lately been at Liverpool, with the object of effecting an arrangement with the Grand Junction Railway, who have given us notice to quit in February next. I had previously entered into a negotiation with them, and made arrangements, which arrangements they are not now satisfied with, and in consequence gave us notice to quit.

128. Was that for the transmission of letters from Birmingham to Manchester?—From Birmingham to Manchester and Liverpool, and as far as Warrington, for Scotland and the North.

129. Does the Grand Junction Railway Company run trains from Birmingham beyond Manchester?—Not beyond Manchester; they run them to Manchester and also to Liverpool; as I understand, it is their railway as far as the junction at Newton, which is about midway between Manchester and Liverpool, and there they diverge.

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130. Mr. *Loch*.] And then they are carried on under an arrangement with the Liverpool and Manchester Company?—That I understand; but that is not within my knowledge.

131. *Chairman*.] So that the Post-office, in dealing with the transmission of mails upon the railway, has to deal with the Grand Junction Company for the whole line between Birmingham and Newton?—Between Birmingham and Manchester, and Birmingham and Liverpool; we have no negotiation with the Manchester and Liverpool. It is a negotiation between the Grand Junction Company and the Manchester and Liverpool, Company.

132. Mr. *Loch*.] The Post-office knows nothing of any arrangements between the two companies?—It does not; our arrangement is from Birmingham to Manchester, and to Liverpool, with the Grand Junction Company.

133. *Chairman*.] The Grand Junction Company are not the proprietors of the railway between Manchester and Liverpool?—I understand not.

134. Was the service which you wished this railway company to undertake precisely the same which it hitherto undertook for the Post-office?—The same; except that they understood from us that we should want to alter the trains hereafter so soon as the London and Birmingham Railroad should open, of which it was expected that a great portion would be opened in February.

135. But in treating for a new contract did you propose to lay any increased expense or trouble upon the railway company?—We probably should have altered the periods of their dispatch hereafter, which might have induced them to give us notice to quit. But the information given to us was, that the evening trains did not answer their purpose, and that they wished to drop them. Upon their giving us notice, I was commanded by the Postmaster-general to go to Liverpool, and have a full discussion with the directors there. Mr. Moss was deputed by the directors to treat with me; and he was the only person I had any communication with.

136. Who is Mr. Moss?—He is chairman of the Grand Junction Company.

137. Did you succeed in coming to any arrangement with the railroad company?—We entered into a negotiation, and Mr. Moss and I mutually signed a document. There were points proposed by him, which were discussed, and some observations which he made I overruled, and others were suggested: but the result was, that I signed a paper to submit to the Postmaster-general not to recognise the terms at all, because I thought them heavy.

138. You considered those terms too high?—It appeared to me so.

139. Have you got a copy of the sketch of an agreement which was signed by the chairman of the Grand Junction Railway Company and by yourself, and submitted to the Postmaster-general?—I have a copy, which I will deliver in.

[*The same was delivered in and read, as follows:*]

The following memoranda are the result of various and full discussions between John Moss, esq., chairman of the committee of the Grand Junction Railway, and George Louis, esq., surveyor and superintendent of mail-coaches, on the subject of the transit of letters by the above railway. These memoranda are understood to be points by which Mr. Moss, on the part of the railway company, will be governed; they are recognised by Mr. Louis so far only as to submitting them for selection and consideration of Her Majesty's Postmaster-general.

1. The present accommodation, as respects the guards and mail-bags, to be granted for the present allowance; the directors to fix their own periods of dispatch and arrival of the trains; also, the speed; to continue or discontinue trains at their pleasure; the Post-office to have the power of discontinuing at pleasure. As the present mode of weighing the bags may tend to impede the arrangements of the Post-office, and as it causes unnecessary details in the accounts, they would consent to the weight of bags for 28 days during winter, and 28 days during autumn, say 28 days in the months of February and August, being taken as the average which should regulate the weight for the rest of the year: the present allowance is 1 *d.* per mile for the guard, and three-eighths of 1 *d.* per cent. per mile for the mail-bags; any weight under one single hundred to be paid for as if a whole hundred were conveyed; for any portion above one hundred, and under one hundred and a half, to be paid for as a hundred weight; and above one hundred and a half, and under two hundred, to be paid for as two hundred; this rule to govern greater weight.

2. The directors are willing, if double the present average daily amount of each train be paid, to enter into a contract with the Post-office authorities for the due performance of its covenants,

covenants, and will meet them to discuss the periods of starting, which they will exert themselves to arrange so as to fall in, as much as possible, with the views of those authorities; when the periods are fixed, they are not to be deviated from without mutual consent; the Post-office, however, to have the power of relinquishing any or all the trains without notice; the directors will give six months' notice before the relinquishment of the contract; they consent to the penalty to the extent of 500 *l.* in one year for breach of any of the several covenants; the speed they will undertake not to exceed five hours from Liverpool and Manchester to Birmingham, and four hours and forty-five minutes from Birmingham to Liverpool and Manchester; they will provide a covered situation for the guard and such mails as he may have in his charge; this proposition applies to day-trains; any period of starting between 6. 30. A. M. and 6 P. M. to come within the meaning of day trains; this not to include the night or grand dispatch to London or from London.

3. The directors must consider the grand dispatch to and from London as a night train, and the charge they will make the Post-office for those trains will be 10 *l.* sterling each trip each way. A trip to be understood as comprising the distance between Birmingham, Liverpool, and Manchester; the speed not to exceed five hours from Liverpool and Manchester to Birmingham, and not to exceed four hours and 45 minutes from Birmingham to Liverpool and Manchester; the speed being fixed, they agree for the above sum to put these night trains entirely under the control of the Post-office as to the hours of departure and stoppages on the line, which are to be altered or regulated according to the convenience of the Post-office; the Post-office to be allowed a special carriage, or as much space as is occupied on four wheels; the directors to build the body in all respects according to the plan or notions of the Post-office authorities; persons belonging to the Post-office and *bonâ fide* employed on Post-office business on the railway, and having charge or custody of the mails, to go free in this carriage.

4. As this question has been put to the directors, as to what they would demand per trip, be bound by the conditions of the second point, find the Post-office half the space which is occupied on four wheels, build the body of the carriage according to the notions of the Post-office, and convey persons of the Post-office *bonâ fide* employed on Post-office business on the railways free, they state they will agree to give the above convenience on payment of 5 *l.* sterling per trip on a day train.

The directors wish the Post-office authorities to understand distinctly, that they are willing to allow them to employ their own engines and carriages, on moderate tolls being paid for the railway, less than the directors are legally entitled to demand.

P. M.
G. L.

Liverpool, 28 November 1837.

P. S.—Mr. Louis has distinctly stated to Mr. Moss that the Postmaster-general will consider it to be his public duty, whichever of the above points be selected, to demand precisely the same convenience on Sundays as on other days, as regards the hours of arrival and departure, and the working of the trains. To this statement Mr. Moss has replied as follows, (*vide* his letter of the 23d instant, of which the following is an extract):

“Whenever the question of Sunday departure comes forward, I trust I shall prove to your satisfaction that there will be no occasion to start trains from large towns during the hours devoted to religious worship; and it must be distinctly understood that the Grand Junction cannot enter into any agreement after February next for travelling on the Liverpool and Manchester Railroad contrary to their bye-laws; if the inhabitants of London, Manchester, Liverpool, and Birmingham do not, by any public expression, ask for trains on Sunday, &c. the owners of the railroad are willing to forego the profit arising from such traffic. I do hope that Her Majesty's Government will not, by any legislative enactment, compel them to furnish accommodation beyond what is absolutely necessary.”

140. Will you state in what respect you considered the terms of this contract, either excessive or inconvenient?—It appeared to me, as compared with the sum that we now pay, to be very expensive. We pay for one trip on the average, from Birmingham to Liverpool, 1 *l.* 1 *s.* 4*d.*, and the demand made for this train was 10 *l.*; it was an increase of 9 *l.*, which appeared to me to be very heavy. The reason given by Mr. Moss to me was, that as it is a night train the directors would be put to a very heavy expense to maintain it, and that he did not conceive that a less sum should be charged to the Post-office. I then pressed particularly upon Mr. Moss that he should state to me what would be a remunerative price to the company, and that all above that remunerative price, arising from passengers and parcels, should go to the reduction of the charge made to the Post-office, till it came to what might be considered a fair charge. That was the gist of my argument with Mr. Moss, to which he objected.

141. Upon what grounds did Mr. Moss object to that part of your proposal?—Mr. Moss did not seem to give any particular reasons for it. I think generally, he said that if a train were sent at night, it would draw from their day trains, and that it was not a fair way to judge; for that those persons who went by the night train, if there were no night train, would go by the day train, and that they still

George Louis, Esq. would have the profit of them. But I thought that proposition so fair and reasonable, that I pressed it particularly upon him.

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142. Did you endeavour to make any calculation as to what would be a fair sum for the company to have asked for the special train?—It is very difficult. I rather took the data given me by Mr. Moss. He stated that a train would cost at least 14 *l.* 10 *s.*; I think that was the price he said for sending an engine.

143. *Mr. Easthope.*] For the night or day?—I do not know whether he made a distinction between a night and a day train, but he gave that as the general expense. He said that they might take it at 20 *l.*; but he said that the company would receive no tolls, even if this 20 *l.* were paid them; they would receive no interest upon the original outlay.

144. *Chairman.*] Is it not the case that the using the railway for a train at night necessitates the employment of many people, who would not otherwise be in the employment of the company?—I should think there could be no question of that.

145. Therefore it would be reasonable to ask more for a train at night than for a train in the daytime, independently of the less probability of its being made use of by passengers?—Decidedly it would be more reasonable.

146. Did you ever yourself endeavour to form an estimate, or have you ever consulted any engineer upon the subject, who could give you an estimate of what would be a fair charge for the use of a special train at night?—I made inquiries as to the cost of a first-rate engine, and of a tender and of a carriage, supposing that a train was used specially by the Post-office, or by any body of persons; and I have the answer, but it really is hardly data to go upon; and I dare say it requires much correction, but I give it as I received it from the engineer at Manchester. He said that the price of a first-rate engine would be about 1,400 *l.*, and for a tender 230 *l.*, and that a couple of carriages, such as I named to him, would be about 860 *l.* more, making a total of 2,490 *l.* for those articles; and then there is the wear and tear of all these. This was put down with reference to the question, whether it was possible for the Post-office to employ an engine profitably.

147. What conclusion did you come to upon that subject?—It was very vague, and not at all satisfactory. Putting 15 per cent. upon the outlay, I made that somewhere about 400 *l.* a year; and then there is the engineer, which would be about 120 *l.* for his wages, and the man for the tender would be about 90 *l.* or 100 *l.* I am supposing these engine-men could go to and from within the 24 hours; then coke for the journey to and fro was estimated at about 1,400 *l.* a year; then we should have all the difficulty about the tolls upon the passengers, supposing the Legislature were to pass some Act by which the Post-office could employ its own train, and take a limited number of passengers, so that the train might go with a greater speed than any other. There would then be the difficulty of levying the toll upon the passengers, and it is difficult to estimate what number of passengers would go; but I assume that 20 might go, or that the tolls were paid upon 20, whether 20 went or not.

148. *Lord Granville Somerset.*] Is there anything in the Railroad Act which forces them to keep the railroad open all the 24 hours?—I think there must be some time allowed for repairs.

149. Supposing that the Post-office, as the law now stands, chose to become carriers upon that railroad, has the Post-office any power of sending a train at such hours as it might select?—I do not think it has.

150. Therefore, supposing you had a separate establishment, you are still to a certain extent in the power of the company?—Most assuredly, unless some law is passed.

151. And you are also, to some extent, at the mercy of the railroad company with regard to the amount of tolls which they might put upon your carriages, because, although they cannot go beyond a certain price, it does not follow that they should require that price?—Mr. Moss stated to me that they were willing to take tolls much less than they could legally demand.

152. Would they be willing to take tolls much less, supposing you were the carriers, or supposing that they were the carriers?—If they were the carriers, of course there would be no toll.

153. Of course the toll might be merged in the price which they would charge; but, supposing that they were not the carriers, did they say that they would

would take less toll than the amount authorized by Act of Parliament?— *George Louis, Esq.*
Decidedly.

154. Did that difference refer to night travelling, as well as day travelling?— 8 December 1837.
I apprehend it applied to any period of the 24 hours.

155. Is not one great source of expense in the night travelling, the keeping up an establishment of policemen, and watchmen, and other persons, independent of the expenses they incur of persons going with the train?—No doubt of it; and they expect that the night train will be less profitable, because so many passengers will not go.

156. Was any distinction drawn by Mr. Moss as to the price that he, on the part of the company, would demand, as the price for allowing the Post-office to send a night train?—He made no distinction.

157. He made no objection to keeping the railroad open for your trains during the night, but he said that they must be paid if you were the carriers?—In answer to that, I will read what he said: "The directors wish the Post-office authorities to understand distinctly, that they are willing to allow them to employ their own engines and carriages, on moderate tolls being paid for the railway, less than the directors are legally entitled to demand."

158. Supposing the Post-office were to adopt the alternative of employing carriages and locomotive engines of its own, do you conceive that any legislative enactment is necessary to enable it to perform the public duty satisfactorily?—I should think it would be absolutely necessary, inasmuch as we should be always at the mercy of the railroad directors first to get upon the train; it is their property which you have to cross before you can get upon the railway; you can run from one railway to another, where an intersection takes place; but although the law allows you to run along the railway, there is a difficulty in getting on it.

159. Do you mean to say that the law is so framed, that though a private party may have the power of running engines upon the road, he shall have no power of access?—I do not say exactly that; but other parties have no places for their servants and their agents, which amounts to a practical prohibition.

160. So that in fact the idea of keeping a separate establishment of engines, on the part of either the Post-office or of any private individuals, is illusory?—It seems to me something like it, except one railroad runs into another.

161. Did you take any means to ascertain how far it was probable that Mr. Moss's impression of the inexpediency of running night trains was well founded, with reference to passengers?—He distinctly stated that he believed night trains would be very expensive, and not at all remunerative to the company; that at first there might not be sufficient confidence on the part of people to travel by railroad at night, till they became more known; but he said that they would run all risks upon the payment by the Post-office of 10 *l.*

162. Did you take any pains to ascertain how far this impression of Mr. Moss's was likely to be realized; did you make any inquiries as to the probability of night passengers, supposing there were night trains established?—It would be mere matter of opinion; I could not arrive at it satisfactorily by any inquiry. I think, in my own mind, that the night travelling would be just as much adopted as day travelling; I feel such entire confidence myself in the railroads, that I should not hesitate travelling any length of distance at night, and therefore I think the public generally, when they become more acquainted with them, will feel the same confidence.

163. Looking at the travelling as it exists on the old system, and the importance of communication to different parts, do you consider it probable that there would be night travelling, supposing the Post-office established a night train?—I think it would, when the whole line is open for a very long distance; for instance, from London to Liverpool.

164. Then to that extent you do not think that Mr. Moss's opinion as to the non-probability of night travelling was a valid one?—No; I certainly thought there would be night passengers, independently of the Post-office, and it was for that reason that I urged him so strongly to fix a sum, and that any return above that sum should go to the reduction of the Post-office charge, to bring it to a reasonable charge, because 10 *l.* is 2 *s.* a mile, which is a great price, the Post-office hitherto never having paid for mail-coaches, upon an average, above 2 *d.* and one-sixteenth.

165. Is not that more than 2 *s.* a mile?—In fact, between Birmingham and
D 4 Manchester

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Manchester and Liverpool it is right to say that there are 116 miles travelled ; four of those miles are travelled by two sets of engines which are unnecessary for us, but I dare say it would not be convenient for the Grand Junction Company to separate at the intersection of the two roads, having their own establishments at Warrington, so that there are four miles from Warrington to Newton double, making 116 miles, but in the other it is 112 ; that should be distinctly understood in all these arrangements.

166. You have stated that Mr. Moss gave you certain data upon which he formed his opinion of the propriety of his demand?—Yes ; I have already stated the paucity of passengers and the great expense they must be put to by keeping persons employed by night as well as by day.

167. Has not it been the custom of the Post-office, with regard to mail-coaches and contractors applying to have a higher remuneration than they were enjoying, to call upon them to show their books, so as for the Post-office to be able to judge how far their demand for increased allowance was correct?—It has in certain cases.

168. Did you make any request of that sort to the railway company?—No, I did not ; but I know that their night train has gone with one passenger ; but I made no direct inquiry.

169. You made no request, during your discussions with the railroad company as to what they should demand and what you should pay, to see their books, so as to ascertain the real outlay that running the train was likely to cause?—No, I took Mr. Moss's declaration as to the expense.

170. But you did not go into the particular items?—No.

171. In forming your judgment as to whether this was a great demand or a small demand, you did not go into any calculations as to either the outlay in money of forming the railroad, or the actual outlay that the train passing from one part to another would cost?—I went into no particular inquiry upon that subject.

172. Then your judgment is formed rather upon impression than upon any positive calculation?—It is a good deal.

173. *Chairman.*] Still you thought that it was not fair that the circumstance of whether those night trains were or were not in any degree remunerative should be entirely left out of the question?—No ; I hope I have made myself quite clear upon that subject. I thought that if we paid the 10 *l.* we should have the benefit if it was remunerative ; I found that we were as entirely in the hands of the Grand Junction Railway as we are of any railway. I considered 10 *l.* a very heavy charge, particularly for a day train, (and I shall have something to say about day trains). But I felt at the same time that it was equitable that there should be something more paid for a special night train than for a day train, on account of the greater outlay.

174. What was the price asked for a special day train?—That part of the negotiation was not at all satisfactory to me, as I have stated to the Postmaster-general ; but there was a particular condition made, that what we call the grand train, the eight o'clock dispatch at night, and the train that would bring the letters into London in the morning, should be considered night trains. When there was a discussion about day and night trains, I called upon Mr. Moss particularly to state what he considered day, and what he considered night ones. I told him it was essentially necessary to understand that point quite clearly, and we fixed that point, but he still made an exception for this grand train, although it might go within the day hours.

175. What did you agree upon as being night hours?—It will appear in the paper I have delivered in to the Committee that any period between 6. 30. A. M. and 6. P. M. was to come within the meaning of day trains. This I pressed, but Mr. Moss inserted, " This not to include the night or grand dispatch to London or from London."

176. What do you apprehend was meant by that expression?—The inference I drew from it was, that the directors thought that they ought to be paid heavier for that train under any circumstances, whether night or day.

177. Can the grand dispatch ever be conducted by a day train?—According to our proposed arrangements it will not, when the London and Birmingham is entirely opened ; but till that is opened, or when it is opened only partially, the grand dispatch will start for London just about within the day hours ; that is, when it is opened from London to Denbigh Hall, and from Birmingham to Rugby.

178. In

178. In that event did Mr. Moss state any reasons to you for thinking it right to demand the price of a special night train for a day train under those circumstances?—He was determined to have the price for this grand dispatch, whether it was day or night. George Louis, Esq.
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179. Did he give you any reasons why he thought it just on the part of the railway company to ask this price for the grand dispatch if conducted by a day train?—The reasons were generally that there was so much bulk carried, that it was right that they should have it, and that it was such an important dispatch altogether; but it is just that I should at the same time say that we were to go at our own hours, and to have the entire control of this train in the day as well as in the night; but I cannot help saying, that so far as the charge was for a day train, it did seem to me enormous, if it came within reasonable hours.

180. Mr. *Hutton*.] Did the company justify their additional charge for a day train by any statement which appeared to you intelligible as accounting for the great increase?—There was no particular attempt at justification or explanation.

181. *Chairman*.] Did you state your objections to Mr. Moss against this proposition?—I did; and I urged Mr. Moss again and again to leave it out of the question; I thought it not necessary.

182. Did not Mr. Moss, in reply, state the grounds upon which he thought this a fair and reasonable proposition?—He gave me no particular reasons, except the general reasons that persons would give of the great outlay and expenditure of the railway.

183. Did you go into any calculation with him upon the probability of an increased outlay which would justify this demand?—I did not.

184. Why did you not do that?—I had no data or means by which I could enter into any calculations.

185. Did you ask him to furnish you with the data upon which he made this demand?—I did not.

186. Mr. *Easthope*.] Was it stated by you that in sending the mails by the grand train, as it is called, you would delay that train by any stoppage that you would require?—No; we should have the entire control of it.

187. Having the entire control, should you require it to stop when it otherwise would not require to stop?—No, I do not apprehend that we should.

188. You stated that you thought the 10*l.* excessive; by what rule of calculation did you arrive at that conclusion?—By our paying only at this moment 1*l.* 1*s.* for the same convenience under a previous bargain.

189. Did you take it by any comparison with what was then paid by the other conveyances on the road, or anything of that sort?—Not only by the Grand Junction Railroad, but by the other railroads that we employ, the expense is excessive.

190. Did you take into account a comparison of the expense by the common roads?—I can do that at once: this is nearly 2*s.* a mile, and we pay by a common road for mail-coach about 2*d.* and a sixteenth.

191. Mr. *Greene*.] Did you understand in your conversation with Mr. Moss, that the company either do or that it is their intention to run night trains themselves?—No; they distinctly told me not.

192. Therefore, the whole expense of keeping the railroad open at night would occur solely on account of the Post-office?—I was informed so; but I am speaking now more particularly with regard to the charge being made by the day for this grand train; not that it is matter of any material consequence, for I think after a short time it will be a night train, if the present hours of dispatch are preserved out of and into London.

193. Mr. *Easthope*.] Did you not state that you would require the police and those people employed on the railway, in case you set up a machine yourself, to be entirely under your own control?—I had no discussion with Mr. Moss about that.

194. Does it appear to you from what you have seen, and as far as you have inquired upon that subject, that it would be practicable, without great inconvenience to both parties, to have two sets of trains, one under the control of the Post-office, and another under the control of the railway?—I think it would be very inconvenient. I do not know what the law might do for us, but if the Post-office should ever employ on grand trunks of railroad its own engines, there must be some arrangement entered into; but the Post-office could never go into the detail so much as the company. It must be very peremptory in its mode of conducting such a train, without taking any but long passengers.

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195. Do you think it would be practicable, without great inconvenience to both parties, to have two sets of servants upon such conveyances?—I should say undoubtedly it would be, if servants were really necessary in the intermediate places for the Post-office. It occurs to me (but I express this opinion with very great deference), that if the Post-office were ever to engage its own servants or engines, it must take only long passengers; it must not be impeded by short passengers.

196. *Chairman.*] Do you conceive that subjecting trains to a regulation such as that would have the effect materially of decreasing the number of passengers that would go by them?—Perhaps if a train were established upon this superior kind of footing, such as we estimate the mails, being a superior travelling to others, it might become a kind of fashion to go by the mail-train, and people would pay a higher fare perhaps; I think it not improbable.

197. Still passengers that wanted to go short distances would of course not go by trains that did not furnish them with means of stopping?—But the first-class trains now do not stop, except at certain places; and the Post-office must be still more peremptory in that respect. I was only assuming that it was possible for them to employ their own engines. The directors having made that proposition, I thought it right just to entertain it, without being able to say whether it would be prudent for the Post-office to adopt such a course.

198. *Mr. Wallace.*] Are not the fares by the mail-carriage higher than the other fares along the railway?—Yes; they are 4 s. higher from Birmingham to Liverpool and Manchester, but then it is for greater accommodation; I believe they take only four passengers instead of six in the carriage, and there is one of the mail-carriages takes only two, a very large carriage.

199. *Mr. Loch.*] Under the existing Act do you conceive that the Post-office is entirely in the hands of the railroad companies?—I think so.

200. *Chairman.*] You think they may impose practically any conditions they please upon the Post-office, and that the Post-office is without defence?—I think so.

201. *Mr. Loch.*] Then as far as the Post-office mails are concerned, the railroads act as a perfect monopoly?—It appears to me so, entirely; they have cut from us our ground; our means of conveyance are taken away. Besides, even if we could keep anything like pace with them, which is not at all probable, the public would not be so satisfied; but it is quite impossible to keep pace with them. There is no question about the regularity of the coaches being greater than that of the railroad, for from inquiry I have made, I find all railroads more or less irregular. I have been reading the reports of the Liverpool and Manchester, when it commenced, and I observed that the irregularity is particularly complained of; that has since improved.

202. *Lord Granville Somerset.*] In that respect, if the Post-office had an establishment of their own, would you not be more likely to be regular than you are under the present system?—I should think so; but still, if an accident happens to the engine or to the axletree, or anything of that sort, it would be liable to the same, and the want of a single screw upsets the whole machine.

203. Is it not notorious that the circumstances of the weather and the wind have an influence over the pace which a heavily loaded train can go?—There is a printed return of mine, showing that there is a longer time taken in the winter from Manchester to Liverpool than from Liverpool to Manchester, owing entirely to the wind prevailing from the south-west.

204. Then, supposing the Post-office had railroad machines of their own, would not they regulate the power so as to supersede any ordinary occurrence of that nature?—If it was possible for the Post-office to have its own engines, if it found it reasonable and right to do so, of course it would take care not to have too heavy loads.

205. Would not you provide sufficient power to overcome all those ordinary impediments or variations of weather which have caused considerable delay?—That is a question to which an engineer would be better able to give a satisfactory answer. I ought to say, that if the 10 l. train is agreed to by the Post-office, we are assured that engines will be kept at certain distances on the line to aid and to be always ready.

206. Then supposing you entered into that contract with the company, would you guard against the probability of the power of the engine being overloaded?—The penalty that the company would subject themselves to by a violation of the contract

contract which they are ready to enter into, would set that right; they would take care of that for their own sakes. George Louis, Esq.

207. The penalty would be so considerable that it would be their interest to take care that the engines should not be overloaded?—Yes; and I should certainly recommend some more summary mode than that spoken of in this paper; some graduated fine for loss of time would be a good remedy. 8 December 1837.

208. Mr. *Wallace*.] Does not the paper that you have given in, showing the different sums demanded by the railway company, include penalties for not keeping time?—Under that proposed agreement they would render themselves liable to a penalty of 500*l*.

209. *Chairman*.] Was there any stipulation in the agreement that you made with the directors of the railway company with regard to using the railways on Sundays for the service of the mails?—It was not an agreement, it was a mere memorandum. I will briefly state what passed: “Mr. Louis distinctly stated to Mr. Moss, that the Postmaster-general will consider it to be his public duty, whichever of the above points be selected, to demand precisely the same convenience on Sundays as on other days, as regards the hours of arrival and departure, and the working of the trains.” To this statement Mr. Moss has replied as follows [*vide* his letter of 23d ultimo], of which the following is an extract: “Whenever the question of Sunday departure comes forward, I trust I shall prove to your satisfaction that there will be no occasion to start trains from large towns during the hours devoted to religious worship; and it must be distinctly understood, that the Grand Junction cannot enter into any agreement after February next for travelling on the Liverpool and Manchester railroad, contrary to their bye-laws. If the inhabitants of London, Manchester, Liverpool and Birmingham do not, by any public expression, ask for trains on Sundays, &c., the owners of the railroad are willing to forego the profit arising from such traffic. I do hope that Her Majesty’s Government will not, by any legislative enactment, compel them to furnish accommodation beyond what is absolutely necessary.”

210. What would be the effect upon the Post-office communications of entirely preventing trains from carrying the mail-bags upon the railway on a Sunday?—It would be almost impossible for me to state what it might be, but it would decidedly produce great delay. It is here limited to the hours during Divine service, and whether that would be applied merely to the starting of trains during those hours, or to the continuation of trains already upon the road, makes a material difference, because, if they are to stop during that period, the delay will be much greater.

211. Did you understand Mr. Moss to mean that that bye-law of the company would be rigidly enforced?—It is a bye-law not of that company, but of the Manchester and Liverpool.

212. What is that bye-law?—This is the bye-law of the Liverpool and Manchester Railway: “No carriage for the conveyance of passengers shall be allowed to pass along the railway on the Sabbath-day, between the hours of ten in the morning and four in the afternoon.”

213. Did you understand Mr. Moss to say, that it was his belief that that bye-law would be enforced against the Post-office?—He said that distinctly.

214. What would be the effect, in your opinion, upon the Post-office communications, of rigidly enforcing that bye-law?—Looking at the Post-office communications, as they are at this moment, it would delay the arrival at Liverpool perhaps a couple of hours, and delay the departure somewhere about that period. I do not speak quite positively. Then a special communication might be established by post-horses or other means from the point where the Grand Junction control ceases, to Liverpool and Manchester, both ways.

215. What would be the effect produced upon the communications of the Post-office to the North?—To the North, at this moment, there would be no injury done. But we must look forward a few months, when the railroad to Preston will be opened. Then the effect would be, that the communications to the North would be delayed. When the railroad is opened the whole way from Birmingham to Preston, the mail, which departs from London at eight o’clock at night, would reach Preston before the hours of Divine service; but putting that out of the question, supposing the same rule is applied to those places as to Manchester and Liverpool, there would be a delay of four to five hours, besides the inconvenience of disarranging the coaches for that particular day.

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216. *Chairman.*] Has there been any negotiation on the part of the Post-office with the London and Birmingham Company, in anticipation of that railroad being opened?—We have had a good deal of communication at different times, and I had the honour of waiting upon the directors the day before yesterday.

217. *Lord Sandon.*] By the time when this contract ceases with the Grand Junction, namely, in February next, will it be any inconvenience to the Post-office to observe the limitations, with respect to the Sabbath, which are imposed by the bye-law of the Liverpool and Manchester Railroad?—So far as the London post goes, I do not apprehend it will: but I am not in a position to make that statement; for we have come to no arrangement with the London and Birmingham Railway directors yet.

218. But you anticipate an arrangement by which that will not be inconvenient?—As regards the London post; but we have a dispatch from Liverpool, and a dispatch from Manchester, and a dispatch from Birmingham, now, at half-past eleven in the morning, for local purposes, and for conveying bye correspondence. That is to say, from Manchester and Liverpool to Birmingham, and from Birmingham to Manchester and Liverpool, quite independent of the London communication. We have then a dispatch from Birmingham at half-past two again, which is independent of the London.

219. Would that come across the railway at the forbidden hours?—Yes; the half-past eleven would; not the half-past two. But I think we ought to assume, when there is this difficulty thrown in our way, that the same difficulty may arise on other railroads.

220. Would you not think it desirable, in making any Post-office arrangements, as far as you could consistently with the consideration of public convenience, to endeavour to avoid interfering with the moral and religious feelings of the great population with which you come into contact?—I act solely as an agent; and I must be guided by what the Postmaster-general would direct in that matter.

221. *Mr. Gillon.*] Do not you consider it indispensably requisite, looking at the more extended chain of communication by railway, that the Post-office should be completely unfettered by any bye-laws of railway companies as to travelling on Sunday?—I think it should be unfettered.

222. Do not you think it is dangerous to admit the principle of the establishment of bye-laws, which, though not inconvenient at present, may afterwards be the occasion of great and general inconvenience?—I think it would, certainly.

223. *Mr. Wallace.*] As superintendent of mail-coaches, and consequently cognizant of the whole undertakings of the Post-office through the means of mail-coaches, do not you consider that it would greatly cramp and inconvenience the arrangements and expediting of the mails throughout the country, if any bye-law or other law should interrupt the Post-office upon the Sunday by a railway any more than by turnpike-roads?—It certainly would, if the communication came within those hours, most assuredly.

224. Do you not contemplate that mail-coaches must be travelling on railroads upon the Sunday at all hours, as they are now travelling at all hours upon turnpike roads?—They would most assuredly, if the communications are dispatched to London in the morning.

225. Without looking to London, but looking to Ireland and Scotland, when railways become general, would it not be necessary that the Post-office, for the convenience of the public, should have a right to run their mails at all times on Sundays along the railways as freely as they do along turnpike-roads?—I think undoubtedly they ought to have the right of doing so.

226. *Mr. Easthope.*] Upon a consideration of that subject, do you deem it to be essential to the convenience of the Post-office that it should have that power?—I should say, as a general answer, certainly.

227. Have you reflected upon the subject sufficiently to form an opinion that there would be great practical inconvenience resulting from sections of railroads being under the influence of bye-laws against Sunday travelling?—I think it would be very inconvenient.

228. And therefore you think, in the present imperfect state of railway communication, it would be dangerous to the public convenience if there were any positive rules laid down?—I think it might be.

229. *Mr. Wallace.*] Will you state to the Committee what has been the effect of the delays which have taken place between Birmingham and Warrington, both ways, upon the communications to the north of England and Scotland, especially

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to Edinburgh and Glasgow?—There has been a considerable delay and time lost on different occasions between Birmingham and Warrington, which has affected the arrival both at Glasgow and at Edinburgh; on some occasions very considerably.

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230. Will you state the result and the effects of those irregularities?—I have not the paper which applies to Glasgow and Edinburgh, but I can show the time which has been lost between Birmingham and Warrington, owing sometimes to the breaking of an axletree, or sometimes from want of water or other causes. I thought, from what I saw in the newspaper, that it was attributable to the coaches, and not wholly to the railway, and I thought it right to examine the bills very carefully, not exactly from the commencement, but beginning at the end of the first month, because everything was so much in disorder at the commencement, and I found that although there are three mail-coaches travelling nightly 108 miles, with all the liabilities to casualties and accidents, and the road at this moment between London and Birmingham is in a very imperfect state owing to improvements going on, I found there were six failures only from August 1st to November 30th, inclusive, in the coaches' arrival at the railway station at Birmingham. There were three not above five minutes after seven, one was 12 minutes after seven, and two 25 minutes after seven; but I have assumed that we ought to be there at 10 minutes before seven to allow 10 minutes for the transfer of the bags; and then that the Post-office will stand as follows with regard to the mails: that during August there was not one failure after that period; during September there was not one, and during October not one; but during November there were 10 times that they were after 10 minutes before seven for the three mail-coaches. There was one only three minutes behind its time; once three minutes; three times only five minutes; once 10 minutes; once 13 minutes; once 15 minutes; once 22 minutes, and twice 35 minutes, owing to accidents in some cases; one time a horse fell dead, another a horse kicked, and others the bad state of the road; in fact I have travelled over it myself two or three times, and it is almost in a dangerous state, and it is to me surprising how the time has been kept in the night.

231. Mr. *Loch*.] Have you ever received any communication from Sir Edward Lees, with respect to the state of the Edinburgh and Glasgow mails, arising out of those delays?—Yes, there have been representations.

232. To what effect?—Stating that there has been great inconvenience to the correspondence northward, and also that the new mail-coach to Dundee has sometimes lost the London mail of that day owing to its being essential that it should start at the precise hour, in consequence of the ferry across the Firth of Forth; there has been a loss seven times.

233. Then what became of the letters?—The letters to Dundee go by the other north mail in the afternoon.

234. That is a great way round, is it not?—It is. The fact is, that that mail is too precisely fixed to insure its regularity; if it does not go off at the exact moment, it is too late for the ferry.

235. Mr. *Easthope*.] You stated that the reason why the mails had been delayed in the month of November much more frequently was the bad state of the road?—November is a very bad month generally.

236. Is there any specific cause besides the weather to which you attribute the present bad state of the road?—It is under repair. At this moment very large works are going on, cutting through hills, and filling up vallies.

237. Will you state anything you know about these repairs?—I am unable to give any precise information; they are making a train-road I have observed.

238. Mr. *Loch*.] Do you carry the mail by the Newcastle and Carlisle railroad?—No; we have not found it convenient to do so.

239. Lord *Granville Somerset*.] With regard to the right of the Post-office to charge a high rate for passengers in case of their keeping engines of their own, you said that you have never looked at the Act of Parliament under which the Grand Junction Railroad is incorporated?—No, I have not.

240. Will you have the goodness to look at the Act? (*the same being shown to the Witness*). Do not you see, by clause 106 in that Act, that no parties, whoever they may be, who carry passengers along that railroad, can charge beyond a definite sum for each passenger?—Yes; I perceive that they cannot charge above a definite sum.

241. Including the railroad rate?—Yes, including everything.

242. That being the case, then, whatever superior advantage a railroad train belonging

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belonging to the Post-office might possess, the Post-office could not charge any very extraordinary price by way of remuneration?—Not any very extraordinary price, but still perhaps a higher price than would be charged for common carriages.

243. Do you conceive that that higher price could in any degree recompense the Post-office for the very extraordinary outlay that having a special establishment for these matters must necessarily cause?—I doubt whether it would.

244. Will you state what the prices are which are authorized by the Act?—They are authorized to charge for every person conveyed in any uncovered carriage a sum not exceeding 2 $\frac{1}{2}$ *d.* a mile; for any person in a covered carriage a sum not exceeding 3 *d.* a mile; for every person in a four-inside or mail-carriage, a sum not exceeding 3 $\frac{1}{2}$ *d.* a mile.

245. *Mr. Hutton.*] Can you state how much less than that sum is now charged?—The charge for a passenger from Birmingham to Liverpool for a common carriage is 1 *l.* 1 *s.* for 97 miles, and the charge by the mail is 1 *l.* 5 *s.*, that is about 3 *d.*; the additional halfpenny would be about 4 *s.* more.

246. *Chairman.*] Are the Committee to understand, that the result of your observation leads you to conclude, that it would be impossible for the Post-office to undertake, on its own account, to carry the mails upon the railways at anything like a reasonable expense?—From all the inquiry I have made, it seems to me that it would be very difficult, if not impossible.

247. Do you then conclude that the power of having an establishment of its own is no effectual check upon the monopoly which the railway companies possess?—I doubt whether it be, but that must be the result of very great calculation.

248. Have you made those calculations?—The calculation I have made is so rough, that I can hardly say that it is to be depended upon. I made inquiry with regard to the expense of an engine; but I am unable to say what the per-centage is for wear and tear; they tell me that it lasts 10 years.

249. Must not you have officers and engineers of your own?—You must either do that or hire locomotive power.

250. Does not the property on both sides of the railway exclusively belong to the railway company?—Immediately on each side.

251. Then, except by the permission of that company, the Post-office could not establish the stations which would be necessary in the event of its having an establishment of its own, and trains upon the railway?—It would seem to me impracticable for the Post-office to take any steps independent of the railroad proprietors; it must be done by their consent, in a great measure, as to the use of their station-houses, and particularly their station-houses at the termini.

252. Do you believe that in the event of the Post-office thinking fit to establish upon the railways its own trains, the companies would be ready to furnish the necessary facilities to the Post-office for that purpose?—I can only say, that in all my communications with them there seems to be a great readiness to comply with our wishes, except when we came to the point of price.

253. Did you ever ask them that question, whether they would be disposed to facilitate an establishment of that kind on the part of the Post-office?—So far as the Grand Junction is concerned, I think their own proposition, that they would let the Post-office go on lower terms than the Act authorizes them to demand, seemed to show a readiness to do that.

254. *Mr. Easthope.*] Are you aware that the railroad proprietors are not compelled by the Act of Parliament to be carriers?—I have understood so.

255. Are you aware that they are compelled by Act of Parliament to afford all those facilities that they themselves possess to anybody that may choose to become carriers?—I have not examined the Act.

256. *Mr. Greene.*] But even if there were not a clause to that effect, is not it competent to any person to make a railway connecting with the great railway?—I should apprehend so, by an Act of Parliament.

257. *Lord Granville Somerset.*] Even supposing you made this arrangement, according to your own view of what is right, with the Grand Junction Company, must you not after that make arrangements with other companies, such as the London and Birmingham, and others, before the communications can be properly established?—Yes.

258. And also continuing the railway communication in every direction you will have to negotiate with different companies?—Yes.

259. And

259. And, therefore, if you attempted to put railroad engines belonging to the Post-office on any particular railroad, an arrangement which might be convenient so far as that railway was concerned, might be overturned at the will of other companies?—Yes, as I said before, the only way in which it can be at all entertained must be upon some grand trunk, not upon shorter railroads. George Louis, Esq.
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260. Therefore you would be exposed not merely to the difficulty of getting over the opinions or pretensions of one particular body of railroad proprietors, but you would have to fight the battle probably with other railroad companies before you could do anything really efficient?—Under the present state of things, unless some law was passed.

261. Therefore what the Post-office requires is a law which should override all local or partial legislation, and enable the Post-office to look at the subject with regard to the grand communications throughout the country?—Yes.

262. *Chairman.*] You stated that there had been some negotiation between the Post-office and the London and Birmingham Company?—There has been, some, but there has been nothing definitively settled.

263. You cannot state any terms that were proposed by the London and Birmingham Railway or by the Postmaster-general?—No, it is not in my power to do so; in fact, I think the question of terms has not been much discussed, but it was promised by the directors that the Post-office should hear from them shortly upon the subject.

264. *Lord Sandon.*] Have you made any inquiries which led you to form an opinion whether or not it would be possible to contract with other persons, not the directors of the railroad, to furnish locomotive power for the conveyance of the mails?—I have not. If the Post-office had its own engines, and went independently of the railroad proprietors as carriers, the only reasonable plan seemed to me, to be for them to hire locomotive engines.

265. You have not yet ascertained whether a class of persons exists, who would be inclined to undertake, as a trade, the furnishing of locomotive power upon railroads not their own?—I have not made any inquiry upon that subject.

266. *Mr. Wallace.*] Under the agreement you now have for having the mail carried between Birmingham and Manchester and Liverpool, have you any control over the time within which the mails shall be conveyed?—We have not. The railroad proprietors declined to sign any contract; a contract was prepared and sent to them, but they decline executing it.

267. At present, it is in evidence, that occasionally the delays are to the extent of two hours, or even three hours and a quarter. Now those delays may be increased to any extent under the agreement you now have?—Most assuredly we have no power over them, at this moment, by penalty, or any other means.

268. Only by remonstrance?—We write to them immediately, and we find them anxious to do the best they can to remedy any delay.

269. What is your own opinion as to the cause of the delay generally?—Though I am no good judge in matters of that kind, I think it has a great deal arisen from the thing being in its infancy, and that all their arrangements have not been completed. I hear also that they have been disappointed as to the supply of engines; but I should think that after a time they will get more regular. Indeed, from the negotiation which I have put in, the Committee will observe that they will subject themselves to penalties if they exceed the time.

270. Do you send the time-bills all the way from London to Edinburgh and Glasgow?—We do not, under these new arrangements. The old time-bills went the whole way to Edinburgh, but not by Carlisle; and when the arrangements are more finished, there will be arrangements to send the time-bill through to Edinburgh.

271. Why do not you send them both ways?—There is such a very limited time for transferring the bags, and handing over the bill from the guard, and getting an answer as to what may have happened in the intermediate space, that it was considered more convenient to have two bills. But after a little time that will right itself, and we shall have the bills through again.

272. Then the postmasters at Edinburgh and Glasgow have no means of knowing whether it is the mail-coaches which have caused the delays which have taken place?—They have not at the moment, but they always know the cause. One guard communicates it to another, and although it may not appear specifically in the time-bill, it is known.

273. Would it not be expedient, now that that establishment has gone on several months,

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months, to cause the time-bill to be sent both ways?—I do not see any practical objection to it after a little time; but we rather delayed it till we got the Birmingham Railway opened to Denbigh Hall from Rugby; but I apprehend that it is a thing that might be effected. We might have short bills as well as the others.

274. *Mr. Loch.*] Under the new contract it is proposed to take a longer time than before from Birmingham to Manchester and Liverpool?—Yes; half an hour one way, and a quarter of an hour the other.

275. What is the reason for prolonging the time?—That the time which has been fixed has been so often exceeded. But I understand that they hope to keep the four hours and thirty minutes; but they will not be liable to a penalty for not keeping the time at present.

276. *Chairman.*] When you were conducting this negotiation with the Grand Junction Railway Company, were you aware of an agreement entered into in 1833 between the Duke of Richmond, who was at that time Postmaster-general, and the Grand Junction Railway Company with respect to the charge that was to be made to the Post-office?—I was not.

277. That agreement was never alluded to on the part of the company nor by yourself?—It was unknown to me entirely; it was not alluded to by the company.

278. Have you seen the minute of the Duke of Richmond upon that subject?—I have.

279. Do you think that if the provisions which are contemplated in that minute were carried into effect, the Post-office would be enabled to have the mails conveyed upon easier terms?—The terms appear to me to be reasonable. It seems, as all the papers of the Duke are, to be most sagacious and applicable to the difficulties that he expected the Post-office would encounter. But it is right to say that we have paid the Grand Junction much less than we should have paid by the Duke of Richmond's minute; so that, as far as the Grand Junction has hitherto been concerned, they appear to me to have been considerable losers, as far as terms are concerned.

280. Is it, therefore, your opinion that the Grand Junction Railway may fairly raise its price upon the Post-office considerably, although you think that that rise has been too great in the terms that they asked you?—If they were to raise it even to the terms of the Duke of Richmond, it would be considerably higher than now; but it depends upon whether the trains are special or not. The grand distinction to be made is whether we regulate the time of dispatch, or whether they do. If they regulate the time of dispatch, I cannot help thinking that we ought to go at a very reasonable rate, and I think that the Duke of Richmond's proposition was a very wise and sagacious one, and very proper; a penny a mile for the passengers, and a penny a mile for the mail.

281. *Mr. Wallace.*] Have you offered any additional remuneration to the Grand Junction Company to carry the mails more regularly for you, finding you have no control over them?—They have given us notice to quit, and in the negotiation we had with them we were then prepared to hear what they had to say; and, as far as we were able, to judge what might be right, but we are obliged to comply with what they may demand.

282. Have you endeavoured in any way to have the mails more regularly carried by giving a more ample remuneration to the company?—We have not taken any means to do that. We have understood that they have exerted themselves to the utmost, and I am informed by some of the directors that they are getting engines to remedy all those inconveniences, which was almost impossible before, as I understand.

283. Would it not be reasonable, where so large a correspondence is concerned, to offer them at once some fair remuneration for taking what you call your two grand northern dispatches backwards and forwards?—We considered that the terms which we entered into with them were to run on till they got into a better state; it was always considered a temporary arrangement.

284. *Mr. Gillon.*] You have no penalty for not keeping time?—No; they declined entering into any contract upon that subject.

285. *Mr. Baring.*] Was it ever stated that the irregularities arose from your not paying them sufficiently?—No, I do not think it is the cause at all.

286. *Mr. Easthope.*] You stated that the railroad directors appear to have made every possible exertion in their power?—They do, certainly; we found every
readiness

readiness to do what they could. They consented to wait on occasions of snow or inconveniences that might arise, that we could not control, and they have had an engine ready at other times when the regular one had started. Only the other day, we sent an engine to catch a train, owing to an accident that befel the coach.

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287. Does not it appear to you manifest that they are still making increased exertion, and contemplate prospectively to give you much greater security for regularity in conveyance?—Most undoubtedly the result of my negotiation is entirely to that effect.

288. Do not you consider a great portion of the irregularity that has existed to be consequent upon the immature state of all their arrangements?—Quite so, as I have stated before; and I think there is no question about that.

289. In all your communications with the proprietors, does there appear any conclusive evidence of their wishing to make profit from the Post-office, or does not it appear to you that they are desirous of fixing as low a sum for their conveyance as they can afford?—I think that I have already answered that question as regards my opinion of the sum of 10 *l.* per trip, which appeared to me to be excessive, but I modified that by a statement, that it would perhaps not be excessive if they were obliged to go at night without passengers; and to render it fair and equitable to them, as well as to the Post-office, I pressed that they should give us a notion of what a remunerative price would be to them, and that all above that remunerative price should go to the reduction of the Post-office charge, until it became what would appear to us fair and reasonable.

290. You were understood to say that it appeared to you excessive as compared with 1 *l.* 1 *s.*, which they agreed for before?—Yes, and as compared with what we have always paid by mail-coaches.

291. Has there appeared to you any disposition on the part of the directors to ask a sum beyond that which they were obliged in consideration of their own expenditure?—I think my evidence as to the sum they have demanded must be an answer to that. I have already stated that whenever we use their trains at their own hours I think we ought to go at a very reasonable charge, on account of the means we have hitherto had for conveying the correspondence through the country being really cut away from us by their superior mode.

292. *Mr. Gillon.*] Do not you apprehend that unless you are protected by some legislative enactment the Post-office will be compelled to make exorbitant contracts with the railway companies to carry the mails?—I cannot say what we shall be compelled to do, but we shall be liable to that, and I think we ought not to be in that position.

293. *Mr. Baring.*] The Post-office must have been perfectly aware that the conveying of the mails by the railroads, when first the railroads came into operation, must be liable to these uncertainties and imperfections?—Certainly; I may state that I have looked over with care what took place upon the short road of the Manchester and Liverpool; 10 minutes lost in 30 miles is hardly observed, but when you come to multiply that by four it becomes important.

294. At the time it was under consideration whether they should adopt the railroad communication between Manchester and Liverpool you were aware that, at the commencement of the system, there must be these imperfections?—Certainly.

295. As far as the Post-office is concerned, of course it would have been infinitely more for their convenience to have waited till the system was matured?—Certainly.

296. But it was for the purpose of benefiting the public that the Post-office took steps for giving the public the benefit of whatever convenience they could from the new mode of communication?—Certainly.

James Brownell Boothby, Esq., called in; and examined.

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297. *Chairman.*] YOU are a director of the London and Birmingham Railway Company?—I am.

298. Where do you reside?—In Liverpool.

299. *Mr. Loch.*] Have you any statement to make relative to the condition of the London and Birmingham Railroad, as connected with the Post-office service?—The railroad not having at present any connexion with the Post-office, I have no statement to make as to any connexion with the Post-office.

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300. Is there any statement connected with the London and Birmingham Railroad that you wish to make prospectively as to the conveyance of letters by the railway?—I wish to state the present position of the railway, and our prospect as to when the road may be in a fair state to take the mail, and particularly I wish to make a statement as to the minute which has been put in by Mr. Louis as the minute of the Duke of Richmond; also, I should wish to state, with the permission of the Committee, some positive evidence which I can give as to the present actual cost of locomotive power, as well as other expenses attendant upon the working of the railway by night.

301. As to the expense of running a train by night, as connected with which you have heard what Mr. Louis has stated as to the sum demanded by the Grand Junction Railway, do you conceive that to be a fair demand on the part of the Grand Junction Railroad?—I believe it to be much less than it would cost them.

302. Will you state the particulars that lead you to that conclusion?—By the last printed report of the Liverpool and Manchester Company, which is the only company carrying passengers upon a large scale, from which any fair data can be taken, it appears by their printed report, that their locomotive power cost 22,154 *l.* 19 *s.* 6 *d.* for the half year ending the 30th of June in the present year. I have ascertained the number of trips performed, in that half year, of passengers and goods; taking it at 30 miles per trip, and there were 6,416 trips performed, which gives a cost of 3 *l.* 9 *s.* 1 *d.* per trip, or equal to 2 *s.* 4 *d.* per mile for the distance run by the engines; I have also a document which, though not published, is so far authentic, that it is an account drawn up for the information of the Liverpool and Manchester board, and from this I have been able to ascertain the number of trips performed during the last five half years, and I find that the average expense, for the five half years, has been 3 *l.* 4 *s.*, which is less than the last half year for the 30 miles, or equal to 2 *s.* 1½ *d.* per single mile. Now this expense does not include anything but the actual current expenses; it does not include anything for the capital invested in the engines or their deterioration, but the actual expenses enumerated, which I will read:—“Coke and carting; wages to coke-fillers and watering-engines; gas, oil, tallow, hemp, &c.; copper, brass, iron, timber, &c. for repairs; men’s wages, repairing; engine-men and firemen’s wages; new engines,” which are not enumerated, “new wheels, axles, pistons, &c.; coal for pumping-engines,” &c., amounting to 22,154 *l.*

303. Lord *Granville Somerset*.] Upon the item of new engines, do you know whether there is any increase in that half year?—I am not able to state that; but taking the average of the five years, I presume that the new engines are merely replacing such as have been worn out.

304. Then you do not include, in your calculation, the prime cost?—Not the prime cost, nor interest of money for the capital invested.

305. Mr. *Loch*.] There is not included anything for the cost of the establishment?—Not for any other establishment than what is here stated.

306. Lord *Sandon*.] Only the establishment specifically appropriated to the working of the locomotive power?—Yes, the locomotive power has cost the Liverpool and Manchester Company by this calculation, which I believe to be accurate, an average of 2 *s.* 1½ *d.*, by the average of the last five half yearly reports; but by the last half yearly report, it comes to 2 *s.* 4½ *d.*, which is accounted for by the increased speed at which we now run, and by a rather higher price for coke.

307. Does that include the stationary engine?—No, that is a separate charge of 960 *l.* for the half year.

308. Mr. *Hutton*.] What further additions would you make to it before you arrive at the cost it would be to the company to carry the mails?—The addition to that would be the interest upon the capital invested in the engines.

309. Would there not also be the expense of carriages?—Undoubtedly, if the Post-office require a separate carriage, which I have understood from Mr. Louis they do, then the wear and tear of that would form a separate item of expense; the Liverpool and Manchester bag is so light, that it forms no important consideration; but I understood from Mr. Louis, that the night mail from London to Birmingham might be from two tons weight to three tons weight, and of course that would require a separate carriage.

310. Would there not also be additional expense in the shape of wages to clerks, and to persons at the different stations, to perform the service of the rail-
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road during the night?—That forms another expense; that is a point to which I would wish particularly to call the attention of the Committee.

311. Mr. *Baring*.] Are any new engines included in that account?—"New engines" is stated here, but I believe it does not exceed one or two; I am not able to state positively the number.

312. Mr. *Hutton*.] You have stated that the expense is 2 s. 1½ d. per mile; how much weight is it calculated that a locomotive engine is to carry?—The power of locomotive engines varies very much, both in their construction and in their size, and the road they have to run upon.

313. Lord *Granville Somerset*.] Can you state what was the amount of loads carried by the power of which the expense was what you have stated?—I cannot state it accurately; but I think I can approximate to it. I think the average load of goods may be perhaps about 35 tons, and the average load of passengers about 70 tons.

314. Lord *Lowther*.] Which is the most expensive, going quickly with a light load, or going slowly with a heavy load?—I believe that speed is more destructive to the engine, and consequently more expensive than a heavier load at a slower speed. It is the opinion of engineers, that the expense of locomotive power is increased by the square of velocity,—that the most economical speed is about 10 or 12 miles an hour, and that any increase beyond that adds materially to the expense.

315. At what rate do the heavy trains go along?—I believe that the ordinary speed for goods is about 15 miles an hour.

316. Lord *Sandon*.] Are not a great many goods carried by the passengers' train?—Sometimes; but it is not usual.

317. Lord *Granville Somerset*.] What time has been allotted during those last five half years?—It has varied very much during parts of the last two half years. The speed has been very materially increased. The speed has been as much as about 28 miles an hour. The trains have performed the distance in so short a time as an hour and five minutes. I believe the fixed time now by the company is about an hour and 20 minutes; it has been altered lately, in consequence of the increased expense. The expense of 22,154 l. for the last half year was upon the smallest receipts; the receipts which show the traffic were 105,000 l., whilst in the previous half year they were 125,000 l., and then the expense of power was only 20,500 l.

318. You have stated that the time has latterly been about an hour and 20 minutes from Liverpool to Manchester; what is the time from Manchester to Liverpool?—The same.

319. Then is it supposed to be a dead flat, or are the gradients the same both ways?—The gradients are very good, with the exception of two inclined planes, upon which they have the assistance of a second engine, and there is a gradient of about one in one hundred. But on the remainder of the line the gradients are extremely good.

320. Do you include, in that statement of the engine expenses, the expenses of these inclined planes?—So far as the locomotive engine is concerned.

321. Is it a stationary engine?—No; an assistant locomotive engine.

322. You say that the gradients of the Liverpool and Manchester are very favourable, with that exception; do not the gradients make a difference in the expense?—Unquestionably.

323. Consequently, if this be the expense of a railroad where the gradients are very favourable, a railroad where the gradients are not so favourable would present a greater expense for the engines?—Unquestionably, at the same speed.

324. And any calculation as to expenses must depend very much upon the pace that the engines are to go, and upon the gradients?—The cost of the locomotive power will depend upon the cost of fuel, the gradients worked, the loads, and the speed; all those are elements in the cost.

325. And if you leave out any of those elements, the calculation must be imperfect?—The variation of any of those elements would vary the cost.

326. Looking at those elements, do you consider that the locomotive power can be sustained, upon the Liverpool and Manchester Railroad, at as small a cost as it can upon any other ordinary railroad?—I should say yes; because the cost of fuel at Manchester is much less than in many other parts of the country; the cost of fuel has never exceeded about 25 s. a ton. It has varied from 20 s. to 25 s. 8 d.

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a ton, whilst the London and Birmingham Company at this moment are paying and have been paying, 42 s. a ton for coke.

327. Your Birmingham line is now opened about the same distance as the Liverpool and Manchester?—Precisely the same distance, 32 miles.

328. Can you state the expense of the engines upon that line?—It has been so short a time at work that it would be impossible, even during the first half year, because while the engines are new they require much more repair than when they have been some time employed.

329. Did not you then in your calculations take into the account the wear and tear and the prime cost of the engines?—It ought to form a part of the cost.

330. Of course there have been accurate inquiries made as to what ought to be the estimated expense of the engines annually; would you say that 15 per cent. upon the prime cost was a fair allowance for the wear and tear of those locomotive engines?—I should think it too little.

331. How much would you say it ought to be?—I am scarcely prepared to state that; I think that too little, from the little experience we have already had; the ordinary mode of calculation for an engine is, that the repairs amount to the price of the engine in from three years to four years; if three years, it is unfavourable; but if within four years the engine is entirely renewed, that will be 25 per cent.; that is the general opinion.

332. Now, with regard to long lines or short ones, do you conceive that a line of 100 miles will cost proportionably as much for its locomotive power as a line of 30 miles?—No, I do not.

333. What difference do you think it makes?—That must always be matter of computation. The advantages of a long line are, that there are in proportion much fewer stoppages at each end of the line, during which the expenses are going on in the consumption of fuel and wages, which are just as much when she is at rest as when she is at work; therefore an engine performing a journey of 100 miles would be able to perform that at less per mile, than having to perform it in three separate divisions.

334. *Chairman.*] You have stated that you do not consider the terms asked by the Grand Junction Railway of the Post-office for special trains excessive. Do you think it was a reasonable proposition on the part of the Post-office, that whenever those trains became remunerative, that circumstance should be taken into consideration in the bargain that was made between the Post-office and the railway company?—Certainly not.

335. Will you state why?—In order to work the railway by night, it would be necessary to continue through the night the establishment of police, which of course must be a double one. The same men working by day could not be on the road by night. It would also require a fresh number of gatemen and clerks and other officers along the line. Now the number of men at present employed on the London and Birmingham line, between London and Tring, in police and gatekeepers, are 47 on 32 miles. The same number, if not a greater number, ought to be employed at night, in order to keep the road in a safe state for the trains. Then the daily expense of keeping those men is divided upon 20, 30, or 40 trains that may be passing over the line. But if the whole of those expenses are to be charged to one or two trains, for carrying the night mail, the expense becomes exorbitant.

336. Do not your observations rather go to show that those trains are not likely to become remunerative, than as objections to the principle of that circumstance being taken into consideration in case they should become remunerative, contrary to your expectation?—I understood Mr. Louis's proposition, with respect to its being remunerative, to be, that if the money received for passengers exceeded the 10 l., it was to go in reduction of the 10 l.; but if those two trains are to be charged with the whole expense of the extra cost of working the railroad by night, then I do not think it is unreasonable. The proposition which I submitted through Mr. Moss, which I dare say he would be willing to accede to, was this, that if the railway were worked by night, an extra charge should be made to the passengers travelling by night over the rate charged by day; that the extra sum which the passengers would pay by night should go towards the night expenses of maintaining the railway, and that the Post-office should pay the difference.

337. Would it not operate as a great discouragement to passengers going by night, if an extra charge was made to them for doing so?—Then the railway company,

company, independently of the Post-office, would not work their line by night, because the expenses would absorb more than the whole receipts of the passengers.

338. Mr. *Easthope*.] Have you not entered into a contract for a supply of locomotive power upon the London and Birmingham line?—Yes, they have.

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339. Can you furnish the Committee with the terms of that contract?—I can state the terms thus far; that the contractor is to receive one halfpenny per mile for every ton of goods passed over the line, and a farthing per mile for every passenger; but this contract is, on the part of the contractor, somewhat speculative; he calculates upon a very large traffic, and on conveying at least 100 passengers in each train; therefore, unless the average number should be from 100 to 120, I should doubt whether his contract would be profitable; his engines are capable of taking 200 if they should offer.

340. But the terms are those which you have stated?—They are a farthing per mile for each passenger, and one halfpenny a ton for each ton of goods.

341. Does he provide the locomotive power entirely?—Entirely.

342. Does he provide the capital?—The company furnish the capital, but he is chargeable with interest upon it.

343. Lord *Granville Somerset*.] What interest do they charge upon that capital?—I believe it is five per cent.

344. In this contract, does the contractor furnish everything connected with the locomotive power?—Nothing but the engine and tender, and the men that work it, and the fuel.

345. Lord *Lowther*.] The gatemen and the police are paid by the company?—Yes.

346. Mr. *Baring*.] Does he furnish all the articles that you enumerated as constituting the expense of the locomotive power of the Manchester and Liverpool Railway?—He furnishes all the items that are charged in the account here by the Liverpool and Manchester.

347. Lord *Lowther*.] Do you suppose that 47 people would be necessary as gatekeepers and watchmen for each 32 miles?—At least; I should suppose that the police ought to be extremely careful, and very numerous.

348. What are their wages?—They vary from 18 s. to 1 l. 1 s.; I believe the London and Birmingham pay generally 1 l. 1 s.

349. *Chairman*.] Do you think 10 l. is a reasonable charge for a special train during the day?—If the special train carried merely the mail, I should certainly say so, but if it was a train carrying also passengers for the benefit of the company, I think it might be done for less.

350. If it was a train that had the liberty of carrying passengers, but that was required to start at a time of day which suited the convenience of the Post-office, in that case do you think that 10 l. was a reasonable or an excessive charge?—By "a special train," I understand a train that is required upon an emergency, and without notice; but if it is a regular train, appointed at any hour during the day to run at a time appointed by the Post-office, then I think that 10 l. is more than should be charged if it be a regularly-appointed train.

351. Can you, off-hand, form any estimate of what would be a reasonable charge, in your opinion, for such a train?—The London and Birmingham Company are now endeavouring to collect such materials as will enable them to make a proposition to the Post-office. Those materials are not before the board, and I am unable to answer that question.

352. Lord *Sandon*.] Would not the propriety of this charge, for a special train, depend upon the more or less degree of convenience to the public which the hour fixed upon by the Post-office might offer, and therefore the more or less likelihood of drawing passengers with it?—Certainly.

353. *Chairman*.] Can you conceive any hour during the daytime which would be so inconvenient to the public, and so entirely preclude the hope of passengers, as to justify such a demand as that?—I am unprepared to answer the question, it must depend on so many other circumstances. If the company had a train running at 12 o'clock, and the Post-office were to require a special train to be dispatched at half-past 12, then I should say the Company would not be more than remunerated by 10 l.

354. Would not the obvious policy of the company in that case be to desist from running their train half an hour before what is called the special train?—I believe the London and Birmingham Company, and I believe the Grand Junction Company, have already stated to the Post-office that they are prepared to

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regulate the departure of their trains at half an hour, more or less, to suit the Post-office.

355. Lord *Sandon*.] Would not the parties going by the special train be parties who would otherwise have gone in the other carriages of the company, and therefore those that go would be only so much taken from the other carriages?—Certainly.

356. Therefore they are not to be taken as gain to the company?—Certainly.

357. Mr. *Greene*.] But they would save the company from starting another train?—Yes; I understand a special train to be not an ordinary train. If the company and the Post-office can agree upon the hour of departure, it becomes an ordinary daily train. A special train I understand to be one that is required under special circumstances.

358. Mr. *Easthope*.] Do you happen to know what, in fact, has been usually charged by the Grand Junction Company for special trains by day?—I am not aware.

359. Mr. *Wallace*.] Have you travelled frequently by the Grand Junction?—I have.

360. Have you found the trains keep their time?—Not punctually.

361. Can you give an opinion as to the cause of the want of punctuality?—The cause has been mainly the deficiency of engine-power, and the uncertainty of the loads; they have sometimes had very heavy trains unexpectedly, at other times light ones, and the very heavy trains have caused detention on the way.

362. In short, it would appear to be want of power upon those occasions when they have had so much load?—I believe so.

363. Mr. *Loch*.] Did they not open before they were quite prepared?—I think they commenced carrying the mail at too early a period.

364. Mr. *Wallace*.] You have given the Committee information regarding the railroad from Manchester to Liverpool; can you state the dividends paid upon that railway?—The last dividend was four-and-a-half per cent. for the half year, equal to nine per cent. per annum.

365. Have you reason to know anything of the probable dividend to be paid upon the Grand Junction Railway?—I have no facts to state upon the subject; I have an opinion.

366. There is an opinion generally abroad that they are to divide considerably more than the Manchester and Liverpool, but whether there is any truth in that or not, you are not aware?—I have no materials to form an opinion upon.

367. Can you state what distance it is expected will soon be opened upon the London and Birmingham?—The directors, in January, expect to open from London to Denbigh Hall, 46 miles from London; and from Rugby to Birmingham, 32 miles, that will make 78 miles of railway. The intermediate space between Rugby and Denbigh Hall, 35 miles, we propose to convey passengers in the ordinary coaches.

368. Will there probably be plenty of coaches upon that piece of road to convey passengers?—The company will endeavour to make the best arrangements they can for that purpose.

369. Mr. *Easthope*.] Although you do not know what the dividend contemplated by the Grand Junction Company is, you perhaps do know that they have advanced a large part of the capital for several years without any dividend at all?—There has been no dividend yet.

370. So that the capital has been unproductive as it respects interest?—Certainly.

371. For how many years?—Since the commencement in 1833, about four years; advanced gradually as it was required for the works.

372. You do not know the average period of the advance?—I am not prepared to state.

373. When do you open the whole line?—In the autumn of next year, by September we hope. I beg to state that the directors have intimated to Colonel Maberly their willingness and readiness to undertake the conveyance of the mails in the best manner they can, and as early as possible. We have consulted within the last three days with our engineer upon the subject; he has made a report stating that he thinks by the 1st of March, the London and Birmingham Company may undertake to carry the mails upon their line by day, but that for the first four months after the opening of the line, it will be perfectly unsafe to attempt to work the line by night. The numerous works going on, and the constant repairs, particularly

particularly in the embankments, will require men to be employed the whole of the night working, which would so impede the transmission of carriages, that he recommends upon no account to attempt to work the line for the first three or four months by night.

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374. Mr. *Easthope*.] From all you have seen of the accidents and irregularities that have attended the conveyance of the mails, is it strongly your opinion that the mail should not be conveyed by the railroads until they are in a more perfect state than they have hitherto been?—Unquestionably.

375. And that many of the accidents and irregularities that have happened have been consequent upon the immatured state of the railway operations?—There have been within the last week, owing to the changes of weather and the rain, in parts of the London and Birmingham Railway, subsidences of as much as six or eight inches in the course of the night, which renders the railway extremely dangerous, with their great velocity.

376. Do you apprehend that the establishment, even upon the Grand Junction Railway, is as perfect as it may be expected to be in 12 months' time?—Certainly not.

377. And the officers are not so well informed as to their duty as it may be hoped they will become?—Certainly not.

378. Mr. *Loch*.] Then, according to that, the whole line of the Birmingham Railway will not be fit for Post-office purposes till the year 1839?—For night work.

379. *Chairman*.] Are your negotiations with the Post-office in a state of such forwardness that they could be furnished to this Committee in any short space of time?—I think before this day month they can be sent to the Committee.

380. Lord *Granville Somerset*.] With reference to the possibility of other parties than the railroad company being carriers, have you heard of any private parties intending to do it?—The London and Birmingham have already concluded an arrangement with the house of Pickford & Company, to carry goods upon our railway.

381. Does that include passengers?—Merely merchandize.

382. Do you make that a special part of your arrangement?—They only propose to carry merchandize.

383. What facilities of access to your railroad will they have?—The company have undertaken to build such accommodation, and furnish such warehouses as they may require for carrying on their business.

384. Supposing Messrs. Pickford, or any other private individuals, wished to become carriers on your railroad, what legal means have they under your Act of access to your railroad?—I believe there is a clause in the London and Birmingham Act which authorizes the owner or occupier of any land adjoining the railway to have free access to the railway; so that if they purchase a plot of land adjoining our railway they can have access to it by putting rails to join it.

385. Lord *Sandon*.] Have they a right to put rails across the bit of land which you have alongside the railway to join your railway?—Certainly, they have the right of communication.

386. *Chairman*.] Have you any objection to furnish the Committee with the contract with Messrs. Pickford?—The contract has not yet been entered into; being of a private nature, I should question whether I should be at liberty to furnish it.

387. Mr. *Hutton*.] Have the Birmingham Company made a stipulation with Messrs. Pickford as to the rate of speed at which those goods are to be carried?—The arrangements are not yet completed.

388. Mr. *Loch*.] Is it not the fact that no third party could make use of your railroad unless he was an adjoining proprietor, because he could not come into your station with a locomotive engine and make use of that station, and then run along the railroad?—He could not make use of our station, but he might make a station independently, and so get on the railroad.

389. Have your board under consideration the effect of the bye-law of the Liverpool and Manchester Company relative to Sunday travelling?—We had a public discussion upon the subject with our proprietary at the last annual meeting; the question was put whether there should be Sunday travelling or not, and an amendment was moved that Sunday travelling should be prohibited during the hours of Divine service; the consequence of which is that there are no trains dispatched upon the London and Birmingham Railway after nine o'clock till mid-day, then at

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mid-day there is one, and a third train at five in the evening, so that at present there is no travelling on the London and Birmingham during the hours of Divine service.

390. Suppose it was for Post-office purposes necessary to travel during those hours during which ordinary travelling is prohibited, have you any opinion as to what the course would be on the part of the directors of the board?—The power is not vested in the directors; it would be a question for the proprietors to decide.

391. Mr. *Easthope*.] If an individual was to apply to put trains upon your road, subject to all your regulations for the conveyance of passengers, have you formed any determination whether you should admit him to do so or not upon the payment of a toll?—Unquestionably, we should offer no opposition whatever.

392. So that if any coach proprietor, ceasing to be a coach proprietor, chose to become a proprietor of carriages upon your railroad, you would offer no opposition, but would encourage him to do so, upon his paying your toll?—Upon his paying the toll, certainly; it would relieve the railway company from a great outlay of capital, and great trouble in the management, if it could be done, but I doubt the practicability of it.

393. Mr. *Greene*.] In an early part of your evidence, you stated that you wished to make some statement to the Committee respecting the minute of the Duke of Richmond?—Mr. Louis having informed the board of directors that he had sent in to this Committee a copy of the minute of the Duke of Richmond, found in the office of the solicitor of the Post-office, the company's books have been referred to, and at the same date there is a minute entered in the minute-book of the board, which differs very materially from the minute of his Grace the Duke of Richmond, and I would ask the permission of the Committee to deliver in a copy of the minute made in the London and Birmingham Company's minute-book.

[*The same was delivered in and read, as follows:*]

Sir,

London and Birmingham Railway Office, 12 December 1837.

IN consequence of the intimation conveyed to me, through Mr. Boothby, I have the honour of transmitting to you, for the information of the Committee on Railway Communication, a copy of the minutes of the board of the London and Birmingham Company relative to the proceedings which took place in April 1833, between his Grace the Duke of Richmond and the directors, on the subject of the proposed arrangements between the Post-office and the railway company.

No communication has taken place since that period until the recent renewal of the subject with Colonel Maberly. Allow me, on behalf of the London and Birmingham Railway Company, to state that the directors are most willing to carry into effect the arrangements with the Post-office in such manner as may be conducive to the public service, and at the earliest period when, in the opinion of our engineers, the transmission of the mails may be compatible with the necessary proceedings of the works, and with the attainment of proper regularity in the deliveries.

I have, &c. *Geo. Carr Glyn*, Chairman.

The Right. Hon. Henry Labouchere, M. P., &c. &c.

London and Birmingham Railway.

Extracts from the Minutes of the Parliamentary Committee of the Board of Directors of the 25th, 26th and 29th April 1837.

A DEPUTATION from the committee having waited on the Duke of Richmond, the Post-master-general, his grace required that a clause should be introduced in the Bill providing for the conveyance of mails by the railway,

Mr. Barker (solicitor of the Company) read the clause which Mr. H. Freeling had laid before him, providing that the Company should convey all the mails which the Post-office might send by the railway at 1*d.* per mile.

173. Resolved, That in the opinion of this committee it would not be expedient to introduce such clause in the Bill, but that in the event of any specific engagement being required from the company, a contract should be entered into on their behalf, binding them to convey the guards and mails on terms not exceeding the sum paid for the conveyance of other passengers and packages on the railway.

The chairman stated that the resolution, No. 173, passed at the meeting of the 26th instant, had on the same day been communicated to the Duke of Richmond, who requested that it might be left with him, in order that he might confer with Mr. Freeling upon the subject of it.

Mr. Barker reported that at a subsequent interview of the deputation from the two companies with the Duke, his Grace informed them that he had not seen Mr. Henry Freeling, but added, in words to this effect, "I believe, gentlemen, I must take it upon myself; you have promised me a contract, and I shall expect you to give me one as soon as the Act has passed."

(signed) *R. Creed*, Secretary.

394. *Chairman*.] Is there anything else which you wish to state to the Committee?—There is another circumstance, as connected with the night travelling

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on railways, which I will beg leave to mention, as the subject is not generally well understood. It appeared, in a conference we had with Mr. Louis the other day, that the Post-office would require the power of dispatching night trains or special trains at any hour they choose to appoint.

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395. Do you mean special trains out of the usual course?—Special trains out of the usual course. The question put to Mr. Louis was, whether the Post-office would undertake not to dispatch trains after eight o'clock at night. Mr. Louis's answer was, that he could not pledge himself to that; that they must have the power of dispatching them at any hour.

396. You mean a train in the nature of an express?—In the nature of an express. Now, the repair of railways, more particularly during the first or second year after their construction, are mainly carried on at night, and it is important that the police and men at work should know precisely when trains are expected, that when the trains have passed they may have a certain time allowed to perform certain work, to take up the rails and repair them. Now, if it were in the power of the Post-office to dispatch trains at any hours, those works could not be carried on at all, and therefore it would be an extremely dangerous power to give to the Post-office, because it would be impossible for the company then to keep the railway in such a state of repair as to ensure the safety of the engine.

397. Mr. *Hutton*.] You have said that one of the great expenses of running trains by night would be that an entirely new staff of police would be necessary; but is not a considerable police already obliged to be kept on the railway at night in consequence of those repairs?—It is quite distinct; the repairs are not performed by the police; the police are merely employed to keep the rails clear; the workmen are men that are working in the maintenance of the way, and are only employed at those parts of the line where the repairs are going on.

398. Mr. *Baring*.] Is that objection of yours a general objection, applying to all periods, or does it apply only to the early periods after the formation of the railway?—It applies more particularly to the first two or three years, during which the repairs are more numerous, but it will apply in a measure to all railroads, and at all periods.

399. Lord *Sandon*.] Is not there a change in the levels going on in all railroads newly made?—Constantly; the report of our engineer was, that he expected a subsidence of 15 feet the first two years, which subsidence is going on weekly, and men are constantly employed at night in raising the rails and putting on fresh ballast; we had a subsidence of six feet in one night upon an embankment between London and Harrow. The embankments upon the London and Birmingham Railway are, some of them, nearly 50 feet high, and consequently the subsidence will go on for a long period.

Martis, 12^o die Decembris, 1837.

MEMBERS PRESENT.

Mr. Baring.	Mr. Labouchere.
Mr. Easthope.	Mr. Loch.
Sir Robert Ferguson.	Lord Lowther.
Lord C. Fitzroy.	Lord Sandon.
Mr. Gillon.	Lord Seymour.
Mr. Greene.	Lord Granville Somerset.
Mr. Hutton.	Mr. Wallace.

THE RIGHT HON. HENRY LABOUCHERE, IN THE CHAIR.

John Moss, Esq., called in; and Examined.

John Moss, Esq.

400. *Chairman*.] YOU are connected with one of the railway companies?—I am Chairman of the Grand Junction and one of the Committee of the Liverpool and Manchester.

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401. Mr. *Greene*.] What are the termini of the Grand Junction?—Newton and Birmingham.

402. Lord *Granville Somerset*.] But in fact the communication is continued from Newton to Liverpool and to Manchester, and therefore, as far as the public are concerned, it is between Birmingham and Liverpool on the one hand, and Birmingham and Manchester on the other?—It is.

403. Have the Grand Junction Company the power of travelling over a portion of

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of the Manchester and Liverpool Railway at all times?—Except Sundays. They have a bye-law which prevents us from travelling. A great deal of discussion has taken place between the two boards, and we have not the power, strictly speaking, under the bye-law. Their bye-laws are different from ours: they are made by the board, and when once made they are passed by two magistrates, and their bye-law declares that no travelling shall take place between the hours of 10 and 4 on Sundays.

404. *Chairman.*] Your power of using the Liverpool and Manchester Railway is derived from an agreement between the Grand Junction Company and the other company?—It is.

405. What is the term of that agreement?—For four years certain, and four years' notice on each side.

406. *Mr. Loch.*] With regard to the subject of travelling on Sunday, which at present is done by the Grand Junction over the Liverpool and Manchester, against the terms of their bye-law, has not that subject been lately discussed at the board of directors at the Liverpool and Manchester?—It has.

407. Was not the discussion adjourned, under the feeling that after the opening of a portion of the London and Birmingham Railroad in point of fact the bye-law of the Manchester and Liverpool Railroad would not come into operation, inasmuch as the arrival at Liverpool and at Manchester would be before the hour fixed upon by that bye-law as the period within which travelling should not take place?—That was the feeling, certainly.

408. *Chairman.*] Do you conceive that it was the intention of the railway company, in making that bye-law, to prevent the transmission of the mails on Sunday, in case it should be found necessary for Post-office purposes to do so?—I should say it was quite the intention of the company to prevent all travelling on Sunday during those hours, either by mails or anything else.

409. *Mr. Wallace.*] Why did they select those hours?—Because they are the hours of Divine service, to enable the people to go to church.

410. *Mr. Loch.*] Is it not the fact, that in the discussion that has taken place at the Liverpool and Manchester board upon that subject, the directors did not bind themselves not to reconsider the subject, provided the mail does not arrive in time for the trains, without giving up that bye-law?—I think not.

411. *Chairman.*] Is it your impression, that even if the effect of carrying that bye-law into operation would be to put an impediment in the way of the transmission of the correspondence of the country through the Post-office, still that bye-law would be persisted in?—I think not. I think that, looking both at the proprietary, and also at the committee, if it could be shown distinctly that it was necessary for the communication through the country, that then they would be induced to do away with the bye-law, so far as the mails are concerned; I do not think they would be induced to start their own trains.

412. *Mr. Easthope.*] But the bye-law, as it now stands, makes no such qualification, but it is imperative in all cases?—It has quite the effect of stopping the mails on Sunday, because on Sunday the same mails do not come that come every other day.

413. *Chairman.*] Do you think it would be objected to on the part of the railway companies, if it was proposed to Parliament to make an enactment which should take away from the railway companies the power of stopping the transmission of the mails on Sunday?—My own opinion is, that they would not object to it, if the Government of the country thought it necessary, but I think they would be able to show that there was no necessity for it.

414. But in the event of a necessity really arising, you do not conceive they would offer any opposition?—I can hardly give any opinion; the two parties are so nearly balanced, that it is impossible to say what would be the feeling; looking at the committee, and looking at the proprietary, I find it impossible to say what would be their feelings.

415. But you stated that the objection appeared to you to apply rather to travelling by passengers, than to the transmission of mails during Sundays?—I am quite certain that if they look to the mails only, no objection would be made; but if they attempted to take passengers along with it, I think there would be an objection.

416. Would not the transmission of the mails along the railway occasion the employment of a considerable number of persons upon the railway on Sunday?—I think, very few. I think, that looking at the hours when the post-offices are shut up in Liverpool and Manchester, and also in London, that it hardly could be required.

417. *Mr.*

417. Mr. *Easthope*.] Assuming that it was manifest to you that the mails and that the Post-office communications would be inconvenienced by this interdict of Sunday railroad travelling, should you yourself, as a director, think it right to continue the prohibition and the inconvenience?—Certainly not.

418. Mr. *Wallace*.] Have the facilities of travelling generally on Sunday been interrupted by this bye-law of the railway?—I do not think they have.

419. There is as much opportunity for travellers proceeding backwards and forwards in that part of the country, as there was before these railroads were in operation?—I think quite so, and we have never been applied to by any parties to open the road on a Sunday; we have never had a single application, I mean at those hours.

420. Lord *Granville Somerset*.] At what hour do the trains leave Birmingham on Sunday?—At seven o'clock in the morning, at half-after eleven, at half-after two, and at seven in the evening.

421. At what times do they leave Liverpool upon the Sunday?—In the morning at half-after six, at half-after eleven, at half-after two, at half-after six in the evening.

422. Then, in fact, they do travel regularly on the Sunday?—They do.

423. Therefore, of course, they can have had no experience of any inconvenience which might arise, supposing the trains were taken off during the mid-day, between Liverpool and Birmingham?—None at all.

424. At what times do the trains leave that run between Liverpool and Manchester?—On Sundays they have a first-class train at eight o'clock, and another at five; a second-class train at seven o'clock, and another at half-past five in the evening.

425. Then, so far as the communication between Liverpool and Manchester is concerned, the mid-day of Sunday is kept quiet?—Quite quiet.

426. But your trains belonging to the Grand Junction may use that portion of the Liverpool and Manchester Railway which is necessary to have communication between Newton and Liverpool?—Yes.

427. Four times a day each way?—Yes.

428. *Chairman*.] Do you think it probable that on the Grand Junction Railway a similar bye-law will be introduced?—I do not think that it will; in fact, we can make bye-laws ourselves, without going before the magistrates; I have great doubts whether we have power to do it under our Act of Parliament, because I think the road quite belongs to the public, and that, although we might not think proper to run our own trains on Sunday, the public might do it.

429. Mr. *Wallace*.] Would not the effect of stopping the two trains which now run between 10 and four on Sunday, be to prevent all passengers coming by sea to Liverpool from moving onwards for six hours on each Sunday?—Provided they arrived before 10 o'clock.

430. As a person perfectly acquainted with the trade and commerce of this country, and the requirements of public men, would that be what you conceive would be a proper rule as regards the public advantage?—I think it would, myself; I think it is quite sufficient to have the other hours. As I have understood, very few of the coaches from Liverpool and Birmingham ever started during the hours of Divine service before.

431. In the event of such a law being enforced, would not the effect naturally be, that passengers must spend their time in public-houses and hotels, in place of going onwards along the railway?—I should say they might go to church, if they pleased.

432. Mr. *Easthope*.] From your observation of the population upon that line, and the disposition that there appears to be to pay attention to the Sabbath, is it your opinion that the public may be safely left to itself, without any positive enactment about it?—I am quite sure they may be safely left; for instance, it is well known that there was a very strong memorial sent in to us, both by Liverpool and also by Birmingham, not to travel upon the Grand Junction Railroad during the hours of Divine service; and we had no application to travel from any one person in Liverpool, that I am aware of.

433. Is it not the fact, that you would not, in practice, start trains, unless there was a sufficient number of passengers to pay you for taking those trains?—Of course.

434. Then, if that be the fact, is it or is it not your opinion, that there would be a sufficient number, from the general disposition to observe the Sunday, to pay you

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for the trains during the hours you have spoken of generally on Sundays?—I could not give an opinion upon that; I think you might create a taste for travelling on Sunday, so that it might pay us; rather than go to church they might like to travel; but I do not think it is desirable to create the taste.

435. Lord *Granville Somerset*.] Can you state what are the number of passengers now travelling usually on the Sunday?—I have not got it here.

436. Can you state whether or no your trains that go are as much employed upon the Sunday as they are upon other days in the week?—Not quite so much; but there is sufficient to pay us for the expense.

437. *Chairman*.] Are you cognizant of the negotiation which has been recently going on between the Post-office and the Grand Junction Railway Company?—Yes.

438. What were the terms which, in that negotiation, you demanded for the use of a special train?—Ten pounds we proposed to charge.

439. What do you mean by a “special train”?—I mean a train that is completely under the control of the Post-office, to start when they like, and stop as long as they like, and do what they please.

440. In your negotiation with the Post-office, did not you object to take into consideration the circumstance of that train being or not being remunerative?—We did in this respect: it might start for the Post-office so as to take our passengers away, who would go by other trains if it was not for that.

441. Do you think it was just, for instance, to ask as much for a special train that started in the daytime, when you probably could get passengers to go by it, as you would for a special train that went at the most inconvenient hour of the night?—They require from us as much accommodation as takes 20 passengers, and those 20 passengers pay us now 20*l.*, and all we asked was to charge them one-half what we charged 20 passengers; they require all the accommodation that is given in three carriages and a half.

442. Mr. *Greene*.] Then how is it that you carry the mails, at the present moment, at 21*s.*?—We carry them now at 21*s.*; and the Post-office demanded as much room as would take 20 passengers, and we thought that we were justifiable in charging them half as much as we should charge 20 passengers.

443. Do the Post-office now occupy as much room as 20 passengers?—No; their demand is to build a carriage which would occupy as much room as 20 passengers, and to have it always at their disposal.

444. How many passengers is the present mail accommodation equal to?—It does not take any room. There is merely a person sitting outside, with an imperial upon the top.

445. Then this increased charge is rather for the additional carriage that was required than for the mere transit of the letters?—Yes. Our proposal was to take all the letters they pleased at the present price, whenever we had a train going, which is a very small sum.

446. Mr. *Wallace*.] But without fixing yourselves to a time?—Without fixing ourselves to a time.

447. Lord *Sandon*.] At the same time you would agree not to change your time without giving considerable notice to the Post-office?—Of course, we should do that; we should change as little as possible. Sometimes trains do not fill. Upon the Liverpool and Manchester we vary them very often.

448. *Chairman*.] Why do you ask so very much higher price for a special train going in the daytime, than that which you charge for the conveyance of the mail-bag by one of your usual trains?—In the present ordinary conveyance of the mail-bags they merely take a seat outside for the guard, and an imperial upon the top. Now in the special train that Mr. Louis spoke of, he said “We must have as much room as will take 20 people in your carriages; we must have power to detain it as long as we please, and whenever we please, and to go whenever we think proper, to stop when we think proper, and to change it from time to time; and, in fact, to place it under our direction.”

449. Lord *Lowther*.] Did he state the terms in writing?—“The directors must consider the grand dispatch to and from London as a night train, and the charge they will make the Post-office for those trains will be 10*l.* sterling each trip, each way. A trip to be understood as comprising the distance between Birmingham, Liverpool, and Manchester; the speed not to exceed five hours from Liverpool and Manchester to Birmingham, and not to exceed four hours and 45 minutes from Birmingham to Liverpool and Manchester; the speed being fixed, they agree for the

the above sum, to put these night trains entirely under the control of the Post-office, as to the hours of departure and stoppages on the line, which are to be altered or regulated according to the convenience of the Post-office; the Post-office to be allowed a special carriage, or as much space as is occupied on four wheels; the directors to build the body in all respects according to the plan or notions of the Post-office authorities; persons belonging to the Post-office, and *bonâ fide* employed on Post-office business on the railway, and having charge or custody of the mails, to go free in this carriage." In short, we offered them as much accommodation for 10 *l.*, as we should charge anybody else 20 *l.* for.

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450. Mr. *Baring*.] Was that sum of 20 *l.* stated after the demand for space or before?—After the demand for space.

451. Will you recollect whether you did not demand the 10 *l.*, and that after that demand of 10 *l.*, the Post-office then asked for space?—I should say that that could not be the case, because whenever they pay 5 *l.* they have only half the space. As far as my recollection goes, we commenced with the view of their requiring all this space.

452. Did you, or did you not, ask the 10 *l.* first, and after you had asked the 10 *l.*, did not the Post-office then say "then we must have space"?—I should certainly say not; as far as my own recollection goes, I always contemplated space along with the 10 *l.*

453. *Chairman*.] Would not a special train at night be a great deal more expensive than a special train in the daytime?—A great deal more expensive.

454. Then why do you charge the same sum for the two?—This is called a night train.

455. You charge 10 *l.* for what you call a special train during the daytime as well as during the night?—It says, "The directors cannot consider the grand dispatch to and from London as a night train." We were told that the mail would start at eight o'clock in the evening from each place.

456. Suppose you should be required to convey what is called the grand dispatch at some hour in the daytime, do you conceive that in that event, by the terms of that agreement, you would be entitled to charge 10 *l.* for the use of that train?—I think if they only want half the room we should charge 5 *l.*

457. But supposing they wanted the whole room?—I can hardly say what would be the charge then.

458. What is your interpretation of the agreement with regard to that point?—I should think we should not charge 10 *l.* in that case.

459. What do you suppose you would be entitled to charge?—We wished to know what the Post-office wanted.

460. As you took a part in drawing up an agreement with the Post-office, in which you contemplated the possibility of the grand dispatch being sent by a special train, and made arrangements for the sum that is to be paid by the Post-office to you, are you not able to state to this Committee what is the sum that you think you would be entitled to receive under that article of the agreement in that case?—The first question we should ask the Post-office would be, "Do you mean to have the power of altering your hours as you please?"

461. The question is this: suppose the Post-office require you to convey what is called the grand dispatch by a special train during the daytime, what would you charge for the use of that special train to the Post-office, supposing the same space of carriage to be required, and in all other respects everything else to be the same as it would be with a special train sent in the night?—I should say, if the Post-office required that we should give them the power of altering the trains when they please, and stopping whenever they please, and doing whatever they please, it would not be worth our while to do it for less than 10 *l.*

462. How do you make what you have now said agree with what you said before, that the expense of running a train during the night is much greater than during the day?—I think it is much greater.

463. Then would it be just in you to require the same price for a special train during the day as during the night?—I think the inconvenience of giving the Post-office this power would be greater during the day than during the night.

464. The question, by the words "special train," does not mean a train out of the regular course, but a train for the conveyance of the grand dispatch put upon your railway by the Post-office at any hour during the daytime?—In fixing 10 *l.* we certainly had in view that which Mr. Louis said they required. If Mr. Louis would state what they would require, our board would be glad to meet it.

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465. If you can afford to do that for 10 *l.* during the night, why cannot you afford to do it at less than 10 *l.* during the day?—It is not a question of affording, it is as to our tolls.

466. Is not the price of the tolls one of the elements of the expense?—If we were to charge for tolls it would come to a very serious sum more than I have put down.

467. *Mr. Loch.*] In your opinion, would the 10 *l.* that you propose to charge, pay you for all the expenses of the special train?—Not at all. There is hardly a day occurs that we do not refuse to send a special train for 20 *l.*

468. By a "special train" you mean an express train?—Yes.

469. But in the questions now put to you, it is not intended to speak of a train out of the regular course, but a train employed upon the service of the Post-office?—If we have six departures in a day, and the Post-office requires a seventh, it would be very inconvenient to us.

470. Would not the inconvenience merely be this, that you would probably put down one of your own, and fall into one of the special trains of the Post-office?—Then the inconvenience is that a number of persons are waiting; and gentlemen's carriages are waiting for the mails arriving, which must go off at a certain hour, whether the mails arrive or not. The last week there has been hardly a day but we have waited half an hour at Birmingham for the mail arriving, and we have had great complaints from all the passengers.

471. Do you conceive that the inconvenience you have mentioned is so great as to justify you in asking the same price for a train during the day, as for a train during the night?—I have great doubts whether that train would be desirable for passengers. If the Post-office required great regularity, and said, 'You must wait till this train arrives from London, you must always wait, whatever the consequence is,' I have great doubts whether it would be desirable to take passengers at all by that train. If there are 50 people waiting at Birmingham, in our coaches, and gentlemen wanting to go to Ireland, they would never be content to be kept waiting for the mails.

472. You stated before that it was a much more expensive thing to run a train during the night than during the day; will you state in what the increased expense consists?—Because all the gate-men and the different officers are engaged by the day. Of course we must have persons to pay at night, if we run a train by night; and there is another inconvenience, because we repair the road at night. Then, according to the present system, we have an engine waiting every 20 or 25 miles, in case the trains do not arrive, to go off to bring the trains on; then the same thing must occur at night, and we must keep the people at the engine, and the firemen, waiting all night.

473. *Lord Granville Somerset.*] Would it not be an increased expense almost to the extent of doubling the wages of that class of men?—I think so.

474. Can you state what is the expense for the wages of the individuals employed either upon the railway or attending upon the train?—I cannot; but *Mr. Locke* is here, who is our engineer, and *Mr. Earle*, who has attended more to the details.

475. *Chairman.*] In your negotiation with the Post-office, why did you object to take into consideration the circumstance of the trains being remunerative?—I do not know what times the Post-office might wish to start; and therefore, although the train that took the mails might remunerate, still it might interfere with our other trains going, and therefore I did not wish to couple our own passengers, whom we shall be required to take regularly, with the trains that go for the Post-office.

476. But making every deduction for that circumstance, do not you think it would be just, that if, by the night trains, passengers were disposed to go, you should deduct something from the charge that you make to the Post-office, in consequence of the remuneration you would receive?—My own opinion is, that the charge to the Post-office would not be a remuneration hardly for taking them; although we think that we do charge that which is perhaps considered very high, I think the inconvenience and expense of locomotive power is much greater than is generally believed.

477. But that answer would rather go to prove that it is not very likely that those trains would be remunerative, than to object to the principle of taking it into consideration in case it should appear to be so?—It would be almost impossible

possible to state whether it was so, because if it were remunerative we must stop some of our other trains, if that took passengers in the night. *John Moss, Esq.*

478. Still it would be of very little consequence to you as a company whether you received your money from the train that carried the Post-office bag or from a train that did not?—I should recommend that we should only send goods at night, because for passengers you must have speed and you must have regularity. If we bind ourselves under a penalty of 500 *l.* to have these engines always kept waiting, the sum of 10 *l.*, I consider, is a very small remuneration; we should not do it for anybody but the Post-office; it would not be worth our while. 12 December 1837.

479. *Mr. Loch.*] Then it is your opinion that the 10 *l.* would not pay the cost of establishing and carrying on this special train at night?—I do not think it would; we are not carriers, we are only toll-keepers.

480. *Lord Sandon.*] At any rate it would not give you that remuneration which you would expect from a similar train in the service of individuals?—We have found it necessary the last fortnight to stop all similar trains giving us 20 *l.*

481. *Mr. Hutton.*] If it is expensive to you to send a special train required for a certain occasion, and which is not likely to occur again for weeks and months, it must be much more expensive to an establishment like yours to furnish a special train where you know it will be required daily?—Certainly.

482. Therefore the analogy you would draw between a special train, required upon a particular occasion, and one required every day, is scarcely a fair one?—Independently of the engines that are wanted with the special train, we must have four or five engines waiting in case of any accident, and we must have the steam up. The steam must be up in all those five engines during the whole night as long as they go; the fires must be lighted, and the enginemen and firemen must both be there.

483. *Lord Granville Somerset.*] Will you state in what particular service those special trains were employed which have been recently stopped?—Carrying information for the newspapers.

484. Were those regularly employed as much as three or four times a week?—Once or twice a week they come down, and ask us to go on with them, and therefore we are under no tie to keep things ready for them; it was only when it suited our convenience that we took them, and we have given directions to our engineer at Birmingham not to take them any more.

485. *Mr. Wallace.*] You said the passengers complained of being detained at Birmingham half an hour frequently; what is the cause of the detention?—The non-arrival of the mails at Birmingham.

486. Have you any accurate account of the delays in the arrival of the mails?—I have not got any with me at present.

487. But it extends to half an hour generally?—The agreement formerly was to wait a quarter of an hour for the arrival of the mail. Since Mr. Louis came down and asked us to wait half an hour, we find they have taken the half hour. In short, all that we have given they have taken.

488. *Mr. Easthope.*] Can you furnish a correct account of the time of the irregularity?—I think Mr. Earle has an account.

489. *Mr. Baring.*] What do the tolls amount to upon a Post-office train; what you call a special train?—It would be so much for each person; it would depend upon what they carried and the weight.

490. You calculate they would deprive you of 20 passengers?—Yes.

491. What is the average weight that you carry for the Post-office?—I do not exactly know.

492. *Lord Granville Somerset.*] Can you state the calculations upon which you made the proposal to the Post-office?—My calculation was made upon the quantity of room they required.

493. *Mr. Baring.*] What would be the toll upon a carriage that is supposed to carry 20 persons?—The maximum toll is 2*d.* for each person per mile.

494. What would that come to?—About 17*s.* for each passenger for the tolls only; that does not include the engine or the carriage.

495. *Lord Sandon.*] What are you empowered to charge, both under the head of tolls and of carriage?—Carriage is not mentioned at all; we are merely toll proprietors.

496. *Mr. Wallace.*] You are aware that there have been considerable delays in conveying the mails along the railway, as well as to the railway, can you account for those delays?—I think the engines, many of them, were not so good when first

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we commenced as they are now; we have strengthened the engines; our engines we got from a great number of persons, and some of them did not answer so well as others.

497. Then you attribute it to want of power?—So far as that many of the engines were not made so good as others; but the parties that made them have replaced them with new axletrees, and I believe they are going on very regularly now.

498. There have been accidents occasionally taking place?—A great many.

499. Are those accidents to be attributed to having overloaded an engine not quite competent to its duty?—I think not.

500. Are you of opinion that overloading an engine is not dangerous upon a railroad?—I think it is extremely dangerous; I think that overloading any steam power is dangerous, because it makes it liable to break much sooner.

501. You were understood to say, that want of power was the cause of the delays on the railway?—I should say rather, that the engines themselves have not been so perfect as they ought to have been.

502. Do you mean that they were not competent to drag along the weight in sufficient time?—I think almost all our delays have arisen from the axletrees breaking.

503. Barring accidents, the question is as to the delays?—I think very few delays have taken place, barring accidents.

504. It is in evidence before this Committee that many delays have taken place without accidents?—For instance, if we going along fall in with a train of goods belonging to any other railway, that will delay us; suppose that in going along we fall in with another train of goods going before us, of course we must wait till they get out of the way, we cannot pass them.

505. *Chairman.*] Are you compelled by your Act of Parliament to keep the railway in repair?—Yes.

506. *Lord Granville Somerset.*] In the negotiation with Mr. Louis for the Post-office, on the subject of these various arrangements, has any proposition ever been made to your company by that department to examine your books or documents so as to enable them to found a judgment as to the real expenses to which the company would be put by this arrangement?—I am not aware of any such application.

507. Would any objection be started on your part to a fair inspection of the accounts?—I do not think we could give any inspection of the accounts that would be of any use; the engines are all new, and the carriages are all new, and therefore that which may be comparatively unexpensive by-and-by, would be at present extremely expensive.

508. Then it is entirely guess-work?—Entirely guess-work. As far as the Liverpool and Manchester goes, all their accounts are published, and therefore Mr. Louis can get the whole of those; of course ours will be published at the end of the half year.

509. Cannot you state whether or not, since the Grand Junction has been opened, it has been a losing or a gaining concern?—No doubt a very profitable concern.

510. *Chairman.*] You stated that you were bound by Act of Parliament to keep the railway in repair; supposing it is out of repair, do you suppose that you are indictable at common law?—I cannot answer that question.

511. What remedy would the public have if by neglect the railway became dangerous or impassable?—I cannot answer that question.

512. *Mr. Easthope.*] Is not it the interest of the railway company to take care that no such contingency as that shall happen?—Clearly so.

513. Is it not in your opinion so essential to every view of profit, that it is quite impossible you should overlook it?—We go further than that, because we have contracted in the Liverpool and Manchester, and also in the Grand Junction we wished to contract, with persons to keep the railway in repair; but we think it so important not to allow it to go out of repair, that we have done away with the contract, and do it ourselves.

514. *Chairman.*] Suppose the case of a railway which was not lucrative, which did not pay its expenses, what remedy do you apprehend the public would have in case the railway became utterly impassable or dangerous by neglect?—It would be shut up, I think.

515. You

515. You imagine that that would at any time be in the power of the proprietors of the railway if they thought fit?—I cannot fancy it possible that any railway would not pay the expenses of keeping it in repair.

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516. *Mr. Easthope.*] If the railway was not in repair there could be no revenue?—No revenue whatever; the revenue is derived from the greatest possible state of repair of the railway.

517. If there was even a slight want of repair, would not the damage to the railroad proprietors be so large as to make it a matter, for their own interest, of essential importance to keep it in repair?—Quite so; I should consider that the machinery itself, and the locomotive engines, would be so much injured by the least want of repair.

518. *Mr. Loch.*] Supposing the London and Birmingham, and the Grand Junction, and the Liverpool and Manchester, were to combine against the Post-office, what remedy have the Post-office of enforcing a fair bargain on behalf of the public?—I consider that they have a right to start a train themselves. None of the three bodies are carriers, strictly speaking; the Liverpool and Manchester have tried to let the power, but we cannot get any person to take it.

519. Then the only remedy which the Post-office has is by putting locomotive engines upon the line itself?—Yes.

520. Would not that be a great expense to the Post-office?—It certainly would.

521. *Lord Lowther.*] Would you have the power of limiting them as to hours?—I think not.

522. Could they run their train at night?—Yes, they could.

523. *Mr. Baring.*] You would charge toils upon them?—Of course.

524. *Chairman.*] If the Post-office run a train at night on their own account, would not the whole expense of watching the road, and other incidental expenses, lie upon them?—I think not.

525. Is the company bound to keep the railway passable by night as well as day?—I think they are.

526. *Lord Lowther.*] You said you exercised the power to stop the special trains which you mentioned; now could not you exercise the same power to stop special trains for the Post-office?—We have no power to stop them, but we may refuse to find engines.

527. *Mr. Gillon.*] You mean to say that any person has the power to start an engine upon your railway at any hour he pleases?—Yes.

528. Have you any rules about regulation of speed?—We have the power of making bye-laws upon the railway, which would of course apply equally to ourselves as to everybody else.

529. Would not that power of any individual starting an engine upon the railway, if he choose to go at a very slow speed, embarrass the whole traffic of the railway?—Of course it would.

530. Have you any power to remedy that?—I should say that we have the power of making bye-laws, and perhaps under that power we could regulate the speed, but then the same bye-laws apply to ourselves as to everybody else. Every individual in the kingdom has a right to become a carrier upon the railroad, upon the same terms that we are.

531. *Lord Granville Somerset.*] Might not your bye-laws prevent the Post-office from keeping the Post-office time?—It would equally affect ourselves. If they wanted to go at greater speed than our trains went, of course it might have that effect.

532. Might it not impede their proceeding on the public duty at night, in the same way as a resolution about Sunday may impede them upon that day of the week?—I think it might.

533. Therefore, in point of fact, though the public may be carriers, still the company have the power, by means of their bye-laws, of preventing their executing their duty at such time as may be necessary?—No railway company would think of doing that.

534. The question is as to the fact?—There is no question, that if we leave a waggon upon the road, it would upset the coaches.

535. *Chairman.*] Would the Post-office have a right to make use of your stations?—Certainly; no question of it.

536. Could they construct and occupy, on the line of the railway, offices for the transaction of their business. The question refers to persons to take care of the engines, and so on?—Certainly.

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537. Supposing the Post-office were desirous of contracting with a third party, who were carriers, to undertake the transmission of the mails, do you think that they would find parties disposed to enter into that agreement with them?—I think there would be a great deal of difficulty, because we ourselves were very anxious to contract, and we advertised, and we had not a single person that would bid for it.

538. To what do you attribute that reluctance to enter into a contract of that description?—I think that locomotive power is not sufficiently known. No person likes to contract, and becoming liable for the consequences of irregularity.

539. Does it require a great capital?—No, I do not think it does, because we should have been glad to have found the capital, taking security upon the engines.

540. You attribute it rather to the little experience which the public have had in business of that kind?—Very often an accident happens, and then the expense might be so great that it might injure them seriously, in case of fire, and many other things.

541. Have you entered into any contract with Messrs. Pickford?—Not at all.

542. Mr. *Gillon.*] May not that reluctance be partly attributable to this, that the railway proprietors have the power at any time, by running toll-free upon their own road, of running any competing company off the road?—We do not wish to be carriers at all; we would much rather simplify our own trade, and as far as Manchester and Liverpool were concerned, get persons to contract to supply us with locomotive power upon any terms; but though we advertised in Liverpool three months we had not a single bidder when the day came.

543. You said the railway was a very profitable concern; then it is entirely as toll proprietors that you find it so?—From tolls only. If we were to separate the one from the other, and take the tolls each day that we are entitled to take, we should get nothing for our engines. For instance, the fare to Birmingham is a guinea, which we calculate, upon the average, to amount to 16 s., which is not more than the tolls.

544. *Chairman.*] Then you make your profit as toll-owners, not as carriers?—Just so.

545. Mr. *Gillon.*] Do you hold that any persons would have a right to erect stations for their own convenience upon the sides of the railway?—Decidedly so.

546. Does not the property of the land belong to you as a company?—We have not more than a yard upon each side; and any person can make a railroad to join us that pleases.

547. That is, they could erect a station upon the ground beyond what you occupy as a railway company?—Yes.

548. Lord *Lowther.*] There are three feet adjoining your railroad which is your property; could they pass through those three feet of land?—Any person could put their own rails into our railway, only doing it in such a way as our engineer approves.

549. Is there a special clause to that effect?—Yes.

550. *Chairman.*] Is that the case with the Manchester and Liverpool?—Yes; the same in every railway, I believe.

551. Mr. *Wallace.*] You attribute partly the difficulty of finding persons to put on locomotive power upon the railways to the objection that is felt to being bound to perform regularly the duty; do you conceive there is any great difficulty in locomotive power performing its duty regularly and precisely as to time?—I am afraid there is; I never found two persons hardly who could agree as to what speed they should go at.

552. Do you conceive that there is any difficulty in finding locomotives to perform a journey within a certain time, over a certain space, precisely?—I think there is; it depends, of course, a great deal upon the rapidity with which you advertise to go.

553. But if a certain time and speed be agreed to, are you of opinion that it can be performed or not?—I think we have done all that we could, and yet we have great complaints.

554. Lord *Granville Somerset.*] Do you not anticipate hereafter greater regularity?—I am sure of it; the thing will be better understood a few years hence than it is now. I am only sorry that we could not be allowed just to try a year or two to see what could be done, because the thing is still in its infancy.

555. Do

555. Do any carriers besides the Manchester and Liverpool Company employ your railroad?—Yes, several. John Moss, Esq.

556. The whole distance?—Three-fourths of the distance; from Bolton they come on to Liverpool and to Manchester, and several individuals also; there are three or four coal proprietors. Mr. Halton has his own engines. 12 December 1837.

557. Lord *Sandon*.] When you advertised for power upon the Manchester and Liverpool Railroad you advertised for the whole power that was to be employed in working the railroad?—Yes.

558. But perhaps the same difficulty might not occur if the advertisement were for a particular carriage at a particular hour, such as the Post-office might require?—I think perhaps not.

559. Mr. *Loch*.] Does not the expense of locomotive power increase very much according to the velocity with which the engine goes?—I think very much indeed.

560. Sir *Robert Ferguson*.] After what rate does it increase?—I am not an engineer, and I would rather refer that question to the engineer of the company.

561. Lord *Granville Somerset*.] You have stated that the Grand Junction Railway has been a lucrative concern since its opening; now, to arrive at the conclusion, of course you must take the profit on one side and the expenses on the other; are you not able, therefore, to state what those expenses are, under the several heads of wages and engines, and so forth?—No; I should state the receipts on the one side, and the general expenses on the other, of all railways, as far as we know.

562. The question refers particularly to the Grand Junction?—It is impossible to state; because, for instance, we have 60,000*l.* laid out in engines and carriages, and we cannot tell what we are to put down for the wear and tear of those.

563. Your difficulty arises from not being able to ascertain the precise percentage for wear and tear upon the stock of engines?—That is one difficulty; another difficulty is, that we give our secretary 1,000*l.* salary. If that is to be divided over a large sum, of course it comes to a smaller per-centage. I should say that the Liverpool and Manchester is the best criterion of the general expenses.

564. It is a cheaper line, in consequence of its gradients, is it not?—No, I do not think it is.

565. If it is not a cheaper line in consequence of its gradients, is it not a dearer line because of the shortness of its extent?—Yes; it is a dearer line.

566. Therefore, whatever the per-centage of expense may be upon the Manchester and Liverpool, it will, at all events, cover the expense of the line between Birmingham and Liverpool?—I think it would.

567. But you are not able to state any positive data upon which you have asked the Post-office to give such and such sums for the conveyance of the mails?—No; my data would be our charges, which are nearly the same as the Liverpool and Manchester per mile for passengers. The Post-office asked us “What would you charge for such and such accommodation?” We said “That accommodation would contain 20 persons; we should charge those persons 20*l.*, and we will take it for you for 10*l.*”

568. Supposing the Post-office was to say ‘We do not want accommodation for 20 persons, but for 10,’ what difference would that make?—One-half.

569. That is to say, you would charge in that case 5*l.* instead of 10*l.*?—Then I should say it is still a question whether it is desirable to go at night at all.

570. In that case, then, whether it was 10 or 20 passengers, you would charge the same?—I am afraid that we must, for a night train. We would rather be without the night train, if it is possible, altogether. We want the night for repairing our road. Also, in case of any accident happening in the night it is much worse. Then, taking into account the keeping all those persons up, and taking one thing with another, I should think it well deserves that; but this arrangement was only proposed to be for six months’ notice on each side.

571. *Chairman*.] Do you mean to say that you consider it rather in the light of an experiment, than that you feel satisfied that those are the terms upon which a permanent arrangement ought to be concluded between the two parties?—I am sure that we should be quite open to any fair arrangement after the experience of six months’ trial. One great difficulty has been to know what the Post-office wanted. They kept asking, as abstract questions, what we should do for so and so; but we have never had any accurate statement of what they actually do want.

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572. Mr. *Gillon.*] Would you have any objection to allow an officer of the Post-office to inspect your books, so as to ascertain at what rate you could run?— I should say they may ascertain that much better from the Liverpool and Manchester published accounts than from our books, because ours will not tell them what the expense of the wear and tear of engines is.

573. Mr. *Easthope.*] Should not you be perfectly willing to give the Post-office all the information you possess to guide them in forming an opinion as to the terms they ought to make?—With the greatest pleasure in the world.

574. Is the Committee to understand that the desire of the Grand Junction directors is to be relieved as much as they can be from the details of management?—Certainly.

575. And that you would be very desirous to find persons to become carriers?—To find us the power and everything. It is the unanimous feeling of the board to endeavour to get persons to do that.

576. Is it your opinion that the reason why you have not been able to make progress in these arrangements is from the thing being as yet speculative, and from persons not clearly knowing what they can do, and what they ought to do?—Yes.

577. Do you contemplate that probably much greater advances will be made in a short time, and that before long all parties will know much more about it?—Quite so. I should say that as good an engine-maker as any in the kingdom, a great house in Manchester, has itself made engines of which almost every axletree has broken. The last of the axletrees has broken upon our railroad, and they have re-supplied them at their own expense, showing clearly that the thing is not understood sufficiently as yet.

578. Mr. *Baring.*] You stated that you would have no objection to furnish the Post-office with any information which might enable them to consider the terms to which they would accede. Would you have any objection to accede in cases of difference to an arbitration, one party to be proposed by the Post-office, another by the company, and a third party to be selected by those two, and those parties to settle the terms, and to have the power of looking into the whole matter, and saying what they thought was a fair and proper sum to be paid?—I am sure, as far as I am individually concerned, and I believe it would be the feeling of the company, that we should be very glad of anything of that kind.

579. And in such case you would have no objection that those parties should have the full power of looking into your books, and ascertaining what would be a fair charge?—I think they would ascertain what would be a fair charge better in other ways without looking at our books; from inquiring of engine-makers.

580. Supposing they should wish to have further information, do you think there would be any objection, on the part of the company, to give that information?—I think not.

581. Lord *Granville Somerset.*] Your own impression would be in favour of affording information—Quite so.

582. Mr. *Easthope.*] Is the Committee to understand that in all your conversations and negotiations with the Post-office, you have felt a difficulty, in consequence of not exactly knowing your own situation, not knowing what they positively would want, and not knowing what the charges would be that you would be put to?—The Post-office required so very much from us; they sent down a contract signed, which certainly was anything but such a one as we could really look at: it would have taken the whole power out of our hands. Having commenced this railroad without knowing the number of passengers we should have, we found soon that the trains which carried the mails did not fill at all; that they went with only seven or eight, or sometimes two persons to Birmingham. We asked the Post-office to alter the hour, and the answer was, No; they would not allow us to alter at all; so that we were compelled to go, although we only took, in many instances, eight or nine passengers all the way to Birmingham; and my opinion is, that we are losing a considerable sum of money every day by carrying the mails now, because the same passengers that go by the early and late mail would go now in the next trains, if those mails were not there; and I should say that those trains go almost exclusively for the Post-office.

583. *Chairman.*] Did your objection to the contract that the Post-office proposed to you apply to the money terms of the contract, or to the other stipulations?—I should say both one and the other.

584. Have

584. Have you got a copy of the contract which the Post-office proposed to you to agree to?—I have.

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585. Will you have the goodness to deliver it in?

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[The same was delivered in, and read, as follows:]

HEADS OF RAILWAY CONTRACT.

The Grand Junction Railway Company to convey, by such railway carriages as shall from time to time be approved of by the Postmaster-general, all such mails or bags of letters and newspapers as shall for that purpose be tendered to the company, or any of their agents or servants, by the Postmaster-general or any of his officers, with a guard in charge thereof, four times every day from Birmingham to Liverpool and Manchester respectively, and four times every day from Liverpool and Manchester respectively to Birmingham. The following to be the hours and times of dispatch, the time or space within which the distances shall be performed, and the hours and times of arrival respectively.

DISPATCH.	Time within which the Distances shall be performed.	Arrival at Liverpool and Manchester respectively.
<p>From Birmingham :</p> <p>Seven o'clock and half-past eleven, A. M. ; half-past two o'clock and half-past six o'clock, P. M.</p> <p>From Liverpool and Manchester respectively :</p> <p>Half-past six o'clock and half-past eleven, A. M. ; half-past two o'clock and half-past six, P. M.</p>		<p>Arrival at Birmingham.</p>

The carriages to be worked and the mails to be conveyed at such a rate of speed as will perform the distances within the time or space abovementioned. The Postmaster-general may require any of the said hours of dispatch to be altered, in which case a proportionate alteration to be made in the hours and times of arrival.

The Postmaster-general to be at liberty to forward additional mail-bags at any other hours of the day at which railway trains or carriages shall start to or from any of the places aforesaid. If, from accident, or any other cause whatever, any of the mail-bags to be forwarded and conveyed by the said railway carriages shall not reach Birmingham, Liverpool, and Manchester, by the hours and times hereinbefore appointed for the dispatch of the mail-bags from those places, or shall not reach Newton, from the North, at the time appointed for that purpose, the company shall, to prevent as far as may be the correspondence of the country from being interrupted, detain the railway carriages for the space of unless the mail-bags shall sooner arrive.

The company to receive, take up, and deliver and leave mail-bags at all such intermediate towns and places on the line of the railway as the Postmaster-general shall from time to time order and direct, and particularly shall take up at Birmingham, and leave at Newton, mail-bags for places to the north of Newton, and take up at Newton mail-bags coming from the north of that place. The charge for conveyance to be 3 s., and three-eighths of a penny per cwt. for the mail-bags each way, being at the rate of three-eighths of a penny for every single mile, and 8 s. 1 d. for the guard, being at the rate of 1 d. for every single mile, to be paid quarterly. Any weight under half a cwt. to be paid for as half a cwt.; above half a cwt., and not exceeding 1 cwt., to be paid for as 1 cwt.; above 1 cwt., and not exceeding 1½ cwt., to be paid for as only 1 cwt.; above 1½ cwt., and not exceeding 2 cwt., to be paid for as 2 cwt.; above 2 cwt., and not exceeding 2½ cwt., to be paid for as 2 cwt.; and in the like proportions for any greater weight. The weight to be ascertained when the mail-bags are taken up at Birmingham, Liverpool, Manchester, and Newton, and (except the bags going to or coming from places to the north of Newton, and left or taken up at Newton) the aforesaid rate or charge shall be payable for the entire distance between Birmingham, Liverpool, and Manchester (being 97 miles). And as to the mail-bags taken up at Birmingham and left at Newton, and bags from places to the north of Newton, taken up at Newton, the said rate or charge shall be payable for the distance between Birmingham and Newton only, being 84 miles. No additional charge to be made for any other bags taken up at towns or places through or near which the railway passes; and on the other hand, no deduction or allowance shall be made for the weight of the bags delivered or left at any towns or places on the road. The company to make and build in or upon each carriage employed for the conveyance of the mails, to the satisfaction of the Postmaster-general, or such person as he shall nominate in that behalf, a seat, and under or near the same a box or boxes (sufficiently large and capacious to contain all the mail-bags), with locks and keys to such box or boxes, for the exclusive conveyance

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conveyance and use of the mail-bags, and the guard in charge thereof, or, if required by the Postmaster-general, or such person as aforesaid, shall appropriate, for that purpose, the whole inside of any such carriage.

No person other than the guard to be allowed to ride near the said bags, or the place wherein they shall be deposited, other than an inspector of mails, or spare guard, who shall be at liberty to travel occasionally by the railway carriages, free of charge, provided he sits with the regular guard.

The company to observe and obey the orders and directions of the Postmaster-general, relative to the conveyance and security of the mails, the places and situations in the railway trains of the carriages containing the mails, and otherwise relative to the due performance of the contract, and particularly so, that the Postmaster-general shall not be under the necessity of dispatching more than one guard in charge of the mails by each train.

In case of any accidents to the railway or the railway carriages, the mails and guard in charge thereof to be immediately forwarded on at the sole costs and charges of the company. If the Postmaster-general shall be obliged to forward the mails and guard, in consequence of any refusal or neglect of the company, or any accident, the company to bear any expense which may be thereby incurred. The contract to commence on the day of and to continue until determined by 12 calendar months' previous notice in writing on either side. Power for Postmaster-general to determine it immediately, in case of breach or default. The company to be bound to the Crown in a penalty of for due performance of the contract.

586. Will you state the terms of that contract to which you objected?—The terms are that we are to fix particular hours for starting. First of all, certain hours of dispatch are fixed, and the time within which the journey will be performed; they require us to put down also the hours of arrival at Liverpool and Manchester respectively. Those are things which we could not pretend to state, because they talked of penalties afterwards, if not performed.

587. In the contract which you yourself proposed to sign with the Post-office, do you not stipulate to perform the distance in a certain time?—Supposing no accident happened to the engine.

588. *Mr. Baring.*] If you had contracted with parties for the steam power upon the line, should not you have inserted penalties in the contract?—No; I think we should have given them a certain time, within half an hour, or something of that sort, for arrival; we should have half an hour allowed beyond the proper time fixed.

589. *Mr. Easthope.*] Will you state your other objections to the proposed contract?—The next thing was that the Post-office may require any of the hours of dispatch to be altered, in which case a proportionate alteration is to be made in the hours and times of arrival. Now, that would have been to us a very great inconvenience, because they pay us only a very few shillings for the carriage of the mails, and a number of passengers expecting to go by a train would never consent to have the hour altered.

590. Did the Post-office propose to give you notice of the alteration?—It is not said so here.

591. What is the next point to which you object?—The Postmaster-general was to be at liberty to forward additional bags by any other trains which might go. Then, "if from any accident, or other cause whatever, any of the mail-bags to be forwarded and conveyed by the railway company shall not reach Birmingham, Liverpool, and Manchester, by the hours and times hereinbefore mentioned appointed for the dispatch of the mail-bags from those places, or shall not reach Newton in time," then we are to forfeit a certain sum; they left the sum in blank. Now, in just starting a railway, when we can hardly tell what an engine would do, we do not like the idea of forfeiting a sum for not keeping time. The next was, "The company to receive, take up, and deliver, and leave bags at all intermediate places that the Postmaster-general shall direct." That would lose us, perhaps, three minutes at each place; which, upon our first-class trains, would be a very serious thing. Then the charge for conveyance to be 3s. and three-eighths of a penny for the mail-bags per hundred weight each way, and 8s. 4d. for the guard. Then we were required "to make and build on or upon each carriage employed for the conveyance of the mail, to the satisfaction of the Postmaster-general, a seat, and under or near the same a box or boxes, sufficiently large and capacious to contain all the mail-bags, or, if required, the Postmaster-general shall have the power to appropriate for that purpose the whole inside of any such carriage; no person other than the guard to be allowed to ride near the said bags or the place wherein they shall be deposited other than an inspector of mails or spare guard." Now, we could not tell how

how far that might extend, because if the Postmaster-general thought proper to put a great number of bags, and to require that no person should sit near to them, it was a question how far that might go.

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592. *Mr. Easthope.*] Would not you think it reasonable that the Postmaster-general should require that nobody should sit near the bags so as to have access to them?—I think it is quite reasonable, but then I think it should not be at the price that was talked of for this. Then “the Company to obey and observe the orders and directions of the Postmaster-general relative to the conveyance and security of the mails, the places and situations in the railway trains.” In short, placing the whole railway under the direction of the Postmaster-general.

593. What did you understand by that last provision?—We were so alarmed when we saw it that we at last would not sign the contract.

594. What did you understand it to mean?—That they were in fact to take the whole control of the trains; that the trains were to be considered, as the mail-coaches now are, under their control.

595. Why would that be inconvenient?—Because the public at each station expecting to go by the trains, any alteration would be inconveniently felt.

596. Would not the same care that led to the expedition of the Post-office bags also lead to the quick transmission of passengers?—No; because it might happen that the Post-office might keep the mail half an hour in London, or at any other place, and then all the parties would be waiting.

597. Do you think it probable that that would be the case?—It is now. When Mr. Louis was down he asked us to allow them to stop a quarter of an hour longer in Birmingham, and we said we had no objection, and they began immediately to take the quarter of an hour more.

598. Would that be any grievous inconvenience to the public?—I should say very great indeed; suppose there are three or four gentlemen’s carriages going to Ireland, who can only arrive in time by going by a particular train, they would complain very much if they were stopped by the mails.

599. *Chairman.*] Are not the stipulations you have enumerated, in all the material points, very similar to those regarding the special trains in the agreement which you have signed with the Post-office?—Yes; and that is the reason why, looking at those special trains, we charged so much higher for them.

600. Then your objection to the proposition of the Post-office was rather a question of price, than any great alarm at the vagueness, or onerous nature, of the other conditions that were proposed to you?—Our wish has been, from the first, to give to the Post-office every possible accommodation, if they would only say what they want; but we could not afford to give them the accommodation required here, at the price they wished to pay us.

601. Then it all comes to a question of price?—Quite so.

602. *Mr. Easthope.*] Is the Committee to understand that you would not mind giving up the management of the train, and the power of regulating it, if the price paid was satisfactory?—So far as this: I should say in that case, we should not use it as a train to carry the public, because we must be regular with the public.

603. Then you would contemplate that if the Post-office were to have this independent control, it should be altogether a distinct conveyance?—If it was found to interfere with the other, if they changed the hour, for instance, then we should not attempt to take passengers along with them.

604. *Chairman.*] You proceed upon the supposition that it would not be for your advantage to send passengers by a train that conveyed the mail-bags?—Not if they were liable to any alterations, or to stop for the arrival of the mail.

605. But if, ultimately, it was found that the hours did not greatly vary at which those trains were dispatched for the service of the Post-office, and the passengers did, in point of fact, go by them, do you think it would be unjust to take that circumstance into consideration in settling the payment which the Post-office were to make to the company?—I should say that it would not be unjust to take that or any other circumstance into consideration at any time they pleased; we should be very glad to take it into consideration, and to reduce the price if we could.

606. Then why did you object to the proposal of the Post-office, that on that event occurring it should be taken into consideration in regulating the price?—I hardly objected to it; but as far as I objected to it, it was because it would be difficult to say whether the passengers would not have gone by the other train; for instance, suppose they had a train going half an hour after our regular train, many

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passengers that would otherwise have gone in the train before would wait for the other half an hour afterwards.

607. *Mr. Greene.*] But observing the general regularity of the mails, have you any great reason to anticipate such frequent changes of time as would cause any serious inconvenience to the railway?—It is rather the changes of the Post-office; they demand to be allowed to change whenever they please.

608. Have you any reason to anticipate that they would make any such frequent changes, seeing the regularity that has existed, with respect to the mails, for a long series of years?—When they ask to be allowed to change when they please, we, of course, conclude that they have some reason for it.

609. *Lord Granville Somerset.*] Is it not probable that, considering the great change that must occur in all the communications of the country, in consequence of the formation of railroads now in progress, or which hereafter may be in progress, that changes will take place beyond anything that you can now calculate upon?—I am quite sure of it.

610. Is not your disposition, therefore, rather not to enter into any permanent contract at this moment, and to put off any definite arrangement, till you, on the part of the company, can see a little more as to your own source of profit, and also as to the probable demand of the Post-office?—Our proposition was, that we should be bound; but that the Post-office might close, any day that they pleased, all the trains, or any one of them.

611. Though you demand these high rates now, do you not contemplate the possibility of hereafter reducing those rates considerably, and without sacrifice on the part of the proprietors?—I think very probably.

612. *Mr. Baring.*] You are understood to say, that the special trains which carry the mails stop oftener in the course of their passage than your trains would. Will not that make them more convenient for passengers going from the particular places that are within the termini of the railroad?—Of course more convenient to those passengers, but much more inconvenient to other passengers.

613. Have you any means of ascertaining whether those passengers form any important part of the number?—I should say that they do not form any very important part of the number. We find that when we stop frequently we take an hour longer to go to Birmingham than we do with the other trains. In consequence of that no person will go by a second class train, that stops so often, if he can possibly go by a first class.

614. But is not the number of passengers in the second class trains going from the intermediate places very considerable?—It is.

615. *Mr. Greene.*] With respect to the number of places where the mail trains stop, is it not merely a slackening of the speed, and throwing down the mail-bags, rather than such a stoppage that passengers can get in and out?—Yes. There is a patent taken out by one of our coachmen for an invention which shall take the bags up and down without slackening at all.

616. Then there would not be the convenience adverted to in the last question?—No.

617. *Lord Granville Somerset.*] Nor the inconvenience either?—No.

618. *Mr. Easthope.*] How is that done?—As the coaches go past, there is a kind of pillar upon which the bags are hung, and as the coaches go past they leave the bag hanging.

619. *Lord Charles Fitzroy.*] The oftener you stop would you not have more passengers?—I should think certainly; but then persons would go a little distance rather than miss going.

620. *Mr. Easthope.*] Are the Committee to understand that you are not now in a condition to form a decisive judgment as to the expense, and as to the practicability of certain requirements, and that that very much embarrasses any negotiation you may have with the Post-office?—Very much indeed.

621. Do you consider that the same inexperience must necessarily embarrass the Post-office?—I am sure it must, and the impossibility there is to state what they want.

James Pim, jun., Esq., called in; and Examined.

J. Pim, jun. Esq.

622. *Chairman.*] WHAT situation do you hold in connexion with the Dublin and Kingstown Railway?—The Treasurer.

623. *Mr. Loch.*] You have been for some time in the habit of carrying the mail from

from Kingstown to Dublin, have you not?—We have been at work about three years; from a few months after our opening we have carried the mails. J. Pim, Jun. Esq.

624. Have you carried them under the contract that is now subsisting, or have you entered into a new contract?—We have entered into a contract with the Post-office within the last month. Previously we had no contract with them: we neither knew our own capabilities nor their wants. The sum fixed was 300 *l.* a year, with a mutual understanding that we should exert ourselves to the utmost to promote the convenience of the Post-office authorities, and that they should endeavour to meet us in such a way as would promote the public convenience. 12 December 1837.

625. *Chairman.*] Have you ever been in the habit of employing special trains for the service of the Post-office?—Always. We keep a special train in waiting for the Holyhead mail from half-past five in the morning till the mail arrives. Occasionally it is kept waiting an entire day. This train starts immediately upon the arrival of the Holyhead mail, and comes up to Dublin without stopping at any intermediate station, and is a very considerable expense to us.

626. Do you find that passengers avail themselves of the Post-office train?—Occasionally they do. I do not consider that that makes any difference; because, if they did not come by the Post-office train, they would come by the next train with us.

627. *Mr. Loch.*] What is the distance from Kingstown to Dublin?—Six miles.

628. Under the new contract how often are you obliged to convey the letters during the day?—We convey the Holyhead mail and the Liverpool mail first, and then we have eight other deliveries, namely, the general post and the penny post; and we have four deliveries daily between Dublin and Black Rock, and Dublin and Butter's Town.

629. Is there a special train for all those different purposes?—We have a special train for the Holyhead mail always: for the Chester mail, that is a mail which has been lately established, we have a special train in waiting from five o'clock till half-past six in the afternoon. It is of great importance to the Post-office that that mail should be delivered with the greatest possible expedition, if it arrives within nine hours, in order that the letters may be sent on to the interior.

630. Have you a special train waiting for the Liverpool mail?—No, it is not of so much importance as to require it.

631. What is the nature of the new contract with the Post-office; what is the annual sum that you have undertaken to carry the letters for?—£. 500 per annum.

632. Do you consider that a reasonable sum?—I consider that we are barely clearing our expenses; but we are placed in rather peculiar circumstances. Our directors have considered that we are peculiarly bound to afford every possible accommodation to the Post-office authorities and to the Government, in consequence of having received from Government a loan of one-third of the cost of the entire undertaking. We owe 100,000 *l.*, in round numbers.

633. Do you pay interest upon that loan?—We do.

634. And are bound to repay the capital?—We have paid the interest regularly.

635. You state that 500 *l.* hardly remunerates you. In what way have you made that out; have you entered into any calculations to ascertain that fact?—I entered into it as minutely as I could, with the assistance of other persons connected with the company. It is really a very difficult matter, and a considerable portion must be guess-work. For instance, the special train costs a very much larger sum in winter time than in summer; the Holyhead mail, generally speaking, in summer time, arriving within a few hours after six in the morning; this time of year it occasionally happens that the Holyhead mail does not arrive till night, therefore the expense is greatly increased. In winter time also, we are obliged to start that train, if the Holyhead mail arrives at or before a quarter before six in the morning. That involves the expense of having a number of our establishment at both ends, and along the line, in operation at that time, although we have little or no traffic, and, but for that reason, we should not commence our operations in winter till eight o'clock in the morning. In this way it is quite clear that a very considerable additional expense must be incurred, and we believe that we are not more than paid for our outlay by the amount that we receive from the Post-office.

636. Do those observations apply to Sundays as well as to the rest of the week?—Yes; with a little difference as regards the general post and the penny post, which are not so frequent on Sundays.

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637. The mails are carried during whatever period the mail may arrive?—Yes.
638. Whether during Divine service or not?—The hours of Divine service in Dublin are not so well defined as in England; a large proportion of the population being Roman-catholics, their hours are very different from the Protestant service.

639. *Lord Sandon.*] What length of time beforehand do you generally see the packet in the offing?—In clear weather we can see it at least an hour, under ordinary circumstances.

640. And in the dark, how long?—In foggy weather we can of course see but a very short distance in the dark, but we have always a train waiting there.

641. Is it necessary to keep it waiting, when you have so long a notice before you as an hour?—It is necessary, for this reason, that we are obliged to have the steam up, and then our engine station is about four miles from Kingstown, and we find it better to have the engine up, and the men waiting at Kingstown for the arrival of the mail, than to incur the risk of any possible irregularity that might arise from trusting to sending a message up to the engine-station for the engine to come down after seeing the vessel in the offing.

642. *Mr. Wallace.*] Do not the packets keep pretty good time?—In good weather very good time.

643. So that the delays are not occasioned except by bad weather?—Except by bad weather.

644. In what time do you perform the six miles?—We are bound by our contract to perform the six miles in 20 minutes. There is an understanding that no penalty shall be imposed unless we are five minutes behind our time.

645. How near do you keep to the 20 minutes?—Within it almost always.

646. Do you see any difficulty in locomotive engines performing their work within a given time?—There is a very great difficulty on a long line, as compared with a short one. I consider that the difficulties are in a greater proportion than the arithmetical proportion between the length of the lines.

647. Have you had any experience of long lines?—No; but from the experience I have had on the Dublin and Kingstown Railway, I should say that the result of any trifling accident to the engine must be much more seriously felt upon a long line than upon a short one.

648. Barring accidents, do you see any difficulty in performing the distance within a certain specified time?—There are peculiar states of the weather when it is extremely difficult to keep the time; for instance in foggy weather and in slight frost. Frosty weather makes the rails glassy, so that the engine wheels slip round without propelling the carriage forward, and if that is accompanied by an adverse wind, it is extremely difficult to keep time. We have more than once been brought to a stand-still with the engine in perfect order.

649. *Mr. Loch.*] You have heard *Mr. Moss* state, that he proposed to give the Post-office the advantage of a special train for the payment of 10*l.*; what proportion does that bear to the bargain you have made with the Post-office at the rate of 500*l.* a year?—I can hardly state that at present.

650. When you entered into the agreement with the Post-office for 500*l.* a year, did you offer to them to do it for 500*l.* a year, or did they offer that sum to you?—Our first arrangement was merely for the conveyance of the English mails. We entered into a negotiation, in addition to that, to convey the general post and the penny post between those towns, and we were asked what sum we would do it all for. We asked first 600*l.* a year; but the Post-office had previously always required a section of our second-class carriages for the conveyance of the guard and the mails, which occupied a space that was represented by 5*s.* 4*d.* in each train; eight passengers at 8*d.* each. They have now consented that the guard and the mail-bags shall go in the third class carriages; they only take up the room of four persons at 6*d.* each, for which we consented to forego 100*l.* a year from our original demand.

651. Were these the only data that you assumed before you made the arrangement with the Post-office; did you not make any calculations as to the expense of locomotive power?—The principal direct expense of our contract with the Post-office is keeping a spare engine in waiting from a very early hour in the morning, and the expense during the four winter months of commencing all our operations two hours earlier than we should otherwise do.

652. Then all the other bags are conveyed by the ordinary trains?—Yes; except the Holyhead mail and the Chester mail, between five and half-past six.

653. *Mr.*

653. Mr. *Wallace*.] Do you distinguish the second and third class trains as to time, or as to price?—We have three classes of carriages in each train; we have no first class train and second class train. The time is the same precisely.

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654. Mr. *Easthope*.] What interest do you pay upon the Government loan?—We pay 4 per cent. upon the greater portion of the loan; upon a small portion we pay 4 *l.* 0 *s.* 6½ *d.* per cent.

655. Lord *Granville Somerset*.] Is there any sinking fund with which you are to pay off this loan within a certain time?—It is not under our Act; it is under the Act for the promotion and encouragement of Public Works in Ireland; and we are bound to pay the principal by instalments of five per cent. within 20 years, and we have paid instalments for two years and a half at the rate of 5,000 *l.* a year. We have paid all the interest that accrued during the construction of the work, and what has accrued since we commenced operations.

656. Is it a paying work altogether?—Unquestionably.

657. Mr. *Easthope*.] What dividend do you pay?—We have paid 5 per cent. to the proprietors, besides paying off the interest and the sinking fund to the Board of Works.

658. Supposing you were not paying off that 100,000 *l.* so lent, what would the dividend be?—Our dividend to the proprietors would be between 6 and 7 per cent.

659. Can you state the proportion that the carriages cost you in the general cost of the establishment?—I cannot. I was not aware that I should be examined by the Committee.

660. Therefore you cannot tell the precise data upon which you have made this demand upon the Post-office?—I cannot.

661. You state that if you were not paying off the Government loan, you would pay between 6 and 7 per cent. interest. Was there any time during the construction of the railroad when you paid no interest upon the capital?—No; we have paid interest upon the amount of instalments, as they were advanced to us during the construction of the work. We were obliged to pay that out of the capital.

662. What time does it take you to get up the steam in an engine?—If the engine be perfectly cold, it takes from an hour and a half to two hours to get up the steam, in the yard.

663. Mr. *Wallace*.] You have stated that there is no difference in the course of sending the mails along the Dublin and Kingstown Railway on Sundays?—None, except some small difference with respect to the general post and penny post deliveries, which are not so frequent as on other days.

664. You have stated that there is considerable difference in the hours of Divine worship in Dublin, as compared with Liverpool and other places. Supposing a rule was to be made, that the mails should not be started during the hours of Divine worship in Dublin, under existing circumstances, what would be the effect of that in impeding the mails on Sunday?—The hours of Divine worship on Sundays in Dublin include all the day, because there is scarcely any time of the day that is not appropriated by some class of persons to Divine worship.

665. Then, in point of fact, the mails could not start at all?—Not at all.

666. So that the entire correspondence of Ireland with England would be stopped, provided such a rule was made in Dublin with reference to the transmission of the mails on Sundays?—Taking that view of the subject; but it is generally understood that the hours of Divine worship are from twelve to two, when most of the parish churches are open, and the time of the evening service in the parish churches.

667. But a large proportion of the people being Roman-catholics, the effect would be, that if all the hours were to be observed during which there is Divine worship, the mails could not be forwarded?—I think it would have that effect; including Roman-catholics and Dissenters, there is no hour but what is appropriated to Divine worship by some class of persons or other. Perhaps the Committee will pardon me for suggesting, that it is of so much importance to combine regularity as well as speed in the Post-office communication for letters, that I would suggest, that it would be exceedingly well worth while to the public to have two engines to all mail-coach trains, for without you have two engines, the sources of accident are so many in locomotive engines travelling at a high rate of velocity, and so mere a trifle will stop a train occasionally, that I have always considered it desirable to have two engines to any mail-train of any importance.

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668. Would

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668. Would that greatly augment the expense?—It would; but I consider that the benefit that would arise from the punctuality of delivery would be well worth paying for.

669. Do you think that would insure perfect punctuality?—It would go as far as any plan that could be proposed, and without that I do not think it could be insured. By that means, if any accident happened to one, the other engine might be able to bring the lame horse and the trains along.

670. *Mr. Hutton.*] Might not the engines, in that case, be of much less power?—I scarcely think it would be worth while; the great object is to secure punctuality.

Hardman Earle, Esq., called in; and Examined.

H. Earle, Esq.

671. *Chairman.*] WITH what railway companies are you connected?—I am on the Grand Junction board; I am also a Director of the Liverpool and Manchester, and of the North Union.

672. Were you cognizant of the negotiations which have at various times been going on between those companies and the Post-office?—I was a party engaged in the first agreement, under which we are now working, but I was not a party to the last one; it was left entirely to the chairman, who submitted it afterwards to the board, and the board of directors approved of the scale of the proposed contract, which has been read to the Committee.

673. Do you concur in the opinion which has been expressed by the chairman, that it was very difficult in the early stage of the affairs of the Grand Junction Railway to found that agreement upon any very accurate data?—I do concur in that opinion.

674. You were probably previously acquainted with the first proposal which was made on the part of the Post-office to the Grand Junction Company, which you have heard read in this room?—Yes; that is the same in many terms as the present, but there were certain restrictions which we thought very objectionable; it is three-eighths of a penny per hundred weight per mile, or 3 s. for the whole distance, and one penny per mile for the guard.

675. How would that be as compared with the 10 l. which you proposed?—That is about 1 l. 1 s. the trip; the proposed contract would be very much more than that.

676. *Mr. Baring.*] What do you expect to gain by the new terms which will come into operation in February next, if the Post-office agree to those terms?—I should think five or six thousand a year.

677. Is it less than 9,000 l. a year?—I have not calculated; I do not know what the Post-office might want; I believe it comes at present to about 3,000 l. to 3,500 l. a year, and probably it would come to 9,000 l. or 10,000 l., but then there would be a great deal more accommodation for that.

678. *Lord Sandon.*] What is the accommodation which you furnish now, as compared with that which you would be called upon to furnish?—The accommodation now is merely a seat upon the outside and the whole roof of the carriage, upon which there are imperials, into which the bags are put. The accommodation that is required is the room of about 18 passengers; in short, it is the whole body, for the purpose of having a travelling post-office, that they could sort the letters as they went on. What they want would weigh three tons or three tons and a half.

679. *Mr. Wallace.*] Mr. Moss was understood to say, that the arrangements with the Post-office were not lucrative to the railroad; that, in point of fact, they did not look for profit, having a desire to accommodate the public as much as possible. Is the new proposal, by which 5,000 l. or 6,000 l. a year will be gained by the company, to be remunerative only for the outlay, or is it to give a profit to the company?—It is very difficult to say whether the additional price would be an advantage to the company, but I should think it would.

680. And leave a profit to the company?—I think it would.

681. What may be the profit expected?—I cannot undertake to say in figures what it would be.

682. *Chairman.*] Do you think it would be a higher rate of profit than they get upon their usual operations?—Indeed, I should think it would be, rather.

683. *Lord Sandon.*] Including the night train?—The night train is exceedingly unprofitable; it averages not more than 3 l. or 4 l. a trip; and I have no hesitation in saying, that the night train would have been discontinued had it not been for

for the arrangement with the Post-office, and that we are losing a great deal of money every week by the night train.

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684. Which of the trains do you consider the night train?—The one that runs at half-past six from Liverpool, and seven from Birmingham.

685. *Chairman.*] Is there not, at present, in the public, a disinclination to travel by night, in consequence of being afraid?—I do not think it arises from that; a great body of people are going, for example, to London from Liverpool, and when they get to Birmingham they can get no further by the railway; but I think that when the railway is completed they will come through, whether it be night or day.

686. *Mr. Easthope.*] Does that constitute a reason why you do not think that you are in a position to say what would be fair towards the Post-office, and what would be proper towards the company?—I think it is. I think it would be impossible to fix a rule that would be equally fair towards all railways. I am a director of the North Union, which proceeds from Newton to Preston. You might get terms which would be very fair for the Grand Junction, but which would be absolutely ruinous to a railway such as the Newton. To insist upon keeping an engine to wait for the arrival of the Grand Junction train from the south, and go on to Preston, would be ruinous to a small railway of that kind.

687. *Mr. Wallace.*] Have you considered of any general rule which would be fair, both to the public and to the proprietors of the railways?—I should not know what principle to go upon; there is nothing to guide us; we have no experience.

688. *Mr. Gillon.*] Do you consider that this great additional weight, amounting to about three tons, makes a large ingredient in the charge for special trains?—Certainly.

689. In fact, if you carried the mails as formerly, with imperials and an outside seat, you could afford to run a special train at much less charges?—Unquestionably; the having an additional carriage might prevent our taking on a gentleman's carriage half-way, or at either end; it might oblige us to have two engines instead of one.

690. *Mr. Wallace.*] You are aware that there have been considerable delays in taking the mail both ways along the Grand Junction Railway. Can you state what the causes of those delays are?—Having been summoned to attend this Committee, I have investigated our books; I have selected them out, and I can vouch for the accuracy of them. I have classed them, beginning with the arrivals before time, and going on increasing by five minutes to the exact time, and then beginning with the arrivals after time, five minutes afterwards, and so to the last, and with the permission of the Committee I will read it.

(The Witness read the same, as follows:)

ARRIVALS of 560 Mail Trains on the GRAND JUNCTION RAILWAY at *Liverpool, Manchester* and *Birmingham* respectively, for 20 weeks, between 9th July and 25th November 1837.

	LIVERPOOL.	MANCHESTER.	BIRMINGHAM.
Before Time 45 minutes - - - -	- - -	1	
Ditto - 40 — - - - -	1	1	1
Ditto - 35 — - - - -	- - -	3	1
Ditto - 30 — - - - -	16	6	1
Ditto - 25 — - - - -	11	9	5
Ditto - 20 — - - - -	11	17	15
Ditto - 15 — - - - -	44	45	15
Ditto - 10 — - - - -	51	44	21
Ditto - 5 — - - - -	42	45	43
Exact Time - - - - -	113	91	76
	—289	—262	—178
After Time 5 minutes - - - - -	54	32	36
Ditto - 10 — - - - -	44	44	50
Ditto - 15 — - - - -	33	55	46
Ditto - 20 — - - - -	23	42	35
Ditto - 25 — - - - -	21	18	38
Ditto - 30 — - - - -	22	31	30
	—197	—222	—235
Ditto - 35 — - - - -	17	8	29
Ditto - 40 — - - - -	12	11	19

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	LIVERPOOL.	MANCHESTER.	BIRMINGHAM.
After Time 45 minutes - - - -	13	14	24
Ditto - 50 - - - -	7	8	11
Ditto - 55 - - - -	1	4	13
Ditto - 1 hour - - - -	5	13	6
	— 55	— 58	— 102
Ditto - 5 minutes - - - -	1	2	9
Ditto - 10 - - - -	2	4	6
Ditto - 15 - - - -	7	1	3
Ditto - 20 - - - -	-	1	1
Ditto - 25 - - - -	-	-	6
Ditto - 30 - - - -	3	1	2
	— 13	— 9	— 27
Ditto - 35 - - - -	-	-	2
Ditto - 40 - - - -	-	1	1
Ditto - 45 - - - -	1	-	3
Ditto - 50 - - - -	1	3	1
Ditto - 55 - - - -	-	1	2
Ditto - 2 hours - - - -	2	1	1
	— 4	— 6	— 10
Ditto - 5 minutes - - - -	-	-	1
Ditto - 15 - - - -	-	-	1
Ditto - 25 - - - -	-	-	1
Ditto 3 hours 30 minutes - - - -	1	-	-
Ditto 3 - 50 - - - -	1	1	-
Ditto 4 - - - -	-	1	-
Ditto 4 - 10 - - - -	-	-	1
Ditto 4 - 25 - - - -	-	-	1
Ditto 4 - 45 - - - -	-	-	1
Ditto 5 - - - -	-	1	-
Ditto 5 - 20 - - - -	-	-	1
Do. 12 - 30 - - - -	-	-	1
	560 trains	560 trains	560 trains
Time allowed to - - - -	4 hrs. 30 min.	4 hrs. 30 min.	4 hrs. 35 min.
Average time, including all delays - - - -	4 - 39 -	4 - 39 -	4 - 57 -
Average time, excluding all delays above one hour and a half as the result of accidents.	4 - 36 -	4 - 38 -	4 - 51 -

Of the 1,120 journeys which have been performed (reckoning Liverpool and Manchester as one), there have been 24 which have exceeded the time more than one hour and a half, and 10 more than two hours.

REPORTED CAUSES OF DELAYS.	LIVERPOOL.	MANCHESTER.	BIRMINGHAM.
Broken axles of engines, tenders and waggons	5	-	14
Failures of pumps, eccentrics, connecting-rods, cotters, &c.	19	-	15
Bad coke, and fire-bars burnt out, &c. - -	9	-	33
Heavy trains - - - -	17	-	42
High wind - - - -	5	-	20
Obstructions from cattle, waggons and breaks-down.	4	-	9
Detentions from goods and second class trains, &c. on Liverpool and Manchester Railway.	30	64	13
Engine more or less out of order, the number not being sufficient.	28	-	40
Rails slippery - - - -	11	-	15
Detentions in watering - - - -	7	-	15
Horses kicking out the sides of horse boxes -	4	-	-
Waiting for London mails at Birmingham (time deducted).	7	-	-
Engine and waggons getting off the road at points.	6	-	-
Waiting for the Manchester half of train at Warrington, from 10 to 30 minutes.	-	-	39
	152	64	255

The causes of detention at the Manchester end are the same as at the Liverpool end.

With reference to the time at Birmingham, I may state that there is a difference of six minutes in the clocks at Birmingham, which circumstance we did not take into consideration in fixing the time, or we should have allowed five minutes more. With respect to the delay of 12 hours and 30 minutes in arriving at Birmingham, the cause of that is one that is not very likely to occur again. The circumstances were these: the engine broke her axle and obstructed the road entirely. The agent at Birmingham was aware that something had happened, but it happened in the night, and he dared not send a train along the line which this engine occupied, because he was afraid that the engine might meet it in the night; he dared not send along the other line because the road was not completed; it was entirely occupied with rubbish waggons, and the rails were up in fact, and he was obliged to wait till daylight. The causes of the delay are usually noted on the way-bills; they are not always noted with very great accuracy. They are not entered into with much minuteness, from the person who makes the inquiry not understanding anything about locomotive engines. The engineer sometimes gives him the shortest answer he can, and that accounts for the explanation being sometimes meagre. The reported causes of accidents are, first, "broken axles of engines, tenders and waggons;" five at the Liverpool end, none at Manchester, because the same causes which cause a late mail at Liverpool cause a late mail at Manchester; 14 at Birmingham. This breaking of axles has arisen from some imperfection probably in the iron, or in the manufacture, but it has happened more particularly to one make of engines by most highly respectable persons, and to show that they do not think it any fault in our specification, they have allowed for the fractures in settling the accounts. Another cause of accident is "failures of pumps, eccentrics, connecting-rods, cotters, &c." Those are small matters, but they will sometimes cause very serious accidents. There are 19 at Liverpool and 15 at Birmingham. "Bad coke and fire-bars burnt out, &c.," nine at Liverpool, and 33 at Birmingham. "Heavy trains," 17 at Liverpool, 42 at Birmingham. The Committee are aware that the gradients are not quite so favourable in going towards Birmingham as towards Liverpool, and we have only allowed five minutes more time, and we have reason to think it is hardly enough difference to make; but if we had abundance of engines, we probably, on many occasions, when it is reported to be a heavy train, should have sent two engines instead of one, but we had not engines enough.

691. Mr. *Wallace*.] Is it better, with a heavy load, to send an additional engine with the train, than to divide the heavy train into two?—I should think there is less danger of the one running against the other. And, besides, if they are divided into two trains, if the latter one breaks down it is left behind, but if it is all one train, and any accident happens to one of the engines, the train can still go on. Then, from high winds, there are five at Liverpool and 20 at Birmingham. High wind is a great obstruction; the train presents a very large body to the wind, and it drives the flanches of the wheels against the rails, and causes a very great obstruction.

692. Lord *Granville Somerset*.] Does not it produce the same bad effect as bad curves?—It does. "Obstructions from cattle, waggons, and breaks-down;" four at Liverpool, nine at Birmingham. "Detentions from goods and second class trains, &c., on Liverpool and Manchester;" there are 30 reported at Liverpool, 64 at Manchester, and 13 at Birmingham. It is only just to the Liverpool and Manchester to state, that those are cases where we on the Grand Junction did not come to the point of junction at the right time. We are sometimes five or ten minutes after our time, and of course the Liverpool and Manchester train goes on, and we follow, and the consequence is, that we overtake something in the way. I believe every pains is taken to make way for us, but it does cause delay; probably many half-hour delays would be converted into 20 minutes' delays, if it were not for that; we cannot, of course, go past their trains.

693. Mr. *Easthope*.] That is, their heavy goods train passes just before you, and you are obliged to go at the pace of the heavy goods train?—Yes; and the second class trains pass also. If the thing is managed properly, we ought to be at the point of junction at the particular time. Then there is "engine more or less out of order, the number not being sufficient," that is in consequence of not having sufficient to take an engine only every other day. We consider that an engine ought to be allowed to rest every other day, and not being able to do that, we have run engines which have not sometimes been in sufficiently good order. From this cause, there have been 28 delays reported at the Liverpool end, 40 at Birmingham; "rails slippery," 11 at the Liverpool end, and 15 at Birmingham; "deten-

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tions in watering," seven at Liverpool and 15 at Birmingham; "horses kicking out the sides of the horse-boxes," four cases we have had of that kind; "waiting for London mails at Birmingham," seven instances; "engines and waggons getting off the road at the points," six instances. Waggons that are not very truly fitted, such as the contractors use on the road, are apt to get off the road.

694. *Mr. Wallace.*] What purposes were those waggons put to?—Mostly the contractors, finishing their contracts. Then there is "waiting for the Manchester half of the train at Warrington, from 10 to 30 minutes," 39 instances at Birmingham. That is the principal cause of the delays at Birmingham being more numerous than the other. The Manchester train joins the Liverpool train at Warrington, and it has been very irregular from the circumstance of our being obliged to send them not the best engines. In fact, we have selected all the best to come through from Liverpool to Birmingham, it being less important to have a break down between Warrington and Manchester than between Warrington and Liverpool, and that is the cause of so many late arrivals.

695. It may be of less importance as regards passengers, but as regards the delay of the mail is not it of equal importance?—Yes; we frequently had to send the Manchester engine, when it arrived at Warrington, with the Manchester half of the train only.

696. *Mr. Loch.*] You opened that road without your full complement of engines?—Yes; we have ordered 25 engines since the road has opened.

697. Were not you disappointed in your supply?—We were. We opened the road with only 15 or 16 engines, and our complement was 25, which we have not got yet.

698. *Lord Sandon.*] What number have you now upon the road?—Twenty-four, but not now all in complete order.

699. Do you contemplate that that number, in complete order, will be sufficient for the work you have to do?—No, I do not think it will be.

700. *Lord Granville Somerset.*] How many do you think it will be necessary to have to perform the work satisfactorily?—We have ordered 30 more, and we have 25 now; that is 55.

701. You think that with those 55 engines all accidents arising from the various causes connected with the engines, except the breaking of axletrees, are likely to be much diminished?—I think we shall have much fewer accidents and detentions, but I think there will still be irregularity unless we are to go at a slow speed, and I believe the public always wish to go as fast as they can.

702. Suppose you contracted with the Post-office to go at such a rate, and to keep the time very accurately, would not you put on locomotive power exceeding what is necessary under ordinary circumstances?—The engines we have ordered are more powerful than those we are now using.

703. *Mr. Wallace.*] When will they be ready?—The first was to have been delivered in November, but it is not yet delivered; but they will be in the course of delivery in the next six months I expect; not all, but a sufficient number to insure greater regularity.

704. You have given notice to the Post-office to change the present agreement upon the 5th of February?—We have.

705. Then you have agreed to keep the mails with perfect regularity after that, under penalty?—We have.

706. *Mr. Easthope.*] Even with respect to the breaking of axletrees, do you contemplate that that will be as frequent as formerly?—It will be much less frequent, I have no doubt.

707. And the Committee are to understand that all those causes of delay you contemplate will be of much less frequent occurrence?—Much less.

708. And that they will diminish by the perfection of the road?—I have no question of it.

709. *Lord Sandon.*] Have you not been in the habit of taking whatever presented itself, however much it might be beyond the ordinary load?—We have.

710. But you have not in every case been able to supply extra power for the extra load?—No.

711. But you would be willing, whenever an extra load is taken, to go to the expense of supplying extra power?—We have never considered the expense at all.

712. *Mr. Loch.*] Would these arrangements with the Post-office make you increase the number of your engines beyond what you naturally would do?—I cannot tell.

713. But

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713. But you have not ordered an additional number of engines in contemplation of this night train?—No.

714. *Chairman.*] You heard what Mr. Moss said, as to his opinion of the disposition of the company to submit any point of difference that might arise with the Post-office to arbitration. Do you concur in what Mr. Moss expressed on that point?—I do concur, and I think that would be the opinion of the board.

715. Lord *Sandon.*] How would you define a regular special train?—I think the terms are rather incompatible, it cannot be regular and special too.

716. Would not every special train, if it went regularly from day to day at a certain hour, whether that hour was most convenient to the public and to the company or not, become practically a regular train, and take its share of passengers more or less?—Yes, it would.

717. Deducting from the other passengers that would go by other trains?—Yes.

718. Then how are you to distinguish practically a special train?—A time might be fixed that would be exceedingly inconvenient to another train. A railway is like a vast piece of machinery that requires to be moved with great order and precision, otherwise it may produce great confusion and great inconvenience to the public.

Jovis, 14^o die Decembris, 1837.

MEMBERS PRESENT.

Mr. Baring.	Lord Lowther.
Mr. Easthope.	Lord Sandon.
Lord C. Fitzroy.	Lord Seymour.
Mr. Greene.	Lord Granville Somerset.
Mr. Labouchere.	Mr. Wallace.
Mr. Loch.	

THE RIGHT HON. HENRY LABOUCHERE, IN THE CHAIR.

[*The following letter, addressed by Mr. Moss to the Chairman of the Committee, was delivered in, and read.*]

Sir,

Ellis Hotel, 14 December 1837.

SINCE I was examined by the Committee, I have seen two of the Grand Junction Railroad Directors: they agree with me that nothing would be more satisfactory to our Company than leaving the amount to be charged to the Post-office, to arbitration, or any other impartial tribunal.

I am not aware whether Mr. Louis produced to the Committee my letter to him of 23d November; it states the principles upon which the Grand Junction Railroad thought it reasonable to charge for carrying the mails, viz.

One-half what the public pay us for similar accommodation.

We there also offer "to give every information in our power."

Great inconveniences, in my humble opinion, will arise from giving the Post-office control over our trains, containing perhaps 60 passengers, and four or five gentlemen's carriages.—*Regularity*, such as the public have a right to expect from us, cannot be given, if these trains are to wait a quarter or half an hour for the London, Scotch, and Irish mails.

I have, &c.

John Moss,

Chairman of the Grand Junction Railroad.

John Moss, Esq., called in; and further Examined.

719. *Chairman.*] HAVE you got a copy of the letter which you addressed to Mr. Louis, which you have alluded to in the communication you have addressed to the Chairman, which has just been read to the Committee?—I have.

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720. Will you have the goodness to read it?

[*The Witness read the same, as follows:*]

Dear Sir,

Dale Street, 23 November 1837.

I mentioned to the Sub-Committee of the Grand Junction Railroad at the meeting to-day, your proposal that our trains should wait at Birmingham an hour, say from seven to eight o'clock, provided the mails had not arrived from London before eight: upon full consideration they durst not consent to this, because the passengers would not be satisfied to wait an hour after the time fixed to start, and because it would be feltan

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plained of at all our stopping-places, and interfere with trains on the Liverpool and Manchester road. But to prove how very desirous we are to accommodate the Post-office, we have directed our trains to wait until half after seven, half an hour; and if the mails are not then arrived, an engine will be in readiness to follow with the bags, the charge for which shall only be made when used, and then only for the distance they go before they overtake the trains.

The railroad are anxious to meet the wishes of the Post-office in every respect, but I fear the Post-office are not aware of the expenses attendant on locomotive engines.

I beg to call your attention to the fact that we are not, by our Act, required to be carriers. As owners of the road, we are entitled to tolls, and if this was the only question between the Post-office and the railroad, I should settle it very shortly; but the Post-office want the railroad to carry the mails with regularity and great speed, without being willing to pay their fair proportion of the expenses attendant on the same.

We are, I assure you, instead of getting any tolls from you, losing 10 *l.* a day by our arrangement. This agreement ceases on 5th February next.

In any new arrangement, the railroad will not undertake to deliver the mails under five hours to Birmingham, and four hours 45 minutes from Birmingham, less one quarter of an hour; when they get the railroad beyond Fiddler's Ferry, they will not alter their cards, but they cannot consent to be reported out of time under these hours. The impossibility of getting any person to contract to supply locomotive power compels the Grand Junction to undertake it. To insure regularity, they have an engine stationed, with steam up, every 20 miles, and with instructions to set out to meet the trains, in case they do not arrive by 30 minutes after the period fixed: other arrangements to insure regularity are in contemplation. The early and late trains are an expense without remuneration to the Grand Junction Company: these they have determined to give up, unless the Post-office require them, in which case they must charge, after the 5th of February, 10 *l.* per trip to the Post-office for locomotive power and tolls, they finding as much accommodation as will go on four wheels. Every four wheels now take 18 passengers inside and two outside, paying about 20 *l.*, for which we propose to charge the Post-office 10 *l.* in addition; these trains should start to suit the Post-office, and be under their control as to stoppages for bags. For the other trains, the railroad would charge the average price now received, provided they had power to alter the time of starting and arrival, or give them up altogether. For such trains as the Post-office consider permanent, and not liable to alteration without mutual consent, the railroad expect to receive double the average price now paid. They will place the guard under shelter in some way or other. In the event of the Post-office requiring as much space as is contained in a carriage and a half, or what now takes nine passengers inside and one outside, I should say the railroad ought to charge the Post-office 5 *l.* per trip, or one-half what we should charge to the public. If more accommodation is required by the Post-office for these day mails, they may have whatever they please on fair and moderate terms, if the Post-office will only state what they really do want. In respect to penalties, the railroad have great objection to enter into any; but, if required, they would agree as far as 500 *l.* yearly, provided the Post-office will consent to the railroad closing the contract, on three months' notice, whenever penalties to this amount are claimed. Locomotive power is liable to delays, and the utmost exertions of the company cannot prevent them. If the Post-office want the greatest possible speed and regularity, it can only be obtained by a *very* much greater charge than is now contemplated. I beg to assure you that our company are determined to meet the Post-office on most liberal terms, satisfied to take from the Post-office less tolls than our Bill gives us power to charge; and for the moving power and carriage, less than any engine-maker could afford to supply it at. We are ready to give every information in our power, either to the Postmaster-general or to a Committee of the House of Commons; quite satisfied to receive such a remuneration as is due to us for giving increased speed to letters, and we must mention increased revenue arising from us beyond what was formerly paid by the coaches, and also the increase in the number of letters carried. Whenever the question of Sunday departure comes forward, I trust I shall prove to your satisfaction, that there will be no occasion to start trains from large towns during the hours devoted to religious worship; and it must be distinctly understood, that the Grand Junction cannot enter into any arrangement after February next for travelling on the Liverpool and Manchester Railroad, contrary to their bye-laws. If the inhabitants of London, Manchester, Liverpool and Birmingham, by any public expression, ask for trains on Sunday, and if the owners of the railroad are willing to forego the profit arising from such traffic, I do hope *Her Majesty's Government* will not, by any legislative enactment, compel them to furnish accommodation beyond what is *absolutely* necessary.

George Louis, Esq.

I have, &c.
 (signed) *John Moss,*
 Chairman Grand Junction Railroad.

721. Do you understand by the words "absolutely necessary," what is really required to prevent any serious detention and inconvenience to the correspondence of the country?—Certainly; I mean to say this, that on Sunday I find in Liverpool they do not deliver letters that arrive till after church; they never deliver in the town on a Sunday, nor in Manchester.

722. Should you see any objection to referring the question of the necessity of employing carriages on the railroad on a Sunday to forward the correspondence, to

to the consideration of arbitrators in each particular case, in the same way in which it was proposed to refer the question of prices?—I should say, as far as we are concerned, it would be quite satisfactory to us. I should, perhaps, even go further, and say that the magistrates in quarter sessions might make a special order upon the subject, after hearing evidence, as to how far Sunday travelling for the mails was required; that it should go before the magistrates at quarter sessions to see how far they can prove the case, and then that they should make an order.

723. Mr. *Wallace*.] The letter which has been read states, that unless the inhabitants of Manchester, London, Liverpool, and Birmingham should make such an application, it is hoped by the directors, that the Government would not take means for having the mails conveyed along the railroad on Sundays; have you taken into consideration that all Ireland and all Scotland, and all the South of England beyond London, have an equal interest in the question with those four towns?—It would not affect any one of them, because the mail that leaves London on Saturday evening would get to Liverpool on Sunday morning before any of the packets start; and in the same way the mail that leaves Dublin on Saturday evening would arrive in Liverpool in time to go by the first train.

724. Are you aware of the recommendation that is contained in the 7th Report of the Commissioners of Post-office Inquiry, which recommends that mails shall now be sent frequently all over the country wherever it is convenient, by stage-coaches and omnibuses, and all descriptions of carriages, without reference to eight o'clock at night or any particular hour?—I am not aware of it; but on our railroads, as we can go the whole distance from Liverpool to London, the whole length of those three railroads, between Saturday evening and Sunday morning, and also between Sunday evening and Monday morning, shutting up the railroad during the hours of Divine worship could not possibly affect any of those places spoken of.

725. How does that affect the Irish express mail just now, which leaves London at eight o'clock in the morning, and which goes by Chester?—That does not come upon our road.

726. In what you have just said, you go upon the principle of one fixed hour of departure from London only, and one fixed hour of arrival; but were that to be changed, your calculations would entirely change with whatever changes might take place?—Of course.

727. Mr. *Easthope*.] You have stated, that if letters arrive in Liverpool on a Sunday, they are not delivered till after the hours of Divine service?—Till after two o'clock in the afternoon; and they are not delivered at all unless you send for them.

728. And you consider that arrangement to be made in deference to decorum and the due observance of the Sabbath?—Exactly so.

729. Do you think that the question of Sunday travelling may be safely, in your locality, left to the influence of public opinion, and to the general anxiety there is to observe, with becoming decorum, the sanctity of the Sabbath?—I think so, certainly.

730. You think it may be safely left, without any legislation, or without any extra provision in reference to it, to the salutary influence of public opinion?—I think so.

731. As far as your experience has gone, may it not also be safely left to the opinion of those that are connected with the management of railroads?—I think very safely.

732. Mr. *Wallace*.] It has been given in evidence that, at present, there is no remunerating sum paid by the Post-office for conveying the mails along the Grand Junction Railroad; and it has been given in evidence that a remunerating price, and a profit in addition, is expected after the 5th February; was it contemplated, at the time the railway company was created, that any profit whatever should arise from carrying the mails?—Certainly; I had an interview with the Duke of Richmond on the subject, and he said, decidedly, that they had no wish to prevent our receiving a fair profit; that it was to be put upon a fair and equitable footing.

733. Seeing the mails are conveyed along all the turnpike roads of England free of toll, and that no remunerating profit is allowed in Ireland or in Scotland for the conveyance of mails to the road trusts in those countries, upon what principle is it expected that a profit is to be given by the Post-office for the conveyance of mails on railroads?—Because we give increased facilities: upon the same

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principle that the mail-coach is paid for taking the bags at present, I do not see why we should not be paid for taking the bags hereafter. If we make a road ourselves as a company, we surely are entitled, whether the Government use it, or whether the public use it, to be paid something for our trouble and expense.

734. Why should a railroad be allowed a profit upon carrying mails more than a turnpike one?—Because a turnpike road is kept in repair by the public, but ours is an exclusive road, and one which Parliament has sanctioned.

735. It is intended in the question to draw a distinction between a remuneration for your expenses in keeping the road in repair, and also for the locomotive power used in forwarding the mails, and a profit for the conveyance of those mails?—I should think it is almost impossible to say what would be a remunerating price; but we do not propose to charge so much to the Post-office as to the public.

736. The question refers to the principle, not to the amount?—I think myself that the principle is fairly borne out. Every steam-boat taking the mails at present is paid something for their expenses. The road is as much an expense to us as the locomotive power. We see no difference whether we employ our capital in a road and in buildings, or in locomotive power; we are equally entitled.

737. The question is limited distinctly to a calculation between turnpike-roads and railroads, and not to any other subject?—A turnpike road pays no taxes; a turnpike-road pays no poor-rates; a turnpike-road pays nothing in the way of expenses at all: it is protected from all those things which we are called upon to pay.

738. The question relates to profit, not to the expenses, and a remunerating price for those expenses?—I think myself that the case is totally different. Our capital is invested in making the road, and we have as much right to charge for the use of that road as we should have if our capital was employed in a house which the Post-office thought proper to take from us.

739. Have not all the turnpike-roads been made by the application of capital, on which the mails now run free?—I think not. I think all roads belong, *prima facie*, to the public at large. The public of each township are compelled to keep the road in repair; and although there are tolls upon them to pay for the road, still if the road is not in order the people whose land is in the township are compelled to repair it.

740. Mr. *Easthope*.] Is it not your opinion that the manner in which the two descriptions of roads are constructed are essentially different; is not the one constructed with public money, while the other is constructed with the money of a company of individuals?—Quite so. I should consider it a kind of tax upon us if we were compelled to let the mails go free; I should say it was an extra tax upon railroads.

741. Lord *Granville Somerset*.] When your company, or companies of a similar character, came to Parliament to apply for permission to take land to form those railroads, did you not contemplate the carriage of the mails as part of your probable profit?—Certainly.

742. Did not Parliament foresee at that time that you would charge certain rates for those mails?—Certainly.

743. Did Parliament take any view of the case but that you were perfectly entitled to charge a fair rate upon those mails, only restricting you in reference to them, as with reference to other passengers, to a certain rate of toll?—Certainly.

744. Therefore, in fact, it is Parliament that has recognized the distinction between your undertakings and turnpike roads, and not the companies themselves?—Certainly.

745. Lord *Lowther*.] Can you give the Committee a specific account of the actual cost of a special train at night going at a certain hour?—I would give it with the greatest pleasure in the world, but I do not believe that any two engineers would agree upon it.

746. Can the Committee have the opinion of two engineers?—Certainly; Mr. Locke is here, who is the engineer for the Grand Junction Company, and I am sure he will have great pleasure in giving any information that he can; but I should say, that between the company of which I am chairman, the Grand Junction, and another company, there is a difference of 60 per cent. as to the consumption of coke, and of course they can carry at much less expense than we can; the difficulty is to make any kind of calculation at present. I should say that if they would allow us to run a little time, I am sure that in twelve months' time

time we could give much more information than at present, and we should not want at all to bind the Post-office to anything; I, perhaps, ought to say that we are taxed very highly, higher than the coaches are.

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747. *Mr. Easthope.*] Have you any account of the payments you have made during five months, on account of the tax that is imposed upon you?—I have not any account of it.

Hardman Earle, Esq., called in; and further Examined.

748. *Mr. Wallace.*] AT what rate of speed do you consider it would be safe and certain to convey the mails along the Grand Junction Railroad?—I think it would be safe to convey them at the rate of 30 miles an hour in the day-time, when all is clear, and my reason for thinking so is, that that speed has been maintained now for a considerable length of time upon the Liverpool and Manchester Railway, without any serious accident having occurred.

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749. Are the gradients such upon the Grand Junction as would admit of such a rate of speed, both going and coming?—With an engine sufficiently powerful, certainly.

750. Then your calculation is, that the mails may be conveyed from Birmingham to Liverpool and Manchester, in about three hours and three-quarters?—Thirty miles an hour would be three hours and a-half; but then you must allow something for contingencies, half an hour for stoppages and taking in coke and water; because if they went light they would be obliged to stop for that. I will not pretend to say at what speed they may go by-and-by; but I do not conceive there is any danger in the speed of 30 miles an hour, or even more, while they are going; of course the faster you go the sooner you come upon anything that is upon the road, and the more likely you are to have an accident; but the result of our experience is, that something like that speed may be safely maintained.

751. *Lord Granville Somerset.*] Can you state what is your sharpest curve?—I think it is either seven-eighths of a mile or a mile radius.

752. *Mr. Loch.*] Has not the time of going between Liverpool and Manchester been enlarged of late?—It has.

753. Was the reason of doing so because it was unsafe, or because it was more expensive travelling at the greater speed?—There was a difference of opinion upon that at the board, and perhaps mixed motives determined the directors to do it.

754. *Chairman.*] Has the decrease of speed been considerable?—I should not think practically it has. The order is that it shall be extended; but when the weather is clear they come almost as fast as ever; the order was, that in winter time they should be an hour and a half, and at night.

755. *Mr. Loch.*] But in point of fact they travel nearly at the same speed as they did previously?—They do.

756. And no accident has occurred in consequence?—No accident has occurred. Last night I put down a few facts which it may be interesting to the Committee to know, with reference to the speed, as some people think we are going too fast, and that we are likely to have accidents; I have done it from recollection, but I think I am right. The trips performed with passengers on the Liverpool and Manchester Railway from the opening, in September 1830, to the present time, were 48,416, or 1,452,480 miles; the number of miles run with passengers on the Grand Junction; since the opening to the present time, were 118,398, that makes 1,570,878 miles on those two railways run with passengers. In the same time there have been run with goods 788,760 miles, making together 2,359,638 miles run upon these two railways with locomotives. The passengers carried upon the Liverpool and Manchester in that time for 30 miles is about 3,000,000, and on the Grand Junction about 100,000 for 100 miles, equalling 300,000 for 30 miles, making a grand total of 3,300,000 passengers carried upon those two railways; and during that time there have been only two fatal accidents. One occurred not very long after the opening of the railway, in a dense fog, when the succeeding engine ran up against the train and killed a young man who was in the last compartment of an open carriage. The other happened the other day through sheer carelessness of the engine-man; the coroner's jury brought in a verdict of manslaughter, and I believe the man has absconded. I am not aware of any other fatal accident that has occurred. Persons have been run over upon the road, but no passenger I believe has been killed but those two, and I am not aware of any persons having had a limb broken or a joint dislocated; I believe the extent of

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the injury has been a slight bruise. When there have been concussions, of course a passenger may be thrown out of his seat and slightly bruised. In the two fatal instances that have occurred, they were in coaches that had no buffa apparatus, which is a spring at each end of the carriage, to mitigate the shock. There were two carriages constructed, not belonging to the company, and, I believe that, had that apparatus been on, neither of those parties would have been hurt.

757. *Lord Granville Somerset.*] Have any misfortunes happened in the carrying of pigs, or other live stock?—We had one accident, in which a waggon with pigs was upset, and, I think, two pigs were killed; I am not aware of any other.

758. Would human beings have been carried in a carriage of that description?—Certainly not. The carriages that persons are carried in are much stronger, and much less liable to accident.

759. Supposing a person in his own carriage in one of the trucks, what defence has he in such a case?—The same as the others. The trucks are made as strong, and they have this buffa apparatus upon them upon the Grand Junction.

760. *Mr. Wallace.*] Can you state the average rate of the performance?—The average rate of the Liverpool and Manchester, before this alteration was made, and I do not think it is materially different since, including stoppages, was about 27 miles and a half an hour.

761. Would that be sufficient upon the Grand Junction Railway, to perform the journey within the time required by the Post-office?—The present rate on the Grand Junction Railway, supposing we do it in four hours and a half, is 24 miles and a half an hour, exclusive of stoppages.

762. You stated that you were connected with the railway from Lancaster to Newton, which will be a junction railway?—From Preston to Newton; it will be from Manchester to Newton in a few years, by a separate company.

763. Supposing a similar regulation were to be made as to Sunday mails from Lancaster, to prevent the mails travelling between 10 o'clock and four o'clock in the afternoon, and commencing at Lancaster, how would that affect the communication of the post from Lancaster to London?—Either the North Union Railway must break through that rule, or they must wait for the letters from Scotland.

764. In short, the conveyance of the mails would be interrupted?—Most decidedly.

765. Would the rule now in force, as to Sunday travelling between Manchester and Liverpool, have the effect of interrupting the mails generally, were the hours to be altered in Ireland and Scotland for sending the mails to London?—There might alterations certainly be made, that would oblige the mails to wait from 10 o'clock in the morning until four in the afternoon in Liverpool, if the bye-law of the Liverpool and Manchester is persevered in.

766. Are you of opinion that it is advisable that any company should have the power of making bye-laws, to prevent the mails going on Sunday onward?—I do not think any company ought to have that power.

767. You think it is inexpedient on public grounds?—I do.

768. *Mr. Loch.*] Has there been any opinion taken upon the legality of such a bye-law?—There has.

769. Has Sir William Follett's opinion been taken on it?—It has.

770. What was the purport of his opinion?—The purport of his opinion was, that the Liverpool and Manchester Railway was open to all persons on a Sunday as well as on any other day, and that it was not in the power of the directors to close it.

771. *Mr. Easthope.*] Do you think that the question, as it respects the decorum of the Sabbath, may be safely left to the influence of public opinion, and to the regulation of the railway conductors?—It is so extremely difficult to ascertain what the public opinion is upon a question of this kind, because it is not merely the inhabitants of Manchester and Liverpool and Birmingham who are concerned, but it is all England and Ireland and Scotland, and it is very difficult to ascertain what the public opinion is; but if the railway board were composed of certain individuals, if the whole towns of Birmingham, Liverpool, and Manchester were to sign a requisition to have trains started at a certain time on the Sunday, they would not allow it. They have a religious objection to it.

772. Have you observed the great proportion of coaches that rest on a Sunday?—Yes.

773. Have you observed the general decorum with which the Sunday is observed in all the towns of England?—Yes.

774. Is

774. Is that the case in your locality?—Yes; I think there is less travelling throughout the country on a Sunday, and we have fewer trains on a Sunday than on any other day. We have four only on the Sunday, and six on any other day.

775. Then do you think there is any doubt about public opinion safely regulating it, as it is obvious that the conductors of railways would not start trains without it paid them; and if they are not required by the public, and if Sunday travelling is discountenanced by the general consent of the public, will not the result be, that there will be no disposition to pursue it?—I believe that if it were determined that there should be no Sunday travelling, people would become accustomed to it, as they are in Scotland; and there would not be the same want for it. But my notion is, that the same means of locomotion should be afforded to people on the Sunday now that there are railways as there were before.

776. Lord *Granville Somerset*.] Do you contemplate the abolition of other means of public conveyance, namely, by post-horses and coaches, on the great lines of communication traversed by railroads?—They have been given up in many parts.

777. Then supposing all Sunday travelling by railroads were to be abolished, would it be in the power of any persons, however important, or however necessary their business might be, to get from one point to another under such circumstances?—It would be exceedingly expensive, and very difficult.

778. Would it not almost amount to an impossibility for a party, whatever the urgency of the occasion might be, to proceed from one point to another, if all railroad travelling were prevented upon the Sunday, and if also all other means of communication were abolished in consequence of the railroads?—It would be exceedingly expensive, and it might not be possible.

779. Is there not this distinction between the abolition of stage-coach travelling on the Sunday and the abolition of railroad travelling on the Sunday, namely, that in the one case, by means of expense, parties may still hire conveyances and proceed by posting, if the business is of an urgent nature to call for it; but if all the ordinary roads are, as it were, dismantled in consequence of the formation of railways, and the railroads were not to be allowed to travel on a Sunday, no party could proceed any distance, whatever the urgency of the occasion might be?—Yes; but I perceive you cannot travel on a railway on a Sunday without desecrating the Sabbath at some place or other; and I do not see why the religious feelings of the people at Stafford, or any other town on the line, are not equally to be respected as the religious feelings of the people at Liverpool and Manchester. When the communication is open between London and Birmingham, supposing we had a departure at six in the morning from Liverpool, we arrive at Birmingham at eleven; and my opinion is, that the Sabbath would be more desecrated by keeping 100 passengers in Birmingham, who arrive at eleven, till four in the afternoon, than in permitting them to go on the railway to their destination; but such would be the effect if they are not to travel during the hours of Divine service.

780. Mr. *Wallace*.] Would not a similar consequence follow the stoppage of persons coming by steam-packets from Scotland and Ireland?—Only last Sunday the Post-office boat did not arrive till it was too late to come on by the half-past six o'clock train, the consequence was that we had 60 or 70 passengers in the half-past 11 o'clock, all of whom must have remained till four o'clock in the afternoon, if there had been no train in the middle of the day.

781. Or proceed at a great expense?—Or proceed at a great expense.

782. Mr. *Loch*.] Has not one objection to transmitting the mail on a Sunday arisen from the whole of the establishment being kept from going to church?—That objection has been stated among others.

783. Might not that be remedied?—It is in a great measure remedied; we have made arrangements that one-half of the establishment only is to be there, and they take it in turns. I do not think that has been a very crying evil, and I am sure the Grand Junction Railway Company would go to any expense to allow their servants to go to church. It is not a matter of expense at all; they have looked at it as a matter of public convenience.

784. Mr. *Wallace*.] Public opinion has been adverted to in regard to Sunday travelling. In what way has public opinion really been taken upon the subject in any towns you are acquainted with?—The only manifestation of the public opinion that we have had upon the Grand Junction, was a requisition from a number of very respectable persons in Birmingham, and also at Manchester and Liverpool.

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We had a requisition, signed by a number of highly respectable individuals, desiring that we would not run the trains upon a Sunday.

785. About what number of persons?—I think about 25 or 30.

786. But no public meeting has been convened for the purpose of ascertaining the public opinion upon the subject?—There has been no public meeting.

787. Mr. *Easthope*.] In proportion to the importance of those requisitions, would it not be your opinion, that the question may be safely left to public opinion, and that the result would be, that only in cases of urgent importance would there be any travelling if the public opinion should set in very much against it, so that Sunday travelling would be confined to cases of importance?—I do not see how you can ascertain the extent of public utility, except by the use made of those conveniences. I do not know a better test than looking at the number of people that go by the trains. On the Grand Junction Railway there are many more people go at half-past 11, and at half-past two, than at half-past six on Sunday morning, and at seven in the evening.

788. Are there fewer or more upon the Sunday than on other days?—I think there are fewer; there are fewer trains.

789. And fewer passengers?—I think fewer passengers; the hours that appear most convenient for the people on Sunday, are half-past 11 and half-past two o'clock.

790. Both ways?—Both ways.

791. Lord *Charles Fitzroy*.] You have said that the expense of travelling by locomotive power is increased in the ratio of the increase of speed; can you state the proportion between the expense of going at the rate of 50 miles an hour and 30 miles an hour?—I do not think I can; I may revert to a piece of evidence, which has been already given by a director of the London and Birmingham Railway, that when the Liverpool and Manchester went rather slower than they do now, the locomotive power cost 1 s. 8 d. a mile, and now it costs 2 s. 4 d.; whether all that is to be attributed to speed, or from accidental causes, I will not undertake to say; it is certainly more expensive, in proportion, to go fast.

792. *Chairman*.] But you are not able to give the Committee any accurate account of the proportion which there is between speed and expense?—No, I cannot.

793. Mr. *Wallace*.] Has matter of expense entered at all into the delays which have taken place in transmitting the mails along the railroad between Birmingham and Manchester, and Birmingham and Liverpool?—There has been no saving of expense considered by the Grand Junction Company; they have sent two engines frequently, and would have sent them oftener when there was a heavy load, if they had had them to send.

794. But with regard to the mails, they really can be taken within the time, provided there is not too heavy a load taken?—I think they can; but I do not mean to say that there will not be occasional delays; I do not think locomotive power is brought to that perfection, that it can go with great speed, and yet have the same punctuality as a mail-coach.

795. At what expense would the Junction Railway Company be open to carry the mails within time, so that the delays and inconveniences, which have occurred, shall no longer take place, between this time and the 5th of February?—I do not think it is matter of expense; I think, that whatever you were to offer us, in the present state of our power, we could not do better than we are doing now; I mean to say this, that we have not spared expense on account of the very small sum that the Post-office have paid us; we have done as well as if we had been paid more, though we have lost a great deal by it.

796. At the same time you have been behind your time very frequently in the conveyance of the mails?—We have, certainly.

797. And that, in consequence of taking all the passengers which offered along with you?—That has been one cause, not the only cause.

798. *Chairman*.] Under the present system, you are able to stop your trains at different stations?—We stop at six different stations, where, I believe, the Post-office stops also.

799. Are you under the control of the Post-office with respect to stopping at present?—It was agreed that we should stop at all the principal stopping-places. We slacken our speed, and take up bags at other places.

800. Do you think that if the trains were completely under the control of the Post-office, that would make any material difference in point of regularity?—If the

the road was completely under the control of the Post-office, particularly if that power was exercised capriciously or arbitrarily, it might be a very great inconvenience indeed to the public and to the road.

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801. If the train was put upon the footing of a special train, and it was, with regard to its detention, completely under the control of the Post-office, do you think that would produce any material improvement in the regularity over the system which at present exists for the transmission of letters?—I do not think it would.

802. Lord *Granville Somerset*.] Do not you consider that it could not make any difference unless it completely interfered with the general traffic of the road?—I do not think it would. Of course, if you go with only one or two coaches, you would be more likely to be in time always.

803. Mr. *Wallace*.] Here is a return made to the House of Commons on the 3d of March 1836, which shows the cost of the conveyance of mails between Manchester and Liverpool for six years, four of which years are since the opening of the railway. In 1830, the expense was 223 *l.* 8 *s.* 3 *d.*; in 1831, 465 *l.*; in 1832, 535 *l.*; in 1833, 645 *l.* Can you account for the additional charge to the Post-office for conveying those mails?—I think that one thing is, that we pay a duty upon the guard. When they laid the duty upon the railways, we had to pay a duty per mile on the guard as a passenger.

804. Lord *Lowther*.] Does the mail go more frequently than it did in the beginning?—That may be the case.

805. Mr. *Baring*.] Do not you compound for the duty on the guard?—No, we do not compound upon the Liverpool and Manchester.

806. Not now, but did not you at first?—My impression is that we never did. We have never compounded since the Act was passed. They compounded with the smaller roads, but not with the Liverpool and Manchester.

807. Mr. *Wallace*.] This return shows that four mails are sent daily, and two upon Sundays, and that the same number went in the year 1830 as in the year 1833; so that the expense of carrying those in 1830 being 223 *l.*, the amount of 645 *l.* appears to be entirely a rise of charge by the railway company?—I do not think there has been any advance in the rate charged by the railway company; but there may have been more departures from Liverpool.

808. Mr. *Easthope*.] You do not remember whether the delivery of letters between the two places has been more frequent than formerly?—No, I do not. I have very little correspondence with Manchester myself, and therefore I cannot tell; but I should think the increased amount arises from that circumstance.

809. Lord *Lowther*.] When was the tax put on?—I do not know the precise time. On a passenger from Liverpool to Manchester it is about 4 *d.*; it is an eighth of a penny per passenger per mile.

810. *Chairman*.] Has your attention been called to a minute signed by the Duke of Richmond with reference to a communication which he had when he was Postmaster-general in the year 1833, with the agents and solicitors of the London and Birmingham and Grand Junction Railway Bills?—No; I was not aware that there was any minute of that kind.

811. You are not aware of any communication which took place between the agents of the Grand Junction Railway Bill at that time and the Duke of Richmond?—Yes, I am aware that something did take place.

812. Are you able to state to the Committee what is your understanding of the nature of that arrangement?—I had it only at secondhand. My impression was that they were to carry the mails upon fair terms.

813. Mr. *Baring*.] You were not present at any of the transactions or negotiations?—I was not present at any of them.

814. Mr. *Loch*.] Did not the Duke of Richmond press for some clause to protect the Post-office in the Grand Junction Act?—Yes, I think it arose out of that.

815. *Chairman*, to Mr. *Moss*.] You were present at that negotiation?—I was.

816. What is your understanding of the arrangement that was made between the Duke of Richmond on behalf of the Post-office and the Grand Junction Railway Company?—I should say decidedly that we should carry them upon fair and equitable terms. As far as I remember, those were the words of the Duke of Richmond.

817. Do you mean that there was no more specific agreement except those
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general expressions, "fair and equitable terms"?—I was not present when the negotiation with the London and Birmingham took place; I was merely present in the House of Lords along with Lord Sandon, when we saw the Duke of Richmond on behalf of the Grand Junction. He stopped our Bill in its progress through the House of Lords, and he pressed us very much to know what price we should charge, and we said it was impossible to fix any price; but it was understood that we should carry the mails upon fair and equitable terms.

818. Are you sure that no stipulation was made that the mails and guards should be conveyed on terms not exceeding the sum paid for the conveyance of other passengers and packages on the railway?—I should say certainly not, according to my recollection.

819. Mr. Baring.] Have you no recollection with respect to any agreement which the company entered into, not to oppose any future general Bill that might be introduced containing provisions with respect to all railways?—No, I think that the Duke of Richmond remarked that they could be brought before Parliament again, in case they were unreasonable; it was merely in the lobby of the House of Lords.

820. Did not you see the clauses which were proposed by the duke?—No, there were two Bills that went through the House; we did not form part of the London and Birmingham; our Bill was stopped in the House of Lords, and we merely saw the duke in the House of Lords.

821. Who was the solicitor for the Grand Junction Railway at that time?—Swift & Company, and Barker & Sons for the London and Birmingham; I think they went down to the Post-office and had an interview with Mr. Freeling.

822. Mr. Baring, to Mr. Earle.] With respect to the tolls; what tolls do you charge now upon the Liverpool and Manchester?—We have no passengers that pay merely toll, the toll is included in the fare.

823. Do not other locomotive engines travel on your railroad, that do not belong to the company themselves?—So they do, but not for passengers; it is for goods.

824. What toll do you charge upon goods?—There are none between Liverpool and Manchester that pay toll, but there are between Bolton and Liverpool, and I think the charge is 2 s. a ton for 19 miles.

825. Is that the maximum?—No, I do not think it is.

826. Can you state what would be the maximum?—I think the toll for the whole distance would be 5 s. It is different for different kinds of goods.

827. Can you state upon what calculation this toll has been charged?—I do not think it is any particular calculation.

828. Not for the payment of any wear or tear of the road?—No; it forms a very inconsiderable item of the whole. I do not think that could be selected in the way mentioned.

829. You do not think you could make any calculation of that kind?—No, I do not think we could; because if it were all abstracted, it would not probably make any appreciable difference in the wear and tear of the road.

830. It has been stated that your profits upon the road were as toll collectors, not as carriers?—The reason of that is that we charge less than we are entitled to charge by the Act, and if we were to put to the carrying account our full toll, our toll account would be a very good one and our carrying account a very bad one.

831. You do not distinguish in your accounts between what you receive as toll collectors and what you receive as carriers?—No, it is a mere calculation that anybody can make.

832. Would not threepence a ton for toll be more than would be absolutely necessary to pay the additional expense of any particular carriage running over the road?—Probably it might.

833. Supposing the railway company were to charge beyond what might be considered fair terms, the only check at present existing is for the Post-office to run its own carriages, paying the toll?—Yes.

834. And supposing you were to charge the maximum tolls, you would charge, as between Birmingham and Liverpool, about 17 s. a passenger?—Yes.

835. Then they would have the protection of not being obliged to pay more toll than 17 s. for each passenger?—Yes.

836. You are aware that upon the turnpike roads the mails run toll-free?—Yes.

837. What would be the effect of permitting the mails to run toll-free upon your railway?—There is no toll upon the engine itself in the Act.

838. Nor,

838. Nor, of course, upon the men managing the engine?—I am not aware; H. Earle, Esq.
that might be a legal question, perhaps.

839. Do you pay the King's duty for the men who manage the engine as passengers?—No, we do not. 14 December 1837.

840. Then they would hardly be considered as passengers in the eye of the law?—Probably not.

841. Then the tax would be upon the persons employed for the conducting of the mails?—I do not consider that anybody could run an engine without paying the company at all; it would be a clear evasion of the Act.

842. Lord *Lowther*.] Could not they be charged by weight, upon the weight of the engine?—Clearly.

843. Mr. *Baring*.] They would pay upon the letters?—Yes.

844. And upon the mail-guard?—Yes. I think they would be obliged to pay more than that; it would not be reasonable. I do not suppose they could enforce it in law to run an engine backwards and forwards, and wear out our road and pay no toll for it.

845. You have said that you have no means of ascertaining what a fair payment for wearing out the road would be?—No; but we know what the maintenance of the way costs us one year with another, or rather what it will cost us, judging from the Manchester and Liverpool.

846. But you say that the tolls have not been charged with reference to that?—Certainly; we have not charged the full toll, but toll is charged in the fare of the passengers.

847. But, with reference to those engines which do not belong to yourselves, you were asked whether the full toll was charged in respect of the wear and tear?—No, because they take a load which pays us; but if they were to run their engines backwards and forwards without taking a load that paid us, we should stop that soon.

848. Do you mean by raising the toll?—If they took no load, there would be no toll to pay upon it; but we should take some means to prevent persons running an engine backwards and forwards without paying any toll upon it.

849. What means could you take?—Under our Act, I think we might make a bye-law that no engine should go without paying something; I think it is only reasonable, and I think the courts of law would relieve us.

850. Mr. *Greene*.] In charging the tonnage upon goods, you place the heaviest amount of toll upon the articles that, from their value, will bear that additional tonnage?—Yes, that is the principle.

851. Lord *Lowther*.] Do any means occur to you for getting a recompense upon an engine that went backwards and forwards alone, without coming to Parliament for a new Act?—I am not sure; I do not pretend to give an opinion upon the law of the question, but it never could be contemplated that persons should pass an engine over the road without paying for it.

852. Lord *Granville Somerset*.] In addition to the mere wear and tear of a railroad, the parties composing the different companies that form the railroads anticipate some interest for the outlay of their capital?—Certainly; the communication between Liverpool and Manchester and London will cost not less than seven millions of money.

853. Mr. *Easthope*.] You have not received any interest at all yet from the Grand Junction Railway?—Not a shilling.

854. Do you know the average time of the advance of the money without interest?—It was begun three years and a half ago.

855. *Chairman*.] Is it not the fact that, by the Act regulating the Liverpool and Manchester Railway, you were obliged, in the case of your profits amounting to more than 10 per cent. upon your tolls, to give the benefit of any surplus that may exist to the public?—Yes.

856. There is no such clause affecting your profits as carriers, but merely as relating to tolls?—Yes.

857. Will not that circumstance render it necessary for you to keep a separate account of your profits as carriers from your profits as toll receivers?—We have thought the thing so remote, it has not been worth considering. It is a very long way off.

858. Mr. *Easthope*.] What do you divide?—We divide upon the whole amount expended about 7½ per cent.

859. Do not you pay more upon the shares?—Yes we have divided 10 per cent.

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cent. ; but we have funded our debt since that, and created shares, which brings it to about $7\frac{1}{2}$ per cent. upon the whole money.

860. Lord *Lowther*.] Has there been any dividend upon the Grand Junction?—Not yet.

861. Lord *Granville Somerset*.] What money have you borrowed upon the Grand Junction?—£. 460,000.

862. What is the original capital?—£. 1,140,000.

863. Lord *Lowther*.] At what price are the shares in the market?—At 114*l.* or 115*l.* premium.

864. Mr. *Wallace*.] Is not there a dividend intended to be made very shortly?—We expect to make a dividend shortly.

865. Are you restricted to 10 per cent.?—No; we have no restriction.

866. The amount of the dividend is not yet known?—It is not known; I suppose it will be about 5*l.* for the half year.

867. Would it make any difference in the expense of conveying the mails that they should be taken by a third-rate carriage, as you heard the treasurer of the Kingstown and Dublin Railway say that the mails are there taken now, by a third-rate carriage in place of a first-rate carriage?—No; I do not think the carriage would make any difference. If you have a separate and entire carriage for the mail, of course it would make a very considerable difference.

868. *Chairman*.] What rate does a gentleman's carriage now pay which occupies a platform and four wheels, for going from Birmingham to Manchester or to Liverpool?—Three pounds or three guineas.

869. You charge the Post-office for a vehicle of something of the same kind 5*l.*?—Yes, I think that was the proposal; but then there are passengers in a gentleman's carriage, who pay 15*s.* each besides.

870. But suppose a gentleman's carriage has no passengers, or only a single passenger, should you charge more than 3*l.*?—No, we take our chance of that.

871. Then is not it laying a high charge upon the Post-office, who would be constant customers, to charge them 5*l.*, charging a carriage only 3*l.*?—No, I think not, for this reason, that if any gentleman were to come with his carriage, and say, I want to go by a particular train at a particular time throughout the whole year, we would not make an agreement with him at all; we would say, if our train is running at the time we should be glad to take you, but we would not bind ourselves.

872. But in the case where 5*l.* is charged to the Post-office, is it not also the fact that the Post-office has not the direction of the trains, but takes your time, and merely uses your train, starting at your own time?—We think the charge for gentlemen's carriages is exceedingly low; there is but one opinion about it at the board, that it is one of the lowest things we do.

873. Lord *Granville Somerset*.] In taking gentlemen's carriages, do not you frequently have them filled with passengers, for whom the full rate is paid?—Yes; if they go in their own carriage they only pay 15*s.*, and if they go in the train they pay a guinea.

874. Or they may pay 24*s.* if they go in a first-class carriage?—Yes.

875. Mr. *Easthope*.] Are you aware of what the practice is generally as to going in their own carriage or in yours?—I think the majority go in their own carriages; it is quite as safe and rather cheaper.

876. Why would not you contract with a gentleman to go in his own carriage every day that you pass the train?—We would contract; but supposing we wished to lay down a train, and we were bound to go merely for a gentleman's carriage, it might be a great loss to us.

877. Have not you trains that go at various hours in the day?—Yes; but we wish to give up those trains sometimes; but we are bound by the Post-office to continue them. The night trains, for instance, we should wish to discontinue.

Joseph Locke, Esq., called in; and Examined.

J. Locke, Esq.

878. *Chairman*.] YOU are a civil engineer?—I am.

879. With what railways have you been connected?—I have been connected more or less with most of those that have already been constructed; the Liverpool and Manchester, and the Grand Junction particularly, and at present the Southampton, and the Lancaster and Preston also.

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880. Are you at present engineer to any railways?—Yes, I am; to the Grand Junction, the Lancaster and Preston, the London and Southampton, and the Greenock and Glasgow. Those I am connected with at present.

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881. As engineer, have you been consulted in the negotiations which have been going on between the different railway companies and the Post-office?—Only with respect to the Grand Junction.

882. You are aware then of the terms upon which the Grand Junction Railway Company expressed themselves willing to treat with the Post-office for the conveyance of the mails?—Yes; I think I know the terms generally; I have read most of the proposals that have been made on either side.

883. Does it appear to you that it would be easy to come to some fair general arrangement between the company and the Post-office?—No; I think it is very difficult.

884. Does that difficulty arise from the impossibility at present of knowing what will permanently be the expense incurred by the company for the service which is required to be performed on the part of the Post-office?—That is one of the reasons; but I think there will always be a difficulty in the railroad company making the passengers subservient to the Post-office, if such be required by the Post-office. I allude now more particularly to detaining trains for a quarter of an hour, or half an hour to an hour, in the event of a certain mail not having arrived in time. I think the passengers would complain of that.

885. You think that passengers would be less likely to resort to trains, whose departure was uncertain, than to those whose time is fixed and known beforehand?—Yes; and I think it is so desirable to be punctual in the starting of all railway trains, that the want of that punctuality would make it less desirable than it otherwise would be.

886. But supposing the whole line of railway to be complete from London to Manchester, you anticipate that there would be much variation in the times of starting and of stopping of the trains used for the purposes of the Post-office?—Yes; I believe that the locomotive engine is not yet in that state of perfection to justify one in hoping that perfect regularity would be maintained for the next 12 months, or even longer.

887. Supposing the whole line to be completed, why should the irregularity be greater in the case of a train employed in the service of the Post-office than in the case of a train employed for passengers in the ordinary manner?—It would not be more, but the same. If we were to start trains from Birmingham, we should not be subject to wait for trains from London; but if we were compelled to wait for those trains, passengers sitting waiting in a cold day might complain of it.

888. If the whole line of railway was completed, would not it be natural and expedient that upon passengers arriving at Birmingham, whether coming by a train employed by the Post-office or by another train, there might be trains ready to take them on to Manchester, if they desired to go on, without waiting?—It is desirable that they should; but if a train be half an hour behind time in arriving at a particular point, they have no right to expect a train to be in readiness to take them on immediately; there might not be a sufficient number to render it worth while.

889. On the other hand, do not you think that the certainty which a passenger starting from London, and desirous of going to Manchester, would feel that if he went by a Post-office train, when he arrived at Birmingham, he would immediately find another train to take him on to Manchester, would be a motive with the passenger to give a preference to the Post-office train?—I do not doubt that the Post-office train might be as favourite a one as any other, but there would be the same irregularity with the Post-office train as with any train belonging to the company. I do not think it would be worse with the Post-office train than with any other train, but still passengers would be liable to be detained at Birmingham if they were half an hour behind the time, unless the train starting to the north were detained half an hour.

890. Would it not be for the interest of the company to take care that passengers coming by the train to Birmingham might find, without delay, a train going on to Manchester?—It would, certainly, but it might happen that the number coming from London would not justify them in starting a train at the instant, the train which should have taken them on having started at the proper time. I want to draw a distinction between a train running from London to Manchester, and

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a train sent from London to Birmingham, to fit in with another train which starts at a precise time. The train being half an hour behind its time renders it necessary that they should either wait for another train at a later hour, or that the train which should have started at the proper time should have been detained.

891. In the case of coaches, is not it found by coach proprietors expedient to take care that passengers arriving by one coach at a place shall find, as soon as possible, a coach starting in the direction in which they are travelling, without waiting to see whether that coach does or does not fill upon a particular day?—Certainly; it is the general way of transacting business of that kind.

892. Would not that principle apply in the case of railroads?—Undoubtedly.

893. Mr. *Baring*.] For example, at Southampton and at Portsmouth, do not you know that the coaches wait for the steam-packets from the Isle of Wight?—I have no doubt of it.

894. Lord *Granville Somerset*.] Can you state what proportion of the traffic you expect to go all the way from London, as compared with that which will come to you collaterally?—I think that there will be from London to the north, taking Manchester and Liverpool and all the north of England together, as many passengers as would justify two or three trains per day to run directly through.

895. What proportion of other traffic would you expect besides that?—There are now six trains; that would be one half; but I do not include in this the shorter fares between Birmingham and Liverpool; but I think there would be as many coming from London to the north as there are from Birmingham to the north.

896. Mr. *Wallace*.] At what hours do you expect it would be convenient to start those three trains that would go from London all the way through?—I can scarcely tell; the day trains are generally most preferred; there would be of necessity a night train for the Post-office, but the other two should be in the daytime.

897. Have you any opinion as to what hours in the day?—I should say from seven o'clock to 10 or 11 in the forenoon. I am speaking now of what I think would suit the generality of travellers. If I were going myself to Liverpool, I think I should prefer going at 10 or 11, by which I should get to Liverpool that night.

898. In case of those trains going through to Liverpool, you would then dispatch a train from Birmingham before the London train came up?—Certainly; I would not book passengers at Birmingham to go on by that train, except subject to there being room. I would make them special London and Liverpool trains.

899. Then the inconvenience you have stated would not apply to those trains?—Certainly not to those trains.

900. Mr. *Easthope*.] You were understood to say that you consider that great punctuality in starting from the termini of the trains would be required by the public; that you would be exact in starting from Liverpool to London; that Birmingham being a large place, would require to have original trains of its own; and that you would not oblige a train that started from Birmingham, for example, at 10 o'clock in the morning, to wait for a train that came from Liverpool, and which ought to arrive at 10; suppose it did not arrive till half-past 10 or 11, do not you think there would be great inconvenience in obliging a train that is fixed to start at 10 from Birmingham to remain at Birmingham till 11, till the Liverpool train should have come up?—I think it would be a great inconvenience and a great subject of complaint.

901. *Chairman*.] Do not you think, with reference to the case which has been just put to you, that when the railroad comes into full operation, it would be for the interest of the company to have original trains starting from Birmingham to London, and also to have trains fitting in to one another in point of time, which would enable passengers to go without detention the whole way from Liverpool to London?—Certainly; but in a great town like Birmingham, if you have 100 persons waiting to go by a train, all sitting in the carriages, and the regular train does not come for half an hour or three quarters of an hour, that is a subject of complaint by those persons.

902. But you have expressed an opinion that it is probable that it would be desirable to have a series of trains that would enable a passenger to go the whole way without detention, either from London to Liverpool or from Liverpool to London?—No doubt of it; that is my opinion; two series of trains.

903. Mr.

903. Mr. *Easthope*.] Do not you know that it is the opinion of those that have the conduct of railroads, that in such cases it would be expedient to insure punctuality of starting at the intermediate place, and not to oblige them to wait. For example, suppose the Liverpool train were fixed to come into Birmingham at 10 o'clock, or a quarter before 10, and that by some accident it did not arrive until half-past 10, is it not considered advisable by the conductors of railroads that the Birmingham train should start at its time, and that the passengers coming by the Liverpool train should take the earliest train afterwards to pursue their journey?—Yes, and for this reason. The train for London, if it were behind time half an hour would be a very unpopular train between Birmingham and Liverpool, because it would be half an hour behind time at every one of its intermediate stations, and the public would much rather depend upon a train that started from Birmingham at the proper time.

904. Mr. *Greene*.] But you have already said that it seems to you probable that there would be necessarily three trains a day passing the whole length from London to Liverpool, independent of the Birmingham trains?—I think so.

905. Then why cannot the Post-office communication be carried on by means of such trains as those?—I think it should.

906. Mr. *Wallace*.] At what rate of speed do you contemplate the journey will be made from London to Liverpool?—My own impression is 10 hours, five hours and a half from here to Birmingham, and four and a half to Liverpool. It is about 20 miles an hour, including all stoppages.

907. Mr. *Loch*.] Do you think that is the greatest speed that can be attempted with safety and certainty at the same time?—Perhaps not the greatest, but I would not undertake to guarantee to the Post-office much more than that speed at the present day. According to the present construction of the roads and the engines I do not think it would be desirable to guarantee so much as we do upon the Grand Junction now. I think 22 miles an hour is as much as we can guarantee.

908. You think you can guarantee 22 miles an hour?—Yes, I think it might be done; but it would be attended with more expense.

909. Mr. *Wallace*.] Do you speak of day or night?—I speak of day.

910. *Chairman*.] You think that 20 miles an hour might easily be guaranteed?—Yes, I think it might.

911. Mr. *Wallace*.] How many miles at night?—I think 20 miles an hour might be guaranteed in the night if you have not many trains, and there were not many passengers changing at the stations. One great cause of delay arises from the taking in and setting down of passengers at stations, and the taking in and setting down of carriages. One carriage is to stop at Stafford, and another at Wolverhampton. You lose five or ten minutes by such circumstances as those. Now if we are liable to this in carrying the mails by the trains, of course the railway company could not guarantee the delivery of the mails without allowing half an hour for such purposes as those.

912. Mr. *Wallace*.] Might it not be desirable to take into consideration the expediency of sending with the mails only passengers, and not carriages at all, so that the mails and passengers should go together without those interruptions?—That depends upon whether you could get such a number of passengers to travel by the mail trains as to render it desirable to send an engine with them. If you could get 40 or 50 passengers it would be a profitable train, and it might be done.

913. Mr. *Easthope*.] Is it your opinion that from the present immature state of railroads, and the imperfect knowledge of those who have their management, that all the parties are not in a condition to make any positive stipulation, or any legislative arrangement for the conveyance of the Post-office bags; and that the railroads, as well as the public, will be in a much better position for forming permanent plans a year or two hence?—That is quite my opinion. I think we want information upon the subject. The railroad companies want information as to the expense; and it also requires some consideration as to whether the public might not have some ground to complain if they were detained in the mode I have mentioned. If that can be obviated I think the public could not complain; on the contrary, they would require the greatest facility to be given to the Post-office.

914. From your knowledge of the conductors of railways, do you think they would object, in the intermediate time, to come into some such arrangement as this with the Post-office; for the Post-office to choose one arbitrator, and the companies to choose another, and those two to choose a third?—As far as I have had

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communication with parties with whom I am connected, I am sure they would willingly agree to any such plan upon the ground of not wanting anything but an equitable settlement of the question; I believe they would give all the information they possess, and ask nothing more than it really costs.

915. Do you think that the conductors of existing railways, and of those which are expected to come into operation the next year, or the next year and a half, would, in answer to any application from the Post-office, readily come into that arrangement?—I could not answer as to that; I think in the case of the London and Birmingham, who have expended so large a sum of money, they would be more likely to look to profit than other companies, who have not spent so large a sum of money.

916. Would you recommend that that kind of application should be made by the Post-office to the companies?—They could not be wrong in doing that; and I think that the railway companies could not be wrong in making that arrangement for the present.

917. And you think its reasonableness is so manifest, that the companies would not be likely to object to it?—I think not.

918. *Mr. Wallace.*] You have heard the evidence respecting the causes of the delays in conveying the mails, which are attributed generally to heavy trains being attached to the engines; would you be inclined to suppose that the weight of those trains has caused the accidents to the engines?—No; on the contrary, I think that the heavier the train and the less the speed, the less liable you are to accidents. The accidents we have had have arisen more generally from having a light train, and going very fast.

919. Does not the weight of the trains tend to produce delays?—Yes, it may cause a delay of a quarter of an hour or 20 minutes in the whole time, but the great delays have arisen from breaking an axletree, or some other cause arising out of very high speed.

920. *Chairman.*] Does very high speed greatly increase the wear and tear of the railroad?—Yes, it does, both of the railroad and the engine. The difficulty of ascertaining the cost of conveying at different speeds arises not so much from the wear and tear of the engine, and of the road, but from accidents. An accident is more likely to occur with a high speed than a small one, and if it does happen, the consequences are more serious. You lose 500*l.* in smashing a carriage to pieces; and those are things which must not be omitted in calculations of this kind.

921. *Mr. Wallace.*] Can you account for so many engines having broken upon the Grand Junction Railway?—Yes, I can; the chief defects are in the breaking of the front axles of the engines made by a particular manufacturer, and those axles were admitted by the manufacturer to be bad iron. I know from the person himself, that the manager of the iron-work from whence the iron came inspected the axles, and admitted that the iron had been overburnt, and that it had made it very brittle. I could give the Committee the names of the parties if they wished it.

922. *Mr. Greene.*] Do you apprehend, then, that the increased expense from increased speed consists rather in the liability to great accidents than in the actual destruction of the rails by tear and wear?—No; there is greater destruction both of the engine and of the road; but if I was making a calculation as to the difference of cost between one velocity and another, I should not omit the consideration of the increased liability to accidents on the road.

923. Are you able to estimate what is the increased cost of a high speed as regards the wear and tear upon the road?—No, I am not.

924. *Lord Granville Somerset.*] You cannot give the Committee any particular information as to the cost of any of the great articles of expenditure, either as to locomotive engines or as to the railroad itself?—Not at present. I have sat down with paper and ink, and I have gone so far as to come to guessing, and I am determined not to put my name to anything upon the subject at present.

925. When your railway was in Parliament were there not calculations offered to Parliament both as to the expenditure and as to the receipts?—Yes.

926. What data did you go upon, in the case of the Grand Junction Railway, in forming your calculations as to the expenditure for keeping the road in repair?—At that time, and in fact since that time to the present day, the prevailing practice is to look more at the experience of the Liverpool and Manchester Railway than to depend upon calculation. The principle which has generally been adopted during the last three or four Sessions is either one-third of the gross receipts or one-half,

half, depending upon whether the great amount of income is to be derived from passengers or from goods; and I believe in this case we took the expenses at one-half the income.

927. Upon what principle have you, or has any other person in your position, suggested 50 per cent. as the probable annual expenditure?—Because that is the approximation to the annual cost on the Liverpool and Manchester.

928. And for no other reason?—I believe that the Manchester and Liverpool cost rather more than that, but taking into consideration some expenses upon the Liverpool and Manchester, particularly the warehouses, which would not attach to another line of railway, 50 per cent. was considered a proper amount.

929. What, in your experience, has been the cost of keeping up the Grand Junction Railway?—That is very difficult to answer, but our contractors who made the road are bound to maintain it for 12 months, so that the keeping in repair the railroad does not at present fall upon the company, except in the amount that they have at present to pay to the contractors, but I believe it will amount to about 150 *l.* per mile per annum.

930. Supposing you were recommending a railroad scheme to Parliament, would you take the 50 per cent. as the datum of expense or not?—It would depend very much upon what the income was derived from; if there was a considerable proportion of passengers I might take 33 or 40. I have made some variation between 33 and 50, but I have always been between the two.

931. And that you believe is the extreme fluctuation dependant upon circumstances of the probable annual expense?—That is my opinion; but that opinion is formed from the Liverpool and Manchester entirely. In the course of another year or two we shall have also experience of the Grand Junction, which will give us more accurate information.

932. With regard to the engines and other articles for locomotive power, how have your calculations been made in your former estimate?—I believe there has been very little difference hitherto in the locomotive power. I think we consume perhaps rather more coke than I expected, but the performances of the locomotive engines have quite equalled my own expectations. I think we have done far more in opening our 100 miles in length than we could have expected; for running 100 miles with one engine, and running 30 miles are very different, and we find in the engine a totally new set of diseases. That which would do very well for an engine from Liverpool to Manchester begins to fail before it has gone 100 miles, and we are finding this out daily; we are remedying the daily inconveniences which we find, and in the course of six months, or less, we shall have rather more experience.

933. Is that another reason why it would be rash to give a positive opinion as to the expense at which you can carry the mails or passengers?—No; it is not so much as to the expense as with respect to avoiding delay. Instead of having an engine to fail for want of a bolt or a nut, we shall, probably, after a little experience, get rid of all those delays. The great expenses, such as the consumption of coke and the wages of men, and so on, will remain as they are, but we shall get rid of the causes of delay to which we have hitherto been subject.

934. *Chairman.*] Would not the employment of two engines to a train greatly increase the probability of accuracy in keeping time?—I think it would; but I know a case in which two engines was a positive hindrance; because anything happening to one engine, and that being the first engine, and not being able to keep out of the way, it becomes a hindrance to the other, and that also becomes useless.

935. *Lord Granville Somerset.*] Would you, therefore, prefer dividing a heavy train into two?—No; I would have stationary engines waiting along the line, and if anything happened, and the train was behind its time, the order would be for that engine to run out. I prefer that to having an additional engine to go with the train, as being cheaper, and I think more safe.

936. Would not you think it your duty always to have a greater locomotive power than the load actually required?—Yes; we often go with a locomotive power that could carry twice the load. I have myself come to Birmingham with 10, 12 or 13 coaches within the time, and upon other occasions I have been behind time with only seven coaches. We have that power with the engine that we can exert it just as we please up to a certain limit.

937. Do you mean to state that there has been any instance in which delay has arisen from the want of sufficient power?—No; there are times when we have

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a strong head wind, and when, if we had power enough, we could force through the wind, and that occurring with a heavy train, renders of course the engine less equal to the load.

938. Then your answer would show it to be impossible to be always sure that you have sufficient locomotive power?—I am far from thinking that we shall always be sure; there must be states of the weather, and there will be circumstances which will render delays quite unavoidable.

939. Whatever be the amount of locomotive power that you attach to the train?—Yes, I think so.

940. Lord *Sandon*.] Are you not able to anticipate some circumstances of weather before the engines start, such as wind and moisture on the rails, which would induce you to put on a greater power than usual?—Certainly we might, for this reason: having engines stationed along the road every 20 or 30 miles, we could send one of those engines upon an incline, to assist the carriage, and then to come back again, and by that means we should be able to get over the worst part of the road, and to maintain our speed.

941. Lord *Granville Somerset*.] But supposing you apply this increased power, of course, *pro tanto*, it is an increase of expense?—It is.

942. And to keep this power always applicable to such circumstances as change of weather may produce, of course you must make a greater charge than if you were not obliged to keep up that additional power?—Certainly; but in the management of a great railroad, 100 miles in length, I think the company must keep up the power, whether they are remunerated for it or not.

943. In that way you carry the load with less expense than if the Post-office were to set up an establishment of their own?—I am quite sure that we could carry it for the Post-office for less money than they could carry it, even if they had no toll whatever to pay.

944. With regard to the statement of expense being formed upon the experience of the Liverpool and Manchester, is your Grand Junction Railroad formed upon the same principles as the Liverpool and Manchester?—Not exactly. The embankments are rather wider, and we have a protecting mound; but the Liverpool and Manchester are doing the same thing; they are putting protecting mounds, and widening their embankments.

945. Did not the Liverpool and Manchester originally lay down lighter rails?—They did; they are now substituting heavier rails.

946. Do you conceive that that is economical in the long run?—Certainly.

947. Is the distance between the sleepers the same in the two railways?—Our distance on the Grand Junction Railway is four feet. They were originally, on the Liverpool and Manchester, three feet. They have now gone to three feet nine, and in some instances to five feet.

948. What is your opinion of the comparative expense of the two methods of laying the rails, with reference to wear and tear?—My opinion is, that the long bearing with the heavy rail will be maintained at the least expense, the least number of supports with a heavy weight of iron.

949. Do not you consider that all those different considerations must be taken into account in estimating the annual cost of a railroad?—Certainly; but I should have very little difficulty in ascertaining the cost of a railroad, if I had the number that travelled each way per day, the price attached to them, and the speed they travel.

950. But you could not lay down any one particular railroad as an example, by which the cost upon other railroads could be calculated?—Certainly not; because whenever the trade varies, the cost must be a greater proportion upon one than on another.

951. And the original formation of the railroad, and the nature of the ground, and all the various circumstances belonging to different lines, must be taken into account?—Certainly.

952. So that no general rate could be laid down at which, with justice to the country on the one hand, and to the proprietors of the railroads on the other, the cost could be stated?—I think it could not.

953. It must vary according to the particular circumstances of each particular line?—I think so.

954. And the distance to be carried, and the speed?—Yes.

955. And the circumstances of night and day?—Yes.

956. All those must enter into the consideration before an adequate remuneration

tion on the one hand, and not an excessive one on the other, could be ascertained?—That is my opinion.

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957. *Chairman.*] To what do you attribute the indisposition that has been manifested by parties not connected with the railway companies, to become carriers upon the railroads for the conveyance of passengers?—I do not know, unless it arises from the great capital that is required. It requires a very great capital to find power and carriages to supply any railroad of moderate extent, such capital as few persons would be disposed to invest; and particularly in the present want of information upon the subject, few persons would venture upon any such speculation.

958. It would require, on the part of the Post-office, if they engaged in the conveyance of the mails, the employment of a very large capital?—I think it would.

959. Would it require a great establishment of their own?—It depends upon the extent; for a train merely to convey one mail a day, the establishment required would not be so large as if the public became carriers upon the railway. For example, take the case from here to Liverpool: they want an engine to run between London and Liverpool; if they are to have the same certainty in their deliveries that the railway companies have, they must have 10 engines more between here and Liverpool stationed, in case of accident. Now, that would be a very serious expense upon one or two trains, and unless they run 10 or 12 trains per day, the expense of those spare engines would be so great, that they never could get any profit upon it; any person taking a certain line of railway, to work it economically, should have the whole trade of passengers, otherwise two extra sets of engines would be required to be kept as spare engines.

960. Supposing locomotive engines and railroads to be introduced generally throughout the country, it would of course require enormous capital and an immense establishment on the part of the Post-office to become carriers upon several of those railroads?—It would require very great capital.

961. *Mr. Loch.*] If a number of different persons were to establish locomotive engines upon a railroad, the amount of capital required would be much greater than if it was in the hands of one?—Clearly.

962. *Mr. Baring.*] You have stated that in your opinion it would be impossible to fix any one general rate of toll for different railroads; are you aware whether, in fixing the tolls upon the different railroads, those circumstances that you have adverted to have been taken into consideration, or has the sum been fixed without any accurate calculation?—I know several cases in which calculations have been made, and in which not only the cost of working the line, but the tolls, have been fixed upon higher rates, in consequence of it being required to make it a profitable line. There are several Acts of Parliament for much higher tolls than others, arising, in the first place, from the peculiarities in the construction of the road, and, in the next place, the want of a larger amount of traffic to make it remunerative without.

963. Do you think that the tolls fixed by Act of Parliament, have been fixed by reference to all those circumstances, or have they been fixed without proper consideration?—I cannot suppose that Parliament has done it without proper consideration; I have no doubt it has been properly put in, because the parties who promote these measures know that certain tolls are requisite to make it worth working; and there is always a difference between the maximum toll and that which is charged by the railway company, which enables one railroad to charge less or more than another; one company has the power of charging the maximum, to enable it to make five per cent, and another does not charge the maximum, so that there is a margin left between a good concern and another.

964. Do you mean that the maximum in the different Acts has been varied with reference to those circumstances only, or has the maximum been a general maximum that would cover the cost?—No; if it were so, the maximum would be the same in all cases, which it is not. I have seen great variations in the maximum rates.

965. And that variation has been made, you think, upon good grounds?—For those I have named, I think so.

966. *Lord Sandon.*] Have not the parties generally made a calculation of the expense to be incurred in forming a road, the amount of traffic to be expected, and the amount of toll upon that expected traffic, which make out a probable state-

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ment of expected profit?—Yes; that has been required by Parliament, during the last one or two sessions, to be given in evidence.

967. Do you consider that fog and snow, as well as wind and moisture, will make a difference in the punctuality of carriages upon a railroad?—Yes, I do, I think it will make a very considerable difference, but the difference there, would not arise from its being necessary to take precautionary measures in case of fog.

968. Should you be able to travel with security at the same rate in fog, as in clear weather?—Certainly not; not with the same security; you might travel without accident, but not with the same security.

969. Have you yet had the experience of the effect of snow upon the Liverpool and Manchester, or any other railway?—Not to any extent; we have had snow, but not so as to totally stop the railroad.

970. Has it had much effect in retarding speed?—Yes, certainly; an hour or two frequently has been lost between Liverpool and Manchester; that would make, in the same proportion, half a day difference between Birmingham and Liverpool.

971. Is that from slipping or actual obstruction?—From the slipping of the engines, arising from the pressure of the snow upon the rail, the snow forms a piece of ice between the engine and the rail, and you cannot progress.

972. Then it is from that cause, and not from the obstruction offered by the mass of snow?—Not from the obstruction, but it prevents its biting upon the rail.

973. Would that be cured by an increase of power?—No.

974. Can you devise any scheme of remedying that by throwing sand upon it, or anything of that sort?—Yes; we are obliged to throw sand on in cases of that description, or anything that is upon the railway. We can get over it by doing that; but that is a delay. We never have that state of things without having delay with it.

975. The sand which you throw upon the rail for the purpose of facilitating the passage in that case, is afterwards an obstruction to it, when the snow is removed?—Yes, it is; it takes two or three times as much power to carry the carriages upon the sand as if it had not been placed there; but it is necessary to enable the engine to move forward.

976. *Mr. Baring.*] Is it your opinion, looking forward, that ultimately the Post-office will be obliged to employ engines separate from those conveyances used by the public on railroads?—No, I do not look forward to that at all.

977. You stated the great difficulty of accommodating the public and at the same time accommodating the Post-office; do you think that ultimately those two objects may be reconciled without much difficulty, or do you think we shall be obliged to have separate conveyances for the mails?—I do not think it is necessary that there should be separate conveyances for the mails; I think that after the lines are opened, and when it is seen what number of persons come by the trains from London to Liverpool, it will then be seen whether you ought to detain the train at Birmingham, or whether you ought to allow it to go, and compel the passengers, if the train from London arrives too late, to wait for the next train. If it were a mail-train, I should say that there ought to be an engine waiting to take on the mail, passengers or no passengers; and I am sure that that can be better done by the company than by the Post-office.

978. You think the difficulties will be got over after a certain time of trial?—I have no doubt about it.

979. *Mr. Wallace.*] What effect do you think would arise out of any general regulation as to stopping the use of railroads during the time of Divine service on Sundays?—That is so wide a subject, and one in which those who are more distant from the metropolis are so deeply concerned, that I should say, that anything we have now experienced in the Liverpool and Manchester and the Grand Junction would scarcely bear upon anything beyond Lancaster. I think it would have a very serious effect upon the Post-office communications in Scotland if you were to restrict the use of the railway between any hours on Sunday, even the hours of ten and four.

980. *Lord Granville Somerset.*] In an engineering point of view, is travelling at night inconvenient so far as regards taking care of the road?—No; the engine keeps the proper direction just the same in the night as in the daytime; the difficulty is in the superintendent on the road being able to perceive anything.

981. In your opinion would the constant travelling at night cause either serious difficulty or serious expense?—No, I do not think it would; I think that night travelling will become as general as day travelling.

982. Lord

982. Lord *Sandon*.] It would be so far additional expense that you will be obliged to have additional establishments during the night?—Yes; if it became necessary to convey the mail with only one train at night, it would be far more expensive to keep up that train than any train in the daytime, because you have six or seven in the day.

983. Lord *Granville Somerset*.] Do you contemplate the possibility of lighting the road at night?—No, I do not see the necessity for it. Good lights, carried with the train, I think is all that can be done.

984. Would the travelling at night always be exposed to more casualties than in the daytime?—I think always more.

985. Lord *Sandon*.] And so far it will make it more expensive?—It must be so.

986. *Chairman*.] But when the railway comes completely into operation, you do not anticipate that there will be any serious difficulty in travelling by night?—There will be no difficulty. It all resolves itself into matter of expense; the expense will be greater in this respect, that you cannot find so many persons to travel by night as in the day; therefore you have to divide the same expense upon one train instead of six or eight.

987. In no other respect will the expense be increased?—I am not aware of any, except what arises from accidents, which will be more likely to happen in the night.

988. You have stated that parties unconnected with the railroad are not found willing to become carriers for the conveyance of passengers upon the railroads, and you have attributed that circumstance to the great capital requisite for such an undertaking; how does it happen that private parties are found who are willing to become carriers for the conveyance of goods upon the railways?—The capital necessary for carrying goods is not so great as it would be for passengers. Those who carry goods upon the Liverpool and Manchester are carriers not only upon that railway, but upon most of the canals in that district, like Pickford's. The party has perhaps four or five engines, and he runs his goods from Bolton and Liverpool and Manchester. He has an establishment at Bolton, and a connexion with the canal; he sends his goods into Yorkshire. This is the only part of the great line of communication upon which there is a carrier. Then there are other persons that own coal estates, who are carriers themselves, and have three or four engines, and perhaps 100 coal waggons; and the capital invested in either of those concerns, or all put together, would not equal the capital embarked in the conveyance of passengers.

989. If parties enter into a speculation for the conveyance of goods along the railway, why does not it answer to convey passengers at the same time?—I do not know that.

990. Is the difference of speed in the conveyance of goods, and in the conveyance of passengers, sufficient to account for the difference of capital required?—Certainly; they carry such trains from Liverpool to Bolton, that I think they must be twice the time as the trains with passengers.

991. Mr. *Easthope*.] Have they not an establishment which is adapted to the conveyance of goods, and which would not be adapted to the conveyance of passengers?—Yes; I believe the parties were carriers before.

992. Do not you think there are persons connected with the coaching trade who are looking to become carriers of passengers, but they do not yet understand enough about it?—I have had some conversation with coach proprietors about it, but they are all in the dark upon the subject at present.

993. Lord *Sandon*.] Would you say, with regard to carriage upon railroads, that the larger the amount of capital employed the more likely it would be to be executed with profit and punctuality?—Certainly; if the trade were divided among a number of carriers, it could neither be done so well nor so economically, nor so profitably, there are so many dovetails, one fitting into another; for example, one establishment of spare engines will serve for the whole trade; and it all being under one establishment there is one head, and I am certain that the economy and advantage would be much greater upon that system than by any division of capital.

[The following letter, addressed by Mr. Robert Stephenson to the Secretary of the London and Birmingham Railway Company, was delivered in, and read.]

London and Birmingham Railway.

To the Secretary of the London and Birmingham Railway Company.

J. Locke, Esq.

14 December 1837.

Sir,

Railway Office, Coventry, 11 Dec. 1837.

REFERRING to the Minute of the Directors, No. 65, of 5th instant, I cannot recommend any arrangements for adoption which may involve the necessity of working the railway during the night, until the new embankments have consolidated, and the permanent road been repeatedly adjusted. The height and extent of several of the embankments on this line, as well as the nature of the materials of which some of them are composed, render this precaution absolutely necessary; at least three months after the opening we must necessarily occupy the chief part of the night to conveying ballast from one part to another, in adjusting the permanent road, and in rectifying any slips on the slopes of the cuttings and embankments. We may look forward to these operations being necessary, with absolute certainty, and if sufficient time and fitting opportunities be not allowed during the period I have named, disappointments and delays must be the result, and the time prolonged for putting the railway into good working order.

Yours, &c.

(signed) *Robt. Stephenson*, Engineer.

994. You have heard the letter read signed by Mr. Stephenson; do you concur in the opinion expressed in that letter?—I have no doubt there are embankments upon the London and Birmingham Railway which would make it desirable that they should not be precipitous in opening the line during the night, and I have no doubt that is a very proper and wise advice in that case, but there might be other cases where such embankments did not require that peculiar care, and where such precaution would not be necessary.

995. Generally speaking, railroads, in the early stages of their opening, must require a great deal more repair than after they have been in use a year or two?—Yes; and with the Grand Junction, if we had had night-trains as well as day-trains, it would not have been wise to have opened when we did.

John M'Neil, Esq., called in; and Examined.*John M'Neil, Esq.*996. Mr. *Wallace*.] YOU are a civil engineer?—I am.

997. You were present the other day when evidence was given respecting the state of the road between London and Birmingham, as regards its being impossible to keep time by the mail-coaches arriving there to meet the trains?—I was.

998. Have you inspected that road since, in your capacity of engineer?—I have.

999. Will you state to the Committee what you have observed in reference to the statement made of the condition of the road?—I should wish to observe, that previous to my being here the other day there was a representation from Colonel Maberly to one of the Commissioners of Woods and Forests, complaining of the delay of the mails, in consequence of the bad state of the road; on that occasion I went down and examined the line from end to end; the parts complained of particularly were near Dunstable, and further on between Fenny Stratford and Towcester. I found that in one or two portions complained of, for a short distance, perhaps three quarters of a mile, there was an accumulation of mud, arising from the carts employed in the works having dropped a portion of it, and that it wanted to be scraped. In every other respect the works were exceedingly well guarded as to the protection for travellers; they were lighted, and watchmen kept upon those parts; there was an order immediately made that that portion of the work which required the carts to be driven over the road with the earth work should be stopped. It was stopped; and, on my last inspection on Monday and Tuesday last, I examined carefully all those parts, and I never saw the road in a better state, and I have known it now for 13 years. I was 10 years assistant to Mr. Telford, and after his death I was appointed engineer to it, and I have never seen it, at this period of the year, in so good a state as at this moment. Just when I was at the Chalk-hill, a person came up driving a gig, and spoke to Mr. Bush, and I asked what his name was; I thought, from having seen him occasionally on the road, that he was a coachmaster, and it turned out to be Mr. Liley, who horses several of the coaches, and he was asked by Sir Henry Parnell, who was by, what he thought of the road, and he said nothing could be better.

1000. Then, so far as your observation and experience go, there would be no just cause for the mail-coaches not keeping their time between London and Birmingham, at present?—Certainly not, at present, nor for some weeks past. I think that at the time the representation was made by Colonel Maberly to Sir
Henry

Henry Parnell, there was a slight quantity of mud upon those two portions of the road; that might have increased the time of travelling by, perhaps, three or four minutes. I should also observe, that any delay that might occur in those two portions is more than compensated by the facility with which the mail-coaches can work up those hills near Weedon. I am certain that two horses can produce a better effect, now that portion is completed, than four horses could before.

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1001. Lord *Granville Somerset*.] Can you state the length of those two alterations?—I cannot immediately.

1002. Can you state the breadth?—The width is now 20 feet.

1003. Is that sufficient for carriages to pass?—Two carriages can pass, but not very rapidly.

1004. Would it not be dangerous for a mail-coach to go any considerable pace down that road, as it now is, at night?—I do not consider that it would; the night before last a mail-coach passed me as I was on another coach, and, apparently, without any difficulty; I was coming up.

1005. What pace were the two coaches going?—I should imagine eight miles an hour coming up, and the other, going down, about 10 miles an hour.

1006. Do not you suppose that it is more dangerous for a coach to go along those improvements at this moment, than it was before the improvements were commenced?—No doubt of it.

1007. At whose expense are those improvements to be made?—The money is advanced by the Exchequer, I believe, upon the tolls of the trust.

1008. What is the whole sum of money which you anticipate it will cost?—I think it is 32,000 *l*.

1009. Were you consulted as to the expediency of laying out that large sum of money, considering the probability of a railroad communication?—No, I was not.

1010. Do you anticipate that the tolls will ever repay that money, with the probability of the opening of the railroad?—I think they will; there is very great local trade carried on from town to town, which could not be taken by the railway; I have no doubt that a very large portion, perhaps eight-tenths of the general travelling, may go by the railway.

1011. Is that trade of a description that will prefer having those two improvements to having the tolls lighter?—That I cannot tell; I think that the advantage to be gained, by lessening the horse-labour, will be very considerable, and in many cases will be preferred; there is one instance, which my superintendent saw; there were two horses taking up a waggon-load of coal, in which they usually have four horses employed.

1012. What difference of toll will there be in consequence of those improvements?—I think it is various.

1013. Lord *Sandon*.] In that particular case, would it be cheaper for the man to have two horses at the new toll, than four horses at the old toll?—In that particular case, I have no doubt they would prefer having the additional toll.

1014. Lord *Granville Somerset*.] Over what space will the tolls be higher to pay the 32,000 *l*?—It extends all the way from London to Stonebridge, near Coventry.

1015. Then do the parties travelling down to St. Alban's pay for the advantage of the people travelling between St. Alban's and Coventry?—No, the increased tolls are only imposed where the improvements are made.

1016. And you do not know what the increase of toll is?—I can furnish a statement of it in each particular case; I think, in some cases, it is an increase of 3 *d*. upon 6 *d*., making it 9 *d*.; and I think, in other cases, it is an increase of 1 ½ *d*. where it was 6 *d*.

1017. How long have those works been in course of preparation?—I think it is about a year ago.

1018. Long after the Birmingham Railway was in progress?—Yes; I got the orders after they were in progress, but those improvements were contemplated long before the Birmingham Railway was thought of.

1019. Was the work ordered and begun subsequent to the commencement of the formation of the railway?—Since the commencement of the railway; I had nothing to do with it, further than preparing the plans.

1020. Lord *Sandon*.] Would the existing tolls have been reduced but for the adoption of these new improvements?—I do not think they would have been reduced.

Lunæ, 18^o die Decembris, 1837.

MEMBERS PRESENT.

Mr. Easthope.
Lord Charles Fitzroy.
Mr. Greene.
Mr. Hutton.

Mr. Labouchere.
Mr. Loch.
Lord Lowther.
Lord Seymour.

THE RIGHT HON. HENRY LABOUCHERE, IN THE CHAIR.

Mr. *William Chaplin*, called in ; and Examined.

Mr. *W. Chaplin*.

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1021. *Chairman.*] YOU are an extensive coach proprietor?—Yes, rather so.

1022. You have been engaged in contracts with the Post-office for a long time for the conveyance of mails?—Very considerably.

1023. Have you at present any contract with the Post-office for the conveyance of the mails upon a line of road parallel with the Grand Junction Railway?—Not precisely so ; we have abandoned the Manchester and Liverpool mails which run parallel, and the only two I have upon it are one to Halifax on the right, and one to Holyhead upon the left.

1024. Why did you abandon the roads that now run parallel to the railway?—I anticipated that the railway would carry the passengers, the trade which supported the mail ; I applied to the Post-office, and we mutually arranged a give and take understanding, that we should not require that notice which is common between the Post-office and the contractors, and that if it were desirable that they should proceed from London to Birmingham by the railway, we would relinquish in favour of such a measure, and it was so acted upon.

1025. So that the agreement with you to carry the mails by coach ceased because they are now carried by the railway?—Because they are carried by the railway. The effect was exactly that which we anticipated it would be, the passengers went entirely by the railway.

1026. Then even in the present unfinished and imperfect state of the railway communication between London and Manchester, it would be a very unprofitable speculation to have a coach running on a parallel line of road?—Exceedingly so ; because with respect to all mail-coaches, or any other coach, the main support is based upon the supply of passengers, that being absent, of course the expenses would be enormous.

1027. You find the passengers almost universally prefer the railway to the high road?—Universally.

1028. *Lord Lowther.*] Do not a great many persons go by the railroad?—Yes, they all do now, because of the speed.

1029. Do you know what the comparative price is between the railway charge for parcels and the coach?—There is no defined price at present, because there has been nothing sufficiently complete in its arrangements to make a specific charge to the public for.

1030. What is the price for parcels now from Birmingham to Liverpool?—From Birmingham to Liverpool it would have been originally about 1s., now it is 1s. 6d. ; but then it includes the delivery ; the price is greater from Liverpool to London now than it was, but that arises from its going through different hands, neither of which are wholly responsible for the conduct of the affair.

1031. Are not there a great number of parcels go by the trains from Birmingham and Liverpool?—All that we take down to Birmingham for Liverpool ; their charge about corresponds with what was charged before.

1032. Does it exceed what the former charge was by the coaches?—It appears to do so, because they include the delivery of the parcel at Liverpool or Manchester ; the whole charge throughout is greater, but that does not apply to the railway alone.

1033. *Chairman.*] Are you not engaged in a negotiation with the railway companies

panies for the conveyance of passengers between the termini?—I have just completed an arrangement to that effect.

1034. How many miles is the intervening space?—It is about 37.

1035. Mr. *Hutton*.] When is that to commence?—It is supposed on the 1st of February.

1036. Have you made any agreement with the Post-office for the conveyance of the mails for that space?—No; I consider it will be unnecessary; because the mails would require no new feature from us; because there could be no additional speed given to the mails on that distance; because the whole must go from one train to go forward to another.

1037. *Chairman*.] The Post-office have not attempted to treat separately with you?—No; I understand the Post-office are anxious to get the mails forwarded by the railway; but that the railway is not yet sufficiently complete to take the responsibility of the post business in their hands, for fear of getting into bad repute, and on other grounds; and therefore we are in an open arrangement with the Post-office, waiting, as it were, their pleasure.

1038. Mr. *Loch*.] If the bags continued to be forwarded by the mail from London to Birmingham after the 1st of February next, do you conceive it would be a losing concern carrying the mail to Birmingham?—I think exceedingly so; because passengers, which are the main support, will naturally go out of London at two or three o'clock in the afternoon, when they can get to Birmingham by eleven at night, and avoid travelling all night. The difference of time between two and eight would not justify a man's travelling all night; so that I expect that we shall have but very light loading.

1039. Then if the railway refuse to take the mail after the 1st of February, the Post-office must be at a great additional expense, in order to induce you to carry the mail to Birmingham by means of the common coach?—I should certainly think so.

1040. Are you bound by your contract to carry on the mail whether it is a losing concern or not, after the 1st of February?—No; we arranged with the Post-office, on the commencement of the mails from London to Birmingham on July 4th, to act in co-operation with the Grand Junction Railway. All matters appeared so uncertain that they made a sort of open arrangement, by which we were to be paid in proportion for the outlay and for the stock. Being called upon to put on additional mails on so short a tenure, we arranged that if it lasted so many months, we should have so much; and if so many more months, so much less: so that we should be subject to two months' notice on either side, we not wishing to place them in difficulties, and they, in return, wishing to behave kindly to us.

1041. Is it not understood that the railway have declined to take the mail immediately after its partial opening on the 1st of February?—I understand so; but not officially.

1042. And that the only means that the Post-office will have, will be either to change the hour of dispatch from London, or to send the mail by coaches, as at present, at a loss?—Yes, at a greater expense.

1043. You know intimately the road between Birmingham and Liverpool and Birmingham and Manchester, and you knew the state of the coaches upon that road previously to the opening of that railway?—Perfectly.

1044. Has it not entirely annihilated the whole of them?—I think there are one or two left; but I expect that they will very soon find their level. I mean that they will fall.

1045. Then, in point of fact, the Grand Junction Railway, since its opening, has entirely put an end to all travelling upon the road by which the coaches went formerly?—Yes; I believe there are two coaches, one to Manchester, and one to Liverpool, only remaining; all the mails certainly are put an end to.

1046. Do you conceive that, under the existing law, the Post-office is entirely in the power of the railway companies, as to the terms that they can impose upon them for the conveyance of the mail?—I should imagine that the Post-office is in a situation very much like that of the carriers generally trafficking upon the road. It is a matter which I have seriously considered, before I entertained the idea of sacrificing a large business; but I do not conceive that we, as carriers, could ever do anything on the railroad in any shape or way. I think it would be impracticable, for a variety of reasons. The habits of coach proprietors generally are very ill adapted to the intricacy of machinery, and I fear that there would not be sufficient

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capital brought to bear upon any district, by coach proprietors or carriers, to conduct the whole line of railway traffic. Now if they could not do the whole, which I fear they would not, as knowing nothing about it, and prejudiced against it, I am sure they could not do a part, because it would be at the caprice of the engineers and the directors that their capital would be placed; and as to the hours of starting any train, I think it will be like the fable of the people with Jupiter, they would want power, and then want it taken out of their hands afterwards. There would be so much difference of opinion as to the question of the hours of departure, that no different sets of men could have an organized business upon the railway. It must be entirely in the management of one direction. And another thing would be the toll, which is chargeable on the person who places carriages, that would be so completely destructive of his interest, because the coaching people could not subscribe sufficient capital to carry on the whole. Therefore if they had a part, and the railway itself had another part, of the carrying traffic, and if the railway direction found that individual exertion was bearing against their exertion, they would take care to put such a toll upon the individual as would leave him very little profit for his traffic.

1047. Then, in your opinion, the railway has an entire monopoly of the travelling for itself?—That is my opinion; it is not a monopoly in words, but practically in its effect I should say it mainly is so.

1048. Lord *Louth*.] Might not also the railway company operate in another way, regulating the hours of departure?—Yes; the Acts generally run, that the machinery, and the hours of departure, and a variety of matters, would be under the direction of the railroad.

1049. And that might be inconvenient to the coach proprietors?—So much so, that I am sure they would not place their capital at such risk, more especially as knowing nothing about it, and being very much prejudiced against it.

1050. Are not the tolls fixed by Act of Parliament?—Yes, to the extent of certain points.

1051. *Chairman*.] Is it not the case that some parties have entered into agreements with the railway companies to become carriers of goods upon the different railroads?—I think there may have been some arrangements of that sort upon the Liverpool and Manchester; I am not aware of any upon any of the minor railways; but I do not know anything particularly about it.

1052. Mr. *Easthope*.] You have devoted your attention a good deal to inquiring about railroads?—I have.

1053. And of course you have had a good deal of communication with railroad companies?—Certainly.

1054. Do you believe, that if any practical course could be taken by the company, so far as your communications have led you to form an opinion about it, that the companies would be glad to be rid of the details of the management, and would be glad to place the road, as respects the carrying, in the hands of other individuals?—I infer most probably they will at some future day; for I think the details will bother them exceedingly.

1055. You have had considerable engagements with them in going to their termini, and so on?—Yes.

1056. Does there appear on the part of the companies you have had to do with, any disposition to extort, or to keep the thing as a monopoly, more than is rendered necessary by the circumstances of their concern; has there been any feeling of anxiety to keep it a close monopoly, and to let nobody share in its management and in its profits?—On the first communication which I had upon this subject with the Grand Junction Railway, they distinctly objected to any connexion, however remote, in what they call their trade; but that does not seem to operate upon the minds of the London and Birmingham directors, and what they have done shows an opposite disposition; and from what I can gather from other railway companies, I think that where there are parties who are experienced in the trade, and of respectability in those channels in which the trade is accustomed to flow, they feel a desire to co-operate with them.

1057. Do you think that if there is anything as between the railway companies and the Post-office, which does not go very smoothly, it may reasonably be attributed to neither party sufficiently understanding what their position is, to enable them to come to any positive and well-digested agreement?—I think it must be so; because a railway company must naturally be anxious to carry all the traffic they can, and to have the character and sanction which it carries with it; such a

business

business would be as desirable to them as it has been to us as coach proprietors; the Post-office business, of course, must be done with exceeding regularity, which has not been experienced in the short trial of the railroads from Birmingham to Liverpool and Manchester. The Post-office have been accustomed in all their measures to be of course paramount with us coach proprietors, and perhaps that may be a little difficulty.

1058. Mr. *Loch*.] If the Post-office could not agree with you for the carriage of a mail by an ordinary road, they might agree with some other coach proprietor?—Yes.

1059. Supposing they cannot agree with the Grand Junction Railroad, what is their remedy then?—But then I think it would be felt thus, that there would be men of ability and discernment in the management of such affairs, and that the public opinion and the maintenance of their own character, and everything, would combine to make them lend themselves to the accommodation of the Post-office.

1060. Mr. *Easthope*.] With the coach proprietors, has not the practice of the Post-office been to put one against another in competition, so as to get them into very fair and low terms, and has not that course been effective to keep down the terms?—They have managed with very great tact. There is Mr. Johnson, and also Mr. Louis; they are men of considerable ability; they have known how to turn to their own account the competition existing in our trade, and yet they have done it with gentlemanly feelings, so that really we have occasionally stepped out of our way to promote their views, because we have seen what certain gentlemen have said. I can state that the mail business is done at a loss; the labour of forwarding the mail is a loss, taking them as a whole.

1061. The Post-office practically have it in their power, and have practised it without anything that has been to be complained of, to put one against the other in competition, so that they have been in the practice of running at very low rates?—Something like that.

1062. That cannot be so much the case in the railroads?—No.

1063. Do not you think that if the railroad companies were, in consequence of there not being proper rules by which competition could be enforced, to extort from the Post-office, or from the public, that it would raise a clamour against them that would be, in the end, very prejudicial to them?—I should imagine that it would: I should think they have too much good sense to do so.

1064. Are you a railroad director?—I am.

1065. In any company that you engaged in, would not it occur to you that it would be unwise, as matter of policy, to do so?—I am quite sure that railway companies, if they do not find it now, will find, that it must be by extreme numbers that they are to get their support; and they would know, because they would be men of intelligence mostly, that it must be by moderate prices that they would obtain that great supply, and they would know the advantages of it.

1066. Looking to your knowledge, and to your connexion with railroads, what would be your own opinion as to the policy, inasmuch as you were laid open to the imputation of being monopolists, would you not think it sound policy to counteract any opinion of that kind by being as liberal as you could, consistently with justice to the public, and especially to the Post-office?—I should think they would do so.

1067. Do you think that with the present limited experience of railroad companies the Post-office could safely come to any positive defined plan by which the thing could be expected to be permanently regulated, both as to expense and as to time?—The great difficulty with the Post-office would appear to me to be the habits of London society, in consequence of which the eight o'clock dispatch is so universally approved of; it is inconvenient for the railroads to commence their proceedings so late at night in the early stages of them. I am quite sure they have every desire to accommodate the Post-office; but it will require some time for people to get confidence to travel by them in the day, much more to start at eight o'clock at night. Now I do feel this from dearly-bought experience. I put on a coach from London, at six o'clock, to supply the Grand Junction Railway's last train in the evening to Manchester and Liverpool, thereby forming a daily conveyance from the metropolis from Manchester to Liverpool. The result has been, that I have lost a considerable sum of money through that notion, for the people would not go to start at six o'clock or half-past six in the dark; but they went down in later coaches from London, and slept at Birmingham, and proceeded in the morning. It shows that nothing but the bags would go at this late

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hour, and more especially for any distance short of that; say into the South to Brighton or Southampton, people would, as matter of course, go out of London at four o'clock or five o'clock, and get down at dark to their journey's end, and there would be no great quantity go out as late as eight o'clock at night for a short distance.

1068. Mr. *Loch*.] When the railway is completed to Liverpool, will it then be convenient to leave London at eight at night to get there the next morning?—I think it will; but it must be considered, that the railway saves so much time, that people will turn in their mind whether they will not go to bed in the night and travel in the day.

1069. You said, in answer to a former question, that you thought that the influence of public opinion upon the railway directors would be such as to always keep the prices at a very moderate rate, and at a decreasing rate. Now, supposing this was to present itself to the consideration of the railroad directors, that they found they could carry at a less expense a smaller number of persons by raising the rate, would they not rather carry a smaller number at a less expense than a larger number at a greater expense?—That is probable.

1070. *Chairman*.] Can you state to the Committee the proportion which generally the fares charged upon the railways bear to the fares charged by the ordinary mode of coach travelling?—The average fare upon the railways, I believe, is about 2 *d.* a mile; and the average of the coaching charges generally through the kingdom would be about 4 $\frac{1}{2}$ *d.* to 5 *d.* a mile inside, and 2 $\frac{1}{2}$ *d.* outside. Upon the London and Birmingham Railway, for the little distance they have been going, they have charged about 3 *d.* a mile inside and 1 $\frac{1}{2}$ *d.* a mile outside. Then there would be about two to one of the inferior fare.

1071. Lord *Lowther*.] Do you know what it is upon the slow trains?—I think the fare is about 14 *s.* or 15 *s.* as compared with a guinea. With respect to the prices, it would after all be a matter of time against money; because if the railway gentlemen went too high, there is the road after all to traffic on at a low price by the common mode of conveyance, if they were too high by the railway.

1072. Mr. *Loch*.] Then the railway would raise it just high enough to make the most profit without inducing any coaches to come upon the road?—They must raise it high enough to pay themselves for the labour; perhaps they had not it high enough before.

1073. Then the force of public opinion would not operate upon them as to fixing the prices in that case?—The force of public opinion would be very great if they did not make a profit upon their undertaking.

1074. *Chairman*.] Do you think the force of public opinion would induce them to lower the rate of profit one farthing below what could fairly be made?—I cannot say.

1075. Mr. *Easthope*.] Is not it a fact that persons that have engaged in railways as a speculation, contemplate a great portion of their profit from changing the habits of the people, and inducing more travelling?—I feel confident about that.

1076. Would they be entitled to feel confidence if they did not intend to reduce the expense of travelling very much?—Most assuredly that is the basis upon which they get support.

1077. With respect to coach travelling, have you not always found, that when coaches have been running in opposition to each other at very low fares, the increase of travelling has been very great when the fares have been diminished to a very low rate?—Certainly.

1078. Do not you think that that is one of the reasons, as well as the economy of time, why the travelling will be much increased upon railroads?—I am sure it will.

1079. If that be the case, would not raising the charge upon railroads greatly operate against that view?—Yes; but I think that people care most about speed, because we always found that though cheap coaches took great loads, still, that the best and fastest conducted coaches load and pay us the best; that people will pay for good travelling; and although a mile an hour put on the speed would take 13 or 20 per cent. more cost, still it is always promptly met by the public.

1080. You calculate that no coach travelling that can be planned can effectually compete with the railroad travelling?—In no shape or way; it is quite out of the question.

1081. Therefore, believing that everything must find its level, you are putting yourself

yourself in a train to go with the railroad, and not to continue your large operations upon the ordinary roads?—That is quite my endeavour at this moment.

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1082. *Chairman.*] That is to say, you are transferring your capital from the business of a coach proprietor to that of a railroad proprietor?—Not so much so as getting out of my coaching; I have been hardly long enough in railway experience to know how far to go into that.

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1083. *Lord Charles Fitzroy.*] Can you say how long a contract ought to last for any person to make a safe contract upon the railroad, now in its unfinished state?—The outlay for locomotive engines and carriages must be of a large amount, and therefore it requires a corresponding time to let the property get into action. Nobody would go to build locomotive engines and carriages on a railway without a stated and fixed time for its operation.

1084. Therefore you would think it unsafe to enter into any contract upon a railroad in its unfinished state?—I am quite sure that no coachmaster would undertake it.

1085. *Mr. Easthope.*] Up to the present time, there is no principle upon which such a contract could be chalked out, to be safe to the persons engaging in it?—No.

1086. Do you think that if, in the course of time, there could be plans chalked out which would be safe towards the individuals engaging in them, there would be any want of capital or disposition on the part of people accustomed to that business to engage in such business?—I do not think there would, if they saw their way.

1087. Is it your opinion that the railroad directors and the proprietors would consider themselves fortunate if they could chalk out such a plan, to get rid of the details that are necessarily united with being carriers themselves?—I should think remarkably so, because it would make a certain profit without any labour.

Mr. Benjamin Worthy Horne, called in; and Examined.

1088. *Chairman.*] YOU are a considerable coach proprietor?—Yes.

Mr. B. W. Horne.

1089. Have you been accustomed to carry mails for the Post-office?—Six mails daily, besides the foreign mail.

1090. Have you carried the mail upon any line of road which runs parallel with a railroad?—I have the Woodside and Chester mail; that is parallel: it passes through Stafford and Nantwich, and two or three other places where the railroad affects us.

1091. You are at present carrying the mail along that road?—We are; as if the railroad had not been established.

1092. Do you find that the establishment of the railroad affects the number of passengers that go by your coaches?—It has not so much affected the Chester mail as we might have imagined; only in one way, and that is, by a reduction of the fare.

1093. Why does it happen that upon that particular line of road the passengers still continue to go by the coach?—It is the only stage-coach upon the line of road for a distance of about 80 miles.

1094. Does the railway run parallel to it?—It touches at Stafford, and again at Nantwich and other places, at a distance of about seven, eight, ten or fifteen miles.

1095. Do you think generally that when the high road and the railroad run parallel to one another, passengers would prefer the railroad to the high road?—We wish to continue the Chester mail; but from the day that the railway is opened from end to end, it will be useless.

1096. *Mr. Hutton.*] Do you conceive that the mail being still productive arises from their not having established branch coaches from the different points?—There are a variety of coaches started from the different towns. The way in which the mail is supported, so far as it is supported, is, that the London and Birmingham Railway is not yet sufficiently opened; so that the saving would be, to these parties, only about four hours, at the present speed.

1097. *Mr. Easthope.*] Is it your opinion that the public are more careful, upon a large scale, about their time than about their money?—Decidedly: if we could take the people at half the original fare to Chester, they would not go by mail now.

1098. Is it your opinion that the railway will supersede the former mode of travelling chiefly on account of its celerity?—Yes, and the price as well. The mails, generally speaking, maintain a better fare than the coaches at most times.

Mr. B. W. Horne.

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1099. Have you found always, that the coaches that travel fastest, load and pay best?—It is a question whether it is night travelling or day travelling; the fastest day-coaches are generally supported by the public; if it is only a difference of half an hour, it is patronized: the same as a coach that goes by the nearest route; the coach that goes by Wickham to Oxford is generally considered the most speedy, and it has the best chance.

1100. As the railroad system extends, you calculate upon the probability of a great diminution of the business of coach proprietors?—Annihilation is the best word to apply to it.

1101. Did you ever turn your attention to the probability of parties, unconnected with the railways, being carriers upon those railways?—It has been broached; but I do not see that it is possible to carry it into effect with any benefit.

1102. Why do you think it impossible?—The Act of Parliament merely specifies they are at liberty to do such and such things; but you will require your own servants, and many other things upon the railroad; you will merely have the use of the rails, and that will be all.

1103. Then you do not expect that other parties unconnected with the railway will become carriers for passengers by the railway?—No; they would be at a disadvantage of at least 25 per cent., which would run away with the entire profit upon it.

1104. Do you think people will become carriers for goods?—No.

1105. Have not some parties become carriers of goods upon one or two of the railways?—It is said that Messrs. Pickford have conveyed goods, but I consider that in their case there are reasons for it. The railway would contract with us to carry goods that were going to any distant place beyond the railway, for the purpose of getting the trade brought to it; but if the trade started from end to end of the distance of the railway only, we could not profit by it.

1106. Are the Committee to understand that you mean, that you think it will not be worth while for parties, who merely want to employ the railway, to become carriers upon it, but that it may answer the purpose of parties who want to employ the railway in continuation of a line of road which they have already used independent of the railway?—Yes; because the railway would participate in that benefit. I conceive that is the only way in which, if I was disposed to speculate upon it, I could do so.

Mr. Joseph Baxendale, called in; and Examined.

Mr. J. Baxendale.

1107. *Chairman.*] YOU are connected with the house of Messrs. Pickford?—I am.

1108. They are very extensive carriers?—They are.

1109. Have you lately entered into an agreement with one of the railway companies for the carriage of goods upon the line of the railway?—Not entered into an agreement, but a certain arrangement has been spoken of; no agreement has been made.

1110. But you are at present conducting a negotiation?—Perhaps they may call it an agreement, and I might perchance call it an agreement, but not legally; what I mean to say is this, that there is an understanding, which I have no doubt will ultimately be carried into effect.

1111. Should you feel any objection to state to the Committee the principle and the terms upon which it is proposed to conclude that arrangement?—A percentage upon the returns, upon the profits.

1112. Mr. *Loch.*] You do not propose to carry your goods yourselves upon the railway?—No, I consider that is quite out of the question; I have never understood, nor do I believe, that any railway can admit of individuals having their own locomotive engines. I do not see how it is possible that the traffic of the country could be carried on.

1113. *Chairman.*] Do you mean, that according to the system upon which railroads are established, it would not be worth while for any parties unconnected with the railway to establish locomotive engines upon it?—I mean to say, that unless it were in the hands of the proprietors themselves, so that they had the entire control in their own hands, it would not be possible for the traffic of the country to be carried on; the confusion would be too great.

1114. Mr. *Easthope.*] How would that confusion arise?—If there were a variety

variety of parties upon the railroad, I do not see what power there would be of keeping one out of the way of another; for example, suppose I had a locomotive engine, and it breaks down, it must necessarily stop the whole of the line, because it cannot be passed.

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1115. Is there any other reason against it?—If any accident whatever takes place, that accident would necessarily stop the railway. If it were entirely open to the public at large, a very large body of people that would be upon the railway would have engines, or would have machinery, that would not be equal to perform the work.

1116. Mr. *Loch*.] Then, in your apprehension, the carrying upon a railway must, of necessity, remain with the company?—That has been my feeling, invariably, ever since the Liverpool and Manchester Railway originally was opened; from that hour I always considered that it must be decidedly a monopoly.

1117. And a monopoly against the Post-office, as well as the rest of the world?—If the Post-office should not choose to take it into its own hands, and go along the railroad.

1118. Would not the same objection prevail against the Post-office as against any other carriers?—If the Post-office made an arrangement with the directors of the railway company, of course there would be no difficulty then; but if the Post-office had their own carriages upon the railway I should say there would be a very decided objection to that.

1119. *Chairman*.] Supposing, without coming to any arrangement with the company, the Post-office availed itself of the state of the law to run their own locomotive engines upon those railways, as they have a right to do, do you think it could possibly be done without such an enormous expense, as, in point of fact, to put an insurmountable barrier to the undertaking?—No; I think the Post-office might do it itself, and that it would not put an entire barrier to the undertaking.

1120. You think they could put on their own locomotive engines, employ their own people, and run their own trains?—I think it is possible, but I am not sufficiently acquainted with the subject to give an opinion.

1121. Mr. *Easthope*.] Have you considered the question of a night police, and the extent to which all the employées upon the railroad would be required to be multiplied, by having another company that would have the control of its own operations?—Not at all; it is a subject that I have not given my attention to; I was not aware what evidence I should be required to give.

1122. Is it your opinion that anything like a divided authority, or divided control, upon a railroad, would be injurious to both parties?—Decidedly so.

1123. Then it is your opinion, from what you have seen of railway communication, that it is essential to the convenience of the public with reference to it, that there should be an undivided control and authority?—Assuredly.

1124. And that no plan would be likely to work well that at all interfered with the authority that exists?—Certainly.

1125. *Chairman*.] Does the agreement you have made for the transmission of goods along the railway apply to the transmission of those goods merely along the railway, or is it part of a system of communication which extends over high roads in other directions?—It is merely as it relates to the direct lines.

1126. If you were merely considering the way in which you should transmit goods from London to Birmingham, should you think it worth your while to make an agreement with the railway to transmit them, or should you do it in the ordinary way?—It would depend upon circumstances; it would depend upon the cost.

1127. Did you ever make a calculation whether it would be worth your while to transmit these goods along the railway?—I do not know what price they would charge; if the rate of charge were similar to the rate of tonnage upon canals, the speed would cause them to be sent by the railway; but if the rate of tonnage were higher, and the cost of doing the work higher, than upon the canal, the cost would prevent anything going along the railway but the lighter description of goods, and those that required haste.

1128. What rate of speed do you consider desirable for the transmission of goods upon a railway?—A very large portion of the goods do not require any great speed; a very moderate speed is sufficient; but if you will give the public five days when they have been accustomed to seven, they will want you to give them four, and if you give them four, they will want three, and if they once find

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a benefit in getting goods quickly, and they can have them at the same cost, they will not be satisfied even if they get them in 24 hours.

1129. Mr. *Easthope*.] You imagine that what the public will want is governed by the profit of doing it?—Decidedly.

1130. You cannot imagine that the public would require it, if it was not for their benefit?—Certainly not.

1131. Mr. *Greene*.] Do you carry many goods by vans?—No; there has always been a great mistake in that respect. The weight of goods between the north of England and the south, and through the intermediate manufacturing districts, that come by that quick conveyance, is so trifling, as not to be worth a moment's consideration.

1132. Have you been in the habit of running vans between London and Manchester, and London and Liverpool?—Yes.

1133. To what extent?—A van each day, each way.

1134. How much will each of those vans carry?—They will not average more than two tons each way, in and out.

1135. You have been in the habit of horsing those vans all the way yourselves?—Yes, all the way from Liverpool to London; we never had any intermediate contractors.

1136. Since the opening of the railway between Birmingham and Warrington, have you been in the habit of continuing your vans, or do you take advantage of that portion of the railway?—We have continued our vans; we abandoned them for three days a week, thinking that the railway would necessarily take the goods; but an irregularity was found; and we found in a short time that there was a good deal of confusion arising. Some of our connexions, whose property was to an immense extent, bullion merchants, would not trust their property in the hands of the railway. We therefore were under the necessity of continuing our vans three days in the week, and regretted that we had abandoned them at all.

1137. At what speed do those vans go?—About six miles an hour; the fact is, that we are out one day; we leave late one evening, and deliver in London the morning but one following.

1138. Mr. *Loch*.] Do you think that is likely to continue after the railway is opened all the way?—No; if the railway had been opened from Liverpool or Manchester to London, from that moment we should have discontinued our vans, because the property would have been equally secure under proper management, and they will get that proper management when the railroads are once in operation; they will find it their interest to have management that must necessarily satisfy the public; but, by the Liverpool and Birmingham railway ending as it did at Birmingham, anything that had to be transmitted to London would have to pass into other hands. The railway companies themselves have no further connexion with the country; it must cease at Birmingham; therefore men, whose property was valuable, would of course be afraid of leaving it at the mercy of parties of whom they know nothing.

1139. Then the railway will take at least all that portion of your trade?—Assuredly.

1140. And a large portion of the other?—That again depends upon the money.

1141. And you think at present there is hardly sufficient knowledge to know what to do?—No; I had at one time a firm conviction that the cost by railway would be too great, but I have had reason to think, from certain contracts that have been entered into, particularly for locomotive power, that the cost will not be so great. If the wear and tear upon the railroad is not greater than the wear and tear upon the canal, I think the railway will be the cheapest conveyance.

1142. At what speed?—At 15 or 20 miles an hour.

1143. Are the contracts for locomotive power that you have alluded to with the London and Birmingham?—Yes; the Liverpool and Manchester, or the Grand Junction, has never entered into any contract; their mode of doing the business has been to keep it all in their own hands; I should suppose that they are at much greater cost than the contract.

1144. Mr. *Easthope*.] You allude to Mr. Bury's contract?—I do.

1145. Is there a difference in the construction of his locomotive engine from that of any other, which, in your apprehension, leads to diminished expense?—I believe so.

1146. Is

1146. Is there not a great diversity of opinion amongst engineers about Mr. Bury's engine?—I think not. Mr. J. Bazendale.

1147. Do not you know that Mr. Stephenson is very hostile to it?—Mr. Stephenson has been very hostile to it, I believe. One of the central railways was very anxious to come to some decision as to what description of engines must be prepared, and an application was made to Mr. Bury to know whether he would object to a trial being made for their guidance and government. He did at first object to it, but he gave way, if I recollect right; I saw a statement that was given afterwards by the engineer who was appointed by the Midland Railway, and it appeared that the difference in favour of Mr. Bury's over the Grand Junction Railway engines was 60 per cent. 18 December 1837.

1148. Mr. Loch.] What experience has there been of those engines of Mr. Bury's?—They are the engines that work between Tring and London.

Martis, 20^o die Februarii, 1838.

MEMBERS PRESENT.

Mr. Easthope.
Sir Robert Ferguson.
Lord C. Fitzroy.
Mr. Greene.
Mr. Hutton.

Mr. Labouchere.
Mr. Loch.
Viscount Lowther.
Lord Seymour.
Mr. Wallace.

THE RIGHT HON. HENRY LABOUCHERE, IN THE CHAIR.

Colonel Maberly, called in; and further Examined.

1149. *Chairman.*] HAVE any further communications taken place between the Post-office and the Railway Companies since you were last examined?—Since I was last here, we have made a fresh agreement with the Grand Junction Company; the agreement is to convey the mails from Birmingham to Manchester and Liverpool and back again, four times per day, at the following prices: for the morning trains, 2*l.* 10*s.* each trip; for the evening trains, 5*l.* each trip, and for the day trains, 1*l.* 2*s.* 6*d.* each trip; making the total expense per day 19*l.* 10*s.*, with a covenant to enter into a contract to perform the service punctually in four hours and 45 minutes from Birmingham to Manchester and Liverpool, and in five hours from Manchester and Liverpool to Birmingham; and they also covenant to enter into a contract to be bound under a penalty of 500*l.* to be punctual: these, I think, are the chief and important stipulations. We have not entered into the contract, because at that time it was conceived that the arrangement would be so temporary, owing to the expected opening of the London and Birmingham Railway; and this agreement being entirely dependent upon that opening, we have kept back the contract, consequently the company cannot be sued for the payment of the penalty; all we can come upon them for is the damages for the breach of that agreement, which it would be difficult to recover from them through a jury; therefore, I fear any penalty so long as the contract remains unmade is nugatory; had we known, however, that it would be so long before the London and Birmingham opened, we should certainly have entered into the contract; but, as I have before said, the reason we did not do so was, that we thought on the 1st of January or the 1st of March the London and Birmingham would have opened. Colonel Maberly.
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1150. Why do you say this arrangement must be dependent on the opening of the London and Birmingham Railway?—The times must be entirely changed, and that was the stipulation with the Grand Junction; we felt that originally such would be the case, and consequently, in the authority the Postmaster-general gave to Mr. Louis to enter into this contract, it was stipulated that there should be, if possible, a temporary agreement till the London and Birmingham opened; if we could have got the London and Birmingham times, we would have continued the trains on at those times to Birmingham and Manchester; but owing to our not getting the time-bill of the London and Birmingham, we were precluded entering into that arrangement, even if the Birmingham and Liverpool Railway and the Grand Junction would be willing to enter into that agreement at that distance of time.

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1151. Are the trains which you have mentioned to convey your letters, according to the agreement you have described, special or ordinary trains?—I should almost call them ordinary trains for the present, for it was a continuation of trains at the same hour, which we have adopted since July; but we paid for the evening and the morning trains more upon the principle of special than of ordinary trains. They may be considered in some degree special, inasmuch as the directors stated to Mr. Louis that, if it was not for the Post-office, they would not have continued those trains, as they did not remunerate them, and therefore they charged us a much higher price than they would have done if they had run them for their own purposes; therefore, in some degree, they may be considered special, but in some degree ordinary.

1152. Is it in the power of the Post-office to vary the times of the departure of those trains?—It is not in the power of the Post-office to alter the times.

1153. Have the goodness to read the passage which relates to that point?—“And it is further agreed, that the said contract shall continue in force until one party shall give one month’s notice in writing to the other to determine the same. The intent and purpose of this short notice being agreed on, are with the view of making fresh arrangements when the London and Birmingham Railway Company shall be prepared to convey Her Majesty’s mails, and thus fall in with the despatches to and from Birmingham, Liverpool, and Manchester.” There is also a stipulation that if the mails arrive late at Birmingham, an express engine shall be furnished by the railway, for which engine we are to pay 5*l.*, if the engine does overtake the regular train before it reaches Whitmore, which is about half way; if it does not overtake the regular train before the regular train reaches Whitmore, then 10*l.* is to be paid for that service.

1154. Do you consider these conditions fair and reasonable?—Indeed I do not think there is much to quarrel with, provided those trains are not remunerating, as the directors say they are not, and which we have no means of verifying.

1155. What are the hours at which those trains start?—From Birmingham to Liverpool, for which we pay 2*l.* 10*s.*, at a quarter past seven A. M.; from Manchester and Liverpool back again to Birmingham, half-past six A. M.; the evening trains, seven or a quarter-past seven, from Birmingham to Liverpool, and from Liverpool and Manchester to Birmingham, half-past six. What they stated to Mr. Louis was, that the morning and evening trains started at inconvenient hours, and did not pay; some of the evening trains getting in very late, and the morning trains starting very early. In short, they said that those hours did not suit the public convenience, and that, if it was not for the Post-office, they would not have selected them at all, after the trial they had had.

1156. How long has this system been in operation?—This contract was concluded very shortly after Mr. Louis’s attendance here; it was the 28th of December; it was subject to the Postmaster-general’s approbation, of course, to be given in seven days, and, in addition, they offered to fit up for us a travelling post-office, in order to enable us to sort the letters for the London despatch both ways, which they have done, and which is now in operation.

[*The Agreement was delivered in, and read as follows:*]

“Agreement made this 28th day of December, in the year 1837, between John Moss, esq., on behalf of the Grand Junction Railway Company of the one part, and George Louis, esq., on behalf of Her Majesty’s Postmaster-general of the other part. For the considerations hereinafter mentioned, the undersigned, John Moss, does hereby undertake and agree, four times, daily, in every week, from and after the expiration of a notice of seven days from the said George Louis, to convey from the railway station at Birmingham, to the railway stations at Liverpool and Manchester, and back, Her Majesty’s mails of letters, by carriages moved by locomotive steam-engines on the railway; and also to take up and convey by such carriages all bags of bye or cross-road letters or mails of any other description that may be delivered or tendered to them or their agents for conveyance by or on behalf of Her Majesty’s Postmaster-general, or his deputies or agents duly authorized, within the time hereinafter mentioned; that is to say, in not more than four hours and forty-five minutes each time from Birmingham to Manchester and Liverpool, and in not more than five hours each time returning: the periods of starting from each station, the said John Moss and the said George Louis agree should be as follows; viz. 7 to 7.15. A.M., 11.30. A.M., 2.30. P.M., and 7 to 7.15. P.M. from Birmingham; and, respectively, from Liverpool and Manchester at 6.30. A.M., 11.30. A.M., 2.30. P.M., and 6.30. P.M. And the undersigned, John Moss, further agrees and undertakes to enter into and execute a contract with Her Majesty’s Postmaster-general to the above effect, whenever the same shall be tendered to him for that purpose; by which contract he shall be bound to Her Majesty, her heirs and successors, in the sum of 500*l.* for the due and faithful

faithful performance thereof; and until the said contract shall be prepared and executed, he engages and promises to observe and perform the above regulations, and to be subject to all the covenants, stipulations, and conditions of such contract which will be based on this agreement. In consideration whereof, the said George Louis, on behalf of Her Majesty's Postmaster-general, agrees that the undersigned, duly performing his said engagement, shall be paid out of the Post-office revenue as follows; viz., for the 7 to 7.15. A.M. trip from Birmingham, 2 l. 10 s.; 11.30. A.M. ditto, 1 l. 2 s. 6 d.; 2.30. P.M. ditto, 1 l. 2 s. 6 d.; 7 to 7.15. P.M. ditto, 5 l.; for the 6.30. A.M. trip from Manchester and Liverpool, 2 l. 10 s.; 11.30. A.M. ditto, 1 l. 2 s. 6 d.; 2.30. P.M. ditto, 1 l. 2 s. 6 d.; 6.30. P.M. ditto, 5 l.; making a total daily charge of 19 l. 10 s. for the eight trips. And it is agreed by the said John Moss, that in cases when the mail-coaches shall not have reached Birmingham before the departure of the railway-train, a special steam-engine shall be provided to convey Her Majesty's mail-bags of letters; and should the said special engine overtake the regular train before it reaches Whitmore, which is about half-way between Birmingham and Liverpool, then, in consideration thereof, the said John Louis, on behalf of Her Majesty's Postmaster-general, agrees that 5 l. shall be paid out of the revenue of the Post-office; in case, however, of the said special engine not reaching Whitmore before the regular train shall have left, and that it shall be necessary to send it on to Liverpool, or to any place beyond Whitmore, then in consideration thereof the said George Louis, on behalf of Her Majesty's Postmaster-general, agrees that 10 l. shall be paid out of the revenue of the Post-office; for this sum of 10 l. the said John Moss hereby agrees that a special engine shall also be sent from Warrington to Manchester on arrival of the special engine from Birmingham, in case of that engine not reaching Warrington before the regular train has left, and it is agreed by the said John Moss that the necessary mail-guards shall be conveyed by the railway free of all expenses. And it is further agreed that the said contract shall continue in force until one party shall give one month's notice in writing to the other to determine the same. The intent and purpose of this short notice being agreed on, are with the view of making fresh arrangements when the London and Birmingham Railway Company shall be prepared to convey Her Majesty's mails, and thus fall in with the despatches to and from Birmingham, Liverpool, and Manchester; provided, and it is hereby declared, that this agreement and the terms thereof shall in all respects be subject to the approval of Her Majesty's Postmaster-general, who shall have full power and authority to annul and determine the same at any time within ten days from the date hereof.

John Moss,
George Louis.

" Witness to the signatures of John Moss and George Louis,

" *Edward Ellis*, of the Mail-coach Department, General Post-office.

" Re-signed by John Moss, in the presence of

" *William Banning*, Postmaster, Liverpool."

1157. Has the service, during this period, been performed for the Post-office with regularity, and in a satisfactory manner?—Most irregularly.

1158. Mr. *Wallace*.] Has that been owing to the weather, or owing to the want of power?—At first I considered there might be great excuse on account of the weather; it was just at the commencement of the frost; and though we had great reason to complain, on consulting with Mr. Louis we agreed it would not be fair to threaten to institute proceedings against them, but it became so bad shortly afterwards that we did threaten that, unless they gave a satisfactory explanation, we would institute proceedings against them, and I have here Mr. Chorley's answer, the secretary to the Grand Junction Railway, to that threat on the part of the Post-office. The letter of Mr. Louis was dated 17th of January 1838; it is in these terms:—"Sir, With reference to the very serious delays which have taken place on the Grand Junction Railway since the contract has been entered into, I beg leave to inform you that I have it in command from the Postmaster-general to acquaint you, that his Lordship has decided to put the case into the hands of the solicitors, as he feels called upon, for the sake of the public, to inflict the penalty of the contract, now that we pay so high a price, unless some satisfactory reason is given for the irregularities of this railroad, and some guarantee that they shall not again occur. I shall be glad, therefore, to hear from you upon the subject. I have, &c., (signed) *Geo. Louis*."—To that Mr. Louis received the following answer, dated Liverpool, 19th January 1838:—"Sir, I have the honour to acknowledge your letter of the 17th, apprizing me that the Postmaster-general has instructed the solicitor to the Post-office to take steps for the recovery of a penalty from this company, on the ground of delays which have lately taken place in the delivery of mails, unless some satisfactory reason be given for the irregularities complained of. I shall lose no time in laying this communication before the directors at their next meeting, after which I shall be enabled to return a more particular, and, I trust, a more satisfactory reply than it is at present in my power to give. In the meantime the Postmaster-general may be assured that the various detentions that have occurred, nearly all arising from causes which

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it is almost impossible to control or provide against, have not taken place from any want of anxiety in the directors and managers of the company to insure regularity, and that their efforts to attain it will not be relaxed. I am, &c., (signed) *J. R. Chorley*."—Then we received this letter from Mr. Chorley:—"Grand Junction Railway, Liverpool, 27th January 1838. Sir, I have laid before the directors your letter of the 17th inst., communicating the intention of the Post-office to proceed against the company for the penalties under the contract for the late arrivals of the mail-trains, unless a satisfactory explanation can be given. I am desired by the directors to assure you that they have every disposition to afford the Post-office as full and minute information as the nature of the case will admit of; but the causes of delay not unfrequently arise from temporary imperfections in the machinery (occurring often during the journey), which are only discoverable on the careful examination of the engine, which takes place when it is at rest, after the day's work. Hence the general and unsatisfactory reasons assigned upon the way-bills at the moment of arrival, of 'want of steam,' 'engine weak,' 'engine out of order.' Another prevalent cause of delay, not only during the frost, but in the moist and foggy weather which preceded it, has been the slipping of the engine upon the rails, a casualty which, it is to be feared, will always be experienced at this season of the year in a greater or less degree. This mode of communication is also exposed to other causes of detention, which cannot be ascribed to defects in the locomotive power; as, for instance, the interruptions occasioned by the breaking down of waggons and overtaking heavy traffic, delays at stations, &c. The particulars of each case are furnished you in the daily returns which are made to you by your own servants, which it is our wish should be as complete and explanatory as possible. I fear, however, that such voluminous reports as they would be, if every occurrence were fully detailed, would lead to no practical beneficial result. But I am specially instructed to assure the Post-office authorities, that no expense or exertions shall be spared on the part of the Railway Company to insure regularity in the transmission of the mail-trains. The directors, as is well known, have been disappointed by the engine builders who contracted to supply them with locomotive power, the ill effects of which they have never ceased to feel since the opening of the road. They ordered, however, some months ago, a full complement of engines, which will be in course of delivery in a week or two; and, if the promises of the builders can be relied upon, we shall be supplied with a succession at short intervals. With this accession of power, and with the experience which we have gained in the last few months, we are sanguine in the expectation of being able to obviate many of the grounds of complaint, or at least to reduce the number to such as are peculiar and incidental to railway travelling. In the meantime, we hope for the same indulgence which is usually shown in cases of a like nature, where the breach of the contract is not attributable to any inattention or wilful neglect." We accepted that apology; in point of fact, we knew we had no remedy against them if we had prosecuted them for the payment, and had then gone to them again to make a fresh contract on the opening of the London and Birmingham Railway: in case of their refusing to make any contract we were totally at their mercy. We had no mails and no post-horses; in all probability, and merely for the exercise of this power to remedy a few irregularities, at present very inconvenient but temporary, we might have sacrificed the transmission of the mails for months.

1159. To what do you attribute the irregularity which took place in the service of the Post-office, in the railway?—I have heard frequently that it is the want of power, but it is impossible for us to say that it is so.

1160. Are you satisfied that the irregularities which take place there, take place in consequence of want of care and attention on the part of the company?—That it is impossible to say.

1161. Have you reason to believe it was caused by overloading the trains?—I have heard they have done so on many occasions, but it is perfectly impossible for me to prove it.

1162. Did not the Post-office take means to ascertain from competent persons whether that was or was not the case?—How could they ascertain it; nobody but the engineer examining the engine could ascertain it.

1163. Mr. *Loch*.] Have they not added more carriages to the trains at Birmingham than the Post-office officers thought they ought?—They say they have not.

1164. Have they not done it in opposition to the representation of the Post-office officers?—I do not know what the Post-office officer has represented, but if he

he has represented to the resident engineer, or whoever is in authority, that they were going to put more carriages than he thought the engines could carry, and the engineer said, "No, you are totally wrong, this engine can carry double," I suppose the company would have taken the opinion of their engineer, who was responsible. Colonel Maberly.
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1165. Supposing a remonstrance made on the part of the Post-office, that the mail arrives at Liverpool too late; is it the necessary conclusion that the train was overloaded, notwithstanding the remonstrance of the Post-office?—No; it may have been the want of water or slippery rails; the guard assigns all these upon his time-bill, but we cannot tell whether it is the fact or not. Mr. Louis made a complaint, dated 5th of February 1838:—"Sir, It is my imperative duty to bring distinctly before you the great loss of time which has occurred on the railway. I have for many reasons deferred noticing lately the great losses in this respect, as I have been led to believe some new arrangements were about being made to remedy the evils which arise to the public. The reports enclosed seem to be caused by generally too heavy trains being sent for the power of the engine. I take leave to request that the directors' notice may be specially directed to this circumstance, for, after the contract entered into by the chairman, the Postmaster-general was entitled to expect that they would not on any account admit delay from such a cause as this." This was the answer, dated the 14th of February, from the secretary of the railway to the complaint of Mr. Louis:—"Sir, The subject of your letter of the 5th has had the best consideration of the directors, whose attention is continually and anxiously given to increase the regularity of the transit, which, they are glad to say, has improved during the past week, and trust will continue, except in cases of inevitable accident, such as the utmost precaution cannot always obviate. On the subject of one alleged cause, namely, the heavy trains, they have directed Mr. Allcard, the resident engineer, to make a report, a copy of which I beg leave to enclose." Then that is in these terms:—"Dear Sir, I beg to return you the extracts from the Post-office time-bill, which I should have done sooner, but was not able to obtain the requisite information concerning the loads, where the remark 'heavy train' occurs. Our engines between Manchester and Warrington are never loaded to nearly their power. On the occasion alluded to, in one instance there were ten carriages attached, in other cases not so many: indeed, I may safely say that we never send more than ten. The principal cause has been the coke, which during the frost we have been glad to get how and where we could, and a great deal of very inferior quality has been used." That only shows how impossible it is for the guards to come to any conclusion upon the fact.

1166. Is it, or not, the fact, that the Post-office officers, at Birmingham, as well as other stations, have frequently, of late, since they began to carry goods, remonstrated with the local engineer as to putting on carriages with goods, in addition to the carriages carrying travellers, he being of opinion beforehand that there would be an irregularity in their arrival?—I really do not know; Mr. Louis can speak to that point, probably; that would not come to me, except in the case of a great irregularity or complaint.

1167. Mr. *Easthope*.] What are the qualifications of the person stationed by the Post-office to judge of the cause of the delay; how far may his remonstrance be considered entitled to attention from his representations?—He is merely a common guard, at 100 *l.* a year.

1168. Mr. *Wallace*.] When formerly examined upon this subject, this question was put to you, "Can you account for the frequent delays upon the road?" the reply was, "I cannot; the engine-men only are competent to do so;" the question then was put, "Have the Post-office employed any skilful person to make a report upon that?" Have the Post-office done so?—We have not.

1169. Mr. *Hutton*.] Would there be any difficulty in the Post-office having a series of questions upon their way-bill, answers to which might be put by the guard, the name of the engine employed, the number of carriages attached, the number of waggons attached, whether any complaint of coke, whether any delay with respect to water?—I conceive those questions might be answered; but I doubt very much whether we could depend upon the accuracy of the guard, in answering so many questions, in dark nights, or snowy, and the guard occupied with his bags, which in the intermediate trains are very numerous, amounting to nearly a thousand a day; I think he might be obstructed in his duty of delivering the bags by having to make all those observations upon the time-bill.

1170. Mr. *Greene*.] Does not he, at the present moment, make the best obser-
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vation he can as to the causes of delay?—He states, generally, roughly what he considers to be the causes of delay; but which, in point of fact, may not have been the causes. I conceive the best way is to tie them down by a penalty to be regular; and, if they are frequently irregular, to call upon them for the penalty.

1171. Mr. *Wallace*.] Are the agents on the railway selected on account of their knowledge of engineering?—Not at all.

1172. Would it be advisable to take guards from that portion of the public acquainted with engineering, as guards are taken from all other professions?—We are obliged to dispose of the establishment thrown upon our hands by the abolition of mails; it would be endless expense if we had to pension those guards, and take up others.

1173. Is it the practice to give guards, who are able-bodied men, and whose services are no longer required, pensions?—Of course we should if we turned them about their business, after a certain number of years' service; but it is infinitely wiser to absorb them into the establishment, and to make their services useful.

1174. Would it not be wise to employ a person whose profession enabled him to judge of what he was engaged in, and would it not be more economical than employing ignorant men?—I do not see what result could be gained by engaging such competent persons. When we get a contract with those railways, we shall see whether they are regular or not; if they are irregular we shall then come upon them for the penalty of the contract; and that will be an infinitely easier and more obvious way of remedying the difficulty, than paying highly for scientific attainments, when, after all, we do not find we can remedy the inconvenience by means of a money payment.

1175. Mr. *Hutton*.] The Post-office having no means of enforcing their contract at present, did it not appear a natural arrangement that, not having those means, they should be able, through their own officers, to have such evidence as would enable them to insure the fulfilment of the agreement?—The Honourable Member, I think, loses sight of the point, that this is a mere temporary arrangement till the London and Birmingham Railway opens, which, in all probability, it will in the course of a month, when we hope to bind them by a regular contract, provided they are ready to enter into contract with us; which, perhaps, they will not, unless the Legislature passes a Bill; we are at present in the situation of losing the mails, and not being able to compel the railroads to take our mails, therefore every arrangement we make is temporary, and must be considered as of a temporary nature.

1176. Mr. *Wallace*.] Would it not be a great advantage in making your contract to have the best possible information in the Post-office department, to be included in those contracts?—Of course it would.

1177. Can that be obtained in any way so well as from persons cognizant of engineering?—Of course, an engineer must be infinitely the best judge of all those matters.

1178. And a scientific person acquainted with those matters, were he to be employed, might give a great deal of information to the Post-office department?—Of course, he might; but it would be a question whether the Treasury would allow us to have such person employed in such capacity.

1179. Mr. *Greene*.] He must be altogether independent of the guard, the guard's duties being of a different nature, must he not?—No; I think if an engineer were appointed a guard, the engineer might perform the guard's duty, for we take a man from the plough-tail and make him a guard.

1180. Has he not other duties to perform; if he sorts bags, and is generally shut up in the duties of the Post-office, how would it be possible for him to give that information?—He can only look out from time to time and get information in the best way he can collect it.

1181. Mr. *Easthope*.] Do you think the possession of those high qualities of science that an engineer of any consideration possesses are compatible with the ordinary employment of a guard; would a man competent to those duties long continue your guard?—Of course, if a man had any high qualifications he would not consent to receive only a guard's wages; but I take it, the guard, the person who has been referred to, was an engineer of steam-vessels.

1182. Mr. *Wallace*.] Have the Treasury thrown any obstacle in the way of employing such persons?—We have never submitted it; we did not think it necessary.

1183. *Chairman*.]

1183. *Chairman.*] Have you any further statement to make?—Yes; one mail has been burnt in consequence of a defective engine; this is a report from the two clerks who were employed in the Travelling-office:—"Birmingham, 16th February 1838. Sir, It becomes our painful duty to report a circumstance which occurred this morning connected with the railway, from which we apprehend great inconvenience, and perhaps serious results, may arise to that portion of the public interested in the communication with Carlisle. The London mail for Liverpool arrived at 7.15. A.M., and was duly forwarded by the first railway-train. The Manchester was not received till 7.45, when it brought, in addition to its own, the bags usually carried by the Carlisle mail, which had been upset near Daventry, and was unable to proceed to its destination. In order that these very important mails might not be unnecessarily detained, we procured an express engine, and having, as is customary in such cases, fastened those for Manchester and the North on a larry between the engine and the Post-office, they being too bulky to travel in the latter, we departed at 8.10, without waiting further for the Bristol mail, and proceeded to perform the duties in the office till the progress of the train was suddenly checked near Whitmore; and, on inquiry as to the cause, were informed that the fire-bars of the engine had been burnt through, and a delay of half an hour, to make a temporary repair, was the consequence. On our arrival at the next station, Crewe, we were much alarmed at the intelligence received from the engineer, that one of the bags on the larry, which proved to be the Carlisle, was on fire: we immediately hastened to extinguish it, which was done very promptly, there being, fortunately, plenty of water at hand. On examining further, we regret to add that we discovered the letters and newspapers were much burnt and defaced; the bags in the Carlisle escaped, if we except the Brampton, which was very slightly damaged. Having wrapt the letters carefully in paper, and replaced them in the two bags, we proceeded to Warrington, whence we forwarded them in the regular course at 12.50. P.M. The cause of this serious accident can only be attributed to the insecure state of the engine, the fire-bars of which being burnt, allowed the red-hot cinders to escape in all directions, and two, unfortunately, lodged on the bag in question, and, had it not been discovered thus early, there is every probability that the whole would have been consumed. We would beg to observe, that the engine was in such a state of inefficiency that we were detained at four different parts of the journey, and at last were obliged to let all the water out of the cistern, into which the tender-man descended to examine into the cause of the stoppage, of which we were kept in perfect ignorance. The guard, Powell, who was attending to his regular duty in the office, took charge of the bags, Prescott and road-bags for Liverpool, and stated to us on his return, that, between Warrington and Liverpool, the fire and grate of the engine gave way and were precipitated to the ground, and nearly caused the train being turned off the tram: they were, however, pushed forward by a train which overtook them, and the arrival did not take place till 2.20. P.M. Having now briefly and hurriedly stated the particulars of this unfortunate affair, we would humbly submit the case to your consideration, and trust that our conduct in forwarding the damaged letters will meet with your approbation. We are, sir, your most obedient humble servants, *Fredk. W. Karstadt, W. Mellush.*" We have called upon the directors for explanation as to that, but have not yet received their answer.

1184. *Mr. Wallace.*] You have stated that the present agreement for conveying the mails between Birmingham, Liverpool, and Manchester, imposes a penalty of 500 l.?—It does.

1185. In what manner would the 500 l. be recoverable?—The agreement binds the railroad directors to enter into a contract, the penalty for the breach of which shall be 500 l.; but being an agreement, the solicitor tells me we cannot enforce the penalty under that agreement: we cannot enforce the penalty unless we have a contract complete. We could only go to a court of common law for a breach of covenant, and maintain an action for damages against them.

1186. By a contract which has been given in, it appears that 500 l. a year is the amount of the penalty agreed on?—No; it is only a penalty of 500 l. if they are not regular; I presume they may be sued for each offence.

1187. *Mr. Greene.*] The proposed contract would be made in the same terms as the old mail-coach contracts?—It would be of course subject to the conditions the contractor might think fit to impose; that would be a subject of very mature consideration.

1188. *Chairman.*] Since your last examination before this Committee, have you

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you had any further communications with the London and Birmingham Railway Company?—Yes; I have not myself officially. Mr. Louis has chiefly had the communications; but I have had a good deal of correspondence with the chairman, Mr. Glyn, who is a private friend of mine, and after pressing them repeatedly to give us a time-bill, and to name their times, and pointing out to them the times which would permanently suit us, after the whole line should be permanently opened, which I submitted to the Postmaster-general, and which he approved, would be 8 A.M., 11 A.M., 3 P.M. and 8 P.M., and half an hour later from the railway station; that those would be the hours that would best suit our convenience; after pressing a good deal upon the subject, I got an official letter from the secretary to the board, stating that the directors would adopt our hours; but that with regard to night-trains they must decline for the present running them at all; they subsequently, however, modified this determination of not running night-trains, and wished the question should remain open. A short time ago, to my great astonishment, I got a long time-bill from the chairman of the Birmingham Railway Company, stating that they had fixed certain times, some of which were different altogether from those which the Post-office had mentioned to them, which we understood they were prepared to adopt; and, with regard to the night-train, they stated that they would furnish us a night-train at half-past eight, but that they must decline carrying passengers altogether by that. In consequence of this some correspondence passed between us, and there is now a letter of remonstrance from Mr. Louis on the subject lying before them, to which we have yet had no answer, but I begged they would tell me what terms they asked. This proposition, however, will have this effect as regards the Post-office, I allude particularly to that which will furnish us a night-train without passengers, that will put us to a most enormous expense in carrying the mails, and for this reason: the Committee are aware that the mails are now carried cheaply by a certain portion of mail-coaches being given up for the mail, the rest being appropriated to passengers and their luggage; but, in point of fact, the result of this arrangement is, that the passengers and their luggage are the persons who nearly pay the whole expense of the transmission of the mail; the consequence therefore of not carrying passengers would be, first, a very heavy expense on the railroad in their terms down to Birmingham, inasmuch as the mail itself must pay the whole cost of transmission by railroad to Birmingham; next, as there would be no passengers carried by the railroad to feed the Birmingham and Liverpool and Manchester train on the Grand Junction, there would be a most heavy expense from Birmingham to Liverpool and Manchester; and next, again, as the two mail-coaches which start to Edinburgh and Glasgow are fed by the Grand Junction and London and Birmingham trains by passengers, which come down by them, we should have to maintain those coaches without passengers all the way to Edinburgh and Glasgow at an enormous cost. In addition to this serious consequence to the Post-office, the directors have fixed upon a despatch from London at half-past six as far as Denbigh-hall, and as the coachmasters have, as I understand, expressed their determination of starting coaches to the north-east from Denbigh-hall on the arrival of those trains, the consequence would be that all the mails to the north-east would also be deprived of their passengers, so that in all probability we should lose the Leeds, the Halifax, the Hull, and, perhaps, the York; in point of fact, we cannot tell what would be the consequence in point of expense to the Post-office of carrying such determination into execution.

1189. Was the refusal of the company to carry passengers by night-trains absolute, or did it depend upon your refusal to comply with the terms which they demanded?—At present we know nothing at all about terms; we have not entered at all into the subject of terms, but the ground of their refusal to carry passengers at night is the want of safety to the passengers; but if they can carry their own engineer safely, and also the Post-office guard and clerk safely, I do not see why they cannot equally safely carry passengers; besides that, they will be actually travelling over the ground, because, as Mr. Louis has very properly suggested in his letter, if they cannot carry us all the way to Birmingham at night, starting at half-past eight, which hour we are very anxious to maintain on account of the public convenience, they could carry the mail as far as Denbigh-hall, then we could start a mail on from Denbigh-hall to Birmingham without putting it on the railway from Rugby to Birmingham; and if they were to accede to that, the mail-coach train, which started at half-past eight at night, would arrive at Denbigh-hall about 20 or 25 minutes past 11, and would be actually running over that
railroad

railroad only an hour after their own train, which starts at three o'clock from Birmingham, and which does not get into London until half-past ten, so that the railroad will not be occupied by the mail-coach train running to Denbigh-hall for an hour longer than the railway now is for their own purposes of carrying passengers for their own benefit and emolument; added to which, in the long dark nights, they would be running nearly as much in the dark by their own train as they will by a mail-coach train, which starts at half-past eight, so that we cannot quite see the reason of their adopting such a proceeding, if, indeed, safety is their only object.

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1190. Mr. *Easthope*.] Did they state anything about its requiring two sets of police officers?—No; the only reason hitherto furnished us is the danger of the embankments subsiding, and the necessity of watching them to provide against any accident which might happen by the subsiding of the embankment.

1191. *Chairman*.] If the difficulty rested upon the necessity of employing another set of police, that would be merely a question of expense?—Just so; but hitherto there has been no question of money, all we are at issue upon is the question of time.

1192. Mr. *Wallace*.] Are you to be understood that the chairman of the Birmingham Railway Company considers the train proposed to be sent at half-past eight as the only night-train?—I presume so; their train which comes at half-past ten into London starts at four o'clock from Birmingham, and I suppose they would call that a day-train.

1193. Mr. *Greene*.] In coming into London would not the mails arrive at an early hour in the morning?—They propose to bring the mail back, but equally without passengers.

1194. Are you prepared to state the provisions which it would be desirable for Parliament to introduce into any Act to be made to enable you to do justice to the public in your arrangements with those companies?—I believe I can add nothing to that I have already communicated to the Chairman, that I think the Post-office should have very strong powers, should have power to demand nearly what it pleased, but on condition of paying liberally for what it asked.

1195. Mr. *Easthope*.] In what form would you provide for the adjudication?—It was proposed that that should be settled by arbitration; it would be a very important matter to select persons to arbitrate, and I should feel a great responsibility in selecting an engineer who might be completely under the control of the public.

1196. Mr. *Wallace*.] After the frequent delays and conduct altogether of the Grand Junction Railway Company, as regards the Post-office, are you prepared to advise the employing the London and Birmingham Railway in its present unfinished state?—The Honourable Member will see we are completely in the power of the railway; as I was just stating the railway had much better not run night-trains at all than run them without passengers, for the moment the railway begins to run those trains, that instant the horse-coaches drop; and that will be our difficulty, that the dropping of the mail-coaches and the opening of the railroad will be simultaneous; it depends upon the railroad whether they will knock up our coaches the moment they begin to run at half-past six, starting at which hour they will reach Denbigh-hall at about half-past nine; if the coachmaster chooses to put on coaches at Denbigh-hall that would utterly ruin the mails, and we should be obliged to post, if we could get post-horses, after the railway opens.

1197. In the event of its proving that mail-coaches cannot be maintained by the Post-office, would the Post-office still adhere to the hour of eight or half-past sending away their evening-train, or would they accommodate themselves to circumstances; they cannot control and send away the mail at half-past six?—If it were a matter of necessity we must bend to necessity, but I should very much deprecate an alteration of the time of sending off the mails, as a very serious privation of the privilege enjoyed; now letters leave the House of Commons as late as seven o'clock; suppose letters were to go out at half-past six, they must leave the House of Commons at half-past five; at present it is very difficult to sort the letters coming from the House of Commons so late as seven.

1198. You are understood to say that very shortly the Post-office will be entirely in the power of the railway company?—They are now.

1199. Will the Post-office submit to that control, or adapt itself to what it cannot control by altering the hour of sending away the evening-mail?—It being absolutely necessary to submit, submit we must, unless Parliament thinks fit to give us a bill with powers, which I think it ought immediately.

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1200. You have stated, in general terms, your opinion as to these powers, but not particularly?—I have drawn up a memorandum of what I consider absolutely necessary. With respect to the powers required, we are of opinion that we should have the power of demanding special trains for the Post-office service at such times as the Postmaster-general should fix, and that the Postmaster-general should fix the nature of the service, and all the conditions of the service except the price, the price to be settled by arbitration, and the arbitration to relate to nothing but the price; the result of that would be, if we called upon them to perform very unreasonable conditions, we should have to pay for those unreasonable conditions in the increased price to the railroad proprietors. With regard to ordinary trains, we are of opinion that we ought to be able to carry our guard and bags by them at a low price, which need not be fixed by arbitration; I think the price might be fixed for the ordinary trains on general principles; by ordinary trains, I mean those trains which the railroad has started for its own purposes, and which it finds profitable to run; if the Post-office finds it convenient to employ such trains, I should say that the railroad ought to convey the guard and the bags at a low price, and that the railway ought not to be permitted to change those times which the railway itself should have fixed, without due notice to the Post-office, to enable them to make other arrangements; those were simply the two provisions which would form the basis of any bill which I think should be introduced, arbitration for special service, and a low fixed price for those trains which the railway would run, whether the Post-office employ them or not.

1201. Mr. *Hutton*.] Is the arbitration you propose to affect only the price of carrying the mails?—The price would include, of course, the performance of the whole service. Supposing one of the conditions for a special train required by the Post-office was, that the railway should furnish a travelling-office for the clerks, properly fitted up; if we were not despotic as to the conditions, the railway company might say we will carry your bags, but we will give you no travelling-office; it is necessary the Post-office should have power to call upon the railway company to furnish a travelling-office; but then the railway might and would say, It is very true you have called upon us to furnish a travelling-office, but you must pay us a reasonable price for the expense to which we have been put. The arbitration would be upon the price alone that would be necessary for the company to furnish the travelling-office; the price awarded would be accordingly. Then, again, another instance I may give. It was reported to me, at one time, that though the railway company would allow us to run trains at night, they would not watch the road, which might be absolutely necessary, by taking the powers that I should propose the Post-office to have. In the Railway Bill, the Post-office would have the power of compelling the railway directors to watch the road, the arbitrator allowing the company a compensation in point of price for the service performed; but the Honourable Member will see that, unless we reserved to ourselves this power, the railway directors, by refusing to us any one of those conditions, would frustrate the whole of the arrangement.

1202. Is it not understood that the Post-office should have the power, in such a bill, to enforce with the night-trains the carrying of passengers, as unless there be such power, such a price might be put on the carrying passengers as would frustrate the arrangement?—I think that should be one of the articles of arbitration. I think they should be obliged to carry passengers; if they were obliged to carry the mails to the north without passengers, and if we were obliged to post it, instead of the present mails carrying them to the north, there would be a great additional expense. The mails, at present filled with passengers, cost us about 2,400 *l.*; that arrangement would cost about 22,000 *l.* each mail; added to which, I take it the railway, if it carried no passengers, would make a demand for a special train; the charge for a special train to the Post-office would be 10 *l.* a train, that at 40 *l.* a day would be 12,000 *l.* a year.

1203. Mr. *Easthope*.] Provided the railway companies that are now in operation would come into a general agreement to refer all questions of disputes between you to arbitration, and they could be settled by compromise between you, do you not think that there would be some considerable convenience both to the public and to the railroad companies from deferring any positive legislation until both parties have acquired more practical information as to the whole question?—I think the bill would answer all the Honourable Member's object; an agreement, if it were stringent, would be, in point of fact, as good as an Act of Parliament; but to be
stringent

stringent on all the parties, I apprehend nothing but an Act of Parliament would accomplish the object.

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1204. If the railway companies were ready to say on all questions in dispute, until practice has taught both parties their capacities and deficiencies, we are willing to leave it to arbitration, do you not think that in the course of 12 months, or a shorter period, we shall be in a condition to acquire more information as to the course in which it will be expedient to legislate?—I have a very strong opinion upon the subject; the more I see of railways the more I am convinced it is absolutely necessary to pass a bill instantly, for those bodies are so powerful that the time may come when the Post-office service may be stopped entirely, unless we have the means of controlling them in some way, and that if the bill is not got quickly it never will be got.

1205. Do you not think that if the railway companies were to set themselves up, having no fair regard to the public convenience, the public would be always stronger than those companies, and that the Post-office would be always able to prevail upon the Legislature to give them such powers as were requisite?—I do not believe the public would be able to convince them of that, except by the mails being absolutely stopped; some conclusive fact of that nature which would not admit of their entertaining any doubt, and to that I do not think it desirable to come.

1206. Mr. Wallace.] Would it not greatly facilitate the probability of contractors appearing to do the work for the Post-office on railroads if an Act of Parliament were passed clearly fixing the rights of the parties?—I should think that would facilitate it; but, as far as my own opinion goes, now the railroad is a perfect monopoly, it is quite idle to talk of contractors executing any service, except the railroad contractors. That is my strong impression; I may be wrong in it. Were a bill introduced it might be very expedient to introduce a power for the Postmaster-general to make use of all the railroad implements, and engines, and workshops, and to have full power to pass over the railroad premises, and to use their servants; and even then, with all these facilities, I take it the railroad company might throw such impediments in the way of the service, that it would be very difficult to carry it on; but without such power I do not apprehend it would be possible for the Post-office to carry on the service.

1207. Mr. Easthope.] Do you think any compulsory power given to the Post-office would be effective for district contractors to do your business on the railroad without interfering with the public convenience, by taking the management out of the hands of the directors of the railroad; if you had the power to raise up other contractors, do you not think that would so interfere with the management of the railroad as to endanger the proper conducting of the railroad?—I think it would be exceedingly difficult; the trains would be clashing; the different sets of trains throwing beans down perhaps. Any competition would be highly dangerous, and very likely lives might be sacrificed through the zeal of servants wishing to throw impediments in the way of one proprietor's carriages and to facilitate others; and all those circumstances which we see occur every day in the competition of stage-coaches would of course take place in the competition on railroads.

1208. Mr. Wallace.] Have any of those occurrences taken place where competition is now in practice between Liverpool and Manchester?—I am not aware of that.

1209. Were the Post-office prepared to recommend heads for a bill to be brought into Parliament to abandon the principle of mails passing entirely free of toll on railways?—I think in the conditions we submitted for a bill, which was a bill giving us very small powers, we proposed that the guard and bags should not pay toll.

1210. Has the department seen any reason to place the roads made of iron on a different footing from roads made of gravel?—Indeed, I do not know; that is a question I cannot answer; that is a question rather for the Legislature; the public pays eventually, and the question is whether you should throw it on one department or another.

1211. When is it expected the communications by railway will be opened upon the London and Birmingham line?—I have been told within three weeks after the breaking up of the frost.

1212. Mr. Easthope.] That is opened to Denbigh-hall, and from Rugby to Birmingham?—Yes; with 40 miles interval.

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1213. Mr. *Wallace*.] Which communication they propose to make up with coaches and carriages of various descriptions?—Yes.

1214. Do they propose to take on the mails by some of those carriages?—Yes, they do.

1215. When the terms of the contract shall be entered into, those terms will include the conveyance of the mails along the common road, and then the railway until it reaches Birmingham?—I should think so; what the nature of the contract may be I cannot possibly say till we know the terms.

1216. Will the Post-office department agree to entering on that railway service previous to having made a contract?—I do not know; we may be forced to do so. I have already stated that the difficulty of the Post-office is, that directly the railway opens the mail-coaches do not go except at a very high price, which we have the got the authority of the Treasury to pay, but only in case of emergency. We may be forced to employ the London and Birmingham Railway in the same way as we have employed the Grand Junction, on a similar agreement with Mr. Louis, if we can agree on the terms of the contract.

1217. Then by either a contract or agreement the service will be conducted in that mode?—We shall try to secure ourselves against an interruption of the service; but whether we shall employ mails on the railroad is that on which we cannot at present come to a determination, and from that source arises our difficulty; whether we try the railroad or continue our mails until we see how the railroad service is performed; but the difficulty arises from the mails withdrawing their accommodation immediately on the opening of the railway.

1218. Would it not be desirable to continue to employ the mail-coaches until they are abandoned by the passengers?—The Post-office had the other day a notice from nine mails to quit on the 1st of March, and we have been forced to get them to continue them on, on short notices; a month's notice some, and some a fortnight's, till the railroad opens; directly the railroad opens we shall receive notice from them that they will not continue them any longer.

1219. Unless at a great price?—Perhaps they will not go at any price short of the whole expense.

1220. Were any other terms proposed to those parties than the terms under which they at present run?—We have got them to continue until the railroad opens, and we have got power to negotiate with them on higher terms if necessary.

1221. Will it be desirable to ascertain the terms on which they will continue in case of necessity?—We are now in the course of ascertaining those terms on which they will continue after the railroad opens.

1222. It will be in the power of the Post-office department to lay before Parliament positive information to what amount the expense would be increased by carrying the mails after the railroad opens?—Provided we employ them, which we certainly should not, except in case of absolute necessity; if the London and Birmingham Railway will come into any terms which we think reasonable, we shall certainly not deprive the public of the accommodation they will derive from an acceleration of the mails several hours earlier to the extremity of the empire.

1223. Would Parliament have practical information, or only the opinion of the department?—Unless we actually employ them, it will be impossible for us to give more than an opinion; if we employ them, which we must, in case of necessity, we can tell how many passengers go by them, and how many by the Birmingham Railway; my opinion is, that, for some time, passengers will prefer proceeding by mail-coaches at night, rather than partly by railroad and then partly by coach to Birmingham; for some time, I think the mails might be kept up at no great expense to the Post-office, provided the contractors can be kept in good humour, and they will go with us in keeping them up; my own opinion is, that, in providing for the mails for a certain time, the Post-office would not be at a great expense for two or three months.

1224. Even if it should increase the expense, would it not be better to show the practicability of the experiment, rather than to alter the mode of the communication for two or three months?—I do not see why the Post-office should continue the old mode three months longer than is necessary; I conceive the Post-office would not be justified in not giving the public the quickest possible mode of conveying the mails; time is everything to us, it is clearly the duty of the Post-office to adopt the speediest conveyance.

1225. Is it not the duty of the Post-office to ascertain what the cost would be by

by railway and by the common road?—Not if it sacrifices the interest of the public to do so. Colonel Maberly.

1226. You think that the public would continue to go by mails for a considerable time?—I think they would if they were continued. 20 February 1838.

1227. Mr. *Easthope*.] You feel that there is great uncertainty about it?—We cannot tell how we stand at this moment; it all depends upon the London and Birmingham Railroad Company; if they give us good terms, and will carry passengers for us by their night-trains, we shall most certainly employ them; if they do not give us good terms, and will not carry passengers at night, it will be for the Treasury to decide whether they shall take the Birmingham and London Railway, with the necessary expense of running the mails on from Warrington to Edinburgh and Carlisle, without passengers, or whether they shall keep up the mails which run from London, though they will not get down so quickly to their journey's end. Whether, on the ground of economy, upon the whole, it will be quite justifiable for the Treasury to employ the mails.

1228. Whether it would be very expensive or not, depends upon whether passengers would continue to go by mail-coaches?—Yes.

1229. And no one can be a judge of that until he sees the practical accommodation afforded by the railroad?—Certainly not.

1230. *Chairman*.] Supposing the letters were carried by stage-coaches while the railroad was open, do you not think there would be a great risk of the smuggling of letters being carried on by the use of the railroad, whereby several hours would be saved?—I think so; certainly, our object in employing the Grand Junction the moment it was opened was, that we were afraid of the smuggling of letters; we gave four communications a day, and sent the mail by it the first day after it opened; and we shall adopt the same practice on the London and Birmingham Railroad, if we can possibly manage it; unless we can give the public a greater accommodation for their letters, the smugglers will beat us out, and take away our whole revenue.

Martis, 27^o die Februarii, 1838.

MEMBERS PRESENT.

Mr. Easthope.
Mr. Gillon.
Mr. Greene
Mr. Hutton.
Mr. Labouchere.

Viscount Lowther.
Lord Sandon.
Lord Seymour.
Mr. Wallace.

THE RIGHT HON. HENRY LABOUCHERE, IN THE CHAIR.

George Carr Glyn, Esq., called in; and Examined.

1231. *Chairman*.] YOU are the Chairman of the Board of Directors of the Birmingham Railway Company?—I am. G. C. Glyn, Esq.

1232. Are you, in that capacity, cognizant of the communications which have taken place between the Post-office and the company?—I am. 27 February 1838.

1233. Did you attend a meeting which took place lately at Birmingham?—I did, last week.

1234. Have the goodness to state to the Committee what resolutions were come to?—A resolution was proposed by Mr. Sturge, one of the directors, prohibiting altogether travelling on the Sunday; that was negatived by a majority of two to one, and an amendment proposed by another director, limiting the use of the railway to all necessary travelling on that day, and that to be defined by the directors themselves.

1235. What do you suppose is understood by necessary travelling?—Anything that was called for by public necessity or public service; the words "public necessity" I think are used in the resolution.

1236. You would probably understand that the service of the Post-office was included in the term necessary travelling?—Certainly.

1237. You do not believe, therefore, that, on the part of the company, there would

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would be any objection to such transmission of the mails on the Sunday as should be necessary for the General Post-office communication of the country? —I conceive not; I am not aware whether the question refers to that which is now done, or to that which may be proposed.

1238. The question refers to the communication by railway necessary for the due transmission of the correspondence of the country?—I am not aware that it would interfere with that.

1239. Do you think it would be unreasonable to leave the Post-office to be the judges of what was such necessity, and to call upon the company to engage to carry letters on the Sunday in such manner as the Post-office should direct? —I think there might be some doubt upon that, whether we should be obliged to make our train convenient to the Post-office without reference to our duty to the public also; I mean public passengers when I say the public.

1240. Do you mean to put it on a question of expense?—I combine the two; but it is a question of expense more than anything.

1241. The question supposes that the company were amply and properly remunerated for any service demanded of them on the part of the public by the Post-office?—Suppose they wanted to start an engine themselves, there would be difficulty in the directors allowing an engine to run at any hour to suit the convenience of the Post-office, without reference also to the appointed passenger trains.

1242. Lord *Seymour*.] The Post-office would in that case have to pay the whole expense?—In that case the Post-office would have to pay the whole expense.

1243. *Chairman*.] Do you think it would be unreasonable to require from the company themselves to furnish a carriage to carry the mails, instead of throwing it upon the Post-office to do so?—Provided we are paid for it.

1244. Mr. *Wallace*.] Why detach passengers from the Post-office engine?—Because it does not follow that the hour which suits the Post-office will suit the public passengers; some of the demands which have been sent to us from the Post-office we do not find to be convenient to the public.

1245. Suppose the Post-office wished to take a train of carriages with passengers with their engine, are the Committee to understand that that would not be permitted?—We do not wish the Post-office to have a train for passengers, unless under the control of the directors themselves.

1246. Have they not a right to do so now according to the Act?—They have a right to run an engine; any individual has a right to run an engine, subject to the control of the directors; when I say the control, that control applies not to the road itself, but to the use of our stations, and so forth.

1247. *Chairman*.] Do you think it likely that individuals unconnected with the company will run engines upon the railroad?—I do not; I think other companies may, but I do not think it will answer the purpose of individuals to do it.

1248. You think that other companies will act as carriers on your railroad? —I think that probable.

1249. Mr. *Wallace*.] What distinction do you draw between individuals and companies?—It would answer the purpose of the companies when it would not answer the purpose of individuals, as one would be in possession of the requisites for the performance of the public service, but they would not have the use of our stations.

1250. Then, without the permission to use your stations, the company have a complete preventive monopoly against any individual?—Certainly; he must find stations for himself.

1251. And that he may do under your Act?—No, he cannot do it under our Act; it must be a matter of private agreement for the purchase of land.

1252. Mr. *Easthope*.] There is no reason why an individual or a company may not erect stations if they can purchase the land?—Just so; they have the power by private agreement.

1253. You proceed under your Act, and take ground for your stations, but it must be with individuals the result of private agreement?—Yes.

1254. Mr. *Wallace*.] Is there anything in the Act giving power or permission to other persons to take ground, for the purpose of stations along your railway?—No, there is not.

1255. Is it considered that it would be reasonable or unreasonable to the public

public that such power should be given by an Act of Parliament?—I think it would be unreasonable towards the company, until a little more experience was had as to the result and motive for competition.

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1256. Would it be inconvenient for the public?—It would be a very great inconvenience to the company.

1257. Have the goodness to explain the reasons for that opinion?—The difficulty would be in the arrangements of police, and of the officers necessary for the preservation and watching of the railway, requiring more management, and more care and precaution, than any other mode of conveyance that has ever yet been conceived or thought of; for instance, the very fact of an irregularity in any one single train will at once disturb the whole of the arrangement for many hours following; it will be impossible, I think, to prevent the occurrence of daily accidents; we see the occurrence of many accidents now without that.

1258. Is it not probable that accidents occur more from the novelty of the undertaking, persons being unacquainted with it, than from the difficulty of arrangement?—Accidents have already occurred on the Liverpool and Manchester line, which is the line of the greatest experience, from the fact of there being two companies running together on that line, the Grand Junction and the Liverpool and Manchester.

1259. It is to be understood, that you conceive that one company only can with safety use a railway?—For purposes of safety it would be better it should be confined to one company; I had rather have two companies than individuals and a company working on the same railway.

1260. Mr. *Easthope*.] Are you to be understood that your great objection, either to the Post-office or any other party dividing the control of the railway, is that the public would be endangered, and that public convenience would be interrupted?—Most certainly.

1261. That you could not effectually control all the arrangements of the railway, and prevent accidents, if there was more than one control?—Just so.

1262. Mr. *Greene*.] What is your objection to the mail-train taking passengers; you state that there would be no objection on the part of the directors to allow the Post-office to take a carriage with letters only, but there would be an objection on the part of the directors to their taking passengers also on the Sunday?—The objection we should feel is this: it is our intention to run certain trains on the Sunday, for the public convenience on that day; and if we were to have a train of passengers likewise sent off by the Post-office on that day, it will be necessary for us to make completely new arrangements as to all our servants and clerks, and everything else of that description.

1263. *Chairman*.] If the Post-office were compelled by your arrangement to send an engine with the letters, and without passengers, would it not entail an enormous expense upon that department?—I have not the means of calculating the expense, but it would certainly be considerable.

1264. Mr. *Wallace*.] Do you propose to accommodate the public to their utmost demand of conveyance along the railway on Sundays?—That is a question not discussed by the directors, but it is left perfectly open by the general meeting of the proprietors; I am not aware that it is intended to control the necessary supply for the conveyance of passengers down and up again on the Sunday.

1265. Or to stop at any part of the way and return?—No, certainly not.

1266. Mr. *Easthope*.] Is it your individual opinion, that, in that case, the public should be left to judge of the propriety of that question without legislative prohibition, or without a prohibition in any way by a bye-law of the directors?—I feel that whatever a man's opinions may be as to the propriety of Sunday travelling, as to the railways, he has no right to permit them to interfere with the general question of public convenience; the public have given a great power to railway companies, and they are bound to exercise that power for the general convenience of the public, whether on Sundays or any other day.

1267. Mr. *Hutton*.] Do you think that principle would be so far carried out by the majority of the directors as that no inconvenience to the public would arise from restrictive regulations on Sunday?—The amendment moved at Birmingham, as drawn up by a portion of the directors, left in the hands of the

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directors ample power to do justice to the public in respect of their demands on that day.

1268. *Chairman.*] In the negotiations of your company with the Post-office, you found some difficulty in arranging the question of the price to be charged for the service performed by you for the Post-office?—The very greatest difficulty; we have had no data either on our side or that of the Post-office to lead us to any conclusion.

1269. In the present state of the railway it appears little better than guess-work?—Almost entirely guess-work.

1270. *Lord Seymour.*] Cannot you form any estimate at what expense per mile a train now travels on your railway?—I do not feel myself competent to answer that question; but I would say there is the greatest possible difficulty in our case, that we cannot at present judge of the number of police or of superintendents necessary for a line so near London. We already find, that, as regards the Grand Junction and the Liverpool and Manchester, our police force is infinitely larger than that they require, therefore we have no sure guide at present.

1271. *Chairman.*] In the event of some bill being introduced into Parliament to regulate the manner in which the service of the Post-office shall be discharged by railway companies, do you think there would be any injustice in determining, in the case of morning-trains, the guards and mail-bags shall be taken at a sum proportionate to a certain number of passengers?—Of course that would depend on the number, but I do not think that is at all an unfair mode of dealing with it.

1272. Do you think if the space that was required for the service of the Post-office was calculated, and the company was compelled to undertake the conveyance of the mail at the same price at which you would give the space to the public, that would be an unreasonable principle for the company to act upon?—I think not.

1273. *Mr. Easthope.*] Do you think the Post-office on the one hand, and the railway companies on the other, have up to the present time had sufficient experience to guide them as to any correct and equitable system of charging?—Certainly not; upon the railways with which I am connected we have endeavoured in every way to ascertain data, but we cannot bring it to any point as regards the Post-office service.

1274. Do you think on the part of your own company there is a determined feeling in favour of affording all the convenience that the public require to the Post-office, on equitable terms?—In all the correspondence with the Post-office, copies of which I have here, we have laid down that principle; we have even gone to the length of saying we do not seek a profit, we only want a fair remuneration for the positive cost of the service done; we do not even seek a profit in it.

1275. Do you desire to acquire information, by experience of your railway, of those circumstances which will enable you correctly to judge of what you ought to require of payment from the Post-office, and what they ought to require of duty from you?—That is all we seek.

1276. *Chairman.*] Confining the question to the case of trains alone, do you think any practical injustice could be effected if the same principle which the company make use of in charging the public for any space they take, were applied by them to the Post-office?—Some consideration must be allowed for weight as well as space; we are perfectly at sea as to the weight which we may be called upon to take in the train for the Post-office. If a proposition had been made to us by the Post-office, it would have been much more easy to have arrived at some conclusion, but we have had no proposition; we have had plenty of letters, and have been pressed to make a proposition to them.

1277. *Mr. Gillon.*] Do you expect soon to be able to determine the wear and tear of the railways, and the expense of locomotive power?—We have not yet, but we hope soon to arrive at that; we ought to arrive at it.

1278. When you shall have arrived at that point, do you not consider it fair, that, as far as the wear and tear of the rails go, the Post-office should be enabled to send their despatches free of expense?—I do not see why they should be allowed to work our rails to pieces without paying us for the cost of them.

1279. Are you not aware that the mails run free of toll on the turnpike-roads?—Where that is a part of the consideration, the price is less, of course, for the service done, but the cases are scarcely analogous.

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1280. Mr. *Easthope*.] Is it not the fact, in the case of the mails, that the public repair the turnpike-roads, whilst, in the case of a railway, it is kept in repair by a body of individual proprietors?—It is kept in repair in one case by the proprietors only, and in the other by the general body of travellers and the adjoining landowners.

1281. *Chairman*.] In case of a special train being required by the Post-office from the railway company, do you think it would be an unreasonable thing that the Postmaster-general should have the power of demanding special trains for his own service, to be started at such times as he should fix, the Postmaster-general also fixing the nature of the service to be required and the conditions themselves, provided the price that was to be paid for this service by the public was decided by arbitrators?—I do not think it would be possible to work the railway, in case the conveyance of the travellers is to be put aside for the conveyance of the Post-office; the question referring to special demands from that department.

1282. The question does not refer to an extra train, but a train started at a time the company does not require, but which the Post-office have fixed?—Part of the difficulty which would arise from that power being granted is this: that on the London and Birmingham line, which is the centre line, in fact, of England, we shall have all the railways from Yorkshire and every other part of England pouring into it; and unless we are enabled so to arrange with the Post-office as to have their service done so as to chime in with the service of the public, I am afraid great difficulty must arise; for instance, supposing that when the North Midland, the Midland Counties, and all those various railways are at work, there is a probability that at any single hour or half-hour of the day our railway will be occupied in some way by trains passing over it; if we should not arrange with the Post-office so as to suit their departures with those which we fix for the public generally, we may shut out the whole trains upon the railways throughout the kingdom at once. If Colonel Maberly says you are starting trains at ten o'clock, and we must have half-past ten fixed, the whole of our railway trains may be thrown out in consequence of those arrangements, and it will be impossible for us to work the railway; these are trains over which we have no control, except that of the company giving permission for the use of their stations.

1283. Do you not think that the great increased price which it would be necessary for the Post-office to pay for a special train, as contradistinguished from an ordinary train, would be of itself a considerable security against their calling on the company to give them a special train to start very soon either before or after the ordinary train?—I think that might prevent their doing it very often, but the Committee must bear in mind that it will not answer our purpose to derange the whole of the travelling for the day for the service of the Post-office, nor would the public be content with that.

1284. Would not the circumstance you have mentioned be one of the points to which the attention of the arbitrators would be directed, and which would be considered with the price?—I do not think the regulation of price would be sufficient as a remuneration to the company, because, in fact, it might occur frequently, and all the rest of their business, of whatever kind, be put into a state of derangement, in consequence of having to start the Post-office train at an hour which suited them, and nobody but them.

1285. In the event of extraordinary powers being given to the Post-office, do you not think that a regard to the public interest would be a considerable security against those powers being misused?—I think it probable it would; but I think the Post-office are at this moment fighting with a shadow. I believe the questions which the Committee have done me the honour to put arise from the fact of our having altered one of our departures from London; we arranged with them originally that there should be one departure at, I believe, eight o'clock, and another at ten; it has been found necessary, in the very limited way in which we are able at present, and only at present, to act, to alter one of the times to which we had agreed; but that is an alteration which will extend only over the next six months; all our arrangements are only for a limited time; when the whole of the line has been opened I cannot contemplate that there will be the slightest difficulty in carrying the Post-office letters at any hour they wish; nor do I believe that our directors contemplated any difficulty as regards the day-departures.

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1286. Do you mean by that, that you think there will be no difficulty in altering the times at which your trains shall start, so as to accommodate the Post-office?—My opinion is, that the Post-office may be then accommodated; that we shall have no difficulty at all in accommodating them, when the whole line is opened.

1287. What is the change of hour you allude to?—I do not recollect exactly; I think the hours originally sent in by the Post-office were ten and half-past eleven, for departures from London, in the morning; and, in consequence of arrangements with the coach-proprietors (for part of that line is to be worked by coaches), it became necessary to give up the half-past eleven; the ten o'clock will continue.

1288. With regard to night-travelling, how does the case stand?—We certainly are indisposed, for the next three or four months, to undertake night-travelling; it is a question entirely of security, and we have a report so strong from our engineer, we do not wish to undertake it at present.

1289. Do you apprehend, decidedly, there will be a difficulty in conveying mails at any hour of the night?—There is a great difference of opinion in Lancashire upon the point; my own opinion is, that there will be as regular night-travelling, when the works obtain their proper consistency, as there has been between Liverpool and London under the old system.

1290. That is not a point on which men of experience are agreed?—I think the men of experience agree in that view, that there will be night-travelling; but there are a few on the other side who think there will be no occasion for it, and that the public will not demand it; but, with the convenience to merchants of Liverpool leaving Liverpool at ten at night, and arriving at seven in the morning, which are just the hours we should take, I cannot conceive a doubt of it.

1291. Mr. Wallace.] Is it in consequence of the darkness that a doubt is felt?—A want of feeling of security in consequence of the darkness; an idea that, if any accident had occurred on the embankments, the engineer conducting the train would not perceive it, and an accident might occur in consequence.

1292. At present the trains between Liverpool and Manchester, and between Liverpool and Birmingham, go in darkness?—They do; but the number of passengers by them is very small.

1293. That is a matter of pecuniary consideration to the company, but not of security?—The trains are very small; the number of passengers by them is very small indeed, indicating thereby, I think, a certain distrust of the safety of travelling at night.

1294. Without any great accidents having happened?—The accidents on the Grand Junction have principally occurred in the night-time.

1295. Mr. Hutton.] Do you think that the cause of there not being travelling between Manchester and Liverpool by night, is greatly this: that the distance is so short, it is not necessary for the communication to be made after dark?—That will appear as regards Manchester and Liverpool; but perhaps that is not equally applicable to the distance between Liverpool and Birmingham, to which I have referred.

1296. Mr. Gillon.] Do you not think that after your railway shall have been open for six months, making the communication from London to Liverpool perfect, the hour required by the Post-office will probably be permanent, and not subject to change?—Most probably.

1297. In that case, of course, the public will accommodate themselves to those hours, in the same way that they accommodate themselves to the hour of the arrival or departure of mail-coaches?—I have no doubt; in fact, the demand upon us by the public for conveyance will be so great, our departures from London will be almost every hour; there would be no difficulty in accommodating the Post-office when we get into thorough play.

1298. Mr. Wallace.] You have stated that, when your railway is completed, probably the trains will start from London, and return to it, every hour?—Yes, the trains of different companies; I was not speaking of the London and Birmingham Company alone.

1299. Do you include Sunday in that?—Certainly, not for the whole day.

1300. What exceptions do you make?—That will depend very much upon the actual demand which there is for passengers for conveyance on Sundays; we shall be regulated by that.

1301. If

1301. If the trains offer themselves from a distance at every hour, you will receive them along your railway?—Yes, certainly.

1302. Mr. *Easthope*.] Do you not think that the complaints which have been made by the Post-office are greatly attributable to the imperfect state of the arrangements in which all the railroads are at present, and the want of capacity of the railroad directors to furnish the accommodation required?—Yes; and, as far as the Grand Junction is concerned, I think the want of a due supply of locomotive power. When I was at Birmingham the other day, I had a good deal of communication with various persons connected with the Grand Junction; they were all more or less cognizant of what was going on upon it; the general complaint was that their stock of locomotive power was insufficient; that they had not applied sufficient capital to that particular part of their service, to do it in the way in which it ought to have been done; in addition to which fact there has been a stoppage of the canals, and they have got very deficient locomotive power for a most extensive business in goods, which they are now doing in consequence of this stoppage of the canals.

1303. Lord *Sandon*.] You are aware, perhaps, that the directors of the company lay this to the charge of failure on the part of the engine-builders in supplying the engines contracted for?—Yes, I am aware of that fact; there is no doubt of the fact that the engine-builders are so very full, they cannot get their supply so quickly as they ought.

1304. Mr. *Easthope*.] Do you not think the directors of railroads will feel that regard for the public opinion, having derived their monopoly from the public, that they will be amenable to public opinion, so as to make it quite imperative upon them to afford the greatest measure of accommodation to the Post-office that is compatible with public convenience?—Certainly.

1305. So far as your observation has extended, does there appear any opposition to that general feeling?—There may be on the part of a few individuals, but certainly not on the part of the general body of directors.

1306. *Chairman*.] Supposing your alternative to be, that you must either leave the Post-office completely at the mercy of the railroad companies, or put the railroad companies to a certain degree under the control of the Post-office, which do you think is the most safe alternative for the public to adopt, which branch of alternative presents the best security against abuse?—It is the convenience of the public passengers against the receivers of letters, and therefore probably the great majority will be the receivers of letters.

1307. Do you think it would be very easy for a public department to act in such a manner as to give offence, and produce inconvenience to the whole body of the public who were using those railroads as passengers?—That is almost an extreme case; it is scarcely to be contemplated if we have trains running almost every hour in the day.

1308. In the question of speed, do you not think it reasonable the Post-office should have good security for their letters being carried with all possible despatch?—That is a very serious question; if it is proposed that the Postmaster-general should have power to order any railway company to go at an increased speed above that in use, that will probably not only derange all their business, but may cause the most fearful accidents ever heard of.

1309. Do you think it at all likely that any public department should want to use its power in such a manner?—I am not at all prepared to say that it is not likely; when I find the Post-office pressing the railway company to carry mails at night, in opposition to the report of their surveyor, I think they are disposed to press upon them, without sufficient regard to the fear of danger.

1310. Have you heard a complaint that the railway companies which have contracted with the Post-office have unduly loaded the trains which have been concerned in carrying those letters, so as to cause unnecessary delay?—No, I was not aware of that fact.

1311. Supposing that to be the case, do you not think that is a circumstance the Post-office should have power to prevent?—May I be allowed to ask what the cause was?

1312. That they attached to the engines a greater number of carriages than was consistent with the engine performing its passage with the usual and accustomed despatch?—I am not aware of that ever having occurred; if that is a

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case which has arisen on the Grand Junction, I do not think I ever heard of their having such a great load as to cause that; but I have heard of their engines failing in their duty.

1313. Supposing a train out of proportion with the power of the engine, do you think that state of things, which necessarily causes irregularity and delay in the correspondence of the country, is a point over which the Post-office should have some sort of control?—I think that entirely arises from the very novel circumstances under which the service is undertaken, and that, instead of the Post-office having come under arrangements, they should have waited for six or twelve months till the whole of the arrangement was more matured, and engine power made adequate to the work they have to perform.

1314. You think there is no remedy for the public, and it must depend on the willingness of the railway companies to perform this service in a proper manner, both as regards price and despatch; and that it is quite enough to leave it to the effect of public opinion on a joint-stock company if they charge too much, and to trust to them for the performance of the service?—I really think it is; the directors know the alternative which presents itself, that the Post-office will apply to Parliament if they do not do their duty.

1315. Lord Sandon.] Do you not think it right there should be a contract between the Post-office and the railway companies, the railway companies binding themselves to perform the duty at certain hours, and at a certain remuneration, and that any falling short of those terms should come under a penalty, unless it should be apparent, to the satisfaction of some competent and uninterested party, that such delay had arisen from circumstances not connected with any negligence or misconduct on the part of the directors?—I think there ought to be, in point of fact, the same arrangement subsisting between the railway companies as now subsists between the Post-office and the contractors for mail-coaches; there should be certain duties performed for a certain price, which the company should engage with the Post-office to perform under reasonable and ordinary circumstances.

1316. Chairman.] Supposing the Post-office had no other hold upon the railway company than that which the last question supposes, do you think that the Post-office being at the mercy of the railway company, with regard to the price and other matters, they would ever venture to enforce the penalty for irregularity in performing the contract?—I should think they would.

1317. Mr. Hutton.] May not the opinion of Parliament give some security, more than the pressure of public opinion, that such things as have occurred shall not occur again?—I do not think there is any necessity; I can speak only as to the directors with whom I am connected; I am sure if they made engagements, they would be bound by them.

1318. Mr. Wallace.] Have you any doubt, if you have sufficient locomotive power, of being enabled to keep such engagements?—Not the slightest, if they are regulated properly.

1319. Can any difficulty arise, with an adequate provision of locomotive power, in engaging to perform a certain duty within a specified hour?—Not the slightest; our average speed is $20\frac{1}{2}$ miles an hour between Tring and London; we find our trains are keeping their time, within two minutes, as exactly as can be wished; our supply of locomotive power is fully competent to the work it has to do.

1320. Have you sufficient locomotive power prepared for the performance of the line throughout?—Yes; our whole railway will not be at work till the end of the year; but we have a very full supply ready, and have orders for immediate delivery, which will put us into possession of the power of locomotive required as we proceed.

1321. What speed do you propose?—Twenty-two miles and a half all the way.

1322. Including stoppages?—Yes.

1323. Do you propose to do that with your night-trains?—The subject of night-trains we have not considered; but yet I do not see, when the line has arrived at its proper degree of consistency, why we should not keep the same speed during the night as during the day.

1324. Your line is allowed to be one on which the gradients are very favourable?—Yes; not the most favourable, but better than the Grand Junction considerably.

1325. It is in evidence before this Committee that 31 miles an hour is a reasonable

reasonable rate to go?—We think it too much; the only serious accident we had was when going at that speed; the engine got off the railway.

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1326. You stated that you had been pressed by the Post-office to undertake night travelling against the opinion of the engineer; can you produce to the Committee any of those communications on the subject?—I have a large parcel here, and I have had many communications both with Colonel Maberly and Mr. Louis verbally, and I may say generally from my own knowledge they have pressed our undertaking night-mails.

1327. They have pressed upon the company to undertake the conveyance of night-mails, while the company have stated in reply that they conceived it would be unfit to do so?—Yes.

1328. *Chairman.*] Do you think that the Post-office have felt the necessity for some immediate arrangement?—They put it on the ground that their contractors were all indisposed to renew the contracts, and that therefore it became necessary for them to procure some substitute; they pressed us to do it, and as an alternative it was for some time under consideration with us whether we should not give them the use of a carriage and engine, to work at half-past eight at night from London, for that special service; but we have received such strong remonstrances from our engineer against doing it, even in that limited way, particularly referring to some portions of the road between Leighton Buzzard and the Holyhead Road, that we are afraid of venturing.

1329. Your engineer is Mr. Stephenson?—Yes.

1330. *Mr. Wallace.*] Has there been a full communication between the Post-office and your company on whom the responsibility will rest if night-trains be set going previous to the road being declared perfectly fit and safe for night-trains?—I do not think it has gone so far as that; we told them explicitly that, as regards the public, we would not take the responsibility of conveying them at night till our road was reported fit for use; but, if it was any accommodation to them, we should be disposed to run an engine and carriage only for their accommodation; but our engineer has since that remonstrated so strongly against it, I do not think we should be justified in authorizing it.

1331. *Mr. Boothby*, one of your directors, has stated before the Committee that you have positively declined to take those night-trains?—That is perfectly correct; this has occurred since Mr. Boothby's examination; it arose in a conversation between Mr. Louis and myself, in which he urged strongly the difficulty they had in conveying the mails for the next six months, and pressed upon the directors the conveying the mails by a single carriage as soon as possible; in consequence of that idea our engineer made the remonstrance I have mentioned.

1332. Is it a proposal on the part of the Post-office that you shall take the mails entirely through to Birmingham?—The proposition, in conversation between Mr. Louis and myself, was that we should run the train for them down to a place called Denbigh Hall, on the Holyhead Road, and that they should work it through, the contractors or we for them, from thence to Rugby, and from thence by engine again to Birmingham.

1333. *Mr. Easthope.*] You stated that Mr. Louis and Colonel Maberly have urged you to perform certain duties at night, which your engineer has pointed out strongly it would be unsafe for you to undertake; do you apprehend, judging from the urgent manner in which the Post-office made that requisition, that, if they had had legal power to enforce it, they would have been likely to have enforced it against the opinion of your engineer?—I think they certainly would.

1334. *Chairman.*] In the questions put to you before, I supposed that the service and the conditions were to be determined by the Post-office, and the price only left to arbitration; supposing not only the price but the conditions, and anything in the nature of the service that could be matter of doubt, were also to be referred to proper arbitrators, do you think that would be a safe and just scheme to act upon?—To be called in only in certain cases, I presume.

1335. In cases where the Post-office and the company could not agree, arbitrators to be called in, to judge not only of the price but the reasonableness and safety of the service to be performed?—I think that would be as good a scheme as could be devised to settle any differences that could arise.

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1336. You

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1336. You think it would not be safe to leave the service and the conditions in the hands of the Post-office, the arbitrators being only to settle the price?—
I think not.

1337. Mr. *Easthope*.] Is it your opinion that the Post-office, urged as they are by the public to the strict and regular performance of their duties, would be induced to urge you beyond that which is safe to other parties?—I am afraid of that arising.

1338. Do you think there would be any objection on the part of the proprietors of railroads to the proposed arbitration as to the price, the time of starting, and every question that could arise?—I speak with regard to my own company, there is nothing I would not willingly leave to arbitrators to settle upon any differences arising.

1339. Do you think, if all the companies were to object to that, it would be fair on the part of the public that the Post-office should have the power of compelling them?—I think if it were refused by them, it would be time for the Legislature to interfere.

1340. Mr. *Gillon*.] Does not the increase of speed very much increase your expense as regards the wear and tear of the rails, and as it regards the locomotive power?—It increases the expense prodigiously as regards the wear and tear of the railroads, and in some degree as regards the locomotive power.

1341. You expect to drive all competitors off the line of road, coaches and so on?—We hope so.

1342. Do you not think the Post-office would require to be guarded by penalties against your slackening your pace very much, with reference to the question of expense?—There would be no difficulty in entering into any agreement of that kind for the service of the Post-office, imposing a penalty if we were to slacken the pace agreed on between us.

1343. Mr. *Easthope*.] Do you not think that anything on the subject of penalties for the non-performance of reasonable requirements ought also to be left to arbitrators?—I have no objection to arbitration upon the subject, but I think all these cases should be provided for between the Post-office and the company by agreement.

1344. *Chairman*.] Do you think there would be mutually a disposition on the part of the Post-office and the railway company to accommodate one another, and that the call upon the arbitrators would be very seldom?—I think very much so indeed.

1345. Mr. *Gillon*.] Is it not the fact that the public keep up your railway by tolls, as much as the passengers keep up the public roads by the tolls?—Yes; but I think on the public roads there is also another mode of keeping up the roads.

1346. Are you not aware that there exist debts incurred by advances for the making and keeping up public roads, and that the amount of tolls must affect the interest of the money so advanced?—Yes, certainly.

1347. You are aware also that the mails run toll-free on public roads?—Yes.

1348. Is there any reason why you, being the great monopolists, ought not to carry the mails toll-free, when the trustees of public roads carry them free, and when the persons who have advanced money on the tolls of roads are so far dependent on the amount for the interest of their money?—What part of the charge would be called the "toll," as regards any arrangement between us and the Post-office?

1349. The wear and tear of the railway?—The wear and tear of the railway is scarcely to be compared to that of a public road; it is so much greater.

1350. Is there any reason why a company of proprietors are to have a preference to the trustees of public roads, or to those who have lent their money on the security of public roads?—I think we shall supply the public with a much better mode of conveyance, and the expense of wear and tear will be in a greater degree.

1351. Mr. *Easthope*.] Would not any requirement on the part of the public, that you should convey the mail for nothing, be just the same as a tax by the Government upon the railway?—Certainly.

1352. Do you not already pay the tax?—Yes.

1353. It would be, in point of fact, increasing that tax?—Yes.

1354. Mr. *Gillon*.] Is not your tax very much higher than that paid by the travellers on public roads?—I do not know the proportion it bears.

1355. *Chairman*.]

1355. *Chairman.*] Do you think it would be unreasonable to give the Post-office a right, if it should think fit, of running its engines on the railways for the conveyance of the mails toll-free?—That involves the whole question of their running independent of the company; I am convinced there would be great inconvenience in that, considering what a railway has to perform in connexion with other railways. G. C. Glyn, Esq.
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1356. If that could be done without inconvenience to the company, do you see anything objectionable in principle to the Post-office being at liberty to do so?—It would be a tax at once imposed upon the railway company; it is open to Parliament if they think fit, but it would be so much taken out of the pockets of the proprietors; the wear and tear incurred thereby would be a deduction from the receipts of the proprietors.

1357. *Mr. Wallace.*] You have stated that, as to the Post-office, you do not look for profit?—"A fair remuneration" are the words we use; we mean not a profit on the work done, but to be covered for the expense.

1358. You include in that the wear and tear of the railway?—Yes, and the expenditure made.

1359. *Mr. Gillon.*] Would you not in that case be favoured over the road trustees?—That is a question I am scarcely able to answer; we are giving the public an accommodation of a very expensive and costly kind; it never would do, in my mind, to compare it with that given by the road trustees; here is an expenditure of four millions and a half for the accommodation of passengers between London and Birmingham.

1360. Is that laid out by the proprietors to accommodate the public, or to put money into their own pockets?—It is to accommodate the public.

1361. Do you mean to say you would have expended four millions and a half without expecting a corresponding benefit?—Was any great public work ever undertaken without expecting a benefit from it?

1362. *Mr. Easthope.*] Have you received a dividend yet?—No, and we have exceeded our estimate.

1363. *Mr. Wallace.*] It is admitted by you that the principle of no profit carries with it the very same argument as regards common roads; the trustees there receive no profit, this company requires to be kept safe only?—Yes, that includes of course the wear and tear.

1364. *Mr. Easthope.*] Is it not the fact that the trustees of a road are the mere trustees for the public, and the trustees for a railway have embarked their own property for their own benefit?—Generally speaking, that is the case.

1365. Is it not the fact that there is a total dissimilarity between the two cases?—The question, I suppose, referred to the bondholders.

1366. *Mr. Wallace.*] Do you see a material difference in principle between the case of the bondholders on turnpike-roads and the shareholders on railroads?—They have both advanced their money to what may be called a public and a private object; I cannot draw any great distinction between them.

1367. *Mr. Gillon.*] Are you aware that there are many bondholders who have advanced money on public roads, with the expectation of having only a very limited payment of interest, and that in many cases they have received no interest at all?—I dare say that may be the case.

1368. *Mr. Hutton.*] Do you know yourself, from the report of your engineer, what is the great cause of danger between Leighton Buzzard and the Holyhead Road which you have alluded to?—It arises from some embankments which have been recently formed there, and from the nature of the soil on which they stand.

1369. Has that embankment given way, in point of fact?—It has not been worked upon yet.

1370. The engineer apprehends danger of its giving way?—Decidedly, at present.

1371. *Mr. Wallace.*] Is not the risk and danger to new embankments very much increased after such a frost as we have had?—Certainly, but it depends very much upon the nature of the soil.

1372. Have not the embankments upon your railway already been subjected to very great subsidings?—Those near London very great indeed, out of all calculation.

1373. Are they still going on?—In a much less degree than occurred three or four months ago.

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1374. So long as they continue, would it be more unsafe to travel at night than during the day?—Clearly, on all the new embankments; we do not apprehend any danger at all on those within 30 miles of London; it is about 15 miles beyond that where the soil is particularly bad, which have never been gone over yet.

1375. *Chairman.*] Supposing the general meeting at Birmingham, instead of the majority negating the motion, had decided to prevent the railway being used on Sundays, that would have had the effect of stopping the Post-office communications on that day?—Yes, certainly, as far as the railway company is concerned.

1376. Do you think it would be reasonable to leave to a railway company a choice which might materially affect the service of the Post-office department?—I have no hesitation in saying, that, if any railway company made regulations which would so materially interfere with the public service, it would be incumbent upon the Legislature to interfere to prevent that.

1377. Would it not be better not to wait until such a thing actually occurred, but to prevent the possibility of its occurring?—In my own opinion it would be better to wait for the evil; I think the attempting a thing of the kind would create a great deal of feeling.

1378. Supposing such a resolution to be come to by any one of those companies which have the line between London and Liverpool while Parliament was not sitting, would not there be a derangement of the correspondence of five or six months?—Not if the Post-office had made an agreement with a railway company providing against that.

1379. Supposing it to be done at the termination of such an agreement?—I think that is a case in which the public ought to interfere.

1380. *Mr. Wallace.*] Do you mean to state, that, if the Post-office were to require a greater speed to be performed than the usual rate, the requiring that greater speed would disarrange all your regulations?—It would.

1381. Would it not be quite impossible to manage a great establishment, such as yours is, unless the Post-office conforms itself to that which was felt upon the whole to be the best rate of speed?—I submit there is no other alternative, that they must conform to it.

1382. Would it not, in your opinion, be reasonable that the Post-office should endeavour to accommodate its hour to yours as long as your railway is in its present state?—We act upon that certainly ourselves, we think so; but when the whole line is in operation, I do not think there will be any difficulty in arranging the hours with them, that every hour, in fact, will be an hour of departure; I am convinced the difficulty we have with the Post-office arises from their negotiating with us at a moment when we are in a very imperfect state.

1383. Why have not the company made some tender to the Post-office?—Because we are entirely without any data as to the price on which that tender should be made.

1384. It is price only between the railway company and the Post-office?—Yes, that is the chief point; we have given them one of the morning departures they wished, we have not given them the second. In explanation, allow me to remark, that the reason we have not been able to give them the second departure arises from the opinion of some coach proprietors as to what would be most convenient for public passengers; at present we require certain time for repairing our works, and the arrangement of the times of our trains are regulated accordingly; we must procure six hours of daylight to proceed with those repairs.

1385. In your opinion, it would be quite impossible that the public should at all agree to any bye-laws by which travelling on Sunday should be disturbed?—I will not say impossible; I think it highly improbable; it is impossible that a more determined attempt can be made in any company than has been in the London and Birmingham, which has been negated by very nearly three to one of our proprietors.

1386. Have you been informed of the determination the Grand Junction Railway came to the other day on the subject?—I have understood that they have resolved, to suit the public convenience, to carry forward public travelling on the Sunday.

1387. When do you propose to begin carrying the public to Birmingham?—
On

On the 26th of March, or as soon after that as the weather permits, the interval between Denbigh-hall and Rugby being worked by coaches, which we engage; in fact we book in London all the way to Birmingham.

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1388. Have you advertised that?—No, that was only settled since the breaking up of the frost; we could not fix the time till the frost had broken up.

1389. Does your Act limit you as to the amount of profits?—It limits us as to tolls, but not as to the amount of profits.

1390. When all the other lines fall into yours, you may make an immense profit?—We look for a very large receipt, and we ought after an expenditure of five millions.

1391. Mr. Gillon.] What is the distance between Denbigh-hall and Rugby?—Thirty-five miles.

1392. Lord Seymour.] How soon do you expect the railway line will be opened the whole way?—In November.

1393. When the whole railway is in operation do you think the time of the Post-office in taking up and putting down bags will be inconvenient to passengers?—No.

1394. You think the train carrying the mail will not be objectionable to passengers?—No, I think not.

1395. Mr. Wallace.] Mr. Boothby stated to this Committee when he was examined, that the opinion of the directors then was that they should not undertake the carriage of the mail during the night, until the railway was completely open; is that still the opinion of the directors?—Certainly not; I think I may state that I am authorized by the board of directors to say that they will be ready to enter into an arrangement with the Post-office, for the engine and carriage to which I alluded, at the very first time when our engineer reports that it is safe to do so.

Martis, 6° die Martii, 1838.

MEMBERS PRESENT.

Mr. Baring.
Mr. Easthope.
Sir Robert Ferguson.
Lord Charles Fitzroy.
Mr. Greene.
Mr. Hutton.

Mr. Labouchere.
Viscount Lowther.
Lord Seymour.
Lord Granville Somerset.
Mr. Wallace.

THE RIGHT HON. HENRY LABOUCHERE, IN THE CHAIR.

Philip Salt, called in; and Examined.

1396. *Chairman.*] YOU are guard of a railway mail, are you not?—I am.

1397. What mail is that?—The Birmingham and Manchester.

1398. How long have you filled that situation?—Ever since it opened; the 4th of July.

1399. What are your duties?—To leave and take up mail-bags.

1400. You travel with the mail-bags, of course?—Yes.

1401. Mr. Wallace.] On the top?—Yes.

1402. *Chairman.*] And the bags on the top?—Yes; with the exception of some that go into the imperial.

1403. Are the bags under cover?—Part of them.

1403*. Which part?—We do not make any distinction.

1404. Do you distinguish letter-bags from newspaper-bags in covering them up?—We put those that are going the furthest into the boxes, and those that are to be left on the road, for convenience, we put on the top.

1405. *Chairman.*] From your experience of the way in which the service of the mails is conducted upon the railways, do you think that the service of the railway, in regard to the trains and engines, is conducted with regularity and despatch?—No, it is not.

1406. Do you think it is conducted with as much regularity and despatch as the nature of that service is susceptible of?—They do not keep their time.

1407. To what do you attribute their not keeping their time?—The engines being

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being insufficient; there not being a sufficient quantity of engines, and some of them not having power enough to drag the trains.

1408. Do you think that the engines are overloaded, so as to prevent their performing the journey in the time which might be expected?—I do.

1409. Is this frequently the case, or only occasionally?—Occasionally.

1410. Is it frequently the case?—No.

1411. How often should you say it does happen; once a month, or once a fortnight, or once a week, or how often?—Sometimes it happens two or three times a week; sometimes we go a whole week, and keep our time; with some engines we have had attached to the trains, we have kept our time during the week we have had those engines; and the next engines would not keep their time for the next week, or the next fortnight.

1412. Is it that the same engine varies in its power, according to circumstances, or that the engines are of very different power?—The engines vary in the course of time. An engine, when it first comes out, goes very well; but when it has been out a certain time, I think that it does not go so well as it did when it first came out.

1413. *Mr. Easthope.*] How do you account for that; what is the reason it does not go so well as it did?—I am no engineer, and cannot say.

1414. *Viscount Lowther.*] Are carriages loaded with goods attached to the mail?—Frequently, I think, since we opened.

1415. Was it upon those journeys that it lost time, principally?—We have upon those journeys, and on those where we had luggage.

1416. Were you guard to a mail before?—Yes.

1417. Of which mail?—I was on several, a short time.

1418. Does the railroad keep its time as well as a mail-coach?—No.

1419. *Mr. Hutton.*] Do you know the name of any particular engine that is generally late in its time?—The "Lynx" has kept its time.

1420. What engine has not kept its time?—I have had the "Saracen" when it has not kept its time, and I have had it when it has kept its time.

1421. *Viscount Lowther.*] Did it snow when your time was not kept?—Sometimes.

1422. *Chairman.*] Do you keep a time-bill?—Yes, every day.

1423. Have you brought any of them with you?—I have.

1424. Do you mark the name of the engine upon them?—Yes, I have, of late.

1425. *Lord Granville Somerset.*] What mails have you been on?—The London and Liverpool, for a fortnight.

1426. What were you on before that?—I was guard upon the Chester, and upon the Manchester and London.

1427. How long were you upon that?—I was upon the Manchester about a fortnight.

1428. Were you ever on any mail-coach a month?—Yes; I was on the Yarmouth Telegraph seven months.

1429. Did that keep its time better than the railroad?—Yes.

1430. At what period were you upon that?—From November to the beginning of the year.

1431. Did you go all the way from London to Yarmouth?—Yes.

1432. What do you call the Yarmouth Telegraph?—It takes the bags from Ipswich.

1433. Did you go from London with it?—Yes, the whole way.

1434. *Mr. Wallace.*] How many passengers does that coach carry?—When it had the mail it carried three less than when it had not; it carried four inside and eight outside.

1435. *Viscount Lowther.*] Were you in the employ of the Post-office, or of the proprietors?—The Post-office.

1436. *Lord Granville Somerset.*] How many miles per hour did you travel with that coach?—Eight.

[*The Witness produced several time-bills.*]

1437. *Viscount Lowther.*] What is your time for leaving Liverpool?—In the morning there are different periods; half-past six in the morning, that appears by that bill.

1438. Did you lose time on the day to which that bill refers?—Ten minutes; on the day to which the next refers, we lost six minutes.

1439. Does

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1439. Does this time-bill of the 28th of November show a loss of three hours?
—Yes.

1440. The reason given is, “the engine very slow, and heavy train;” was that correct?—Yes.

1441. What was the particular cause of the delay on the railroad on that day?
—It was a very heavy train.

1442. Was there any accident?—Yes; the engine failed, and left us between two stations, and we waited there till the second-class train from Liverpool came up; their engine drove us before them to the next station, and then got in front of us, and took us to Birmingham.

1443. Did she take both trains?—No; she left the train she was upon, in the same place, or at least upon the same line.

1444. What was the name of that engine?—It was not put down; the order has been given only lately to name the engine.

1445. On the 24th of February were you 60 minutes behind your time?—Yes.

1446. What was the occasion of the delay on that day?—The bars of the engine falling out caused the delay.

1447. *Chairman.*] When you saw that so great a weight was attached to the engine, that it was impossible the journey should be performed in due time, did you remonstrate on those occasions?—I have frequently spoken to the conductor, and said, “We never shall get in in time;” he said, “Well, he could not help it; that was his order, and he must obey it.”

1448. *Lord G. Somerset.*] Did you ever report that answer to the Post-office?
—I did not.

1449. *Mr. Greene.*] What was his order?—To take what was attached to the engine, I suppose.

1450. *Mr. Wallace.*] Did you ever see him decline taking anything, or did he take all which was offered?—No; I have seen them refuse some.

1451. What reason did they assign for refusing?—The engineer said he could not take any more; that they must not put any more on.

1452. *Chairman.*] Do you know whether there is any rule adhered to, that an engine is supposed to be capable of drawing a certain weight, and that no more than that weight is attached to it?—I believe they are capable of drawing a certain weight; but sometimes, for convenience, they put more to it than they should.

1453. Do you know whether the engineer lays down a certain rule of not attaching above a certain weight to a certain engine?—I do not.

1454. *Mr. Wallace.*] By the way-bill of the 2d of March, it appears that an engine, called the Alecto, failed at Hertford, and was obliged to wait for an engine from Warrington, to bring the train to Birmingham; did all that take place?—I believe so; it is not my report; I was not upon that train.

1455. *Lord Lowther.*] It appears by your bills, there are very few days in which the time was regularly kept; was that the case?—Yes.

1456. *Mr. Easthope.*] Were those bills picked out as being those for the journeys on which you were late?—Yes.

1457. *Chairman.*] Have the irregularity and delay been greater of late, since the hard frost, than they were before?—I do not know that it has; it has been attributed to the frost, and the slipperiness of the rails.

1458. Were not a greater quantity of goods sent by railway since the frost, in consequence of the impossibility of sending them by the canal?—Yes.

1459. Do not you think that part of the inconvenience which has been lately found to arise on the road is attributable to that cause?—I do, some little of it.

1460. Still, are you prepared to state to the Committee that a considerable inconvenience of the same kind took place before that time?—Yes.

1461. *Lord G. Somerset.*] What are your orders from the Post-office, are they in writing or verbal?—In writing.

1462. Can you produce a copy of them?—I cannot at the present moment; I have left them at Birmingham.

1463. *Lord Lowther.*] How many guards are there upon the railway?—There are four from Birmingham, and three from Liverpool to Birmingham, and two from Manchester to Warrington.

1464. *Lord G. Somerset.*] How many times do you go backwards and forwards

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wards in the course of the day?—We go from Birmingham to Liverpool or Manchester and back.

1465. Lord *Lowther*.] Do you go every day?—No; I go three days, and rest the fourth; but I have gone for six days, and rested the seventh.

1466. Lord *G. Somerset*.] You go from Birmingham to Manchester and back again in the same day?—Yes, three days out of four; but if an express is wanted on any day I have to go with it.

1467. *Chairman*.] Do you know what is the average weight of the bags you take as guard?—I do not; they are very heavy in the morning.

1468. Is there any limit as to the weight you are obliged to take?—No, not that I am aware of.

1469. Mr. *Wallace*.] Is the weight ever taken at all?—It has been taken; they were at first weighed at every post-office; I have weighed them at Manchester.

1470. How much did they ever weigh to your knowledge?—I cannot say that; I have been obliged to unload the bags off the mail-coach; the springs have not been strong enough to bear them, on the Friday morning.

1471. Mr. *Easthope*.] When you have complained that the train was overloaded, did you ever hear the conductor make a complaint to anybody else?—No, I cannot say that I have.

1472. You never heard any fresh order given in consequence?—No.

Robert Stephenson, Esq., called in; and Examined.

R. Stephenson, Esq.

1473. *Chairman*.] YOU are the Engineer to the London and Birmingham Railway Company, are you not?—I am.

1474. In that capacity are you cognizant of the communications which have taken place between the company and the Post-office?—I have heard them generally spoken of, though not the minutiae.

1475. Do you consider that in the present state of railway communication in this country it is matter of difficulty to make an arrangement, that shall be fair both to the public and to the railway companies, for the regulation of the transmission of letters?—It is rather difficult to lay down a principle, I think.

1476. Have you ever turned your attention to what, speaking generally, would be a fair and practical mode of conducting the Post-office correspondence of the country by means of railways?—I have thought a good deal about the subject since it was mentioned to me; but it is extremely difficult to lay down a scale of prices for the regulation of the different classes and times, owing to the fact that the Railway is under-paid for a great number of things, and must necessarily be well paid for some others; for instance, in heavy goods, coals, lime, and those things, I think the prices usually mentioned in our Acts of Parliament are too low; I do not know that they ought to be raised, for those things ought to be conveyed with great economy, or else they would not be able to convey them at all from one part of the country to the other; therefore, I conceive, on all light goods, such as measurement-goods, hazard-goods and letters, they must necessarily have what would appear, under ordinary circumstances, an inordinate price for those goods, in order to compensate for the low prices that are paid upon coal and lime and manure.

1477. Do not you think the correspondence of the country stands on rather a different footing from goods of any other kind?—I think it stands on precisely the same ground as parcels.

1478. Do you think it would be an unjust principle to start from, to endeavour to give a fair remuneration for transmitting the letters, without giving the company any exorbitant profit?—Inasmuch as they have all mentioned in their estimate of traffic and income a certain portion of them as to be derived from the carriage of letters, it would be hardly fair to ask them to convey them for a mere nominal sum.

1479. The question refers to a fair adequate sum for the transmission of those letters?—I conceive they ought to have a considerable profit on all things of that description, such as parcels; the expenses attendant on the establishment for conducting a business of that kind are very great.

1480. Mr. *Baring*.] When you speak of the expense of the establishment, you mean the expense necessary for receiving and distributing the parcels?—I mean that the office expenses of the delivery of the parcels form a very large item in the expense; but I allude to the police establishment, which is very great indeed on well-conducted railways.

1481. *Chairman*.]

1481. *Chairman.*] What additional expense would a railway company be liable to on account of carrying the mail?—I do not think they would be liable to any additional expense; we can calculate; for the same establishment would carry the mails as carried the parcels. R. Stephenson, Esq.

1482. The question does not suppose the railway company shall undertake the duty of sorting or distributing the letters, but merely that they shall allow the servants of the Post-office, on certain terms, to make use of their railway for those purposes?—If it were reduced to a mere matter of expense in conveying the mail from one part of the country to the other, that would be a very small sum indeed; if you reduce it to weight, which would be the only way of measuring it, it would be scarcely measurable.

1483. Do you think that, considering that the railway companies enjoy the privileges they possess by an Act of the Legislature, it would be unfair to require them to afford the use of their railway to the Post-office, for the conveyance of the correspondence of the country, at a rate that would amply recompense them for any expense they were put to, but should not do more?—Inasmuch as the proprietors were induced to enter upon those works on certain calculations, which calculations comprise a considerable item from the Post-office, I think they have a right to look to that.

1484. Lord *Lowther.*] In what prospectus did that ever appear?—In the London and Birmingham it was most distinctly stated.

1485. *Chairman.*] Has it not been stated by the directors of the London and Birmingham Railway Company to the Post-office, that they were willing and anxious to undertake the service of the Post-office on the principle referred to, of covering their own expenses, and obtaining a fair remuneration, but not of deriving to themselves any considerable profit?—I do not know what the directors may have stated; I am aware that they have proposed to carry the mail; I think I heard the price mentioned, but I do not recollect it.

1486. Mr. *Easthope.*] You said just now that you thought they ought to have a considerable profit; what do you consider a remuneration, and what do you consider a profit?—I mean the surplus above the expenses.

1487. Do you take in the expenses of the original construction, as well as the expenses of constant operations?—No, I do not; I think that those concerns ought to leave eight or ten per cent. profit on the aggregate outlay.

1488. Are the Committee to understand that you mean that they ought to have a considerable sum as a compensation for the expenses of the original construction?—No, I do not mean that; I mean that, supposing they spend a pound, they ought to have two pounds come in.

1489. When you speak of profit, do you mean an excess beyond the regular current expense?—Yes, I do.

1490. Lord *Granville Somerset.*] Is it your opinion that the Post-office should not call upon the company to carry their letters on better terms than they carry passengers or parcels, considering the Post-office as employing them for the transmission of parcels?—I do not think the company ought to object to carry the mail on the same terms on which they carry parcels.

1491. What you mean by your former answer is this, that you think the Post-office ought to contribute its fair quota for the expenses of the establishment, including watchmen, and so forth?—Just so.

1492. And that mere locomotive power is not the expense that ought to regulate the demand upon the Post-office?—Certainly not.

1493. It is that locomotive power to which you allude when you say that the cost is very trifling indeed, if that alone were to be paid by the Post-office?—Yes, that would be scarcely appreciable.

1494. You think that the Post-office ought to pay towards the general expense of the railroad establishment, and also somewhat towards the remuneration of the parties who advanced their money to that speculation?—Yes; and when I said if they spent 1 *l.* they ought to receive 2 *l.*, I merely stated that with a view to profit; but if I am asked what profit they should receive on parcels for individuals, I should say three or four hundred per cent.

1495. When you speak of profit, you speak of the cost of transmission of that individual parcel, and not the general outlay of the railway company?—Yes.

1496. Viscount *Lowther.*] If the Post-office require additional conveyance, such as special trains, do you think you are bound to ask a corresponding price for the railway company?—If the periods fixed by the Post-office for the

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departure of trains from place to place do not fall in with those arrangements which are requisite for public convenience for the conveyance of passengers, a great inconvenience would result from that; and I hardly think they would then be remunerated by any price.

1497. Would the mail travelling at night be attended with a great additional expense?—I think very little: if the general traffic of the railway is to be carried on by night as well as by day, then we require a double establishment of police, a double establishment of porters and clerks along the line, and it becomes very much increased; and along very long railways, my opinion is, that they must necessarily have that double establishment.

1498. Do you speak of a railway of 100 miles as a long railway?—I look upon the London and Birmingham and the Grand Junction as continuous trains; I cannot conceive that the traffic can be carried on between London and the West of England entirely by day.

1499. Mr. *Baring*.] You are understood to mean that the large heavy goods, such as are carried on railroads, do not pay fairly their share of expense?—They do not.

1500. Therefore you charge upon the parcels beyond what is a fair price for such a parcel, in order to make up the loss?—Yes.

1501. From what you now say, you think that the letters should pay according to the same proportions?—On the same scale.

1502. Then letters, you think, should pay beyond what would be a fair charge, for the purpose of letting the heavier goods go at a lower rate than would be actually their proportion?—I put the letters and parcels on the same footing; I see no reason why they should be regulated differently.

1503. Why should heavier and lighter goods be put upon a different footing; upon what grounds are coals and lime put upon a lower footing?—If a material is a low-priced material it will not bear conveyance from one part of the country to the other, unless it goes at very low tolls; therefore, in all the old Canal Acts, those things required for agricultural purposes, and the community at large, lime and coal, and manure, are put down at a rate which is not remunerating.

1504. Upon the grounds of public policy?—Yes.

1505. Do you not think the same ground of public policy extends to the correspondence of the country?—I think it does not extend to that generally.

1506. Lord *Granville Somerset*.] The small amount of remuneration for carrying lime and coal, and heavy articles of that description, are rather matters which are local than of public policy?—They are local, it is true.

1507. Has not the principle been sanctioned universally before the Committees for Railroads, that there should be a very small price fixed on articles of that description?—That is the principle, and that always has been acted on.

1508. Is it not by way of encouragement to persons through whose lands railroads have been carried, that articles of that great bulk should not be charged so highly as other articles?—That is my impression.

1509. And the capital has been laid down on that understanding?—Yes.

1510. Was the price specified for those articles lower than what you should say it was required to be for other articles of the description of letters and parcels, and so forth?—Yes.

1511. Mr. *Hutton*.] Do you think if a company, or any private individual, were to say, "Carrier, I shall have a number of parcels to send every day, amounting to two, three, or four cwt., and they shall go regularly, without intermission, and without trouble; they shall be sent to you at a particular hour;" that person ought not to make a more advantageous bargain with the company than an individual who has only a casual parcel to send?—I believe they have no power to do so by their Act.

1512. Supposing a manufacturing establishment here should require that accommodation from the railway company, ought they not to expect it to be done on better terms than a person having a casual parcel to send?—I admit it is rather a peculiar basis to put the question upon.

1513. What is your opinion in that case?—I think, in the abstract, it ought to be at a lower rate.

1514. Have the goodness to point out the difference between the railroad, as a conveyer of parcels, and the case put?—It is a large public establishment. I do not look upon it in the same light as a private individual or merchant.

1515. *Chairman*.]

1515. *Chairman.*] Do you think the circumstance of their being a public establishment is a reason for their paying more or less?—I think that is a reason why that establishment, which is a public one, should pay less than the private persons sending their parcels. *R. Stephenson, Esq.*
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1516. *Lord Granville Somerset.*] Suppose this public establishment insisted upon your going under all circumstances, and having special trains ready at all times, would that make a difference in your answer?—I should never recommend the directors to agree to such a proposition, for I do not think it possible for them to carry it into effect.

1517. *Chairman.*] You mean special trains?—Yes; if they are to be introduced on the London Railway, and the Grand Junction Railway, it implies a system which is to be carried into operation in both companies in a way that will endanger the public.

1518. What do you mean by special trains?—The Post-office want to have a train sent at eight in the morning, perhaps at half-past four, or any other hour in the day, or any hour in the night; that is what I understand by special trains.

1519. Do you mean a train sent by the Post-office without notice?—No; if they insist on the railway company, every day or night, having a train ready to start, that may interfere with all our arrangements, both as regards our passengers, and also merchandize, in all human probability; in the night especially it would interfere with our arrangements in such a way as almost to prohibit our carrying goods at night, if any special train were required at night.

1520. *Mr. Wallace.*] Do you mean that the Post-office must alter its hours to the hour when trains go with passengers along the railway?—No, I should hardly go so far as that; but I think there might be an equitable arrangement between both parties, which would be practicable.

1521. Do you mean that the Post-office shall not send a train with mails, except along with a train carrying passengers for the company?—I think not; I think if the Post-office have to pay the cost, they will be paying more than they expected.

1522. Putting the cost out of the question, are you of opinion that the Post-office should not have the power of sending mails at any hours but those the company fix for taking passengers?—I think it is quite possible for the company to arrange that the Post-office shall have the power of doing so; it must depend upon the hour fixed by the Post-office, and the number of trains per diem.

1523. *Lord Granville Somerset.*] What is your idea of the advantage to the company, supposing the Post-office says, "We will employ you every day at such and such times, but if our correspondence should not arrive at that time, we must put off sending till that time;" what is your idea as to remuneration to the company under those circumstances?—That would be a very serious question; I am not prepared to state the amount.

1524. *Chairman.*] Do you think it would be a correct principle that the Post-office shall lay down all the conditions which the service required, and that if in any case the Post-office and the company shall not agree upon the terms on which that service shall be performed, it shall be referred to suitable arbitrators, and they shall decide the price, the conditions having been previously agreed?—I think the principle is apparently a just one, if the arbitrators are sufficiently well acquainted with the subject.

1525. You think that it resolves itself into a question of price?—No, not the sending away special trains at any time they might require; that would interfere with the regular systematic communication between London and Birmingham, and more distant places; I anticipate the difficulty would be very much increased by the trains having to pass from one railway to another, from the Birmingham into the Grand Junction, for instance, if the Grand Junction arrangements are made independently of ours, as far as their times are concerned.

1526. *Lord Granville Somerset.*] Is it not difficult to state a fair price on all railroads generally, even supposing you state a fair price on one?—It is very difficult to state the price for any particular class of goods.

1527. Supposing it were laid down that such and such terms, and such and such remuneration for the service performed, were sufficient, with regard to the Grand Junction Railway, do you conceive that remuneration would be sufficient or an equitable remuneration, in regard to the Great Western Railway, for instance?—I apprehend on all such great lines the approximation would be very great, almost identical I should say.

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1528. You think there could be no difficulty in that respect?—I think not.

1529. With regard to the lines in communication with each other, where danger to each might result from the communication, would it be practicable to make arrangements which should bind the different parties in reference to that which must depend very much upon the conduct of each?—It would, certainly.

1530. Would it be easy to make an equitable arrangement under such circumstances?—I think it would in a variety of such cases.

1531. *Chairman.*] Do you think that if the space and weight required by the Post-office were a determinate quantity, and the company were compelled to provide for the conveyance of the mail at the same rate at which it would give that space and weight to the public, that would be a reasonable principle to act on?—Yes, if you take as a datum the space occupied by parcels.

1532. Suppose you take as a datum the space occupied by passengers and luggage?—That comes to the same answer I have before given; you cannot determine the price paid by one class of goods by the price for another; there is a difference which has been established by usage; and I apprehend, as far as the public is concerned, the ratio between the prices paid for parcels and that paid for other classes of goods are very equitably arranged now.

1533. It was stated to this Committee by the chairman of the directors of the Birmingham Railway Company, "In all our correspondence with the Post-office, we have even gone the length of saying, we do not seek a profit, we only want a fair remuneration for the possible cost of the service done; we do not even seek a profit on it." Do you agree with the chairman in thinking that is a just and proper principle for a railway company to act on?—I think that is a more liberal principle than I should be inclined to act upon myself.

1534. *Lord Granville Somerset.*] How do you construe that declaration?—I should say the chairman decidedly meant the expense of the whole establishment, not merely the expense of the locomotive power.

1535. Do you think that excludes a fair consideration of the rate of interest on the money expended?—I should say so.

1536. That you think is not quite fair?—I think not.

1537. *Mr. Easthope.*] Are you aware that mail-coaches look to the conveyance of parcels as one of their great sources of revenue?—I know that, and I argue in the same way, that the railway company ought not to carry parcels without being well paid; they ought to look to the parcels carried sometimes for the main part of their profit.

1538. Do they not carry the mails at a much less rate of profit than they carry parcels?—I cannot say that of my own knowledge; but I am almost certain they do.

1539. Can you imagine any other plan of adjusting any differences that may arise between the Post-office and the different railway companies, that would be more equitable than a well-arranged system of arbitration?—No; I think that is the fairest principle that suggests itself to my mind.

1540. Do you think that in the present state of railway concerns there is that want of experience and want of knowledge at the present time, from the unfinished state of railroads, that would render it dangerous to the public convenience to make any positive legislative rule?—I think it might prove very inconvenient, and would soon call, I believe, most imperatively for an alteration.

1541. If that is your opinion, do you consider that the best way to meet the whole question, with all its difficulties, would be by an equitable arrangement of arbitration?—That seems to me at this moment to be the fairest way.

1542. Do you think that the companies would object, or have you had any conversation that would lead you to form an opinion that the company would be glad to come into an arrangement of that kind with the Post-office, to submit all questions that may arise to a well-digested system of arbitration?—I have not had any conversation with our directors upon it; but it appears to me to be founded on so broad a basis, they can hardly object to it.

1543. Do you think they ought to object to it, and if they do object to it, do you not think it ought to be imperative upon them?—I should be inclined to say that I think so.

1544. *Mr. Wallace.*] Have you turned your attention much to the question you have just answered?—Yes, I have a good deal.

1545. Have

1545. Have you given so much attention to it as to be prepared to put your opinion in opposition to the opinion of a Committee of the House of Commons, who have had an opportunity of hearing all the evidence in a matter of this kind?—It would be egotistical in me to place my opinion on such a level; but I should say thus far, that I do not care what evidence has been given before this Committee on the subject of special trains, I am quite sure that cannot be carried on; it is quite impracticable.

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1546. Lord G. Somerset.] In what way do you think the arbitration ought to proceed, that it ought to proceed on a view of the necessity of the service being referred to arbitrators, or that the Post-office should lay down what they intend, and that the company should be obliged to conform to it; and that then the arbitration should be simply as to the remuneration to be given for the performance?—Certainly not as to the cost alone.

1547. You consider that the arbitration should be founded on the principle that the arbitrators were to determine as to the manner in which the service should be performed, as well as the price?—Certainly; it should involve everything.

1548. Mr. Easthope.] You would consider it essential that the question whether it was consistent with the public convenience, should be an element in the question referred to arbitration?—Yes.

1549. Mr. Baring.] You would leave it to the decision of the arbitrators to decide at what time the post should start?—Yes, I think I would; I would leave the whole question open to them.

1550. Whether there should be a post, or whether there should be no post at all?—No; I do not know that that question should be put, whether the post should start at all.

1551. Then how do you mean, that you would leave the whole question open to them?—Then I should leave it to the arbitrators whether they would stop the post. I should not be apprehensive that they would stop the post.

1552. You are distinctly of opinion that the system of special trains cannot exist in a railway?—That is my own individual theory; that it cannot, in the continued system we are every day approaching to.

1553. You are well aware of the times at which the Post-office wished the trains to run on the Birmingham Railway?—I have heard them mentioned; but I do not remember them at this moment. I apprehend there will be very little difference of opinion between the Post-office and the directors on the evening and morning mails.

1554. Do you know the fact, that the times which were originally proposed by the company perfectly agreed with those of the Post-office for the times of the day-mail?—I believe they did.

1555. And that subsequently an alteration took place?—Yes, so I have heard.

1556. For the convenience of passengers, and the communication with the stage-coaches, as that is much more likely to bring money into the pockets of the proprietors?—Yes.

1557. Do you mean to say that a special train starting, it is impossible to give the time first fixed on by the railway directors, if insisted upon by the Post-office, without deranging the whole system?—If their general trade or business demanded other trains at other periods of time, the special trains alluded to might produce great inconvenience by interrupting the general business of the company very much.

1558. In that case you would postpone the Post-office to the time when the trains started for the benefit of the company?—I should think it worth while to postpone the business of the Post-office for half an hour or an hour, rather than interfere with or prejudice the whole system of the railway communication.

1559. Do you mean if it was merely postponed half an hour or an hour?—I am not acquainted with those particular facts; as engineer of the company, I am not privy to all their special arrangements; I heard the times mentioned, but forget them.

1560. Were not you consulted about those arrangements; it is not a trifle whether the correspondence of the whole country is to be disjointed; are you not aware of the times proposed for the morning mails?—I do not recollect them; as engineer to the company, the directing of the trains forms no part of my duty; I have nothing to do with that; if my opinion is asked about the departure of the

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1561. Your opinion is, that if it is a question between the conveyance of the letters, and the conveyance of luggage and passengers, the conveyance of the letters must give way to the arrangement for the conveyance of luggage and passengers?—No, I do not put it so; but that both ought to give way a little. If there were special trains at particular hours of the day, those special trains might prejudice the whole trade of the company to a greater extent than the delay of half an hour for the letters, especially when we are going at the rate of 30 miles an hour, or something like that, it could be of very little consequence.

1562. Is it not the case that that delay of half an hour may upset the whole distribution of the letters?—I think that if it is considered as of great importance, the Post-office is much more likely to have delays by insisting on the railway companies sending away special trains at inconvenient hours; that that will accomplish the very thing the Post-office are desirous to avoid.

1563. *Mr. Wallace.*] It is in evidence before this Committee that the directors of the London and Birmingham Railway have referred to you, as their engineer, to say whether or not the trains which the Post-office have required shall be taken at the hours they have fixed, or shall not be taken. Is it in your recollection that such a reference to you was made?—Decidedly; and I wrote a special report upon it; but it was not couched in those words. My opinion was asked whether the railway between London and Denbigh-hall would be fit, or when it would be fit, for night travelling with safety; and I stated, I think, that I conceived it would be fit for night travelling in about a couple of months, or three months, after it was opened. There are in that district a great number of embankments newly made, that are subsiding most rapidly. I could quote a case which took place the other day at Watford, near the Colne embankment; nearly 100 yards of our railway went down about six feet; there is only one line of railway can be carried over that valley at this moment; the subsidence has very fortunately taken place from the middle of the embankment; one of the lines subsided, the other did not. If both had subsided, the railway must have been inevitably stopped, and that, perhaps, for three or four days; but the subsidence took place at the centre; the one line sunk, the other remained nearly at its level; the engines from London cannot go upon their own line of railway, but must change and pass over to the upper line of the road.

1564. The evidence given here was to the effect, that you had at first reported that night travelling by the mails would be safe, but since that you reported that you considered it would be unsafe to convey the mails at night from London to Birmingham?—My report was very special, and I particularly alluded to a month or two after the railway was opened. I want the summer to be a little advanced, and the embankments to have subsided, until we might depend upon the rails remaining for a night, or for a number of hours, without any material change taking place; but at present I cannot answer for the rails remaining all night in the same situation. I should answer, with regard to the practicability, or impracticability, of carrying the mails at night, that it appears quite practicable.

1565. With safety?—Yes, with safety.

1566. The evidence alluded to refers chiefly to that part of the railway nearest to Birmingham?—It applied equally to that portion of the railway between London and Fenny Stratford; my report applied to both portions of the line; they have both very high embankments, and some of the embankments composed of very bad material.

1567. Are not the embankments on the western portion of the railway the worst?—No, this end is the worst, decidedly.

1568. *Mr. Greene.*] What is the state of the embankment at Wolverton?—Wolverton is nearly closed, but it will go on subsiding for two years, perhaps.

1569. *Mr. Wallace.*] The railway is to be opened generally for passengers by railway conveyance, and by coaches, on the 26th of this month, is it not?—Yes, I think it will be ready by about that time.

1570. Have any post advertisements appeared of that?—No, not at present.

1571. Do you contemplate any night-trains from that time?—I have reported decidedly against them for two or three months after it is opened.

1572. Can

1572. Can you then provide night-trains for the whole line?—There is an interval of about 25 miles which must be filled up with coaches. R. Stephenson, Esq.

1573. The mails may be sent from London, and taken up at the end of the first division of the railway by mail-coaches, then taken forward to where the rails begin again, and so set down at the end of the Grand Junction Railway?—Just so; and in three months after we open I think that will be practicable during the night. 6 March 1838.

1574. And safe?—Yes.

1575. Mr. *Greene*.] When you speak of the night, do you feel that there is any objection to carrying the mails from your station in London to Denbigh-hall after six o'clock at night?—No, I do not know that there is any; but these late hours employ almost the whole of our establishment; the night-trains entailing more expense than the day.

1576. You are aware that for the departure of the mails eight o'clock in the evening is the most convenient hour; do you think there will be any positive objection to the conveyance of the mails from the time your railway opens to Denbigh-hall?—From three months after that time I think not; I think I shall recommend the directors to adopt that hour; a little earlier would be more convenient; we should arrive at Rugby, where the mails commence again, at half-past two in the morning, which is just as bad as travelling by night.

1577. Mr. *Wallace*.] What length of time do you allow for performing it throughout, including the coaching part?—I think eight hours, or eight hours and a half.

1578. At what rate upon the rails?—I recommended, in the first instance, they should not exceed 20 miles an hour.

1579. It is in evidence that 22½ miles, including stoppages, is the rate agreed to?—Yes; but that alludes only to the line when entirely opened, and the traffic in full operation; I do not think it would be safe upon the piece of railway we are now about to open to average that speed in the first instance; I think, in the course of the summer, it will become practicable and safe, but at present I think there would be some serious accidents in going at that rate.

1580. Mr. *Baring*.] Do you know at what rate the time-bill given in to the Post-office was calculated?—I do not.

1581. Mr. *Easthope*.] You stated that you thought there ought to be a little giving way on the part of both the Post-office and the railway directors?—Yes; that they ought to meet in their arrangements as far as practicable.

1582. You are aware that now there is no giving way on the part of the Post-office; that the time is definite; and that everything is made to give way to the Post-office?—I have not heard that.

1583. The time is fixed by the Post-office?—Yes, that is imperative, I believe.

1584. You do not mean by giving way, any further giving way than that which is requisite to secure the public against danger?—No; I mean that they should give way so that the company should not be driven to unnecessary expense and great inconvenience by delay of the trains.

1585. If the Post-office were to say, we require that the mails shall start at a certain hour, would not the company be able to say, that will occasion us a great expense, and would not the arbitrators very reasonably take that into account?—Yes; I think that the company would be competent to prove to the arbitrators that there would be a very great inconvenience attending it.

1586. Would it be desirable that no other element should come into view than that which is necessary to the public safety?—No; I think it would be hardly fair to the railway company to give way to such an extent.

1587. *Chairman*.] Is there not a sacrifice which should be demanded of them, and which could be taken into consideration by the arbitrators?—Inasmuch as the arbitrators would be in a situation to appreciate the absolute impracticability of working the line in the way suggested by the Post-office, of course they would be the proper tribunal.

1588. Mr. *Easthope*.] How do you consider it impracticable?—I call any scheme which involves a great danger of collision or interference with the trains on the line impracticable, for it would not be proper that the public should be subject to them.

1589. *Chairman*.] Would not the very great increase of price the Post-office would have to pay, if they endeavoured to enforce unreasonable conditions on the company, be sufficient to prevent the Post-office department from exacting
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R. Stephenson, Esq. any such conditions?—I speak of an arbitration founded on evidence; the company would be competent to prove the great expense they were at.

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1590. Should you object to the Post-office having the power to fix the conditions, the price alone being referred to the arbitrators, if provision were made against the Post-office requiring the company to execute any service which might endanger the safety of the public?—Not the price alone, because, as I said before, it is not the price alone, but it is whether the trade shall be carried on with regularity or irregularity.

1591. Supposing the Post-office to require a service of the railway company which disturbed the arrangement of the whole system, and consequently inflicted a great pecuniary loss upon the company, do you think that would be estimated and allowed for by the arbitrators?—It would be, of course, for the company to prove what that inconvenience or danger was.

1592. Do you think the Post-office would for any slight cause do such a thing, when they would have to pay the railway company an enormous sum for doing it?—I think that would be a great protection against their doing it, certainly.

1593. *Mr. Wallace.*] Suppose a contract made between the Post-office and the London and Birmingham Railway Company for the performance of the distance between London and Birmingham within a certain time, should you have any fear of the company being unable to perform that precisely within the time they contracted for?—No; of course they would exercise their judgment whether the time mentioned was practicable or not; I conceive it is practicable to convey the mails at the rate of 22½ or 25 miles along our line.

1594. You are quite confident of the locomotive power?—Yes; I believe that those engines are not so perfect as they will be shortly; all the delays on the railways up to this time have arisen from the imperfection of those machines in some small details, and the companies having commenced generally with an insufficient supply of engines; that is one of the chief causes, in my opinion, of the irregularities on all new railways.

1595. You state that it would be extremely inconvenient, if not impracticable, for the Post-office to be accommodated with special trains; is it your opinion that it would never do to permit the Post-office to require a greater speed to be performed than the best speed at which passengers are accommodated?—It would be almost impossible to permit a different speed; suppose a train has left London half an hour, and they are conveyed at the rate of 22½ miles an hour, there follows after that another train at the rate of 25 miles an hour, they would overtake the first before they arrived at Birmingham, unless it were so adjusted that it might just have reached before the other came up; all these arrangements can be appreciated accurately solely by the officers of the railway company; the Post-office might call for a special train being sent away at half-past ten, when the railway company had sent away one at a quarter-past nine.

1596. You think that the Post-office must endeavour to accommodate itself so far to the trains, as to be content with the speed of the best class of passengers' trains?—I think so; I think the chance of accident is almost in a similar ratio to the number of engines or trains passing during the same time; if the Post-office trains are to be separated from the others, such a number of special trains being sent, we know that that increases the ratio of accidents on the line.

1597. The object of the Post-office being to obtain the greatest speed that would be consistent with safety and punctuality, would not that be accomplished by requiring that the engines should not be so loaded as to prevent their performing the journey within the time?—The limit to the speed the engines would run would be 35 miles an hour; but I do not know that it would be safe to push them faster than at present; the company have made a contract for a certain speed, to run 22½ miles, or I think they may go 25 miles an hour.

1598. With whom have they made that contract?—*Mr. Bury, of Liverpool.*

1599. *Chairman.*] Do you think it would be safe for the Post-office to run its own engines?—The very same objection would apply; it is a division of establishment into two powers; there is a very great difficulty now whenever two companies come into contact with each other in making their arrangements; there is great difficulty in adjusting the measures between them; the same would apply between the Post-office and any other company.

1600. Do you consider that a railway company has practically a monopoly of that railway, as against the rest of the world?—No, I think not.

1601. Why

1601. Why not?—The fact is otherwise upon the Liverpool and Manchester; for engines belonging to different parties, coach proprietors and others, run upon the Liverpool and Manchester line. R. Stephenson, Esq.

1602. How many different parties?—I should think four or five parties.

1603. Is that found to be inconvenient?—It is; I believe it requires very nice adjustment.

1604. Lord *Granville Somerset*.] All those different parties are under the control of the company, are they not?—They are all subject to their bye-laws.

1605. Those bye-laws may be so stringent as to place all other parties under the immediate control of the company, may they not?—Yes, they are.

1606. Mr. *Baring*.] You know them to be so stringent?—Yes.

1607. Lord *Granville Somerset*.] There is no power of arrangement as to time left in the parties acting upon them with their own capital?—There is no case of that kind.

1608. It is not a matter of competition?—It is not.

1609. There are not the elements of free competition belonging to it, such as starting when they please, and going what pace they please?—No, there is not any element of that kind in it, nor do I think that it can exist.

1610. Mr. *Baring*.] How did the bye-laws interfere with it?—As to the times of departure with the trains.

1611. What is the nature of the bye-laws?—They are obliged to have engines of particular weight or construction; accordingly they have a power, if a party brings on an engine of a particular construction, to discharge it; if he brings on a carriage of a particular description they may discharge that, and they may regulate his speed; the limits he has are very small indeed; he must run at the speed agreed by the company, or thereabouts.

1612. Have the company the power of insisting they shall not start at certain times?—Yes; they confine them to start at certain times, or if they allow any latitude in starting, that is always subject to the consent of the officer on the station.

1613. Mr. *Easthope*.] Do you conceive that those stringent bye-laws are essential for the prevention of accidents?—I think, even strict as they are, they have not been found quite sufficient to prevent accidents.

1614. You think that they are essential for the prevention of accidents?—Yes, I think they are essential to prevent accidents.

1615. Without reference to profit?—Yes.

1616. You state that you have Mr. Bury's engines on the London and Birmingham road; are they of a different construction from the engines generally made?—They are made on the same general construction as those first used on the Liverpool and Manchester line, but not the same as they are now using; not only on the Liverpool and Manchester, but on the Grand Junction and other railways, they prefer engines with six wheels; these have four.

1617. In the present state of your information, is there practical evidence in favour of those engines as compared with others?—Not that I am aware of.

1618. On all the information you have got, which engine are you inclined to think is preferable?—I think an engine placed on six wheels is much safer.

1619. Why safer?—It will be very obvious, I suppose, if an axle break, or one of the wheels break, in a four-wheeled engine, it must come down, but in a six-wheeled engine one axle may break, and yet the engine not come down.

1620. You consider that those four-wheeled engines are most liable to accidents?—That is my opinion; but there is a difference of opinion in the profession.

1621. In the present state of your information, does not it seem that that is not matter of fact, but matter of opinion?—I believe it to be an absolute matter of fact; but there is a difference of opinion: I believe the engineers in general are of opinion in favour of six wheels.

1622. Mr. *Wallace*.] You allude to the advantages which have been obtained by railway companies from Parliament, and the conveniences they were in return to give to the public; is it in evidence at all that the railway companies can make bye-laws which may prevent the public using the railways?—I am not aware of that being in evidence.

1623. They have made bye-laws?—Yes.

1624. Do they make them under their Act of Parliament?—Certainly.

1625. They

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1625. They have a right, by their Act, to make bye-laws?—Yes, unquestionably.

1626. Without discriminating the nature of those bye-laws?—There are some restrictions, I believe, as to the extent of the bye-laws in all the railway bills; there is a certain limitation put on the power of the directors for enacting bye-laws, describing them in very general terms.

1627. Mr. *Baring*.] Upon the first proposal of the Post-office, the directors of the Birmingham and London Railway Company declined to carry the mail at all during the night, did they not?—Yes, I believe they did, on my recommendation.

1628. Subsequent to that they agreed to carrying the mail by night?—The directors put it to me afterwards.

1629. Do not you know that they made a communication to the Post-office agreeing to carrying the mail by night?—I am not aware of their having acceded.

1630. Are you not aware of their having made a communication to the Post-office, that they would carry the mail by night, but they would carry no passengers?—Yes, they said it was extremely important that they should carry the mails at night.

1631. Did they make that communication?—Yes, they asked me whether they might do it; I said, No, you may take the mails at night at a moderate speed, say about 15 miles an hour, and accomplish that, perhaps, with little danger; but I protest against your carrying passengers at night until three months after our railway is opened.

1632. That was in consequence of that communication the offer was made to the Post-office to carry merely the bags?—Yes.

1633. And parcels and packages, but not passengers?—Yes.

1634. What is the latest time for your last railway-train starting from London?—Five o'clock.

1635. What time do they expect to get down to Rugby?—I know nothing of the arrangement proposed, except they are to keep clear of night travelling.

1636. How many hours are you in getting down to Rugby from London?—About six hours, I suppose.

1637. You start at five?—Yes.

1638. You have not opened to Rugby?—No; our last train at present is five o'clock; what the arrangements of the directors are as to the trains on our opening on the 26th I am not acquainted with.

1639. Are you not aware they mean to carry on their five o'clock train to Rugby?—No, I am not; I think it is very likely; but I do not think they will carry passengers; perhaps they may carry parcels.

1640. Are you not aware that the Post-office allege, that as you will go part of the night in the dark, they cannot see any reason why you cannot travel in the night for them also?—I am not privy to the correspondence; I am not aware of what has passed upon that subject.

1641. Lord *Granville Somerset*.] One of your great objections to travelling late at night is the impossibility of repairing the road?—Yes.

1642. You want a space of time for the repairs to be allowed for the doing it, particularly at the opening of a new line?—Yes.

1643. Mr. *Baring*.] It is equally objectionable for the mail-trains, whether it carries passengers or not?—Yes, but I urged the danger.

1644. Lord *Granville Somerset*.] Do you anticipate that, on the 25th of June, it will be safe for trains to leave London at eight, or half-past eight or nine, to go as far as the railroad is open?—Yes, that is my opinion.

1645. You will have no objection to the railway company contracting with the Post-office to carry the mails from the 25th of June, so far as it is opened?—No; my present impression is that, previous to that date, we shall be able to travel at night with impunity.

1646. That must depend upon the weather?—Yes; if we have a fine spring, I hope it will be earlier.

1647. But taking all contingencies, you think that, by the 25th of June, you shall be able to report to the directors that they may carry the mails at night with impunity?—Yes, I am quite positive they may by that time.

1648. When you say at night, do you mean taking twelve o'clock at night instead

instead of nine?—That is a point I have not thought of; I think that would be practicable. R. Stephenson, Esq.

1649. Do you think it would be safe to send off a railroad train at 12 o'clock at night, and that the railroad would be in a condition to do that safely?—Yes; I think it would imply the necessity of keeping the watchmen on all night.

1650. Mr. *Baring*.] At what time does your five o'clock train get to Tring now?—It may go in an hour and forty minutes.

1651. Mr. *Wallace*.] Can you state the hours at which it is intended to start trains, and the times of their arrival at Birmingham, after the 26th instant?—No, I am not aware that they are finally fixed; I should think not.

1652. Do you know how many they intend to start each day?—I think they spoke of three each way in the mornings, and three each way in the evenings.

1653. Do you not recollect the hours?—I never heard them mentioned; I have heard of some discussion with Mr. Chaplin as to the most convenient hours for leaving London; it was proposed to leave London at six o'clock in the morning with one train, and Mr. Chaplin said at six o'clock you will not get the London passengers to get up; that it was too early to start.

1654. Mr. *Baring*.] Your hours have been fixed with reference to the times in which it would be most convenient to take passengers?—That is the principle, decidedly.

1655. Lord *Granville Somerset*.] Are you cognizant of the orders given upon the Grand Junction Railroad to the engineers?—Not at all; I have nothing to do with that railway.

1656. Have you had reference to the orders given to the engineers on the Birmingham and London Railway?—I am aware of them, but they are more immediately under the direction of the contractor, Mr. Bury, under whose control the locomotive engine department is now.

1657. How long has he had that contract?—He entered into the contract previous to its opening.

1658. You are not at all aware of the orders given to their engineers as to the amount of load they may attach to the train?—That may be increased without impeding the velocity of the engine, for they generally run below their power, so that three or four carriages may be attached with impunity.

1659. Have you any report to make of the power and the weight?—Very particularly; those matters are stated in the London and Birmingham return; the time, the number of passengers, and the number of coaches; the time is put down at each station as it passes along.

1660. Is any observation expected or made by the engineers, as far as you are aware, with regard to the power of different engines?—No.

1661. Or if they failed in point of time, what is the cause of the accident?—If they fail in point of time, it is owing to the engines being too few in number, and their being obliged to work them when they want repair.

1662. Is that noticed by the engineer?—I think not; but the superintendent at the end of the line examines them, and if he finds that they are not fit to go out again he orders them into the repairing shop, and orders another out; but sometimes the number is insufficient to keep up that system, so that an engine which is imperfect is sent out again.

1663. Knowingly?—Yes, from necessity.

1664. Has not the number of passengers conveyed by your trains sometimes been very large?—Yes; in the outset, when the number of passengers was very great on the London and Birmingham Railway, we have had trains of 15 to 20, and 25 coaches. I remonstrated with the parties concerned, and urged that they should be limited, for that the engineer might run some risk if he attempted to get on with his train; that he might raise the steam beyond the safe power.

1665. Mr. *Wallace*.] How many in each coach?—The coaches hold 18 inside, and the second-class coaches from 25 to 30; they are all covered with an awning.

1666. Then the engineers have, at one time, overdone the power of their engines, and you remonstrated?—Yes, they exceeded what I thought desirable.

1667. Do you know what the orders now are?—I believe the trains are now limited to a very moderate amount; the largest trains are six coaches, and the engines are competent to run well, certainly, with eight coaches.

1668. There is a margin of two coaches?—Yes.

1669. Supposing at certain times an engine is capable of dragging eight coaches, are there not periods when that same engine would not be competent to

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drag so many with proper speed?—Those must be very singular instances; for instance, when the wheels are in a greasy state with a certain quantity of mud and dew mixed, then the speed of the engine is very much limited; but there are very few instances of that.

1670. You are aware that the railroad communication between Birmingham and Liverpool has been very unequal in point of time?—I understand it has.

1671. Has your attention been directed to the causes of that?—I believe it is mainly attributable to the small number, and the insufficiency in the power, of the engines.

1672. They have employed engines which are not capable of dragging the loads they have been called upon to drag?—I apprehend they were all nearly equal, in the first instance, but the engineer of that railroad is present.

1673. Mr. Wallace.] Does the contractor for the locomotive-power engine engage for a certain fixed pace within the hour?—Yes.

1674. Does it perform the distance regularly to the time?—Very regularly upon our line.

1675. Lord Seymour.] When you open the communication between London and Denbigh-hall, and from Rugby to Birmingham, how many engines shall you require to do the work between London and Denbigh-hall?—I should say four engines at each end ought to do the work.

1676. For how many journies in the day?—I am taking it three trains each way, morning and evening, that is six trains a day from London, and six from the other end.

1677. You think eight engines will be sufficient to do that?—Yes; eight in action; but we shall require, perhaps, eight at stations on the line to meet accidents.

1678. How many engines must you have in the district?—I should say three other engines, in a state ready to be applied, would be sufficient.

1679. Eleven engines would be sufficient for the work, and for allowing a certain number of them to be under repair?—No, not including those under repair; three would require to be kept, with the steam always up and ready at a moment's call.

1680. Estimating the casualties that would arise or not, how many engines do you think it would be necessary to keep for the performance of that?—Reckoning the number in operation at eight, I think the number kept should be 16: the number should be double that in active operation; I think that is the smallest calculation we can make.

1681. Are all your engines of the same power?—They are all of the same power on the London and Birmingham line; generally speaking, they will approximate very nearly to each other.

1682. What weight are they calculated to draw?—Our engines would be equal to 30 or 35 tons at 30 miles an hour on a level, or 100 tons at 20 miles an hour.

1683. Is that found to be the sized engine which it is most advantageous to work on a railroad?—It depends on circumstances; some railways would require more powerful engines than others; almost every railway would require a different consideration on that point.

Joseph Locke, Esq., called in; and Examined.

J. Locke, Esq.

1684. *Chairman.*] ARE you aware of the delays which have taken place in the transmission of the mails upon the Grand Junction Railway?—Yes, I am, of a great many of them.

1685. Have the goodness to state to the Committee to what you conceive those delays to be generally attributable?—They are generally attributable to the want of a sufficient number of engines.

1686. You think if there were a sufficient number of engines, the service could be executed with great regularity?—Perhaps never with perfect regularity, but with greater regularity than we have at present.

1687. What would be the impediments to perfect regularity in case of a proper supply of good engines being afforded?—Accidents only; we are always liable to those; and whenever we have an accident, we generally have detention.

1688. Is that not a considerable disturbing cause?—Yes; but with a good engine, if we have power to spare, we can make up for that; and with good engines

engines that is generally the case. The state of the rails must be taken into consideration: when the rails are slippery the power of the engine cannot move the load; that is an exception to the rule I have stated before.

1689. Has your attention ever been directed to what you conceive would be a proper and fair system for the Post-office or the railway companies to act upon with respect to the transmission of the mails?—I think a fair and equitable principle would be to refer the question to arbitration.

1690. By the question, do you mean the question of price, or the question of the nature of the service and the conditions?—The whole question.

1691. What inconvenience should you see in the Post-office fixing the nature of the service, and the subject of price alone being referred to arbitration?—I do not know that there is any objection to that. I think the Post-office might very safely have the power of stating at what times their mails should depart, but that the arbitrators should take into consideration the possible expense of running those trains; if the Post-office ask for a train in the middle of the night, for instance.

1692. The whole question of price being referred to arbitrators, who would have the power to make allowances for that, you think there is no objection to the Post-office making the conditions, the arbitrators fixing the price?—I see no objection to that.

1693. Do you think it likely, that in that case the Post-office would require a service that would seriously endanger the public travelling on railroads?—No; they would not endanger the public travelling on railroads; but the company not having a sufficient number of engines, they might seriously interfere with the conveyance of the persons travelling on the line, by calling for an engine whenever they thought fit.

1694. Do you think you want some sort of security against the Post-office doing that which could hardly be considered in the question of price, by the Post-office having to pay a large sum, if called for, for having disturbed the arrangements of the railway company?—I think so. I would mention an instance with regard to a special train, an express engine required by the Post-office; the mail was too late, an express engine was sent off after it; they were urging the engine at a very quick speed, I believe nearly 40 miles an hour, when the axle broke; now the expense of that reparation was far more than we received from the Post-office for a month; and I think there should be an instruction to the arbitrators, that any expense of that sort should fall upon the Post-office, and not upon the company; I should refer the whole question of cost to the arbitrators.

1695. Lord *Granville Somerset*.] What sort of arbitration do you conceive would be just between the Post-office on the one side, and the railway companies on the other?—The ordinary mode of arbitration. I do not know more than one mode, by the appointment of two referees and an umpire, parties conversant with and capable of forming a judgment, and giving evidence on particular facts.

1696. Do you think it would be better to have arbitrators in each particular case, and not any constituted authorities, to take all the questions referring to the railroads under their consideration?—I do not know; that is a new light; I have never considered that before; local information would sometimes be desirable; but I can conceive of a case where that kind of information is not essential.

1697. Might not local information be always attainable by the arbitrators, whether a permanent body or a local body?—Certainly.

1698. Would not a permanent body have this advantage, that they would more satisfactorily decide the general question, so far as the Post-office was concerned, by being better enabled to form a judgment what were the real necessities on the part of the Post-office, than if they were called on to arbitrate only on one particular occasion?—They would understand the subject better, no doubt.

1699. And there would be less difference of opinion than between arbitrators appointed for a special circumstance?—They would come to a conclusion sooner, and probably a more just conclusion.

1700. Mr. *Baring*.] Do you think, practically, there would be frequent occasions to go to arbitration?—There would be in the first instance, probably, but not afterwards. I am quite sure that the expense of these special trains is far more serious than the Post-office authorities have any idea of; but after a few of

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these arbitrations, I think it would be so evident, there would be no further disagreement upon the subject.

1701. You think after the subject had been looked into, the Post-office would be inclined to settle the thing without the expense of arbitration?—I believe that; and I am sure the railway companies have received a great deal of public censure for the delays on the line which have been occasioned by the Post-office; had not the arrangements been made with the Post-office, I am sure our arrangement would have given very great satisfaction.

1702. *Mr. Wallace.*] How do you account for that?—By the nature of the loads. We started with six trains in the summer of last year, four of which carry mails; I suggested myself to the directors, three or four months ago, before the winter set in, the propriety of taking off one of those trains, for several reasons: one, that our engines did not come in so fast as we expected, and that the trains did not fill, and we were running at a loss; but the answer was, “We have made our arrangements with the Post-office, and must fulfil them.”

1703. *Mr. Wallace.*] How many trains carry mails?—Four.

1704. Could not you take away the other two?—The other two are those only which stop at intermediate places; without those there would be great inconvenience.

1705. In your evidence in November last you stated that many accidents had happened to your engines?—I did.

1706. Since then has not the traffic of the Grand Junction Company increased?—It has.

1707. Have the engines been subjected to more accidents or less since that?—Much fewer.

1708. How do you account for that?—Because the weak parts of the engines were discovered, and have been replaced in a stronger way; now they cease to give way.

1709. An engine-building house was alleged to have sent out most of the engines which had met with those accidents?—Yes.

1710. Have similar accidents occurred with other engines from the same manufactory?—I think not since that.

1711. *Lord G. Somerset.*] What orders are given to your engineers as to the amount of weight they may attach to the several engines?—The engineers have no control whatever; it is for the conductor.

1712. What orders are given to the conductor?—I believe there is no order to the conductor to refuse a carriage, if it is a private carriage, and that is the only carriage he can meet with on the line; at each end of the line I know that they are generally very strict; but when they come to Stafford or Wolverhampton I believe they never refuse to take on a carriage. It might be extremely inconvenient if they did.

1713. Is the locomotive power calculated so as to allow that additional weight?—Yes. I have gone myself with 14 or 15 carriages from Birmingham to Liverpool in less than four hours and a half; I have also gone with seven or eight, and have not been able to do that in less than five hours and a half, in consequence of the state of the engine, in consequence of there being some little derangement in the machinery.

1714. You come back to your original proposition, that you have not sufficient engines on the road?—We were obliged to use engines that ought to have gone into the hospital to be repaired.

1715. Then any statement about the insufficiency of the engines must be attributed to the engines being out of order, and not to their power being too small for the loads they were to draw?—Certainly. I believe they are the most powerful engines that can be made. I have prepared a statement to show the absolute work of engines on the Grand Junction and on the Liverpool and Manchester Railways. When the Grand Junction Railway was opened, the scheme for travelling comprised six trips, making a total of 1,440 miles per day; short trips, 160; coke-train and spare engines, 200; total, 1800 miles per day. The number of engines on hand then was 16; (it is true this number is increased from 16 to 26; but then they have been increasing the goods, perhaps, but not in the same proportion.) At the same time the Liverpool and Manchester were running only 1,000 miles per day, and had upwards of 30 effective engines. We started with 1,800 miles per day, having only 16.

1716. Are

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1716. Are your 26 all in good condition?—About 23 of them are in very good condition, and three of them are undergoing some substantial repair.

1717. Mr. *Wallace*.] Has any arrangement been made between the Post-office and the company, so far as you know, for the carrying of the mails after the 1st of April?—I do not know that.

1718. Does the Grand Junction Company require additional time for carrying the mails from what it did during the agreement which ended in January?—Yes, a quarter of an hour more in going down, and 25 minutes in coming up.

1719. They still insist upon that additional time?—Yes.

1720. Do you know whether that was agreed to?—I do not.

1721. Mr. *Greene*.] On a consideration respecting the arbitration, does it appear to you essential that the arbitrators should be themselves engineers?—No, I do not think it is; but I think it would be desirable, and I have no doubt they would be persons who would feel the value of engineering evidence.

1722. Mr. *Baring*.] Will there be any objection to appointing an officer in the department of engineers, though not a civil engineer?—I do not know; from education he would be a gentleman; he would understand the subject generally; but unless he was a practical man, who thoroughly understood the effect of engines on railways, he would not be a competent man; but I was looking to the appointment of a person who would take the evidence of practical men; if he was able to form a judgment on the accuracy or inaccuracy of the evidence he might call before him practical engineers.

1723. Mr. *Easthope*.] Do you think a great deal of the complaint now made and felt by the Post-office will cease when the railways are in a most perfect state of repair, and their machinery is better furnished; perhaps within the 12 months?—I have no doubt of it.

1724. Mr. *Wallace*.] What is the distance along the railway between Newton and Preston?—I think it is 22 miles.

1725. Are you acquainted with the gradients on that railroad?—Yes; I have understood there were several gradients of one in the hundred.

1726. What effect will they have in the conveyance of the mails?—I see no reason why the mails should not be carried on that line as well as on the London and Birmingham.

1727. Would you have the same opinion of the line to Lancaster?—Yes.

1728. Do you know when that line of railroad may probably be opened?—I am told by the end of this year probably.

1729. Is it intended to open it partially?—I am not aware.

1730. Mr. *Baring*.] You were present when the evidence of Mr. Stephenson was given; is it your opinion that, under the circumstances stated, it would be advisable for the Post-office to press a night-train at the present time?—I see no great objection to it if passengers are not carried, but I should be very sorry to enforce the carrying of passengers after such evidence as Mr. Stephenson has given of the insufficiency of the railroad.

1731. Your objection to enforcing the train arises from the risk to the lives of the parties to be conveyed?—Yes.

A P P E N D I X.

STATEMENT of the Arrival of the LONDON MAIL in *Edinburgh*, travelling partly by Railway and partly by Common Road, from 1 August to 9 December 1837, both days included.

THE time it ought to arrive at is 9. 23. A.M. The Mail for Dundee, through Fife, must be despatched from the Post-office at 10. 15. or 10. 20. at the latest, as it must be at Newhaven by 10. 30., at which time *precisely* the Steam-boat sails; and it requires about 15 minutes after the London Mail arrives for assorting and despatching. Therefore, when the London Mail is later in arriving than 10. 5. or 10. 10., the *Dundee* Mail must proceed without the London bags. But as the *Perth* Mail can at all times command a boat at Queensferry, it waits for the London bags.

1837:		H.	M.	1837:	H.	M.	1837:		H.	M.	
August 1	Tuesday -	9	21	Sept. 14	Thursday	9	41	October 28	Saturday	9	40
2	Wednesday	9	35	15	Friday -	9	33	29	Sunday -	9	40
3	Thursday	9	40	16	Saturday -	9	44	30	Monday -	9	35
4	Friday -	9	30	17	Sunday -	9	54	31	Tuesday -	9	25
5	Saturday	10	13	18	Monday -	9	42	Nov. 1	Wednesday	9	40
6	Sunday -	9	52	19	Tuesday -	9	43	2	Thursday	9	51
7	Monday -	9	48	20	Wednesday	9	54	3	Friday -	9	33
8	Tuesday -	9	25	21	Thursday	9	30	4	Saturday	9	42
9	Wednesday	9	14	22	Friday -	9	32	5	Sunday -	9	27
10	Thursday	9	42	23	Saturday	9	35	6	Monday -	9	45
11	Friday -	9	54	24	Sunday -	9	27	7	Tuesday -	9	27
12	Saturday	9	41	25	Monday -	9	33	8	Wednesday	9	51
13	Sunday -	9	25	26	Tuesday -	9	30	9	Thursday	9	36
14	Monday -	9	43	27	Wednesday	9	21	10	Friday -	9	29
15	Tuesday -	9	22	28	Thursday	9	39	11	Saturday	9	33
16	Wednesday	9	56	29	Friday -	9	32	12	Sunday -	9	52
17	Thursday	9	37	30	Saturday	10	0	13	Monday -	9	25
18	Friday -	9	31	October 1	Sunday -	9	45	14	Tuesday -	9	25
19	Saturday	9	51	2	Monday -	9	54	15	Wednesday	9	47
20	Sunday -	9	37	3	Tuesday -	9	31	16	Thursday	11	10
21	Monday -	9	40	4	Wednesday	9	47	17	Friday -	9	19
22	Tuesday -	9	26	5	Thursday	9	51	18	Saturday	11	7
23	Wednesday	9	28	6	Friday -	9	22	19	Sunday -	9	35
24	Thursday	9	32	7	Saturday -	9	45	20	Monday -	10	4
25	Friday -	9	30	8	Sunday -	10	22	21	Tuesday -	9	17
26	Saturday	9	30	9	Monday -	9	14	22	Wednesday	10	20
27	Sunday -	10	3	10	Tuesday -	9	25	23	Thursday	9	29
28	Monday -	9	25	11	Wednesday	9	25	24	Friday -	9	33
29	Tuesday -	9	11	12	Thursday	9	19	25	Saturday	9	57
30	Wednesday	9	22	13	Friday -	9	30	26	Sunday -	9	57
31	Thursday	9	45	14	Saturday	9	48	27	Monday -	9	55
Sept. 1	Friday -	9	56	15	Sunday -	9	20	28	Tuesday -	10	26
2	Saturday	9	55	16	Monday -	9	40	29	Wednesday	9	57
3	Sunday -	9	34	17	Tuesday -	10	58	30	Thursday	9	57
4	Monday -	9	32	18	Wednesday	9	45	Dec. 1	Friday -	9	47
5	Tuesday -	9	26	19	Thursday	9	43	2	Saturday	10	13
6	Wednesday	9	29	20	Friday -	9	41	3	Sunday -	9	56
7	Thursday	9	30	21	Saturday	9	45	4	Monday -	11	0
8	Friday -	9	28	22	Sunday -	9	40	5	Tuesday -	9	50
9	Saturday	9	38	23	Monday -	9	46	6	Wednesday	10	3
10	Sunday -	9	37	24	Tuesday -	9	40	7	Thursday	10	0
11	Monday -	9	27	25	Wednesday	10	14	8	Friday -	10	29
12	Tuesday -	9	26	26	Thursday	9	32	9	Saturday	10	12
13	Wednesday	9	32	27	Friday -	9	32				

William Galloway, Accountant in *Edinburgh*, being solemnly sworn, depones that what is stated above is a true copy taken from a journal kept by him of the arrival of the London Mail at *Edinburgh*, from the 1st day of August to the 9th day of December 1837, both days included; and that to the best of his knowledge and belief the time is accurately entered.

Wm. Galloway.

J. G. Craig, of *Riccarton*, Bart. one of Her Majesty's Justices of the Peace for the County of *Edinburgh*.

AN ACCOUNT showing the Time it would take to reach the following Places when the Railway is open the whole way to *Liverpool*, *Manchester*, and *Lancaster*, travelling at the rate of 20, 22½, 30, 35, and 40 miles an hour by Railway, and 10 miles an hour by Common Road; also showing the periods the Mails-Bags would arrive at each place conveyed at the above-named rates of speed, starting from the London and Birmingham Railway Station, at *Euston-grove*, at 8. 30. P.M.

	Distances from Euston-grove.		Total Distance	At 20 Miles.		At 22½ Miles.		At 30 Miles.		At 35 Miles.		At 40 Miles.	
	Ry Rail-road.	By Common Road.		H.	M.	H.	M.	H.	M.	H.	M.	H.	M.
*Liverpool - - -	Miles. 209	M. F. - -	M. F. 209 -	H. 10	M. 27	H. 9	M. 17	H. 6	M. 58	H. 6	M. -	H. 5	M. 14
Manchester - - -	209	- -	209 -	10	27	9	17	6	58	6	-	5	14
Lancaster - - -	246	- -	246 -	12	18	10	56	8	12	7	2	6	9
†Dublin - - -	- -	- -	- -	23	27	22	17	20	-	19	-	18	14
Allow 13 hours from arrival at Liverpool to arrival at Dublin.													
Edinburgh - - -	246	160 6	406 6	28	22	27	-	24	17	23	7	22	14
Glasgow - - -	246	161 3	407 3	28	25	27	2	24	21	23	11	22	18

ARRIVALS of MAIL-BAGS leaving *Euston-grove* Station at 8. 30. P. M.

	20 Miles an Hour.	22½ Miles an Hour.	30 Miles an Hour.	35 Miles an Hour.	40 Miles an Hour.
Liverpool - - - - -	H. M. 6 57 A.M.	H. M. 5 47 A.M.	H. M. 3 28 A.M.	H. M. 2 30 A.M.	H. M. 1 44 A.M.
Manchester - - - - -	6 57 -	5 47 -	3 28 -	2 30 -	1 44 -
Lancaster - - - - -	8 40 -	7 26 -	4 42 -	3 32 -	2 39 -
And the following places as under, allowing one hour for stoppages :					
Dublin - - - - -	8 57 P.M.	7 47 P.M.	5 30 P.M.	4 30 P.M.	3 44 P.M.
Edinburgh - - - - -	1 52 A.M.	12 30 midn'	9 47 -	8 37 -	7 44 -
Glasgow - - - - -	1 55 -	12 32 -	9 51 -	8 41 -	7 48 -

* The distances are taken from *Euston-grove*; to find out those from the General Post-office is to add two miles, the distance from the Post-office to *Euston-grove* station.

† As regards *Dublin*, the distance from the General Post-office, *London*, to General Post-office, *Dublin*, may be seen as under :

General Post-office, <i>London</i> , to <i>Euston-grove</i> - - -	M. F. 2 0
<i>Euston-grove</i> to <i>Liverpool</i> , by railway - - -	209 0
Estimated distance from <i>Liverpool</i> to <i>Kingstown</i> - - -	120 0
<i>Kingstown</i> , by railway, to <i>Westland-row</i> station - - -	6 0
<i>Westland-row</i> station to General Post-office, <i>Dublin</i> - - -	0 6
TOTAL - - -	337 6

18 December 1837.

Geo. Louis.

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establishment would be kept from church may easily be removed, 782, 783—No meetings have been held concerning Sunday travelling; the best test of public opinion is the use made of the Sunday train, 784-790—The expense of locomotive power increases with the speed, 791, 792—Considerations of expense have not delayed the mails on the Grand Junction, 793-795—A special train for the Post-office would make little difference in the regularity of the mails, 796-802—Examination with reference to the increased cost of carrying the mails between Manchester and Liverpool since 1830, 803-809.

[Mr. Moss.] Examination relative to a verbal communication with the Duke of Richmond, at the passing of the Grand Junction Railway Act, with reference to the conveyance of mails, 815-821.—[Mr. Earle.] Tolls charged on the Manchester and Liverpool for the conveyance of goods, 822-829—If the Post-office were to run its own carriages they would only have to pay 17s. toll for each passenger between Birmingham and Liverpool, 830-835—It could not have been the intention of the Legislature that the mail should be carried toll-free, 836-851—Dividend of the Manchester and Liverpool; more than 10 per cent. is not allowed by the Act, 855-859—Original capital and money borrowed by the Grand Junction; price of shares, and expected dividend, 860-866—Rate charged to the Post-office, and for gentlemen's carriages, on the Grand Junction, compared, 867-877.

Edinburgh Mail. Statement of the arrival of the London mail in Edinburgh, travelling partly by railway and partly by common road, from 1st August to 9th December 1837, *App. p.* 141.

Edinburgh and Glasgow Mails. Reason for not sending the time-bills right through from London to Edinburgh and Glasgow, *Louis* 270-273.

Engines. See *Locomotive Power.*

Euston-Grove Station. Account showing the time it would take to reach Liverpool, Manchester, Lancaster, Edinburgh, and Glasgow, at different rates of speed on the railroad, and at 10 miles an hour by the common road, starting from Euston-Grove; also time of arrival of mail-bags leaving at half past eight, *App. p.* 142.

Expenses of Railroads. The expenses of railroads are usually calculated at 50 per cent. taking the expense of the Manchester and Liverpool as the foundation, *Locke* 922-931—No general rule can be applied to different railways; the traffic, distance, speed, nature of each line, &c., must be considered in each case, *Locke* 949-956.

Express Engines. Terms on which the Grand Junction Railway Company have agreed to furnish express engines in case the mails arrive late at Birmingham, *Maberly* 1153.

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Fares. The directors might raise the fares if it was found to save expense, *Chaplin* 1069—Railway fares compared with inside and outside fares on coaches, *Chaplin* 1070, 1071—If the railway fares were too high the competition of the road would be revived, *Chaplin* 1071-1074—Lower fares will change the habits of the people, and increase travelling, which it is the object of the directors to encourage, *Chaplin* 1075-1079—The fastest coaches paid best, although the cheap coaches had better loads, *Chaplin* 1079.

Follett, Sir William. See *Sunday Mails.*

Frost. Makes the rails glassy, and the engine-wheels slip round without propelling the carriage, *Pim* 648.

G.

Glyn, George Carr. (Analysis of his Evidence.)—Chairman of the Directors of the Birmingham Railway Company; attended a meeting lately at Birmingham, 1231-1233—A resolution proposed by Mr. Sturge prohibiting Sunday travelling was negatived, and an amendment proposed limiting it to public necessity, 1234—The service of the Post-office would be included, 1235-1238—Inconvenience of permitting the Post-office to start a train at any time without reference to the appointed passenger-trains, 1239-1243—The passengers must be detached from the Post-office engine, because the time may not suit them, 1244—The Post-office might have passenger-trains of its own, subject to the control of the directors, 1245, 1246—It will not answer the purpose of individuals to act as carriers; they must find stations for themselves, 1247-1250—And purchase the land by private agreement, 1251-1254—Competition would be inconvenient, and dangerous to the public; accidents could not be prevented, 1255-1261.

If the mail trains on Sunday carried passengers all the arrangements of the Company must be altered, 1262, 1263—Railway Companies are bound to exercise their powers
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Glyn, George Carr. (Analysis of his Evidence)—*continued.*

for the convenience of the public on Sundays; this principle will be carried out by the directors of the Birmingham Railway, 1264-1267—In making arrangements with the Post-office, there are no data on either side on which fair terms can be estimated, 1268-1270—It would not be unfair to compel the companies by morning trains to carry the guard and bags at a sum proportionate to a certain number of passengers, 1271, 1272—The Birmingham Company are only anxious to gain information; they do not seek a profit in the conveyance of mails, 1273-1275—Weight as well as space should be taken into calculation; the Post-office have made no proposition, 1276—The Post-office ought to pay toll; railways are supported by a body of proprietors; roads are maintained by travellers and the landowners, 1277-1280.

When other railways are opened trains will be passing on the Birmingham every hour or half hour; and if the Post-office had power to start a train at a different time, the whole arrangements would be embarrassed, 1281-1284—There will be no difficulty in accommodating them when the whole line is opened, 1285, 1286—The Company do not wish to undertake night travelling for six months, in order to avoid accidents; the public do not seem at present to like night travelling, 1287-1295—The hour of starting for the mails will most probably be permanent, and the public will adapt themselves to it, 1296-1298—If trains offer themselves from a distance on Sunday at any hour, they will be received, 1299-1301—The Grand Junction Railway is deficient in locomotive power, their engine-builders have failed in their supply, and the stoppage of the canals has brought heavy goods to the railway, 1302-1303.

The Companies will be amenable to public opinion, and will afford the greatest accommodation to the Post-office compatible with public convenience, 1304-1307—The Post-office ought not to have made arrangements with the Grand Junction for six months, 1313—The same kind of contract should be entered into with Railway Companies as with mail contractors, 1315, 1316—The Birmingham Company would be able to keep its engagements; it has an ample supply of locomotive power; speed proposed, 1317-1322—Night trains may go at the same speed when the line has arrived at a proper degree of consistency, 1323—The gradients are favourable, but 30 miles an hour is considered too great a speed, 1324, 1325—The Post-office have pressed the Company to establish night trains against the opinion of their engineer, 1326, 1327—Mr. Stephenson remonstrated strongly against the starting of a mail-train even without passengers, 1328-1333.

Points of dispute between the Post-office and Railway Companies might be left to arbitration; if they refused this, they must be compelled by Parliament to submit, 1334-1339—Increase of speed increases the wear and tear of the rails and locomotive power, 1340—Competitors will be driven off the line of road, 1341—The Post-office should guard against the speed being slackened by penalties, 1342-1344—Turnpike-roads and railways compared, with reference to the propriety of exempting the mails from toll, 1345-1367—The embankments on the Birmingham Railway have subsided greatly; it will be dangerous to travel at night on the new embankments, 1368-1374—If any Railway Company were to make regulations, which would interfere with the public service, the Legislature is bound to provide against them, 1375-1379.

The Post-office must conform itself to the speed which is considered best for passengers, and the Railway Company will accommodate the hour of starting, 1380-1384—It is highly improbable that the public should agree to a disturbance of Sunday travelling; the Grand Junction Company has determined to suit the public convenience, 1385, 1386—The Act limits the tolls on the Birmingham, but not the amount of profit, 1389, 1390—Distance from Denbigh Hall to Rugby; the whole line will be opened in November, 1391, 1392—The taking up and putting down bags will not be inconvenient to passengers, 1393, 1394—The directors will be willing to arrange for a night-mail train directly the engineer reports that it may be done with safety, 1395.

Glyn, George Carr. His letter to the Chairman of the Committee relative to arrangements between the Birmingham Railway and the Post-office, *Boothby* 393.

Goods. If the charge on the railroad is the same as on canals, the goods will go by the railroad; if higher, the lighter goods only requiring haste would be sent, *Baxendale* 1125-1127—A moderate speed is sufficient for most of the goods, but when there are quicker modes of conveyance the public will require the benefit of them, *Baxendale* 1128-1130—The price for conveying heavy goods is too low to remunerate; the deficiency must be made up by an increased price on parcels and light goods, *Stephenson* 1476—The rate of charge for heavy goods, lime, &c. has been fixed low by the Acts, for the encouragement of persons through whose lands the railways pass, *Stephenson* 1499-1510—A regular customer, sending parcels daily, should be accommodated more cheaply than the sender of a chance parcel, *Stephenson* 1511-1515—The ratio between the prices paid for parcels, and other classes of goods, is equitably arranged, *Stephenson* 1531, 1532.

Gradients. See *Locomotive Power.*

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GRAND JUNCTION RAILWAY:

1. *Generally.*
2. *Negotiations with the Post-office.*
3. *Causes and Extent of Delays.*

1. *Generally:*

Has already been a very profitable concern, *Moss* 509—Original capital, and money borrowed; price of shares, and expected dividend, *Earle* 860-866—The railway does not extend beyond Newton; the Grand Junction, and the Manchester and Liverpool Companies, have made arrangements between themselves for the remaining distance, *Louis* 128-133—The Company have the power of travelling on a portion of the Manchester and Liverpool, except on Sundays, *Moss* 401-405—The Company are bound by the Act to keep the railway in repair; it is their interest to do so, *Moss* 510-513—The railway would be shut up if it did not pay, but it is scarcely possible it should not pay the expense of repairs, *Moss* 514-517—The opening of this railroad will lose seven mail-coaches to the Post-office, *Maberly* 3-4.

2. *Negotiations with the Post-office:*

Present prices (December 1837) at which the mails are carried; average weight of letters transmitted; number of trips, *Maberly* 19-24—Terms at which the company are willing to contract, after 5th February 1838, for the conveyance of letters, *Maberly* 35-37—Terms proposed to be adopted by the Post-office, and now under consideration (December 1837), *Maberly* 37-39—Copy of the draft agreement between the Post-office and Mr. Moss, the chairman of the directors, *Louis* 139—In case the Post-office should become their own carriers, the company are willing to take less tolls than they can legally demand, *Louis* 151-153—Arrangements as to day and night trains; determination of Mr. Moss to have the same price for the grand dispatch, whether sent by night or day, *Louis* 174-187—Points on which the terms proposed to the Post-office appear exorbitant, *Maberly* 79, *Louis* 188-190.

By the new contract it is proposed to prolong the time of each journey, *Louis* 274, 275—The calculations of expense have been made by taking that of the Manchester and Liverpool, *Moss* 561-568—The company would be willing to submit the terms to be made with the Post-office to arbitration, and to let their accounts be examined, *Moss* 578-581, *Earle* 714—Heads of the contract submitted by the Post-office to the directors, *Moss* 582-585—Objections: penalty on not arriving within a fixed time; power of the Post-office to alter the hours of despatch; they all, in fact, resolve themselves into a question of price, *Moss* 589-601—It is very probable that the prices now demanded may be reduced, *Moss* 602-611—Probable amount of yearly payment under the new contract, and extent of accommodation afforded, *Earle* 676-678—The contract would be profitable to the company; the night-train is unprofitable, *Earle* 683, 684—Rate charged to the Post-office and for gentlemen's carriages compared, *Earle* 867-877.

Agreement entered into with the Post-office since Christmas; the contract has not been completed, because the opening of the London and Birmingham will alter the time of starting, *Maberly* 1149, 1150—The Post-office cannot alter the time; the trains are partly special and partly ordinary; sum to be paid for express engines; times of starting, *Maberly* 1151-1155—Copy of the agreement 28th December 1837, *Ev. p.* 98—The penalty for delays is 500*l.*, *Maberly* 1180-1187.

The Post-office ought not to have made arrangements with the Grand Junction for six months, *Glyn* 1313—The arrangements of the company would have given satisfaction to the public, if they had had nothing to do with the Post-office, *Locke* 1701-1704.

3. *Causes and Extent of Delay:*

The post deliveries have been very irregular since the opening of the railway, *Maberly* 94—Statements showing the nature and amount of the irregularities between Manchester and Birmingham, and Manchester and Liverpool, *Maberly* 95-102—The delays are often occasioned by taking too heavy loads; representations of the Post-office to the company, *Maberly* 103-112—The irregularities which have occurred are to be attributed to the incompleteness of the arrangement, *Louis* 266-269—The directors have made every exertion to secure punctuality, and meet the wish of the Post-office, but their means are not yet matured, *Louis* 281-288—The want of punctuality has been occasioned by the deficiency of engine power and the uncertainty of loads, *Boothby* 359-363—Accidents to the engine and heavy trains, impeding the mail trains, *Moss* 496-504—Table of arrivals of 560 mail trains at Liverpool, Manchester and Birmingham respectively, *Earle* 690-693—Present complement of engines; number contracted for; greater regularity will be ensured when the number is completed, *Earle* 696-703.

The company agree to take the mails with perfect regularity after 5th of February under penalty, delays will be continually decreasing, *Earle* 704-708—Considerations

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of expense have not delayed the mails, *Earle* 793-795—The axletrees of the engines were made of brittle iron, *Locke* 921—The service under the last agreement has been performed most irregularly; threatened legal proceedings; correspondence with the directors, *Maberly* 1157-1158—Difficulty of ascertaining whether heavy loads have been the cause of delay; correspondence of the directors and Mr. Louis on the subject, *Maberly* 1159-1166—There has been a deficiency in locomotive power, their engine-builders have failed in their supply, and the stoppage of the canals has brought heavy goods to the railway, *Glyn* 1302, 1303.

There are not a sufficient number of engines, and they are of unequal power and insufficient; sometimes they have been too heavily laden, *Salt* 1407-1415, *Stephenson* 1670-1672, *Locke* 1684-1686—The time is not kept as well as by mail-coaches; the "Lynx" engine has been regular, the "Saracen" irregular; there has been snow on the rails sometimes, *Salt* 1416-1421—Examination of the time-bill; causes of delay on particular days; remonstrances of the guard against the heavy weights attached to the engine, *Salt* 1437-1453, 1471, 1472—Time has been kept a few days; more goods have been sent since the frost, as the canal was stopped, but delays occurred before the frost, *Salt* 1457-1460—Accidents and slippery rails will be the only impediments to perfect regularity when there are engines enough, *Locke* 1687, 1688—The number of accidents to engines have decreased of late, *Locke* 1705-1710—The conductor regulates the weight to be attached; private carriages are never refused, *Locke* 1711-1713.

See also *Accidents*. *Alleard*, Mr. *Bury*, Mr. *Chorley*, Mr. *Express Engines*. *Locomotive Power*. *Louis*, Mr. *Mail Contractors*. *Moss*, Mr. *Post-office Trains*. *Richmond*, Duke of. *Special Trains*. *Sunday Mails*. *Sunday Travelling*.

Grand Junction Railway Bill. See *Richmond*, Duke of.

Greenwich Railway. Is used for the twopenny-post; sum charged; rate per mile, *Maberly* 125.

Guards. The guards of the mail-trains are not acquainted with engineering; the old mail-coach guards are absorbed in the new establishment, *Maberly* 1167-1182—Number employed on the Grand Junction; number of journies performed by them each week, *Salt* 1463-1466.

Heavy Trains. See *Accidents*.

Holyhead Mail. In summer, usually arrives at Kingstown at six in the morning, but in winter sometimes does not arrive till night, *Pim* 635.

See also *Dublin and Kingstown Railway*.

Horne, Benjamin Worthy. (Analysis of his Evidence.)—Coach proprietor; carries six mails daily, besides the foreign mail, 1088, 1089—The Woodside and Chester mail is continued; it is the only coach on the road; the railway runs parallel with it, and when the London and Birmingham is completed it must be given up, 1090-1096—The public are more careful of their time than their money; the fastest coaches always pay best, 1097-1099—The railway will supersede the old mode of travelling, both as to speed and cheapness; the business of coach proprietors will be annihilated, 1098-1100—Persons unconnected with railways will not become carriers of passengers; they would work under a disadvantage of 25 per cent., 1101-1103—Pickford & Co. have conveyed goods; the directors are willing to have the trade brought upon the railways when going beyond the termini, 1105, 1106.

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Kingstown and Dublin Railway. See *Dublin and Kingstown Railway*.

L.

Leek and Macclesfield Mail. Has been discontinued since the opening of the Grand Junction Railway; many memorials have been presented to the Postmaster-general on the subject, *Maberly* 5. 7.

Lees, Sir Edward. His representations respecting the delay in the Edinburgh and Glasgow mails, *Louis* 231-234.

Leighton Buzzard. Insecure state of the embankments of the London and Birmingham Railway near Leighton Buzzard, *Glyn* 1368-1374.

Levels. See *Repairs*.

Liverpool and Bristol Mail. See *Bristol and Liverpool Mail*.

Liverpool and Manchester Railway. See *Manchester and Liverpool Railway*.

Liverpool and Shrewsbury Mail. See *Shrewsbury and Liverpool Mail*.

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Locke, Joseph. (Analysis of his Evidence.)—Civil engineer; railways with which he has been connected, 878-880—Difficulty of making a fair arrangement between the Grand Junction and the Post-office; inconvenience of detaining trains for the mail, 881-885—Stoppages likely to occur at Birmingham, in case of trains going from London to Manchester arriving after their time, 886-893—Three trains a day might be sent right through from London to Liverpool, independent of the trains for shorter distances, 894-899—Necessity of punctuality in starting from Birmingham, 900-904—The journey from London to Liverpool may be done in 10 hours; the rate of 20 miles an hour might easily be guaranteed, 905-910—Delays occasioned at stations by taking in and setting down passengers, 911, 912.

In the present imperfect state of knowledge respecting railways, no permanent arrangement could be made with the Post-office; but the companies would submit to arbitration, and desire fair terms, 913-917—The heavy trains are less liable to accidents than the fast ones, 918, 919—High speed increases wear and tear; in calculating the relative expense of different rates of speed, the cost of accidents must be reckoned, 920, 922, 923—The axletrees of the engines on the Grand Junction were made of brittle iron, 921—The expenses of railroads are usually calculated at 50 per cent., taking the experience of the Manchester and Liverpool as the foundation, 922-931—Engines running 100 miles are subject to accidents of a different nature from those that affect engines running only 30; these will not occasion delay after more experience, 932, 933—Assistant-engines should be stationed along the line to accelerate trains behind the time, by reason of heavy loads or bad weather, 934-942.

The company could carry the mails for less money than the Post-office, even without tolls, 943—The Grand Junction has wider embankments than the Manchester and Liverpool, and protecting mounds, 944—Comparative economy of light and heavy rails, and distance of sleepers, 945-948—No general rule can be applied to different railways in estimating the annual cost; the traffic, distance, speed, nature of each line, &c., must be considered, 949-956—Want of capital, and imperfect information, make persons unwilling to become carriers on railways, 957—A much larger capital would be required if there were separate establishments of engines, 958-961—The tolls chargeable on railways have been fixed in each case, upon good grounds; no general maximum has been established, 962-966.

Effect of snow in obstructing trains on railways; sand must be thrown upon the rails, or the wheel will not bite, 967-975—The Post-office will not be obliged to have separate conveyances; no difficulty in combining the conveyance of the mails and passengers, 976-978—Effect of interrupting railway communication on Sunday, 979—No serious difficulty or expense will be incurred in night travelling; there may be more accidents, 980-987—There are some carriers of goods on the Manchester and Liverpool, but their establishments would not serve for passengers, 988-992—If the business were divided amongst many it could not be done with the same profit or punctuality as if executed by one, 993—Agrees with Mr. Stephenson as to the necessity of not opening the London and Birmingham Railway for night trains for some months, 994, 995.

[Second Examination.]—The delays on the grand junction are attributable to the want of a sufficient number of engines, 1684-1686—Accidents and slipping rails would be the only impediment to perfect regularity when there are engines enough, 1687, 1688—There would be no objection to leave the terms of arrangement between the Post-office and railway companies to arbitration; the Post-office to settle the services, the arbitrators the price, 1689-1692—The Post-office would not be likely to endanger the public travelling, 1693—The expense of repairing a post-office engine, in case of accident, should fall upon the Post-office, 1694—The appointment of permanent arbitrators may be preferable to special arbitrators in each case, 1695-1699—When the expense is ascertained there will not be necessity for frequent arbitrations, 1700, 1701.

The arrangements of the Grand Junction would have given satisfaction to the public if they had had nothing to do with the Post-office, 1701-1704—The number of accidents to engines have decreased of late, 1705-1710—The conductor regulates the weight to be attached; private carriages are never refused, 1711-1713—Effective strength of engines on the Grand Junction, and Manchester and Liverpool lines, and number of miles travelled daily, 1714-1716—It is not absolutely necessary that an arbitrator should be a civil engineer, if capable of weighing the evidence, 1721, 1722—The mails may be carried as well on the Newton, and Preston, and Lancaster lines, 1723-1729—The carrying of passengers at night, on the first opening of the Birmingham line, should not be enforced, 1730, 1731.

Locomotive Power. Statement of expenses thereof, exclusive of prime cost, interest of money, expense of carriages, &c., extracted from report of Manchester and Liverpool Railway Company, *Boothby* 302-310—Average weight carried by the locomotive engines, *Boothby* 312, 313—The expense of locomotive power is increased by the square of the velocity; the most economical speed is 10 or 12 miles an hour, *Boothby* 314, *Earle* 791, 792—Increase of speed increases the wear and tear both of the rails

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and locomotive power, *Glyn* 1340—The expense of locomotive power will depend upon the cost of fuel, the gradients, the loads, and the speed, *Boothby* 324, 325—Wear and tear is calculated at 25 per cent., *Boothby* 329-331—New engines require more repairs than others, *Boothby* 327, 328—High speed increases wear and tear; in calculating the relative expense of different rates of speed, the cost arising out of accidents must be reckoned, *Locke* 920, 922, 923—Engines running 100 miles are subject to accidents of a different nature from those that affect engines running only 30; these will not occasion delay after more experience, *Locke* 932, 933.

Engines generally run below their power, and three or four more carriages will not impede their speed; engines out of repair are sent for want of others, *Stephenson* 1655-1663—Too many coaches were attached at the first opening of the Birmingham Railway, *Stephenson* 1664-1668—There are few instances in which the power of the same engine will vary, *Stephenson* 1669—Different railways will require engines of different power, *Stephenson* 1683—An insufficient supply of engines has been the chief cause of irregularities on new railways, *Stephenson* 1593, 1594—It is better to send two engines with a heavy load than to divide the train, *Earle* 691—Effective strength of engines on the Grand Junction, and Manchester and Liverpool lines, and number of miles travelled daily, *Locke* 1714-1716.

See also *Bury*, Mr. *Carriers. London and Birmingham Railway. Manchester and Liverpool Railway.*

London and Birmingham Mail. The contract between the Post-office and the mail contractor is determinable on two months notice, *Chaplin* 1040—The railway have refused to take the mails at first; the hour of dispatch must be altered, or the mail-coach continued at a great expense, *Chaplin* 1041, 1042.

LONDON AND BIRMINGHAM RAILWAY:

1. *Generally.*
2. *Arrangements with the Post-office.*
3. *Supply of Locomotive Power.*

1. *Generally:*

Distances on the line when to be completed, *Boothby* 367, 368—The whole will be completed in September; it will be unsafe to work the line by night for four months after it is opened, *Boothby* 373-378—The embankments have subsided greatly; it will be dangerous to travel at night on the new embankments, *Glyn* 1368-1374—The embankments are the worst at the London end of the line; the Wolverton embankment will subside for two years, *Stephenson* 1563-1567—The Act limits the tolls, but not the amount of profit, *Glyn* 1389, 1390—The Company would be able to keep its engagements with the Post-office; they have an ample supply of locomotive power; speed proposed, 22½ miles, *Glyn* 1317-1322—The gradients are favourable, but 30 miles an hour is considered too great a speed, *Glyn* 1324, 1325—Speed intended at the first opening of the line and afterwards, *Stephenson* 1577-1580—The distance is regularly performed; number of engines requisite to work the trains between London and Denbigh Hall; their power, *Stephenson* 1675-1682.

2. *Arrangements with the Post-office:*

The Post-office have not yet entered into any arrangements (December 1837), *Louis* 262, 263—Any contract will provide for the conveyance of the mail by road from Denbigh Hall to Rugby, *Maberly* 1211-1217—Distance from Denbigh Hall to Rugby; the whole line will be opened in November, *Glyn* 1391, 1392—When other railways are opened, trains will be passing on the Birmingham every hour or half hour; and if the Post-office had power to start a train at a different hour, the whole arrangements would be embarrassed, *Glyn* 1281-1284—The Post-office will be accommodated without difficulty when the whole line is opened, *Glyn* 1285, 1286—The Company are only anxious to gain proper information before they conclude any arrangements with the Post-office; they do not seek a profit on the conveyance of mails, *Glyn* 1273-1275—Witness's construction of Mr. Glyn's evidence concerning the profit desired by the Company on the transmission of mails, *Stephenson* 1533-1536—Witness shall recommend the directors to adopt the hour of eight in the evening for the departure of the mails, *Stephenson* 1576—Trains will travel after dark; by 25 June the night-mails may be taken with safety, *Stephenson* 1634-1643.

3. *Supply of Locomotive Power:*

Terms of the contract for the supply of locomotive power, *Boothby* 338-341—The company provide the capital, the contractor is charged with the interest, the gatemen and police are paid by the company; number required, and their wages, *Boothby* 342-348—Pickford & Co. have concluded an arrangement with the company for carrying merchandize on the railway, *Boothby* 380-383—Every person holding land adjoining the

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the railway is authorized by the Act to have free access, *Boothby* 384, 385—He could not use the stations of the company, but might have stations of his own, *Boothby* 388—No opposition would be offered to persons wishing to establish trains on the railroad, *Boothby* 391, 392.

See also *Leighton Buzzard. Locomotive Power. Mail Contractors. Richmond, Duke of. Stephenson, Mr. Sunday Mails.*

London and Birmingham Railway Bill. See *Richmond, Duke of.*

London and Birmingham Road. The state of the roads have not been such as to justify any great delay in the arrival of mail-coaches, *M'Neil* 999, 1000—Improvements near Weedon; increase of tolls, the expense will be defrayed by the local traffic, *M'Neil* 1000-1020.

London and Liverpool Mail. Three trains a day should be sent right through from London to Liverpool, independent of trains for shorter distances, *Locke* 894-899—The whole distance may be done in 10 hours; the rate of 20 miles an hour may be safely guaranteed unless there are stoppages, *Locke* 905-912—No arrangements have been made for the conveyance of the mails between the unfinished termini of the Birmingham Railway, *Chaplin* 1036, 1037—If the mail-coach is continued from London to Birmingham great expense will be incurred, *Chaplin* 1038, 1039.

London and Liverpool Road. It is found that passengers universally prefer the railway to coach, even in its present unfinished state, *Chaplin* 1025-1028—The price of parcels is greater than before, including the delivery, *Chaplin* 1029-1032.

Louis, George. (Analysis of his Evidence.)—Surveyor and superintendent of mail-coaches, 126—Has been lately engaged in endeavouring to effect arrangements with the Grand Junction Railway for the conveyance of mails, 127—Places to which the agreement extended; the Grand Junction and the Manchester and Liverpool have made arrangements between themselves, 128-133—Witness was sent to communicate with Mr. Moss, Chairman of the Grand Junction Company; he considered the terms proposed too high, 134-138—Copy of the draft agreement, 139—The point particularly argued by witness was that the remuneration by passengers should go to the reduction of the charge to the Post-office, 140, 141—Calculations of the cost of special trains; expense of night-trains is greater, 142-145—Cost of engine, fuel, and wages, in case the Post-office should employ an engine of its own, 146, 147—Some time must be allowed for repairing the railroad; the Post-office could not dispatch trains whenever they pleased, 148-158.

The Company are willing to take less tolls than they can legally demand, 151-153—The expense of night travelling is occasioned by the police establishment, &c. 154-156—If the Post-office were to determine to be their own carriers some legislative enactment would be necessary to protect them, 158-160—Night travelling may be expected on a railway, so as to remunerate the companies, when long lines are established, 161-163—This induced witness to press Grand Junction Company to reduce the charge for night-trains, 164—He did not enter into any calculations, or examine the items of expense, 166-173—Arrangements as to day and night trains; determination of Mr. Moss to have the same price for the grand dispatch, whether sent by night or day, 174-187.

Grounds upon which the terms proposed by the Grand Junction are considered unreasonable, 188-190—Inconvenience of supporting a separate establishment to the Post-office on the railways, 191-197—The Post-office is at present entirely in the hands of the railroad companies, 198-201—Greater irregularities occur on railroads than by mail-coaches; the penalties to which the companies will subject themselves in case of delay may correct them, 202-208—Memorandum concerning the transmission of mails on Sunday, 209—It is understood that the bye-law of the Manchester and Liverpool Company against Sunday travelling will be enforced, 210-213—Delays and inconvenience that would be occasioned, 214-215—When railway communication is more extensive, bye-laws restraining Sunday mails would be of great and general inconvenience, 218-228.

Irregularities in the mails between Birmingham and Warrington, 229, 230. 235-237—Representation of Sir Edward Lees respecting the Edinburgh and Glasgow mails, 231-234—It has not been found convenient to carry the mail by the Newcastle and Carlisle, 238—It would be difficult, if not impossible, for the Post-office to establish trains of its own; it could not charge a high rate for passengers, being limited by the Act, 239-249—It could not be done without the permission of the company, who appear, however, to be willing to co-operate, 250-253—If arrangements are made with one company, difficulties may arise with others, unless there be some general law giving authority to the Post-office, 254-261—No arrangement has been made with the London and Birmingham Company, 262, 263—The irregularities on the Grand Junction are caused by their arrangements not being yet complete, 266-269.

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Louis, George. (Analysis of his Evidence)—*continued.*

Reason for not sending the time-bills through to Edinburgh and Glasgow, 270-273—Under the new contract with the Grand Junction, it is proposed to prolong the time of each journey, 274, 275—The Minute of the Duke of Richmond is very reasonable; as yet the terms of it have not been exceeded by the Grand Junction, 276-280—The directors have made every exertion to secure regularity and to meet the wishes of the Post-office, but their arrangements were not matured, 281-288—The sum demanded for special trains appears excessive, as compared with the former charges, and the sums paid to mail-coaches, 289-291—The Post-office should be protected by law from exorbitant demands, 292—The Post-office were aware of the imperfections of new railways, but endeavoured to give the public all the convenience they could, 293-296.

Louis, Mr. His letter to the directors of the Grand Junction Railway Company threatening legal proceedings on the part of the Post-office unless the causes of delay in the transmission of the mails were satisfactorily explained, *Maberly* 1158—Letter directing the attention of the directors to the frequency of delays stated in the reports to have been caused by heavy trains, *Maberly* 1165.

“*Lynx*” Engine. See *Grand Junction Railway.*

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Maberly, Lieut.-colonel. (Analysis of his Evidence.)—Railroads have an entire monopoly; the mail-coaches cannot compete with them; and the railroad companies can exact what terms they please, 1, 2—Seven mails enumerated which have been already discontinued, 3, 4—Difficulty in establishing a mail between Leek and Macclesfield, 5—Cost of conveyance to which the Post-office consider themselves limited, 6—Substitute proposed for the Leek and Macclesfield road, 7—Stage-coaches carrying letters are exempt from toll; hardship of this law upon the trustees of roads, 9, 10—The exemption does not extend to Scotland and Ireland, 11—The difficulty with railroads consists partly in the expense, and partly in the unsuitableness of the arrangements, 12—The mail-contractors saw the necessity of giving up their contracts before the completion of the railways, 13, 14—Companies with whom the Post-office have made arrangements; they are not satisfactory; the prices paid are extravagant, 15-18.

Prices on the Grand Junction Railway; average weight of letters transmitted; number of trips; number of mails discontinued in consequence of the railroad, 19-24—Letters are conveyed at one-half the expense of mail-coach conveyance, 25-30—Additional expenses; witness does not complain of the prices, 31-34—Terms on which Grand Junction Railway Company are willing to contract for the conveyance of letters, 35, 36—Terms proposed to be adopted, and now under consideration, 37-39—Some of them are considered unreasonable; special trains are to be charged the same whether they convey passengers or not, 40-52—Consequences of stopping the mails on Sunday, 53—The object of the directors is to prevent their officers from working on Sunday; nearly the same number must be employed if mails only were conveyed, 54, 55—The Manchester and Liverpool Railway Company have given notice of their intention to enforce their bye-law; the Post-office oppose it; its effect on cross-mails, 56-62—It would embarrass all the arrangements of the Post-office, 63-65—If the Post-office cannot accede to the terms proposed by the Grand Junction they must post at a great expense, 66-69.

In contracts for mail-coaches the real expenses of the coach proprietors must be ascertained; it is impossible to determine the expense of a special train on a railway, 70-78—The points on which the terms asked of the Grand Junction appear exorbitant, 79—The Post-office should have the power of running trains on Sunday, 80—Mail-coaches, if free from all taxation, could not compete with a railway, 81—At present a railway is a complete monopoly; the expense of an independent conveyance establishment is too great to be incurred, 82-84—Regulation suggested by the Post-office to the Chancellor of the Exchequer, to be enforced by law upon railways, 85-88—Clause proposed by the Duke of Richmond to be inserted in the Grand Junction and London and Birmingham Railway Bills; his Grace's minute thereupon, 88, 89—The Postmaster should have power to dispatch special trains, to be paid for at higher prices, until they become remunerating to the companies, 90-93.

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[Second Examination.]—Arrangements made with the Grand Junction since his last examination, 1149—The contract has not been completed, because the opening of the
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Maberly, Lieut.-col. (Analysis of his Evidence)—*continued.*

London and Birmingham will alter the hours of starting, 1149, 1150—The Post-office cannot alter the time; the trains are partly special and partly ordinary; sum to be paid for express engines; the terms are reasonable, 1151-1154—Times at which the trains start, 1155—Copy of the agreement 28th December 1837, 1156—The service has been performed most irregularly, 1157—Correspondence with the directors as to the causes of irregularity; threatened legal proceedings, 1158—Difficulty of ascertaining whether heavy loads have been the cause of delay; correspondence with the directors and Mr. Louis on the subject, 1159-1166—The guard who makes reports is not acquainted with engineering; the mail-coach guards are employed, 1167-1182—Circumstances attending the destruction of certain letters by fire in consequence of a defective engine, 1183—The penalty for delays is 500 *l.* under the contract, 1184-1187.

Further communications with the Birmingham Railway Company; their refusal to carry passengers by the night-trains, 1188—Their last train would be only one hour earlier than the Post-office train at half-past eight; the necessity of repairing the embankments is stated as their reason for not taking passengers, 1189-1193—The Post-office should have strong powers over railways; the terms might be settled by arbitration, 1194, 1195—If the coaches are abandoned, after trains start at half-past six, the mail must be sent by post-horses, or by the half-past six train, 1196, 1197—The Post-office are in the power of the Company, and must submit, unless Parliament give them powers, 1198, 1199—The basis of the measure should be the right of the Post-office to demand certain services, the price to be settled by arbitration; and a fixed charge for carrying the guard and bags by an ordinary train, 1200-1205—None but the railroad contractors could execute any service; there is a monopoly, and great danger would arise from competition, 1206-1208.

When the contract is completed with the Birmingham Railway Company, it will provide for the conveyance of the mail by coach from Denbigh-hall to Rugby, 1211-1217—The mail contractors have given notice to quit on the opening of the railway; for some months passengers may prefer the mails to the imperfect railway, 1218-1229—Unless the railway were used, the revenue would suffer by the smuggling of letters by a quicker mode of conveyance, 1230.

Macclesfield and Leek Mail. See *Leek and Macclesfield Mail.*

McNeil, John. (Analysis of his Evidence.)—A civil engineer, 996—Has inspected the coach road between London and Birmingham, 997, 998—The state of the road was not such as to justify any great delay in the arrival of mail-coaches, 999, 1000—Improvements near Weedon; increase of tolls; the expense will be defrayed by the local traffic, 1000-1020.

Mail-Bags. An invention has been made for taking up and putting down the bags without slackening the speed of the train; stoppages are convenient for passengers going a short distance, *Moss* 612-619—The taking up and putting down mail-bags will not be inconvenient to passengers, *Glyn* 1393, 1394—[Grand Junction Railway] Are put on the top of the carriage, with the exception of some going the greatest distances, which are in the imperial, *Salt* 1399-1404.

Mail-Coaches. Are unable to sustain competition with railroads; mails which have already been given up, *Maberly* 1-4—Could not compete if free from all taxation, *Maberly* 81—They look to parcels as one of the great sources of revenue; they carry the mails at a less charge, *Stephenson* 1537, 1538.

Mail Contractors. The remuneration of mail-contractors by passengers, enables them to carry the mails at the present price; passengers will all prefer the railroads, and the coaches must be discontinued, *Maberly* 3—Many saw the necessity of giving up their contracts before the completion of the Grand Junction; and agreed with the Post-office that either party should determine the contract by giving two months' notice, *Maberly* 13—Have given notice to quit on the opening of the Birmingham Railway; for some months passengers may prefer the mails to the imperfect railway, *Maberly* 1218-1229.

Mail Guards. See *Guards.*

Mail Trains. Two engines should be dispatched with the mail-trains, to provide against delay in case of accidents, *Pim* 667-670—Inconvenience of detaining passenger trains for the letters, *Locke* 884, 885—The companies could not agree to have trains that would interfere with the passenger-trains, *Stephenson* 1516-1522, 1525—If the periods fixed by the Post-office do not fall in with the arrangements requisite for public convenience, no price would remunerate, *Stephenson* 1496—The hour of starting for the mails will most probably be permanent, and the public will adapt themselves to it, *Glyn* 1296-1298.

The Post-office must conform itself to the speed which is considered best for passengers, and the railway company will accommodate the Post-office in the time of starting, *Glyn* 1380-1384—A greater speed could not be allowed than that of ordinary trains,

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Mail Trains—continued.

without great danger, *Stephenson* 1595-1598—The times for starting passenger and mail trains should be accommodated to each other; Post-office special trains would interfere with the arrangements of the company, and would not secure punctuality, *Stephenson* 1552-1562—The increased expense of any arrangement that would interfere with public convenience, would tend to prevent the Post-office from desiring it, *Stephenson* 1581-1592—The expense of repairing an engine employed for the Post-office should fall upon them in case of accident, *Locke* 1694.

See also *Post-office Trains. Special Trains.*

Mails, Conveyance of. Mails should not be conveyed on railroads until they are in a more perfect state, *Boothby* 374, 375—The same weight of letters is carried on railroads at about half the price of mail-coach conveyance, *Maberly* 25-30—It would not be unfair to compel the companies by morning trains to carry the guard and bags at a sum proportionate to a certain number of passengers, *Glyn* 1271, 1272—Weight as well as space should be taken into calculation, *Glyn* 1276.

See also *Grand Junction Railway. London and Birmingham Railway. Mail Trains. Manchester and Liverpool Railway. Newcastle and Carlisle Railway. Newton and Preston Railway. Post-office Trains. Riding. Special Trains.*

Manchester and Derby Mail. See *Derby and Manchester Mail.*

MANCHESTER AND LIVERPOOL RAILWAY:

1. *Generally.*
2. *Conveyance of the Mail.*
3. *Supply of Locomotive Power.*

1. *Generally:*

Statements from their last report of the expense of locomotive power, exclusive of prime cost, interest of money, stationary-engine, and the expense of carriages, *Boothby* 302-310—Average loads carried by each locomotive engine, *Boothby* 312, 313—Average speed of the heavy trains, *Boothby* 315-318—Amount of dividend paid, *Boothby* 364—Tolls on the conveyance of goods, *Earle* 830-835—Dividend more than ten per cent. is not allowed by the Act, *Earle* 855-859.

2. *Conveyance of the Mail:*

There have been irregularities of little consequence in the arrivals of the mail; the company raised the prices when a tax was imposed on railway passengers, *Maberly* 113-116—Examination with reference to the increased cost of conveying the mails between Manchester and Liverpool since 1830, *Earle* 803-809.

3. *Supply of Locomotive Power:*

There are four or five competing parties supplying locomotive power, subject to the bye-laws of the company, *Stephenson* 1600-1609—They are obliged to have their engine of a particular weight and construction, and their speed and times of starting are determined by the company, *Stephenson* 1610-1612—These precautions have scarcely been sufficient to prevent accidents, *Stephenson* 1613-1615.

See also *Accidents. Booth, Henry. Carriers. Locomotive Power. Sunday Mails.*

Moss, John. (Analysis of his Evidence.)—Chairman of the Grand Junction Railway Company, and one of the committee of the Liverpool and Manchester, 400—Termini of the Grand Junction; the company have the power of travelling over a portion of the Manchester and Liverpool Railway, except on Sundays, 401-405—The bye-law would prevent the transmission of mails on Sundays, but the company might be induced to repeal it, so far as concerns the mails, 406-412—The railway companies would not object to an Act for the transmission of Sunday mails, 413-416—On the Grand Junction trains travel regularly on Sunday, 417-423—On the Manchester and Liverpool travelling is suspended during the middle of the day, 424-427—No such bye-law will be made on the Grand Junction; travelling in the middle of Sunday is not necessary, 428-431—There is not quite so much travelling on Sunday, but sufficient to pay the expense, 432-436.

Terms asked by the Grand Junction Railway for the use of a special Post-office night-train, to be under the entire direction of the Post-office, 437-452—Examination relative to the propriety of charging the same for day trains, 453-466—Inconvenience of carrying passengers by the Post-office trains, and waiting for the mails, 467-471—Causes of the increased expense of night-trains, 472-474—The sum charged the Post-office would not remunerate; the company have refused to take special trains for others for double the sum, 475-484—Irregularities of the mail, 485-488—Calculation of the tolls payable upon carriages containing 20 passengers, 489-495—Causes of the delay of mails on the Grand Junction: accidents to the engine; heavy trains

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Moss, John. (Analysis of his Evidence)—*continued.*

trains impeding the mail-trains, 496-504—The Grand Junction has been a very profitable concern, 509.

The company are bound by the Act to keep the railway in repair; it is their interest to do so, 510-513—The railway would be shut up if it did not pay, but it is scarcely possible it should not pay the expense of repairs, 514-517—If the railways were to combine against the Post-office, the Post-office must start trains of its own, 518-523—The company is bound to keep the railway passable by night as well as day, 524, 525—Effect of bye-laws in restraining the discretion of the Post-office as to time and speed, 526-534—The Post-office have a right to use the stations, and to construct offices of their own on the line, 535, 536—Difficulty of finding carriers willing to contract for the supply of locomotive power and carriages, 537-542. 557, 558—The company make their profit as toll-owners, not as carriers, 543, 544—Three feet of land on each side the line belong to the company; but persons have a right to carry rails through it, 545-550.

Greater regularity may be expected in a few years on railways, 551-554—The calculations of expense upon the Grand Junction have been made by taking that of the Manchester and Liverpool, 561-568—The company do not wish to have night-trains, but are willing to make convenient arrangements with the Post-office, 569-573—The directors are anxious to find persons to supply locomotive power; the difficulty of finding them arises out of the uncertainty still existing in railway affairs, 574-577.

The company would be willing to submit the terms to be made with the Post-office to arbitration, and to let their accounts be examined, 578-581—Heads of the contract submitted by the Post-office to the directors, 582-585—Objections: penalty on not arriving within a fixed time, 586-588—Power of the Post-office to alter the hours of dispatch, 589, 590—Other grounds of objection, 591-598—In fact they all resolve themselves into a question of price, 599-601—It is very probable that the prices now demanded may be reduced, 602-611—An invention has been made for taking up and putting down the bags, without slackening the speed of the train; stoppages are convenient for passengers going a short distance, 612-619.

[Second Examination.]—Delivers in a letter addressed by him to Mr. Louis, 719, 720—Witness would be willing to leave the question of Sunday mails to be settled by arbitration, or decided by magistrates at quarter sessions, 721, 722—The transmission of mails on Sunday is of no importance to the country generally, if the mails start as usual in the evening, 723-726—Sunday travelling may safely be left to public opinion, and the feelings of those connected with the management of railways, 727-731—Reasons why a profit should be made on the conveyance of mails; turnpike-roads are maintained by the public; railways by private capital, 732-740—Parliament recognised the principle, 741-744—Engineers do not agree as to the cost of special trains, 745-747.

Moss, Mr. His letters to the Chairman of the Committee and to Mr. Louis, concerning the agreement of the Grand Junction Railway Company with the Post-office, *Ev. p. 65.*

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Newcastle and Carlisle Railway. It has not been found convenient to carry the mail by it, *Louis 238.*

Newton and Preston Railway. Length thereof; its gradients; the mails may be carried upon it, *Locke 1724-1726.*

NIGHT-TRAINS:

1. *Generally.*
2. *Grand Junction Railway.*
3. *London and Birmingham Railway.*

1. *Generally:*

The expense of night-trains is great; the police establishment, watchmen, &c. must be kept up, in addition to the men working the train; there are fewer travellers also at night, *Louis 154-156*—Night travelling may be expected when long lines of railway are established, *Louis 161-163*—No serious difficulty or expense will be incurred in night travelling; there may be more accidents, *Locke 980-987*—May go at the same speed as day-trains when the line has arrived at a proper degree of consistency, *Glyn 1323*—Will be attended with little additional expense; a double establishment will be required on long lines of railway, *Stephenson 1497, 1498*—Difficulty and danger in sending expresses by night; repairs are made at that time, *Boothby 394-396*—Proposition that there should be an extra charge on passengers, which should go towards the night expenses of the railway, and that the Post-office should pay the difference, *Boothby 336.*

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NIGHT-TRAINS—continued.**2. Grand Junction Railway :**

Terms asked by the Grand Junction for the use of a special night-train under the entire direction of the Post-office, *Moss* 437-452—Causes of the increased expense of night-trains; the sum charged the Post-office would not remunerate; the company have refused to take special trains for others for double the sum, *Moss* 472-484—The Company do not wish to have night-trains, but are willing to make convenient arrangements with the Post-office, *Moss* 569-573—The night-train on the Grand Junction is unprofitable; it would have been discontinued but for the Post-office arrangements, *Earle* 683-686—The terms proposed by the Grand Junction are not unreasonable; expense of police establishment doubled, *Boothby* 334, 335.

3. London and Birmingham Railway :

The London and Birmingham should not be opened for night-trains for some months, *Locke* 994, 995—The Birmingham Company have refused to carry passengers by the night-trains; consequences of this arrangement; the necessity of repairing the embankments is stated as the reason for not taking passengers, *Maberly* 1189-1193—The Birmingham Company do not wish to undertake night-travelling for six months, in order to avoid accidents; the public do not seem, at present, to like night travelling, *Glyn* 1287-1295—The Post-office have pressed the Birmingham Company to establish night-trains against the opinion of their engineer, *Glyn* 1326, 1327—Mr. Stephenson remonstrated strongly against starting a mail-train, even without passengers, *Glyn* 1328-1333—The directors will be willing to arrange for a night-mail train directly the engineer reports that it may be done with safety, *Glyn* 1395—The carrying of passengers by night on the first opening of the Birmingham line should not be enforced, *Locke* 1730, 1731.

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Parcels. See *Goods. London and Liverpool Road. Mail-Coaches.*

Passengers. See *Mail Contractors.*

Perth Mail. Note relative thereto, with reference to the irregular arrivals from London, *App. p.* 141.

Pickford, Messrs. Are negotiating with railway companies for the conveyance of goods upon the principle of allowing a per-centage on the profits, *Baxendale* 1109-1111—Have vans between London and Liverpool; they were discontinued a short time for three days in the week, but were taken up again; when the railway is completed it will have the whole carrying trade, *Baxendale* 1131-1139.

See also *Carriers. London and Birmingham Railway.*

Pim, James, jun. (Analysis of his Evidence.)—Treasurer of the Dublin and Kingstown Railway, 622—The mails were carried until lately without any contract with the Post-office; sum paid, and nature of the understanding, 623, 624—A special train was always kept waiting for the Holyhead mail, 625, 626—Number of deliveries under the new contract, 628—Special trains are kept for the Holyhead and Chester mails, 629, 630—Sum paid under the new contract scarcely clears the expenses; expense occasioned by the irregularity of the Holyhead mail, 631-635—The mails are carried whenever they arrive, even on Sunday, 636-638—Necessity of keeping the steam up and the engines waiting, although the packets may be seen for an hour, 639-642—They keep very good time in fair weather, 639-643—Time in which the distance from Kingstown to Dublin must be performed; the difficulty of keeping time is greater on long lines; causes of delay, 644-648.

Calculations on which the price paid by the Post-office has been settled, 649-653—Instalments paid on the Government loan; amount of dividend, 654-658. 661—If the mails were not transmitted during the hours of Divine service in Dublin they would not be sent at all on Sunday, as a large proportion of the people are Roman-catholics, 662-667—Two engines should be dispatched with the mail-coach trains, to provide against delay in case of accidents, 667-670.

Police. Are employed in keeping the rails clear, and are not connected with the repairs, *Boothby* 397.—See also *Night-Trains.*

Post-office. Should be protected by law from the exorbitant demands of railway companies, *Louis* 292—In making arrangements between the Post-office and railroads there are no data on either side on which fair terms can be estimated, *Glyn* 1268-1270, *Stephenson* 1474, 1475—The Post-office ought to contribute its fair quota for the expenses of locomotive power and the establishment, including watchmen, &c., *Stephenson* 1477-1495.

See also *Grand Junction Railway. London and Birmingham Railway. Mail-Trains. Manchester and Liverpool Railway. Night-Trains. Post-office Trains. Railroads. Special Trains.*

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Post-office Trains. Cost of engines, fuel and wages, in case the Post-office should employ an engine of its own, *Louis* 146, 147—Inconvenience of supporting a separate establishment for the Post-office on railways, *Louis* 191-197—It would be difficult if not impossible to establish them; the Post-office could not charge a higher rate for passengers, being limited by the Act, *Louis* 239-249—The Grand Junction Company are willing to assist the Post-office, but arrangements might not be entered into by other companies, unless there were a general law giving authority to the Post-office, *Louis* 254-621.

If the railways were to combine against the Post-office, the Post-office must start trains of its own, *Moss* 518-523—The company would be bound to keep the railway passable by night as well as day, *Moss* 524, 525—Effect of bye-laws in restraining the discretion of the Post-office as to time and speed, *Moss* 526-534—The Post-office has a right to use the stations, and to construct offices of their own, *Moss* 535, 536—Inconvenience to the public if the Post-office should send their trains at irregular hours; the regularity of the mail would not be secured by them, *Earle* 796-802—The Post-office should not run its own engines; whenever two companies come in contact, there is difficulty in making arrangements so as to prevent accidents, *Stephenson* 1599—Inconvenience of permitting the Post-office to start a train at any time without reference to the appointed passenger trains, *Glyn* 1239-1243—The Post-office may have passenger trains of its own, subject to the control of the directors, *Glyn* 1245, 1246.

If the Post-office were to run its own carriages on the Grand Junction, they would have to pay 17 s. toll on each passenger, *Earle* 830-835—The company could carry their mails for less money than the Post-office, even if the latter paid no toll, *Locke* 943—The Post-office will not be obliged to have separate conveyances; there is no difficulty in combining the conveyance of mails and passengers, *Locke* 976-978.

See also *Mail Trains. Railroads. Special Trains.*

RAILROADS:

1. *Their superiority to other Modes of Conveyance.*
2. *Irregularities thereon.*
3. *Post-office Arrangements.*

1. *Their superiority to other Modes of Conveyance:*

Must supersede the old mode of travelling both as to speed and cheapness, *Horne* 1098—If the wear and tear is not greater than on canals, the railway will be the cheapest conveyance, at a speed of 15 or 20 miles an hour; Mr. Bury's contract, *Baxendale* 1141-1143—Unless the railroads were used at once by the Post-office, the revenue would suffer by the smuggling of letters by the quicker mode of conveyance, *Maberly* 1230—Long lines are less expensive in proportion than shorter ones, *Boothby* 332, 333.

2. *Irregularities thereon:*

Greater irregularities occur on railroads than by mail-coaches; the penalty to which the companies will subject themselves in case of delay may correct them, *Louis* 202-208—Greater regularity may be expected after more experience, *Moss* 551-554.

3. *Post-office Arrangements:*

The difficulty experienced by the Post-office in making suitable arrangements arises partly out of the expense, and partly from the imperfect nature of the arrangements themselves, *Maberly* 12—The companies have a complete monopoly; the expense of an independent conveyance establishment is too great to be incurred, *Maberly* 82-84—Regulations suggested by the Post-office to the Chancellor of the Exchequer to be made compulsory on railroad companies, *Maberly* 85-88—The Post-office is at present entirely at the mercy of railway companies, *Louis* 198-201—The greatest difficulty connected with the Post-office is, that passengers will not travel out of London at night on railways, particularly for short distances, *Chaplin* 1067, 1068.

In the present imperfect state of knowledge respecting railways, no permanent arrangements could be made with the Post-office, but the companies would submit to arbitration, and desire fair terms, *Locke* 913-917—The same kind of contract should be entered into with them as with mail-contractors, *Glyn* 1315, 1316—The Post-office must guard against the speed being slackened by penalties, *Glyn* 1342-1344—Arrangements might be made by the Post-office with lines in communication with each other, binding them in matters depending on the conduct of each, *Stephenson* 1529, 1530—If any railway company were to make regulations which would interfere with the public service, the Legislature is bound to restrain them, *Glyn* 1375-1379—Although there will not be competition as by mail-coaches, yet the directors will be anxious to secure the good opinion of the public by liberal arrangements with the Post-office, *Chaplin* 1057-1066—The companies will be amenable to public opinion, and will afford the greatest accommodation to the Post-office compatible with public convenience, *Glyn* 1304-1307.

See also *Accidents. Arbitration. Bye-Laws. Carriers. Dublin and Kingstown Railway. Expenses of Railroads. Fares. Goods. Grand Junction Railway. Greenwich Railway. Locomotive Power. London and Birmingham Railway. Mail-Trains. Mails, Conveyance of. Manchester and Liverpool Railway. Newcastle and Carlisle Railway. Night-Trains. Post-office. Post-office Trains. Repairs. Special Trains. Sunday Mails. Sunday Travelling. Tolls.*

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Rails. Comparative economy of light and heavy rails, and distance of sleepers, *Locke* 945-948.

Repairs. Some time must be allowed for repairs, which would prevent the Post-office from despatching trains whenever they pleased, *Louis* 148-150—Are made at night; they are more numerous during the first three years, *Boothby* 394-398—The level is always changing; subsidence is going on, and the men are employed at night in raising the rails, *Boothby* 399.

See also *Locomotive Power. Mail-Trains. Night-Trains.*

Richmond, Duke of. The Minute of his Grace in 1833, as to the conveyance of mails, is very reasonable; as yet the terms of it have not been exceeded by the Grand Junction, *Louis* 276-280—Clause proposed by the Duke of Richmond to be inserted in the Grand Junction and London and Birmingham Railway Bills; his Grace's Minute thereupon, *Maberly* 88, 89—Minutes of the London and Birmingham directors, with reference to a Minute of the Duke on the rate of charge for the conveyance of letters, *Boothby* 393—The purport of his Grace's verbal communication, on the passing of the Grand Junction Railway Bill, was that the mails should be carried on fair and equitable terms, *Moss* 815-821.

Riding. Cost at which the riding-work of the Post-office (conveyance of letters on horse-back or by carts) can be performed, *Maberly* 6.

S.

"*Saracen*" Engine. See *Grand Junction Railway.*

Salt, Philip. (Analysis of his Evidence.)—Guard of the railway mail between Birmingham and Manchester, 1396-1398—The mail-bags are put on the top of the carriage, with the exception of some which are in the imperial, 1399-1404—The service of the mails is not conducted with regularity and dispatch, 1405, 1406—There are not a sufficient number of engines, and they are of unequal power; sometimes they have been too heavily loaded, 1407-1413—The railroad does not keep its time so well as a mail-coach, 1416-1418—The "Lynx" engine has kept its time; the "Saracen" has not, 1419, 1420—There was sometimes snow, 1421—Mail-coaches to which witness has been guard; evidence relative to the Yarmouth Telegraph, 1425-1436—Examination of the time-bill; causes of delay on particular days, 1437-1446—Witness has remonstrated against having great weights attached to the engine; they have sometimes been refused by the engineer, 1447-1453.

Failure of the "Alecto" engine at Hertford, 1454—There have been few days on which time has been kept, 1455, 1456—More goods have been sent by railway since the frost, in consequence of the stoppage of the canal, but delays occurred before the frost, 1457-1460—Number of guards on the railways, 1463—Witness goes from Birmingham to Manchester and back again for three days, and rests the fourth, 1464-1466—Weight of the bags taken, 1467-1470—When witness has complained to the conductor that the train was overloaded, he has not heard any order given in consequence, 1471, 1472.

Shrewsbury and Liverpool Mail. A contract has been made to continue this mail for some time longer, *Maberly* 3.

Sleepers. See *Rails.*

Snow. Effect of snow in obstructing railway trains; sand must be thrown upon the rails, or the wheel will not bite, *Locke* 967-975.

SPECIAL TRAINS:

1. *Cost thereof generally.*
2. *Terms of the Grand Junction Railway.*

1. *Cost thereof generally:*

Calculations of the cost of special trains; the expense of night-trains is the greatest, and there is less chance of passengers, *Louis* 142-145—Engineers are not agreed as to the cost of special trains, *Moss* 745-747—Weight makes a large ingredient in the charge for special trains, *Earle* 688, 689.

2. *Terms of the Grand Junction Railway:*

The Post-office consider it unreasonable that special trains should be charged the same whether they convey passengers or not, *Maberly* 40-52—Special trains should be paid for at higher prices until they became remunerating to the companies, *Maberly* 90-93—The point particularly urged by witness on Mr. Moss was, that the remuneration by passengers should go to the reduction of the charge to the Post-office, *Louis* 140, 141—Terms asked by the Grand Junction for the use of a special Post-office night-train, to be under the entire direction of the Post-office, *Moss* 437-452—

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SPECIAL TRAINS—2. Terms of the Grand Junction Railway—continued.

Examination relative to the propriety of charging the same for day-trains, *Moss* 453-466—Inconvenience of carrying passengers by the Post-office trains, and waiting for the mails, *Moss* 467-471—Whether 10*l.* be a reasonable charge for a special day-train, with permission to carry passengers; the time chosen by the Post-office for its departure should be taken into the calculation, *Boothby* 349-357—The sum demanded appears excessive when compared with the former charges, and with the amount paid to mail-contractors, *Louis* 289-291—Is much less than it would cost them, *Boothby* 301—Calculations on which this opinion is founded; expenses on Manchester and Liverpool Railway, &c., *Boothby* 302-325.

See also *Mail Trains. Night Trains. Post-office Trains.*

Speed. A speed of 30 miles an hour and upwards may be safely maintained on the Grand Junction, *Earle* 748-750—The same speed has been used on the Manchester and Liverpool, although the time has lately been enlarged, *Earle* 752-755—Average speed on the Manchester and Liverpool including stoppages, and on the Grand Junction exclusive of stoppages, *Earle* 760, 761.

See also *Locomotive Power.*

Stage-Coaches. See *Coaches. Tolls.*

Stephenson, Robert. (Analysis of his Evidence.)—Engineer to the London and Birmingham Railway Company, 1473—Difficulty of laying down a principle on which an arrangement should be made with the Post-office, 1474, 1475—The price for conveying heavy goods is too low to remunerate; the deficiency should be made up by an increased price on light goods, 1476—The Post-office ought to contribute its fair quota for the expenses of locomotive power and the establishment, including watchmen, &c. 1477-1495—If the periods fixed by the Post-office for the departure of the mail do not fall in with the arrangements requisite for public convenience, no price would remunerate, 1496—The mail travelling at night would be attended with little additional expense; a double establishment will be required on long lines of railway, 1497, 1498.

The rate of charge for heavy goods has been fixed low by Acts of Parliament, for the encouragement of persons through whose lands the line passes, 1499-1510—A regular customer sending parcels daily should be accommodated more cheaply than the sender of a chance parcel, 1511-1515—The company should not agree to have special trains to interfere with the passenger trains, 1516-1522, 1525—It would be reasonable to refer the terms of agreement between the Post-office and the company to arbitrators sufficiently acquainted with the subject, 1523, 1524—The terms on different railways would be almost identical, 1525-1528—Arrangements might be made with lines in communication with each other, binding them in matters depending on the conduct of each, 1529, 1530—The ratio between the prices paid for parcels and other classes of goods is equitably arranged, 1531, 1532.

Witness's construction of the evidence of Mr. Glyn, as to the company not desiring profit, 1533-1536—Mail-coaches look to parcels as one of their great sources of revenue; they carry the mails at a less rate, 1537, 1538—An equitable arrangement, by arbitration, could not be objected to by the railway companies, 1539-1542—If they should object, it ought to be made imperative upon them, 1543-1548—The whole terms, the services to be performed and rate of payment, should be submitted to arbitration, 1546-1551—The times for starting passenger and mail trains should be accommodated to each other; Post-office special trains would interfere with the arrangements of the company, and not secure punctuality, 1552-1562.

Night-mails may be carried with safety, but not in the present state of the embankments, 1563-1565—The embankments are the worst at the London end of the line, 1566, 1567—The Wolverton embankment will subside for two years, 1568—Witness has reported strongly against the conveyance of night-mails for three months after the opening of the railway, 1569-1575—He shall recommend the directors to adopt the hour of eight in the evening for the departure of the mails, 1576—Speed intended at the first opening of the line and afterwards, 1577-1580—The increased expense of any Post-office arrangement which would interfere with public convenience, would tend to prevent them from desiring it, 1581-1592—The company would be able to keep within the time agreed upon; an insufficient supply of engines has been the chief cause of irregularities on new railways, 1593, 1594—A different speed could not be allowed to Post-office trains, without great danger, 1595-1598.

The Post-office should not run its own engines; whenever two companies come in contact, there is difficulty in making arrangements, 1599—There are four or five competing parties supplying locomotive power on the Manchester and Liverpool Railway, subject to the bye-laws of the company, 1600-1609—They are obliged to have engines of a particular weight and construction, and their speed and time of starting are determined by the company, 1610-1612—These precautions have scarcely been sufficient to prevent accidents, 1613-1615—Mr. Bury's engines have only four wheels, those generally in use have six; it is the general opinion of engineers that six wheels are safe, 1616-1621—The Acts of Parliament impose restrictions on railway companies.

Stephenson, Robert. (Analysis of his Evidence)—*continued.*

panies in making bye-laws, 1622-1626—An offer was made by the Birmingham Company to take the mail without passengers by night, at the first opening of the railway, 1627-1633.

Trains will start at five o'clock, and travel after dark, 1634-1643—By the 25th June the company may undertake to carry night-mails with safety, 1644-1649—The hours of starting have been fixed with reference to the probable convenience of passengers, 1650-1654—Engines generally run below their power, and three or four more carriages will not impede their speed; engines out of repair are sometimes sent for want of others, 1655-1663—At the first opening of the Birmingham Railway, too many coaches were attached, and witness remonstrated, 1664-1668—There are few instances in which the power of an engine would vary, 1669—The causes of delay on the Grand Junction were the small number of engines and their insufficient power, 1670-1672—The distance is regularly performed on the Birmingham line, 1673, 1674—Number of engines requisite to work the trains between London and Denbigh-hall; their power, 1675-1682—Different railways will require engines of different powers, 1683.

Stephenson, Mr. Letter to the secretary of the London and Birmingham Railway Company, on the opening of the railway for night-trains, *Ev.* p. 86.

Sturge, Mr. See *Sunday Travelling*, 3.

Subsidences. See *London and Birmingham Railway. Night-Trains. Repairs. Watford.*

SUNDAY MAILS :

1. *Generally.*
2. *Grand Junction Railway.*
3. *London and Birmingham Railway.*
4. *Manchester and Liverpool Railway.*

1. *Generally :*

Consequences of stopping the mails on Sunday, *Maberly* 53—The stoppage of mails, even between the hours of ten and four, would have a serious effect upon the communication with Scotland, *Locke* 979—When railway communication is more extensive, bye-laws restraining Sunday mails would be of great and general inconvenience, *Louis* 218-228—The Post-office should have power to run railway trains on Sunday, *Maberly* 80—The Railway Companies would not object to an Act for the transmission of Sunday mails, *Moss* 413-416.

No railway company ought to have the power of interrupting the correspondence of the country on Sunday by a bye-law; Sir W. Follett's opinion, *Earle* 764-770—The question of Sunday mails might be settled by arbitration, or decided by magistrates at quarter sessions, *Moss* 721-723—The transmission of mails on Sunday is of no importance to the country generally, if the mails start as usual in the evening, *Moss* 723-726—If the mails were not forwarded during the hours of Divine service in Dublin, they would not be sent at all, as a large proportion of the people are Roman-catholics, *Pim* 662-667.

2. *Grand Junction Railway :*

Memorandum concerning the transmission of mails on Sunday by the Grand Junction Railway, *Louis* 209.

3. *London and Birmingham Railway :*

There would be no objection on the part of the London and Birmingham Company to the transmission of mails on Sunday, *Glyn* 1236-1238—If the mail trains on Sunday were to carry passengers, all the arrangements of the company would be disturbed, *Glyn* 1262, 1263.

4. *Manchester and Liverpool Railway :*

The bye-law of the Manchester and Liverpool would prevent the transmission of mails on Sunday, but the company might be induced to repeal it so far as concerns the mails, *Moss* 406-412—The stoppage of the mails on Sunday by the bye-law of the Manchester and Liverpool Railway Company, would embarrass all the arrangements of the Post-office, *Maberly* 56-65—Sir W. Follett's opinion has been given that the company have no power under their Act to close the railway on Sunday, *Earle* 768-770.

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SUNDAY TRAVELLING :

1. *Generally.*
2. *Grand Junction Railway.*
3. *London and Birmingham Railway.*
4. *Manchester and Liverpool Railway.*

1. *Generally :*

May safely be left to public opinion, and the feelings of those connected with the management of railways, *Moss* 727-731—Cannot be left to public opinion; the directors of the Manchester and Liverpool have religious objections, *Earle* 771-775—No public meetings have been held; the best test of public opinion is the use made of Sunday trains, *Earle* 784-790—When railways come into general use, all other means of communication will cease; necessity of railways being open on Sundays, *Earle* 775-781—The objection that persons on the establishment would be kept from church may easily be removed, *Earle* 782, 783—Railway companies are bound to exercise their powers for the convenience of the public on Sunday as well as other days; this principle will be carried out by the directors of the Birmingham Railway, *Glyn* 1264-1267.

2. *Grand Junction Railway :*

On the Grand Junction railway, trains travel regularly on Sunday; on the Manchester and Liverpool, travelling is suspended during the middle of the day, *Moss* 424-427—No bye-law will be made on the Grand Junction, but travelling in the middle of the day is not necessary, *Moss* 428-431—There is not quite so much travelling on Sunday, but sufficient to pay the expense, *Moss* 432-436—It is highly improbable that the public should agree to a disturbance of Sunday travelling; the Grand Junction Company have determined to suit the public convenience, *Glyn* 1385, 1386.

3. *London and Birmingham Railway :*

On the London and Birmingham there is no travelling during the hours of Divine service, *Boothby* 389, 390—A resolution proposed by Mr. Sturge to the proprietors of the London and Birmingham Railway, prohibiting Sunday travelling, was negatived, and an amendment proposed limiting it to public necessity, *Glyn* 1234—If trains offer themselves from a distance on Sunday, at any hour, they will be received on the London and Birmingham Railway, *Glyn* 1299-1301.

4. *Manchester and Liverpool Railway :*

The company have given notice of their intention to enforce the bye-law restraining Sunday travelling; the Post-office are opposed to it; effect on cross-mails, *Maberly* 56-62—The object of the directors is to prevent their officers from working on Sunday; nearly the same number must be employed if mails are carried without passengers, *Maberly* 54, 55—It is understood that the bye-law against Sunday travelling will be enforced, *Louis* 210-213—Delays and inconvenience that will be occasioned, *Louis* 214, 215.

T.

Tolls. Stage-coaches when employed by the Post-office in England are exempt from toll; hardship of this law upon the trustees of roads, *Maberly* 9-11—It could not have been the intention of the Legislature that the mails should run on railroads toll-free, *Earle* 836-851—The tolls chargeable on railways have been fixed in each case upon good grounds; no general maximum has been established, *Locke* 962-966—The mails ought to pay toll; railways are supported by a body of proprietors, roads are maintained by travellers and the landowners, *Glyn* 1277-1280, 1345-1367—Reason why a profit should be made on the conveyance of mails by railway; turnpike-roads are maintained by the public, railways by private capital; Parliament has recognised the principle, *Moss* 732-744—Calculation of tolls payable on Grand Junction Railway upon carriages containing 20 passengers, *Moss* 489-495.

V.

Velocity. See *Locomotive Power.*

W

Warrington. See *Birmingham and Warrington Mails.*

Watchmen. See *Night-Trains.*

Watford.

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Watford. Nearly 100 yards of the London and Birmingham Railway sank six feet near the Colne embankment at Watford, *Stephenson* 1563.

Wear and Tear. See *Locomotive Power*.

Wind. A great obstruction to trains; it drives the flanches of the wheels against the rails, and produces the same effect as bad curves, *Earle* 691, 692.

Wolverton. See *London and Birmingham Railway*.

Woodside and Chester Mail. Is still continued, although the railway is parallel; it is the only coach on the road, and, when the London and Birmingham Railway is completed, must be given up, *Horne* 1090-1096.

Y.

Yarmouth Telegraph. Takes the mail from Ipswich; travels eight miles an hour, *Salt* 1428-1436.

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