[HIGH COURT OF AUSTRALIA.]

SHIRE OF BURRUM . . . . . APPELLANT;
DEFENDANT,

AND

RICHARDSON . . . . . RESPONDENT.
PLAINTIFF,

SHIRE OF BURRUM . . . . . APPELLANT;
DEFENDANT,

AND

GEHRMANN . . . . . RESPONDENT.
PLAINTIFF,

ON APPEAL FROM THE SUPREME COURT OF QUEENSLAND.

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BRISBANE, *June* 13-15.

SYDNEY, *Aug.* 23.

Latham C.J., Rich, Starke, and McTiernan JJ.

Negligence—Electrocution in public bathing enclosure on foreshore within area of local authority—Enclosure constructed by residents of district—Control and management—Duty of local authority to members of public using bathing enclosure—Trap or concealed danger—Invitees or licensees—Local Authorities Act of 1902 (*Q.*) (2 *Edw. VII. No.* 19), *secs.* 62, 69—*Harbour Boards Acts* 1892 *to* 1928 (*Q.*) (56 *Vict. No.* 26—19 *Geo. V. No.* 22), *secs.* 66, 67—*Navigation Acts* 1876 *to* 1930 (*Q.*) (41 *Vict. No.* 3—21 *Geo. V. No.* 21), *sec.* 147—*Land Act* 1897 (*Q.*) (61 *Vict. No.* 25), *secs.* 19, 190, 191.

Actions were brought in the Supreme Court of Queensland under the *Common Law Practice Act of* 1867 (Q.) (*Lord Campbell's Act*) by parents against a local authority in respect of the deaths of their sons, who had been electrocuted whilst using a bathing enclosure on the foreshore of a reserve under the control of the local authority. In 1922 at the request of the residents of the district the shire clerk asked for and obtained permission from the Harbour Master at Maryborough for the erection of the bathing enclosure. The enclosure was built and maintained entirely by various voluntary associations. The council from time to time subscribed small sums of money to assist the voluntary

associations which for the time being had accepted the responsibility of either erecting or maintaining the enclosure. In 1930 electric light was installed by the local electric authority on the application of the voluntary association then maintaining the enclosure. The cost of installation and accounts for current supplied were wholly met by voluntary associations. In 1935 maintenance repairs became necessary, and the council made available relief workers, paid by moneys supplied to the council under the *Income (Unemployment Relief) Tax Act of* 1930. The work was supervised by an officer of the local progress association. The repairs effected by the relief workers brought the diving board closer to the electric wires than formerly, and to a point near the maximum sag of the wires. As a result of the fact that an electric-light wire became energized, a danger existed, which was the cause of the deaths of the two boys. The jury found, *inter alia*, that the local authority had control of the enclosure, permitted its construction, and ought to have known of the existence of a trap or concealed danger, and failed to take reasonable care to see that the enclosure was safe. On these findings the trial judge entered judgment for the plaintiffs against the local authority. On appeal the Full Court of Queensland affirmed the judgment.

On appeal to the High Court, *Latham* C.J. and *McTiernan* J. were of opinion that the appeal should be dismissed: *Rich* and *Starke* JJ. were of opinion that the appeal should be allowed.

The court being equally divided, the decision of the Supreme Court of Queensland (Full Court): *Richardson* v. *Shire of Burrum*; *Gehrmann* v. *Shire of Burrum*, (1938) Q.S.R. 370, was affirmed.

Extent of the duty of a public authority to persons coming on premises controlled by it considered.

APPEAL from the Supreme Court of Queensland.

In two actions brought in the Supreme Court of Queensland, Percy Richardson and Joseph Gehrmann sued the Shire of Burrum for damages in respect of the deaths of their sons, who were electrocuted whilst using a bathing enclosure at Scarness on 25th December 1935. The actions were brought under the *Common Law Practice Act of* 1867 (*Lord Campbell's Act*) and were consolidated and tried before a jury at the Circuit Court at Maryborough.

By a proclamation made on 5th November 1898 in pursuance of secs. 19, 190 and 191 of the *Land Act* 1897, the foreshore in which the bathing enclosure was situated was proclaimed a reserve for public purposes and placed under the control of the Burrum Divisional Board. By a proclamation dated 21st May 1910, the Council of the Shire of Pialba was authorized to assume the management and control of the reserve. By Order in Council dated 17th

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February 1917, a new shire, under the name of the Shire of Burrum, was constituted, which assumed the control and management of the foreshores at Scarness.

By a letter dated 8th December 1922, signed by the clerk of the Shire of Burrum and addressed to the Harbour Master at Maryborough, permission was asked for the residents of Scarness to erect a bathing enclosure. The Harbour Master replied to the clerk of the shire that he had forwarded the proclamation to the Marine Board, Brisbane, anticipating that a favourable reply would be received. The Marine Department gave the necessary permission by letter addressed to the local authority. The enclosure was erected by residents of the district from funds raised by public entertainments and subscriptions. Later, electric light was installed in the enclosure, the wires being erected on poles. The enclosure was maintained by the residents of the district, different voluntary associations interesting themselves from time to time in keeping the enclosure in a proper state of repair. The shire knew in July 1931 that the posts and wires carrying the electric light were in a bad state of repair, and supplied relief workers to affect repairs. These relief workers were paid from moneys supplied by the Government to the local authority under the *Income (Unemployment Relief) Tax Act of* 1930. After the relief workers had performed the necessary repairs, the neutral electric-light wire, which had become energized by contact with other wires, sagged near the diving board in the enclosure. The boys, whilst using the bathing enclosure, came into contact with the neutral wire and were electrocuted.

The findings of the jury were as follows :—1. On the 25th day of December 1935 did the defendant have the control of the Scarness bathing enclosure ? Yes. 2. (*a*) Did the defendant construct the bathing enclosure ? Yes. (*b*) Did the defendant cause the said bathing enclosure to be constructed ? Yes. (*c*) Did the defendant permit the said bathing enclosure to be constructed ? Yes. 3. (*a*) Did the defendant bring electrical energy upon the bathing enclosure at Scarness ? Yes. (*b*) Did the defendant permit electrical energy to be brought upon the said enclosure ? Yes. 4. (*a*) Did the defendant provide electrical equipment upon the said bathing enclosure ? No. (*b*) Did the defendant allow electrical equipment

to be provided upon the bathing enclosure ? Yes. (*c*) Was such electrical equipment defective in material ? Yes. (*d*) Was such electrical equipment defective in construction ? Yes. 5. (*a*) Did the defendant create a trap or a concealed danger upon the bathing enclosure at Scarness ? Yes. (*b*) Did the defendant allow a trap or concealed danger to exist upon the said bathing enclosure ? Yes. (*c*) Was the existence of such trap or concealed danger known to the defendant ? Yes. (*d*) Ought the existence of such trap or concealed danger to have been known to defendant ? Yes. (*e*) Was the death of each boy caused by such trap or concealed danger ? Yes. 6. (*a*) Did the defendant fail to take reasonable care that the said enclosure was safe ? Yes. (*b*) If yes, Did such failure cause the death of each boy ? Yes. 7. What damages—(*a*) In Richardson's case ? £290. (*b*) In Gehrmann's case ? £351.

On these findings judgment was entered for the plaintiffs. The local authority appealed to the Full Court of the Supreme Court of Queensland, which dismissed the appeal: *Richardson* v. *Shire of Burrum* ; *Gehrmann* v. *Shire of Burrum* (1).

From that decision the defendants appealed to the High Court.

McGill (with him *Boden*), for the appellant. The documentary evidence and correspondence show that the council did not construct and maintain the enclosure. The council did not have control of the enclosure, but because the council had control of the foreshore it is sought to make the council liable. The fact that the enclosure was erected by members of voluntary associations does not make the council liable. The council did not take over the maintenance of the enclosure, but donated moneys towards maintainance. The council took no responsibility other than to make a donation for repairs and supervise the work done by relief workers. The electric equipment was not installed in the enclosure by the council. The annual donation made by the council was for the maintenance of the structure itself, and not for electric light. The council had no ownership in the structure. The council had nothing to do with the construction or operation of the structure and is no more liable than if it had permitted some person to erect and conduct a shooting

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gallery on the reserve. The council made the relief workers available to do repairs, but the relief workers were not the servants of the council. The respondents' case is based on the creation of a concealed danger or trap by the council. The evidence does not support the findings of the jury as to any concealed danger or trap. There is no evidence to show that the council was aware of any danger. Electric wires uninsulated and which had sagged were obviously dangerous, and cannot be said to be a concealed danger. The council would, therefore, have no greater knowledge than any person using the bathing enclosure. It was not competent for the jury to take into consideration the letter from the Marine Board. It is wrong to say that the council had supplied the relief labour and assumed the right to maintain and control the enclosure. The relief workers were not the employees of the council. If they were employees of the council, there was a gift of their services to the voluntary associations which had undertaken the repairs of the structure. The council was under no duty to a third person for work improperly done by relief workers. The Progress Association in undertaking the repairs placed itself in control of the structure. There was no evidence that the enclosure was under the control of the council, that the council constructed or maintained the enclosure, or that the council brought or maintained any electrical equipment thereon. The council was under no duty to persons using the bathing enclosure. The mere fact that the council had control and management of the reserve did not impose on it a duty with regard to the enclosure. If any relationships existed, it was between persons using the bathing enclosure and those in control, namely, the voluntary associations. The boys were licensees of the voluntary bodies in charge of the enclosure, and if there were any relationship between the boys and the council, it was that of licensee and licensor. The duty owed by the council was no higher than to warn the boys or in some way protect them from a danger known to the council and unknown to the boys. There was no duty to warn against an obvious danger. The sagged wires were an obvious danger, and were not a concealed danger or trap (*Glasgow Corporation* v. *Taylor* (1);

(1) (1922) 1 A.C. 44.

Ellis v. *Fulham Borough Council* (1); *Purkis* v. *Walthamstow Borough Council* (2)). There is no intermediate stage between invitor and licensee in the case of public parks and public reserves.

McLaughlin, for the respondents. The control and management of the foreshore was assumed by and was in fact exercised by the council. The foreshore includes everything that is a fixture on it. The control of the foreshore means control of those fixtures. The example of the shooting gallery is not analogous. It is a chattel, and the proprietor is in control. The control and management assumed by the council is equivalent to occupation. A better example is that of a shelter shed erected by a charitable body in a public park. The control and management of the shed is in the council although constructed by third persons. The council never divested itself of any control or management of the enclosure. The Progress Association never attempted to gain any control or management over the enclosure. There is no evidence that any voluntary body ever acquired any right to control the enclosure. The fact that those bodies expended money does not make them liable. If in the case *Glasgow Corporation* v. *Taylor* (3) the poisonous shrub had been planted by the Progress Association at its own expense, the local authority would still have been liable. It is consistent that the control should be in the council, even though the structure has been erected by public bodies at their own expense. The bathing enclosure was merely a fence to protect bathers from sharks. It was a three-sided fence open to the land side. The council's responsibility is no different from the case of a fence erected around a public park by a voluntary association. The council is liable for its failure to keep in order the structure under its control (*Borough of Bathurst* v. *Macpherson* (4)). Giving and refusing assent to the erection of the structure is an exercise of control (*R.* v. *Croydon and Norwood Tramways Co.* (5)). The relief workers were employed and controlled by the council. The relief workers were paid from the funds of the council granted to it by the Crown for expenditure on works on lands under the control of the council. The true test is the

(1) (1938) 1 K.B. 212.
(2) (1934) 151 L.T. 30.
(3) (1922) 1 A.C. 44.
(4) (1879) 4 App. Cas. 256, at p. 265.
(5) (1886) 18 Q.B.D. 39, at p. 42.

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control of the structure. The council had the control of the relief workers, who were their servants (*Donovan* v. *Laing Wharton & Down Construction Syndicate* (1); *Dewar* v. *Tasker & Sons Ltd.* (2); *Moore* v. *Palmer* (3); *Jones* v. *Scullard* (4)). The structure was on land of which the council had control, and the jury was entitled to draw the inference that the enclosure was under the control and management of the council. The jury was dissatisfied with the evidence that the enclosure was not under the control of the council. The voluntary bodies were either the paid or unpaid agents of the council. The council acquiesced in and took the benefit of the work of the public bodies. The authority of the public bodies came from the council. As regards the relationship of the boys to the council, the ordinary categories of invitor and licensee do not apply as they were there of right (*Glasgow Corporation* v. *Taylor* (5); *Pettiet* v. *Sydney Municipal Council* (6)). Secs. 69 and 70 of the *Local Authorities Acts* put the council in the position of an owner. The council cannot divest itself of ownership, and is therefore in control. The boundary of the council area is the seashore. The sea coast is the land at the edge of water at high and low tide (*R.* v. *Forty-Nine Casks of Brandy* (7)). If the council had control and management of the enclosure, the relationship of the boys and the council was at least that of licensees. The general condition of the structure and the electrical equipment can be a concealed danger. The electric-light wires were uninsulated, and likely to become energized. It was not obvious to the boys that the wires were electric-light wires. The wires were known to the council to be electric-light wires. The wires had been sagging for some time, and were likely to become dangerous. The council ought to have known of the danger. If circumstances were such that a person is likely to know of a danger, it may be presumed that he did know of the danger. The council was aware of the nature of the structure of the electric-light installation. If the relationship is as high as that of invitor and invitee, it is the duty of the council to make the premises reasonably safe

(1) (1893) 1 Q.B. 629.
(2) (1907) 23 T.L.R. 259.
(3) (1886) 2 T.L.R. 781.
(4) (1898) 2 Q.B. 565.
(5) (1922) 1 A.C. 44.
(6) (1936) 10 A.L.J. 198.
(7) (1836) 3 Hagg. 257, at p. 275 [166 E.R. 401, at p. 408].

(*Robert Addie & Sons Collieries* v. *Dumbreck* (1); *Glasgow Corporation* v. *Taylor* (2); *Fairman* v. *Perpetual Investment Building Society* (3); *Purkis* v. *Walthamstow Borough Council* (4); *Clark* v. *Chambers* (5)). If the jury made a mistake in one issue that does not vitiate the other findings (*Ronald* v. *Harper* (6)). The jury's findings should not be disturbed (*Metropolitan Railway Co.* v. *Wright* (7)).

McGill K.C., in reply. It is the duty of a licensor to warn only of dangers which he actually knows. It is wrong to say that he should warn of dangers which he ought to have known (*Ellis* v. *Fulham Borough Council* (8)). To say that a licensor should guard against dangers which he ought to have known is another way of saying that he should make the premises reasonably safe, and there would then be no distinction between the duties owing to a licensee and an invitee. The council is not in the same position as if it had erected the enclosure itself. The liability depends upon occupation. Some voluntary body other than the council has possession of the structure. Whichever voluntary body was in charge at the time of the accident is liable. The enclosure would be under the control and management of the voluntary body which installed the electric light.

Cur. adv. vult.

The following written judgments were delivered :— Aug. 23.

LATHAM C.J. These two appeals from the Full Court of the Supreme Court of Queensland raise questions as to the standard of care required in the case of a local authority which has the control and management of a public reserve under the law of Queensland. The actions were brought under the Queensland equivalent of *Lord Campbell's Act*: *Common Law Practice Act of* 1867, secs. 12, 13, 14 and 15—and see the *Common Law Practice Act Amendment Act of* 1915, sec. 2.

The plaintiff in each action was a parent of a boy who lost his life by coming into contact with a live electric wire at a bathing

(1) (1929) A.C. 358.
(2) (1922) 1 A.C. 44, at p. 61.
(3) (1923) A.C. 74, at pp. 86, 96, 97.
(4) (1934) 151 L.T. 30.
(5) (1878) 3 Q.B.D. 327.
(6) (1910) 11 C.L.R. 63, at p. 77.
(7) (1886) 11 App. Cas. 152.
(8) (1938) 1 K.B. 212, at p. 221.

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enclosure on the beach at Pialba within the municipal district of the defendant council. The enclosure consisted of a fence, open on the land side, to which wire netting for protection against sharks was attached. The enclosure was electrically lit. The boys, who were fifteen and sixteen years of age respectively, were bathing at about 8 a.m. with two companions. They were using the diving board. The diving board was near and under the electric wires, which had sagged to within five or six feet of the board. The sagging was due to the fact that a post, which had been insufficiently embedded in the sand and inadequately strutted, had leaned over. The wires were bare, and the neutral wire, which should have been dead, was in fact, owing to a defect in the installation, charged with electricity. The boys in some unexplained manner came into contact with the wire and were killed. There was no defence of contributory negligence. The case was tried before *Brennan* J. and a jury. The jury answered a large number of questions. Some of the answers cannot be supported on the evidence. Among the findings of the jury which are important for the purposes of these appeals are the following :—It was found that the electrical equipment was defective in material and in construction. This finding is not challenged. The jury also found that the defendant council had the control of the bathing enclosure, that it permitted the enclosure to be constructed, and that it allowed electrical equipment to be provided upon it. The jury also found that the defendant allowed a trap or concealed danger to exist upon the bathing enclosure, that the existence of that concealed danger was known to the defendant, and that the concealed danger caused the death of each boy. Findings of the jury which either cannot be supported on the evidence, or which I regard as not material for the decision of the appeal, were to the effect that the defendant council actually constructed the bathing enclosure and caused it to be constructed, that the defendant brought electrical energy upon the bathing enclosure and provided the electrical equipment, and that the defendant failed to take reasonable care that the enclosure was safe. I discuss the appeals upon the basis of the first set of findings of the jury to which I have referred. It is necessary to determine whether there was evidence to support such findings and whether,

if such findings are to be accepted, the defendant is liable. Upon the findings of the jury the learned judge entered judgment for the plaintiffs for amounts which, if there is liability resting upon the defendant, are not challenged. Upon appeal to the Full Court the judgment was affirmed by a majority (*Henchman* J. and *Hart* A.J., *Graham* A.J. dissenting).

I propose first to examine the relation of the defendant council to the reserve upon which the bathing enclosure was erected, and then to consider the circumstances of the erection, maintenance, and repair of the enclosure.

By a proclamation dated 5th November 1898 the foreshore upon which the bathing enclosure was erected was declared to be a reserve for public purposes under the *Land Act* 1897 and was placed under the control of the Burrum Divisional Board. The relevant sections of the *Land Act* 1897 are secs. 19, 190 and 191. They provide that the Governor in Council may set apart Crown lands as reserves for public purposes and may place them under the control of trustees. On 21st May 1910 a proclamation was made under the *Local Authorities Act of* 1902. By this proclamation the Governor authorized the Council of the Shire of Pialba "to assume the management and control of" (*inter alia*) the public reserve already mentioned. (The defendant is the successor to the Shire of Pialba.) Sec. 69 (1) of the *Local Authorities Act* 1902, as it existed at the relevant time, was as follows: "The Governor in Council may from time to time by proclamation authorize the local authority to assume the management and control of any reserve, cemetery, park, foreshore, or commonage." By this proclamation the defendant was authorized to assume the management and control of the reserve. Possibly the defendant need not have exercised any management or control over the reserve, because the statute and the proclamation speak only in terms of authority and do not actually vest management or control in the council. In my opinion, it cannot be said that the statute and the proclamation taken by themselves impose a duty of management and control of the reserve upon the defendant. Any liability of the defendant must therefore rest, not merely upon the statute and the proclamation, but upon some actual assumption of management and control.

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I proceed therefore to inquire whether the defendant did in fact and to what extent assume management and control of the reserve. The evidence shows that the council assumed complete control of the beach within the reserve. At holiday times the council stopped certain traffic upon the beach, evidently so as to make it convenient and pleasant for holiday makers. The council, upon application made to it, consented to the erection of a number of bathing enclosures of the type mentioned. Among those which are referred to in the evidence are the Scarness bathing enclosure, where the deaths of the boys took place, and other enclosures known as the Urangan, Vernon Hotel, Traviston and Torquay enclosures. From time to time the council required voluntary associations or persons to put these enclosures in order. The council also gave permission to take sand and coral from the beach. The council did not exercise the power which it possessed of making by-laws for the beach, but it did exercise, just so far as it thought proper, full executive control over what was done upon the beach by persons in relation to the erection of structures, though it did so with the minimum expenditure of municipal money. Therefore the council did assume the control and management of the reserve.

It is contended for the defendant, however, that whatever the council did with respect to the reserve as a whole, it did not exercise any control or management over the bathing enclosure in question. It is conceded that the council from time to time subscribed small sums of money (£3 or £5 per annum) to assist the voluntary association which for the time being had accepted the responsibility of either erecting or maintaining the enclosure. I agree with the contention that the fact that the council gave donations of this kind, not only in the case of the Scarness enclosure, but in the case of other enclosures, does not impose any responsibility upon the council for injury received by persons while using those enclosures. In making these donations the council was simply in the position of any other subscriber to the funds of an association, and that position cannot be altered by the mere fact that, as might have happened in the case of any other subscriber, the council refused to make a donation until it was satisfied that the bathing enclosure

was put in what its officers (or the representatives of the division) considered to be proper order.

The bathing enclosure came into existence as the result of a request made on 8th December 1922 by the shire clerk to the Harbour Master at Maryborough. In this letter the clerk stated facts which have not been disputed. The letter stated " the residents of Scarness have requested me to approach your department to obtain permission for them to erect a fence for a bathing enclosure at Scarness at the position shown on the accompanying sketch." (The size of the enclosure and the character of the fence &c. were then described.) " The residents of Scarness are defraying the cost of this enclosure, which will be open and for the free use of the public." The *Navigation Act of* 1876, sec. 147, provided that no structure should be placed below high-water mark without the sanction of the Marine Board. The *Harbour Boards Act* 1892, sec. 66, provided that before any harbour board, local authority or person commenced to erect any structure below low-water mark a plan should be deposited at the office of the Marine Board and that the Governor in Council should approve the plan. The Harbour Master at Maryborough accordingly referred the matter to the Marine Board and on 14th December 1922 the shire clerk was informed that approval had been given for the work to be proceeded with.

There is no evidence that the council as a council acted in any way in relation to the original construction of the enclosure. The clerk of the council apparently wrote to the Harbour Master for the purpose of helping the citizens who were anxious to provide the amenity of a bathing enclosure and, in my opinion, his act of courtesy in writing the letter and serving as a channel of communication did not impose any liability upon the council.

The bathing enclosure was built with money provided by public entertainments and subscriptions, and throughout its history, up to the time of the accident, it was maintained in a similar manner. From time to time different voluntary associations interested themselves in keeping the enclosure in a proper state. Among these associations were the Scarness Bathing Enclosure Committee, the Scarness Progress Association, the Scarness Sports Club, and the Scarness Ratepayers' and Traders' Association.

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The council, as its minutes show, was aware that the bathing enclosure had been erected within the reserve over which it was actually exercising control and management. If the council had itself made, and had spent municipal money in making, the enclosure upon the reserve, there would have been no ground for contending that the council did not have some responsibility in relation to the state in which it existed from time to time. In my opinion, the position in this respect cannot be altered by reason of the fact that the council was fortunate enough to receive the benefit of this addition to the public reserve as a result of moneys provided from an outside source. The council knew that the enclosure had been erected upon the reserve which it controlled, and it permitted the enclosure to remain there. The erection of such a structure, without the express or implied assent of the council, would be a trespass.

The question which more particularly arises in the present case relates to the installation and maintenance of electric light upon the enclosure. The electric light was installed in 1930. It was installed without any application being made to the council, and the council has never paid any accounts for current supplied. The application to the electric supply authority for the installation was made by the Scarness Bathing Enclosure Committee, which met the cost, amounting to about £20. The evidence was that accounts for current supplied have been paid by the Scarness Progress Association or by the Scarness Bathing Enclosure Committee.

In 1935 it became necessary to repair the electric-lighting system, and the Scarness Progress Association interested itself in the matter. At that time the council had under its control relief workers who were paid by moneys supplied to the council under the *Income (Unemployment Relief) Tax Act of* 1930. The council permitted relief workers so paid to repair and to put in order the electric-lighting system. They did not work under a ganger or other officer of the council. Mr. G. H. Haddow, who was apparently an officer of the Progress Association, gave evidence that he "supervised." He said: "I went down and showed them" (the relief workers) "what they had to do and left them to do it." The men changed the position of the diving board and put a strut on a post. As already stated, the jury found, and the finding is not challenged, that the

work was done negligently. The jury also found that as a result a concealed trap existed which brought about the death of the two boys.

The relief workers cannot, in my opinion, be regarded as in any sense the employees of the Scarness Progress Association or of the Enclosure Committee or of Mr. Haddow. They were the employees of the council. They were completely under the control of the council in every respect. The fact that the council allowed the nature of the work which they were to do to be pointed out by Mr. Haddow did not remove them from the control of the council. No one else had any control over them. The acts of the men, done within the scope of their employment, were, therefore, the acts of the council (*Donovan* v. *Laing Wharton and Down Construction Syndicate Ltd.* (1)).

Thus the facts in relation to which the liability of the defendant council has to be determined are as follows :—The council exercised control and management not only over the reserve but also over the bathing enclosure and over the electric-lighting installation. The council, by its employees, repaired that installation in a defective and negligent manner, so that it was not safe to use the enclosure. The council was aware through its employees of the way in which the repairs had been done and therefore must be taken to be aware, not of the fact that the neutral wire was actually energized, but of the fact that the installation was such that it might become energized so as to constitute a very serious danger. This danger was found by the jury to be a concealed trap. It has been argued that danger arising from bare electric-lighting wires is obvious to anybody of ordinary intelligence. But I do not think that it can be said that there was no evidence upon which a jury could reasonably come to the conclusion that such a danger was not obvious and apparent in character. The lights were not on when the boys were bathing, and no one would expect that, the switch being off, the wires between the switch and the lights would be live wires. If the obligation of the council was to make the enclosure reasonably safe for those who used it against dangers which were known or ought to have been known to the council, that is, if the standard of care applicable is

(1) (1893) 1 Q.B., at pp. 633, 634.

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that required in the case of an invitee, the liability of the council would, in my opinion, be indisputable. I am not, however, prepared to decide that in this case the council is liable as to an invitee. In *Aiken* v. *Kingborough Corporation* (1) I stated my opinion that the ordinary classification of persons coming upon premises into trespassers, licensees, and invitees, was a classification only of persons coming upon private premises, and that it had no relevance to the case of persons who came upon premises in the exercise of a public right. It may, however, still be the case that the standard of care to be exercised towards persons of the latter class by the authority having control of such a public place is the standard which is applied in one of the three cases mentioned. This was a question which I was content to leave open in *Aiken* v. *Kingborough Corporation* (1). I think that the present case can also be decided without entering upon the controversies to which reference was made in *Aiken's Case* (1).

The bathing enclosure in this case was simply a fence enclosing beach and sea on three sides, and open on the land side. Such a structure cannot be " occupied " in any ordinary sense. But it can be controlled and managed. The liability in the case of an " occupier " of premises really depends upon his control and management, which create duties, varying in degree, to persons coming upon and using the premises. Such control and management necessarily bring the " occupier " into a relation with other persons from which a duty to take care arises. It is for this reason that the tenant, and not the landlord, of dangerous premises is the person to whom liability will ordinarily attach for injury suffered as the result of the dangerous condition of the premises. Thus the source of any liability of the council in the present case is to be found in its control and management of the bathing enclosure.

There are already at least five or six standards of care which are applied in the law in relation to persons using structures controlled and managed by other persons. There are the four cases of trespassers, licensees, invitees, and persons having rights under a contract. There is also a fifth class, namely, that of servants, where the liability of the employer may be affected by the fact that the

(1) *Ante*, p. 179.

performance of the contract of service necessarily involves particular dangers. In a sixth class of case statutory provision may prescribe a particular standard of care, as in the case of certain machinery. The application of these different standards has already become rather confusing and it is, I think, undesirable to consider the question of establishing a seventh standard unless it is necessary to do so for the purpose of deciding an actual case. Although there has been a considerable difference of opinion in the application of the standards mentioned, and although there is difference of opinion as to whether persons using public parks and the like are invitees or licensees, I think that there is no reason for doubt that at least they are entitled to the exercise of that degree of care which is required in the case of licensees : See *Purkis* v. *Walthamstow Borough Council* (1), *Coates* v. *Rawtenstall Corporation* (2) and *Ellis* v. *Fulham Borough Council* (3). In *Glasgow Corporation* v. *Taylor* (4), although the language used by their Lordships varies to some extent, it appears to me that the actual criterion applied was that which is applied in the case of a licensee.

It is not necessary to consider in the present case whether a proposition stated by *Dixon* J. in *Aiken's Case* (5) should be adopted. He said in reference to premises controlled by a public authority upon which a person comes in the exercise of a public right : " I think the public authority in control of such premises is under an obligation to take reasonable care to prevent injury to such a person through dangers arising from the state or condition of the premises which are not apparent and are not to be avoided by the exercise of ordinary care." This standard is independent of both knowledge and means of knowledge in the public authority. It requires the trustees of, for example, an extensive national park, who have the management and control of the park, to take reasonable care to prevent injury to persons arising from all dangers which are not apparent to those persons and which are not to be avoided by the exercise of ordinary care on their part, even though the trustees may neither know nor be able to discover that the dangers exist. This is a standard which is higher than that which is applicable in

(1) (1934) 151 L.T. 30.
(2) (1937) 157 L.T. 415.
(3) (1938) 1 K.B. 212.
(4) (1922) 1 A.C. 44.
(5) *Ante*, p. 210.

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the case of an invitee. If it is replied that an obligation to take reasonable care cannot be infringed or neglected in the case of an undiscoverable danger, then it appears to me that the element of knowledge or means of knowledge or duty to know is reintroduced in another but more difficult form. The present cases do not call for the solution of these problems and I prefer to leave them open, because according to all the authorities the licensee standard at least should be applied in these cases upon the basis of the facts found by the jury in findings which are supported by evidence.

In the case of a licensee the occupier of premises is liable for injury caused by a concealed danger when the occupier knows of that danger, though not, according to the weight of authority, when the danger is one of which he ought to have known but of which he actually did not know. Liability in the latter case exists towards invitees though not towards licensees. In the present cases the concealed danger was found by the jury to be known to the council. There was evidence to support this finding, because the condition in which the relief workers left the installation was known to them and they were the employees of the council. There were suggestions in evidence that a storm on the night before the boys were killed had caused the post to lean over and the wires to sag ; but the jury were not bound to accept that evidence.

Thus there existed, to the knowledge of the council, a seriously dangerous state of the structure which was not obvious or apparent to persons who were lawfully using the structure for the purpose for which it was provided. The relation of the council to the structure was that of management and control, which is the only possible form of occupation of a bathing fence of this character. The occupier in such a case is liable in damages to persons who, not being guilty of contributory negligence and coming on to the premises as licensees, suffer injury as the result of that concealed danger. Accordingly, in my opinion, the council was rightly held to be liable in damages in the present cases.

In my opinion the appeals should be dismissed.

As the members of the court are equally divided in opinion, the decision of the Supreme Court is affirmed (*Judiciary Act* 1903-1937, sec. 23 (2)). Accordingly, the appeals are dismissed with costs.

RICH J. In these cases the plaintiffs asserted the ultimate responsibility of the defendant shire, which has a statutory title to a reserve, for damages for negligence causing the deaths of their sons owing to the faulty construction of erections upon this reserve.

Even though the shire itself did not erect or cause to be erected the premises, I think it is sufficient to determine in the circumstances that though the shire's responsibility may extend beyond liability for its own constructions the nature of the permission or participation which can be inferred from the shire's part in the supervision and payments for the enclosure made by the Scarness Progress Association at the expense of funds supplied by the Queensland Government for unemployment relief purposes does not, in my opinion, cast any responsibility on the shire for the continued safety of these erections.

In my opinion the appeals should be allowed and the actions dismissed.

STARKE J. Appeals on the part of the Shire of Burrum from a judgment of the Supreme Court of Queensland dismissing appeals from a judgment in favour of the respondents in consolidated actions in that court and also motions for a new trial.

The actions were founded upon the counterpart in Queensland of what is known in England as *Lord Campbell's Act*: See *Common Law Practice Act of* 1867, secs. 12, 13, 14 and 15, and amending Act 1915, sec. 2. The cause of the action alleged was that the defendant, the Shire of Burrum, had by wrongful act, neglect or default, caused the death of a son of each of the plaintiffs, the respondents here; more particularly that the shire had the management and control of a public reserve on the foreshore of Harvey Bay on the coast of Queensland on which it had erected or permitted to be erected a bathing enclosure near a seaside resort known as Scarness, some twenty miles from the city of Maryborough in Queensland, and that the plaintiffs' sons whilst bathing in the enclosure were killed owing to contact with a wire electrically energized, part of the equipment of the enclosure, and that the shire had caused their deaths by its wrongful act, neglect or default in the management and control of the enclosure.

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Certain lands on the foreshore of Harvey Bay between high and low water mark were reserved for public purposes pursuant to the *Land Act* 1897. Portion of these reserves, including the foreshore below Scarness between high and low water mark, came under the management and control of the shire pursuant to a proclamation and an Order in Council issued under the *Local Authorities Act of* 1902 : See sec. 69. But the *Harbour Boards Acts* 1892-1900, sec. 66, provided that before any local authority or person should commence to make, erect, construct or place any structure of any kind on, in, over, through or across tidal lands or a tidal water or the seashore below low water mark the approval of the Governor in Council should be obtained. " Tidal lands " means such parts of the bed, shore or banks of a tidal water as are covered and uncovered by the flow and ebb of the tide at ordinary spring tides. " Tidal water " means any part of the sea or of a river within the ebb and flow of the tide at ordinary spring tides. A structure erected in contravention of this provision might be removed : See secs. 66 and 67.

The powers thus conferred on the Governor in Council and the shire authorize them to do many administrative acts of a discretionary nature which would not involve them in any legal responsibility (*R.* v. *London* (*Mayor and Aldermen of*) (1) ; *Cowley* v. *Newmarket Local Board* (2)). The regulation of admission to the foreshore and of the conduct of persons there are instances of the exercise of such discretionary administrative powers involving no legal liability upon the authority exercising them. So if the Governor in Council and the shire allow or sanction the erection of a bathing enclosure on the foreshore between high and low water mark, this too, as it appears to me, is but the exercise of the discretionary administrative power which involves the Governor in Council and the shire in no legal liability.

But the shire has further power. It might itself erect a bathing enclosure—See *Local Authorities Act of* 1902, sec. 62—or assume the active management and control of a bathing enclosure, in which case it would come under legal responsibility : Cf. *Glasgow Corporation* v. *Taylor* (3). The critical question on this appeal is whether

(1) (1832) 3 B. & Ad. 255, at p. 271 [110 E.R. 96, at p. 102].
(2) (1892) A.C. 345, at p. 352.
(3) (1922) 1 A.C. 44.

there is any evidence warranting the conclusion that the shire erected the bathing enclosure and certain electrical equipment thereon or assumed the active management and control of the enclosure and equipment. The question involves an examination of the facts.

The Shire of Burrum is a local-government authority. It controls an extensive area but is sparsely populated and has, I should think, a comparatively small revenue. It, however, assumed the control and management of the public reserve on the foreshore below Scarness between high and low water mark in the sense that it regulated the use of the foreshore; for instance, it allowed sports to be held on the beach, bands to play there, and closed the beach against motor and vehicular traffic during holiday periods owing to the danger of accidents.

In 1922 a bather was taken by a shark on a beach near Scarness and died. The residents of Scarness, it seems, requested the clerk of the shire to approach the Harbour Master at Maryborough and obtain permission for them to erect a bathing enclosure at Scarness and intimated that they would defray the cost of the enclosure, which would be open and for the free use of the public. The clerk, on 8th December, approached the Harbour Master as requested, who, on 14th December 1922, replied as follows: "With reference to the application by the Burrum Shire Council on behalf of the residents of Scarness for permission to erect a bathing enclosure at Scarness in accordance with the plans submitted I have now been advised by the Treasury that approval has been given for the work to be proceeded with." Other applications were apparently expected, for the Harbour Master on 22nd December 1922 also wrote: "With reference to your letter of the 8th inst. regarding applications for erecting of similar bathing enclosures to that at Scarness at other places I am now advised that tentative approval may be given by me provided the structures are erected under my supervision, but application for each must be made to the Marine Board for the approval of the Treasurer." The residents of Scarness erected a bathing enclosure on the foreshore at Scarness between high and low-water mark, portion of the public reserve under the management and control of the council. The size of the enclosure was about

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100 by 50 yards. It was fenced on three sides by posts and a heavy woven wire fence, but was not fenced on the shore side. The shire did not contribute to the costs of the erection of the bathing enclosure: they were borne wholly by the residents of Scarness. Indeed, the erection of the enclosure was not formally brought before the council of the shire for its approval or sanction, but it was conceded by the learned counsel who appeared for the shire that it had no objection to the erection of the enclosure, and should be taken as allowing the residents of Scarness to erect and maintain the bathing enclosure on the foreshore.

In May of 1923 it was suggested that the shire should take over the bathing enclosures erected by various residents, but in June the council resolved that it would not do so, but would make available, annually, a donation of £3 3s. for the upkeep of each enclosure, if satisfied that the enclosure was in good order, and it did so until 1935.

In 1929 the Torquay Progress Association also desired to erect a bathing enclosure and jetty on the foreshore of Harvey Bay, which was under the management and control of the shire. Torquay is a seaside resort near Scarness. The shire had no objection to the erection of these structures, and so informed the Marine Board. The board was of opinion that the association was not a body which could be legally authorized to erect the structure under the provisions of the *Harbour Boards Act* 1892, but added that if the shire was willing to accept responsibility for the plans and maintenance of the structure the board was prepared to recommend approval of the plans under sec. 66 of the Act. The shire at first demurred and referred to two enclosures at Pialba and the enclosure at Scarness, which it claimed were erected by outside bodies, paid for by public subscriptions, and further that the only responsibility accepted by the shire with respect thereto was the supervision of the erection of the structures. The board asserted that, in the cases mentioned, permission was granted to the shire, and ultimately the shire replied "that taking into account the fact that the council had previously taken the responsibility in regard to an enclosure it is now prepared to accept the responsibility in regard to this particular one," that is, the one at Torquay. Towards the close of 1929 the Traviston enclosure

committee also proposed to erect a bathing enclosure, and the shire forwarded its application to the Harbour Master and stated that it would accept responsibility for the project.

But what responsibility did the shire accept? In 1930 the Torquay Progress Association applied for a donation towards the cost of its bathing enclosure. The shire replied that it did not contribute towards the erection of the various structures, but its usual custom was to contribute towards the upkeep of each enclosure annually, provided such enclosures were first put in order. It is clear, I think, at this point that the shire refused to take the active management and control of any bathing enclosure. The responsibility that it accepted was to the government, and its extent is indicated in sec. 66 (3) and (4) of the *Harbour Boards Act* 1892: "Such approval shall not confer on the . . . local authority . . . any right to construct, alter, or extend, any work not authorized under this Act" (sec. 66 (3)). "If a . . . local authority . . . acts in any respect in contravention of any provisions of this section in relation to any work, the Minister may, at the expense of the . . . local authority . . . take all necessary steps and proceedings, and employ all necessary persons to abate and remove the work, and restore the site thereof to its former condition" (sec. 66 (4)).

In 1930 the residents of Scarness (the Scarness Progress Association or Bathing Enclosure Committee) installed electric light in the Scarness bathing enclosure. This installation was connected with the undertaking of an electric authority constituted pursuant to the *Electric Light and Power Act* 1896. In 1927 the authority was conferred upon the shire and its assign, but that authority was assigned in 1930, pursuant to the Act, with the consent of the Governor in Council, to Andrew and Niels Jacob Anderson. The residents of Scarness (the Progress Association or Bathing Enclosure Committee) applied to the electric authority to connect the bathing enclosure, paid the cost of installation and also the accounts for current supplied. The shire had nothing to do with the installation, but it raised no objection and may be taken to have sanctioned it. But this is but another illustration of the exercise of the shire's discretionary administrative powers; perhaps an unwise exercise of those powers, but still involving it in no legal responsibility.

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In 1935 the Scarness Progress Association applied to the Harbour Master for advice with regard to a jetty in Scarness which was constructed by the Scarness Bathing Enclosure Committee. It appears that the jetty formed one side of the bathing enclosure. The Port Master, to whom the matter was referred, replied:— "There is no reference in the correspondence to a jetty, and the approval with respect to the bathing enclosure was given to the Burrum Shire Council, which is regarded by the Marine Board as the body responsible for the control and maintenance of the enclosure. If the jetty forms part of the bathing enclosure structure the council could pass by-laws regulating its use." The Scarness Progress Association forwarded this communication to the shire, and requested its consideration of the matter. The shire informed the harbour authority that the jetty formed part of the bathing enclosure and that the whole structure was erected by the Scarness Progress Association, assisted by the council, under approval given by the Marine Board. It added that no separate approval was given for the jetty, and that it was not clear that the original approval ever covered the jetty. It desired to know whether the council would be in order in passing by-laws regulating the jetty. The harbour authority advised, as the erection of the jetty had not been authorized, that the shire should submit a formal application for the jetty together with a plan of the structure. They added that when the application and plans were approved by-laws could be made to regulate the use of the jetty. The shire accordingly made an application for approval of the jetty and deposited the required plans, which were approved.

But the shire was not assuming active management and control of the bathing enclosure or jetty: it was bringing or seeking to bring the jetty under its administrative power and control.

Lastly, reference must be made to some repairs to the bathing enclosure made towards the end of 1935. The shire in 1934 ceased to make donations towards the maintenance of bathing enclosures. Instead, the shire made available to the Progress Association or the Bathing Enclosure Committee of Scarness relief workers, as they were called, for carrying out maintenance work on the enclosure. The association or the committee provided the material and the

shire the relief workers. The Government of Queensland raised an unemployment-relief tax and the moneys so raised were applied in relief of persons who were unemployed. The local authorities in Queensland assisted the government in its relief of unemployed. They found work for the relief of unemployed, and the government out of the fund raised by the tax recouped the local authorities the amount paid to the relief workers. In 1935 the Shire of Burrum was assisting the Government in the relief of unemployed. The local police decided who were persons entitled to relief, and the shire co-operated in placing them in casual employment that did not form part of the ordinary services of a local government authority. For some three or four weeks in September and October of 1935 the shire supplied relief workers to carry out maintenance repairs on the bathing enclosure at Scarness. The Progress Association or the Bathing Enclosure Committee supplied material. The relief workers apparently stayed a post that was out of position and removed the diving board to the position it occupied when the plaintiffs' sons were killed. The repairs effected by the relief workers brought the diving board closer to the electric wires than formerly, and to a point near the maximum sag of the wires. It was said that the employment of the relief workers on these repairs made it clear that the shire had assumed the active management and control of the bathing enclosure because the relief workers were under the control of the shire and in truth its servants (*Rourke* v. *White Moss Colliery Co.* (1); *Donovan* v. *Laing Wharton and Down Construction Syndicate* (2)). But the evidence is clear that the shire was only assisting the Progress Association or the Bathing Enclosure Committee in the maintenance of the enclosure and not assuming its active management or control. The shire would not, I apprehend, come under any duty of care to the public in executing repairs on a structure that was not in their management and control in the sense already indicated. The duty of care would rest upon those who had the management and control of the structure, whatever might be the liability of the shire to those who had such management and control if the repairs were effected without due care.

(1) (1876) 1 C.P.D. 556; (1877) 2 C.P.D. 205.
(2) (1893) 1 Q.B. 629.

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It should not be assumed that the relief workers were guilty of any want of care. Apparently a strong wind blew on the night preceding the death of the plaintiffs' sons and there was a very high tide, which may have displaced the posts of the enclosure and the electric wires. And it is by no means clear that the wires on the enclosure were not energized by some defect outside the bathing enclosure altogether and for which the relief workers were in no wise responsible.

However, I should agree that, if the shire had taken the active control and management of the enclosure in the sense already indicated, then it would have come under a duty of care towards the public using the enclosure. The standard of care required of it, in this case, would be similar in principle to that required of an occupier of property in respect of licensees (*Latham* v. *R. Johnson & Nephew Ltd.* (1)). The public, in other words, would take the bathing enclosure as it found it, but the shire would be under a duty not to expose them to concealed dangers, which I take to mean dangers that no person using reasonable care for his own safety would expect. I should not doubt that there was ample evidence of a concealed danger in the energized wire in the present case had the shire come under any duty of care to the public using the bathing enclosure. The difference in the standard of care above indicated and that required in *R.* v. *Williams* (2) and *Aiken* v. *Kingborough Corporation* (3) in this court arises by reason of the facts. In the first of those cases the Executive Government, and in the other a local authority, maintained wharves and jetties so that the public might carry on their businesses and otherwise use them. An invitation so to use the wharves and jetties was inferred, and the Executive Government and the local authority were regarded in a category similar to that of invitors. But in the present case all that could be inferred, even if the shire had the active management and control of the enclosure, would be that the public were licensed or permitted to enter the enclosure for enjoyment and recreation.

(1) (1913) 1 K.B. 398, at p. 410. (2) (1884) 9 App. Cas. 418.
(3) *Ante*, p. 179.

The case involves serious consequences whatever result is reached. On the one hand the safety of the public is involved, whilst on the other the authority and liability of local authorities, often with extensive areas and small revenues, in respect of public reserves, parks and other places is in question.

In my opinion the shire in the case before us has not involved itself in any legal liability to the plaintiffs and this appeal should be allowed and the plaintiffs' actions should be dismissed.

McTIERNAN J. The appellant's liability to pay compensation to each of the respondents in respect of the death of his son depends upon the question whether the death was caused by any wrongful act, neglect or default on the part of the appellant which was such as would, if the death had not ensued, have entitled each boy to maintain an action and recover damages in respect of such act, neglect or default against the appellant.

The fatal accident, which happened on Christmas Day 1935, was caused by the two deceased boys (who were fifteen and sixteen years respectively) coming into contact with a live electric-light wire which hung above the diving board of the bathing enclosure and was within their reach when standing on the board. There was evidence on which it was clearly open to the jury to find that the wire presented the deceptive appearance of an innocuous wire which was not being used as an effective part of any electrical equipment and was not charged or likely to be charged. Such evidence was that relating to the proximity of the wire to the diving board, the leaning state of the pole carrying the wire, and the slackened state of the wire itself. There was evidence, therefore, to support the jury's finding that the sagging wire which electrocuted the deceased was a trap or concealed danger. There was ample evidence warranting the inference that the faulty and dangerous condition in which the pole and wire were when the boys were electrocuted was traceable to the negligent work done to the electrical equipment by the relief workers. The jury found that this trap or concealed danger was created by the appellant. It is implicit in this finding that the jury found that the relief workers whose negligent work caused the danger were the appellant's servants.

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If the bathing enclosure was under the control and management of the appellant, this fact would have an important bearing on the question whether there was evidence to support a finding that the relief workers were the appellant's servants or not.

The question was submitted to the jury whether the appellant had the control and management of the bathing enclosure at the time of the accident. This question was answered in the affirmative. It should be observed that the enclosure was part of the beach and was fenced on all sides except the land side. It was not actually built by the appellant's servants and it was not managed by persons in its service. But it was open to the public generally. The answer to the question whether or not the appellant had the control and management of the bathing enclosure depended largely on evidence with respect to the application made to the competent marine authority for its approval of the construction of the bathing enclosure. The evidence consisted of letters which passed between the appellant, a voluntary body of citizens and the marine authority. The letters were not so clear in their terms as to bear but the one construction that the council was a mere channel of communication for the voluntary body but not the applicant for the approval. These letters were left to the jury for its interpretation.

Reading the correspondence with all the evidence on the issue whether the appellant had assumed the management and control of the bathing enclosure, I am not prepared to say that there was no evidence to support the jury's finding that the appellant had the management and control of the enclosure. It is admitted by the appellant's counsel that when the enclosure was built the appellant had assumed the control and management of the beach, part of which was within the enclosure. The voluntary body which built and managed the bathing enclosure did not become the occupier of it. The part which it played relieved the appellant of the cost of making the enclosure and provided voluntary assistance in managing it. Nevertheless, the rights and duties involved in the appellant's statutory relationship to the beach existed in relation to the bathing enclosure. It was set up and remained on the beach with the consent of the appellant for the convenience of the public.

The appellant, having, as I think it was rightly found, the statutory control and management of the bathing enclosure, sent the relief workers to carry out work there which was indicated to them by a member of the voluntary body. It was this work which was negligently done. The representative of the voluntary body did no more than tell them what was to be done. There is no evidence that he exercised control over them. But there is evidence that the appellant had records made of the work done, as it did in the case of all other jobs done by relief workers, and that it paid them for the work done at the bathing enclosure, as it did for all other jobs done by relief workers, receiving in this case, as it did in other cases where its relief workers were employed, a refund from the Labour Department. There is, however, evidence that the materials used by the relief workers in doing the job at the bathing enclosure were provided by the voluntary body which built and managed it. But the evidence does not show that the appellant relinquished its control over the relief workers when engaged on the job. There was, in my opinion, evidence to support the conclusion that they were the servants of the appellant. It follows, therefore, that the jury's finding that the appellant created the trap or concealed danger to which the deceased succumbed should stand.

The appellant owed a duty to persons lawfully using the bathing enclosure to exercise care in having the work which the relief workers did performed carefully. It was the negligent execution of this work which caused the electric light pole to get out of position and the wire to sag. It was this breach of duty that resulted in the presence of the danger which caused the fatal injuries to the deceased.

For these reasons, the appeal should, in my opinion, be dismissed.

Appeal dismissed with costs.

Solicitors for the appellant, *Morton & Morton*, Maryborough, by *Nicol Robinson & Fox.*

Solicitors for the respondents, *Corser Sheldon & Gordon*, Maryborough, by *Chambers McNab & Co.*

B. J. J.