

the Queen, of chattels personal, I think the Bill of Sale, or copy should be filed with the Registrar of the Supreme Court for the Province in which the goods are situated.

6. For the reasons stated, possession along with the Deed, whether formal or absolute, would not, I think, affect its validity.

7. Taking the Preamble, together with the 1st, 4th, and 6th clauses of the "Provincial Law-suits Act, 1858," I am of opinion that "all property belonging to any Province (whatever that may be) is vested in the Superintendent" for all purposes of proceedings in any court, and not for purposes of sale or other disposition. The object of the Statute appears to be to afford facilities for the determination by legal means, of questions of right, not to appropriate public property, or to render it generally liable to the liquidation of claims of possible judgment creditors. Their rights as against the Superintendent personally, are expressly taken away. By the 4th clause, a mode is pointed out of satisfying money claims, and when the judgment or decree is for something other than the payment of money, the Superintendent is authorised to perform it. But I cannot find in that Act any appropriation of public property; I think, had such an appropriation been intended, that care would have been taken to define what should be deemed Provincial property for this purpose, as well as to declare of what nature Provincial property might be. I think there is nothing legally seizable under a *fi fa*, or writ of execution against goods, in an action against the Superintendent under the Act referred to, and that the Sheriff would be justified in making a return of *nulla bona* to the writ, on being satisfied that the judgment, upon which the execution proceeded, was so obtained. A case has been mentioned to me as having been tried in Auckland, and having a bearing upon this question, but I have been unable to obtain access to a report of it. It is usual for the Imperial Legislature, when giving to officers of companies and others, special powers of suing and being sued, to define the modes by which adverse judgments are to be satisfied.

I have, &c.,

ROBERT HART.

The Honorable the Colonial Secretary,  
Wellington.

## No. 10.

THE COLONIAL SECRETARY, TO THE SUPERINTENDENT, SOUTHLAND

Colonial Secretary's Office,  
Wellington, 4th March, 1865.

SIR,—

I have the honor to enclose the copy of a letter dated 24th ultimo, from Messrs. Dalgetty Ratray & Co., of Dunedin, representing that they have an unsatisfied claim of £25,000 against the Provincial Government of Southland, for balance of contract money, on account of the Bluff Harbour and Invercargill Railway.

I have to request your Honor to be good enough to make for the information of the General Government, such remarks as you may think fit, on the allegations made in that letter, as to the engagements stated to have been made by the Provincial Government of Southland.

I have &c.,

FRED. A. WELD.

His Honor the Superintendent,  
Southland.

## Enclosure in No. 10.

MESSRS. DALGETTY & CO., TO THE COLONIAL SECRETARY.

Dunedin Otago, N. Zealand,  
24th February, 1865.

SIR,—

We take leave to represent to you the case of the Contractors for the Bluff and Invercargill Railway contract, No. 2. (for 6½ miles from Campbelltown Jetty towards Invercargill) to whom the Provincial Government of Southland are indebted in a sum of about twenty five thousand pounds, (£25,000) for balance of contract money. The Contractors are Messrs. Ross & Aldrich whom we as Merchants undertook, when their tender was accepted, to assist with money for the work.

In May last the Provincial Government stopped payment, but urged us to continue to advance money to Messrs Ross & Aldrich, so that their contract might be kept in progress, and thus the damage be avoided which would result to half finished embankments in the sea.

The Provincial Government assured us at the same time that money would be forthcoming to pay us in full, as soon as the contract should be complete, and that in the interim they would pay us £2,000 per month on account. Being then already involved to the extent of £10,000, on account of this contract, we agreed to the proposal of the Provincial Government, and to protect ourselves had our names joined as contractors to those of Messrs Ross & Aldrich. During the