

WEXFORD COUNTY COUNCIL

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M I N U T E S

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MEETING HELD ON 10th FEBRUARY, 1930.

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N. J. FRIZELLE,  
SECRETARY.

FORTVIEW,  
WEXFORD.

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The monthly meeting of the Wexford County Council was held in County Council Chamber, Wexford, on 10th February, 1930.

The following were in attendance:- Colonel Gibbon, Vice, Chairman, and subsequently Mr. M. Doyle, Chairman, presided. Also: Messrs James Armstrong, John Brennan, James Cline, Patrick Colfer, Thomas Cooney, Richard Corish, John Culleton, John Cummins, Timothy F. D'Arcy, John Doran, James Gaul, James Hall, Patrick Hayes, Michael Jordan, William P. Keegan, Thomas Maylor, Thomas McCarthy, John Murphy, Sean O'Byrne, James Shannon, Myles Smyth, James E. Walsh, Colonel R. P. Wemyss Quin and Miss Nellie O'Ryan.

The Secretary, the Assistant Secretary, the County Surveyor, Mr. Elgee, Solicitor, and Mr. T. C. Courtney, B.E., Engineer, Local Government Department, were also present.

The Minutes of last meeting were read and signed.

THE LATE MR. KENNEDY; SOUTH MAIN STREET, WEXFORD.

The following resolution was adopted on the motion of Mr. O'Byrne, seconded by Colonel Quin:-

"That we offer our sincere sympathy to our colleague, Mr. Gaul, in the death of his father-in-law, Mr. John Kennedy, South Main Street, Wexford, an esteemed and respected citizen of Wexford!"

Mr. Hall and the Secretary associated themselves with the resolution which was adopted in silence.

REPLIES TO VOTES OF CONDOLENCE

The following resolution was adopted on the motion of Mr. O'Byrne, seconded by Colonel Quin:- "That letter, as follows, from Mr. J. E. Walsh, member of the Council, in reply to vote of condolence from County Council be inserted on the minutes of the day.":-

"Will you kindly convey to your Council my sincere thanks for their kind vote of sympathy on the death of my brother, Dr. Walsh.

'May I avail myself also of this opportunity to thank your



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good self and the staff for whom you spoke for your kindly expressions which I much esteem."

The following resolution was adopted on the motion of Mr. O'Byrne, seconded by Mr. Hall:- "That the following letter from Mr. John Cummins, M.C.C., on the death of his brother be inserted on the minutes of the day:-

"I beg to acknowledge receipt of your letter of the 22nd instant conveying the vote of sympathy of the members of the County Council and staff at the loss of my brother, Father Matthew Cummins, R.I.P., for which I am very much obliged.

'Will you kindly convey to the Proposer, Mr. John Murphy, and to the seconder, Mr. John O'Byrne, and also the members of the County Council and staff, my sincerest thanks for their kindness in sympathising with me and family.

'I am also very thankful to you for the kind remarks conveying the Council's resolution for which I will ever feel grateful.'"

On the motion of Mr. O'Byrne, seconded by Colonel Quin, the following letter from County Surveyor, relative to vote of condolence on the death of his sister, was ordered to be inserted on the minutes of the day:-

"I am deeply grateful to the County Council for their resolution of sympathy on the death of my sister, and I shall be obliged if you will please convey my thanks to the members.'"

The following resolution was adopted on the motion of Mr. O'Byrne, seconded by Colonel Quin:-

"That the following reply to vote of condolence from Mrs Dowse, widow of the late Dr. Dowse, be inserted on this day's minutes:-

'Will you please convey to the members of the Wexford County Council the heartfelt thanks of Miss Dowse and myself for their very kind vote of sympathy with us in our great sorrow and loss. We would also wish to thank them for the appreciative

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manner in which they spoke of my husband.

'Thank you so much for your personal kind sympathy. I am sure that you as well as many of his friends will miss his kind and sincere friendship.'"

#### MINUTES OF COMMITTEES

##### Finance:-

The following Minutes of Finance Committee in respect of meeting held on 16th January, 1930, were submitted:-



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The fortnightly meeting of the Finance Committee was held in County Council Chamber, Wexford, on 16th January, 1930.

Present:- Mr. Michael Doyle (Chairman) presiding; also Messrs John J. Culleton, Sean O'Byrne, James Hall, James Shannon and Thomas McCarthy.

The Secretary, Assistant Secretary, the County Surveyor and Mr. Elgee, Solicitor, were in attendance.

The Minutes of last meeting were read and confirmed.

#### PAYMENTS

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Treasurer's Advice Note for £1429: 19: 4d was examined and signed.

#### RATE COLLECTION

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The state of Rate Collection for year to March 1930 up to 16th January, 1930, was submitted as follows:-

1.	E. J. Murphy	61	per cent
2.	J. J. Curtis	59	" "
3.	S. Gannon	58	" "
4.	Art Dunne	56	" "
5.	J.J.O'Reilly	54	" "
6.	J. Deegan	54	" "
7.	T. Rowe	53	" "
8.	J. Doyle (No.19)	53	" "
9.	T. Bolger	53	" "
10.	J. Cummins	53	" "
11.	J. Quirke (No.4)	52	" "
12.	M. Kelly	51	" "
13.	P. O'Byrne	51	" "
14.	W. Cummins	51	" "
15.	P. Carty	51	" "
16.	J. J. Sinnott	50	" "
17.	Philip Doyle	49	" "
18.	P. Donohoe	48	" "
19.	T. Sutton	42	" "
20.	J. Doyle (No.5)	35	" "



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It was decided to inform Collectors Philip Doyle, Donohoe and Sutton that the Finance Committee were not satisfied with the manner in which they were discharging their duty and to warn them that they must show very substantial improvement by next meeting of the Finance Committee.

Mr. R. H. Peare, Kilmallock House, Enniscorthy, wrote, under date 15th January, 1930, that he owed the September 1929 rate and for this the Rate Collector had obtained a decree some weeks ago. Through an arrangement with the Rate Collector the decree was being held over until after his annual grass letting which is carried out in January. The Land Commission to whom he owed £375 had agreed that £60 should go to the payment of rates, they to receive the balance of the amount realised at the auction. The auction was advertised for 10th and on the 8th two bailiffs went to his place to seize for an old rate of 1925 which could not be collected at the time as there was no goods. He had no stock only two old horses belonging to his wife and an old cow which happened not to be on the premises<sup>so</sup> there was nothing to seize. He considered it most unfair to try and get this old rate lying dead for five years when he could not pay his current rate. If he were able to meet the latter he would not have allowed £4 costs to go against him for the decree. He appealed to the Committee not to put him on the road and out of his place without any advantage to the Council. If the two old horses were seized he could not do any work on the farm and there would be no setting of grass as the takers must have a guarantee there would be no seizure of stock. The result would be another derelict farm - no annuity and no rates paid and the land lying idle. This would be the result if the old dead rate was not struck out. He would, if this was done, guarantee prompt payment of rates in future - in fact he was prepared to give the auctioneer an order to pay the rates as a first charge on the grass letting for years to come.

It was decided to refer the letter of Mr. Peare to the Rate



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Collector intimating to the latter that the Finance Committee would be glad if time for payment of rates by Mr. Peare could be arranged until after the annual grass letting on Mr. Peare's farm.

The following resolution was adopted on the motion of Mr. O'Byrne, seconded by Mr. Hall:- "That the Local Government Department be requested to sanction payment up to 75 per cent of amount due for poundage to Collectors T. Sutton and M. M. Kelly when these Collectors have at least 50% of the total current rate collected and lodged."

In connection with contribution from County Council towards cost of premium for fidelity guarantee bond in the case of Collectors paid at a poundage rate of 5d the Secretary mentioned that representations for a similar contribution had been received from Collectors who though paid at a higher poundage received a smaller total payment per annum. The poundage fees earned by the Collectors receiving 5d in the £ was as follows:-

Thady Bolger (No.14)	£112
P. Carty (No.21)	... £114
John Doyle (No.5)	...£ 150
Art Dunne (No.15)	... £170.

The following Collectors claimed they were entitled to the £3 concession for fidelity guarantee bond:-

John Doyle (6d in £ No.19) annual amount £80 and the following at 7d in the £:-

M. Kelly (No.6)	£101
S.Gannon (No.10)	£118
T. Rowe (No.18)	£124
P. Donohoe (No. 12)	£130
P.O'Byrne (No.9)	£132
J.Curtis (No.20)	£133
W.Cummins (No.11)	£153
E.J.Murphy(No.17)	£165.



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Mr. O'Byrne proposed and Mr. Hall seconded the following resolution:-

"That the County Council be recommended to make a contribution of £3 for present year towards the cost of fidelity guarantee bond premium to the following Rate Collectors whose poundage fees calculated on total warrants amount to less than £150 per annum:- John Doyle (No.19 District); M. Kelly; Sean Gannon, T. Rowe, P. Donohoe, P. Byrne; J.J. Curtis."

Mr. Culleton proposed that the question of a further contribution to Rate Collectors towards cost of premium for fidelity guarantee bond be adjourned for six months.

After further discussion Mr. Culleton withdrew his motion.

The resolution of Mr. O'Byrne was then put and adopted  
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#### RATES ON AGRICULTURAL LAND LOAN

Under date 10th January, 1930, the Manager, National Bank, Wexford, wrote applying for half yearly instalment of Principal and Interest on Loan obtained under Relief of Rates on Agricultural Land Act.

The following resolution was adopted on the motion of Mr. Hall, seconded by Mr. O'Byrne:- "That the amount of Interest and Instalment due on Relief of Rates on Agricultural Land Act Loan be paid as soon as possible."

#### REMISSION OF RATES

Application of Patrick Owley, Knockina, Gorey, for remission of rates in respect of new building was referred to the Rate Collector for his observations.

#### BINDING MINUTES

The following resolution was adopted on the motion of Mr. O'Byrne, seconded by Mr. Hall:- "That quotation of Messrs English & Co., Quay, Wexford, for binding the Minutes of Wexford Co. Council for year 1929 at 17/6d be accepted"



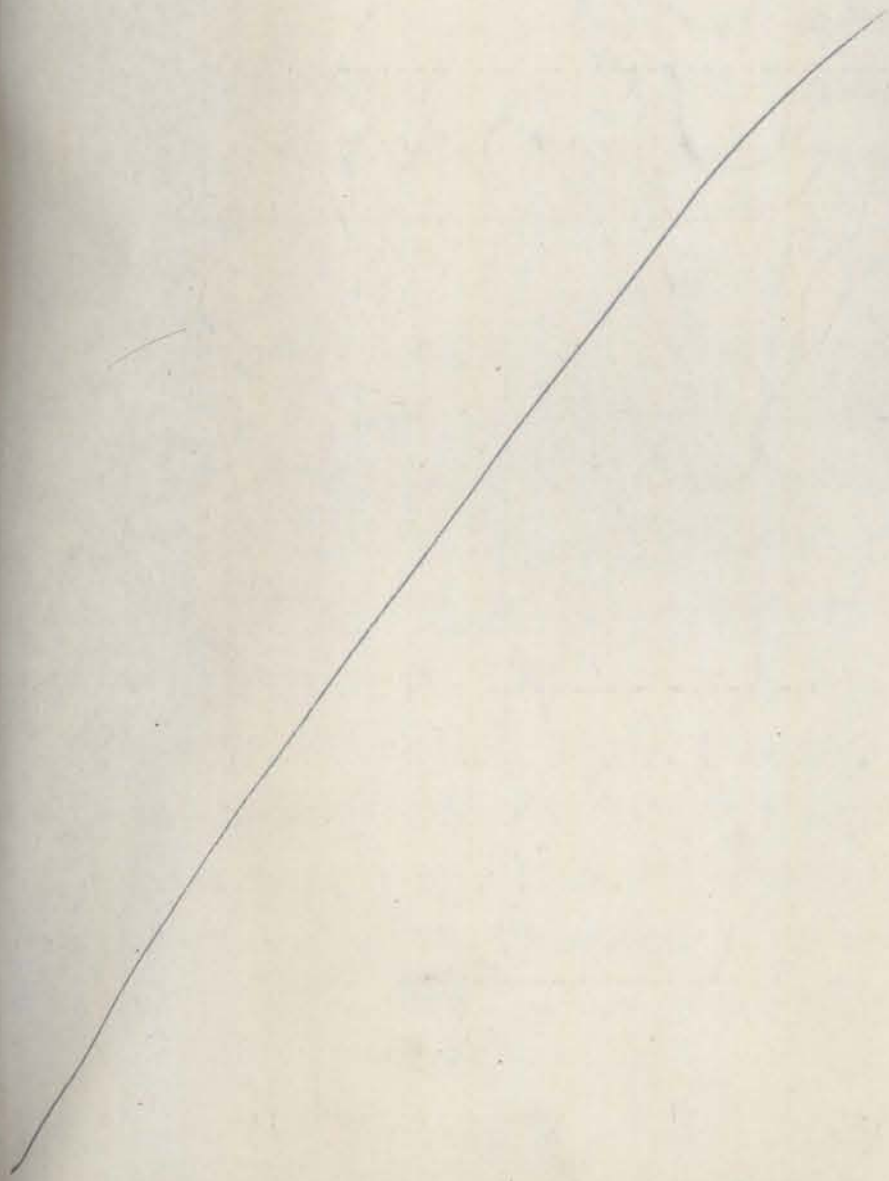
CHILDREN'S ACT - COMMITTALS TO INDUSTRIAL SCHOOLS

Mr. Gregory, Clerk District Court Wexford, wrote as to application to commit Ellen and Anastasia Potts, Talbotstown, Killinick and William Roche, Bridgetown, to Industrial School.

Mr. Doran, District Court Clerk, Enniscorthy, wrote as to the proposed committal of Margaret Breen of Ballybreen, Ballindaggin, Enniscorthy.

Referred to Mr. Elgee, Solicitor.

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The following resolution was adopted on the motion of Mr. O'Byrne, seconded by Mr. Hall:- "That the Minutes of meeting of Finance Committee for 16th January, 1930, be received and considered".

Contribution to Cost of Rate Collectors  
Guarantee Bonds:-

Colonel Quin proposed, and Mr. D'Arcy seconded, the following:-

"That we dissent from the recommendation of Finance Committee agreeing to contribute £3 towards the cost of Fidelity guarantee bonds of certain Rate Collectors who are in receipt of a higher poundage rate than 5d in the £."

Mr. O'Byrne proposed, and Mr. Cummins seconded, the following:-

"That the recommendation of Finance Committee at meeting of 16th January, 1930, as to contribution towards cost of Rate Collectors' Fidelity Guarantee Bonds be confirmed. "

A poll was taken with the following result:-

For confirming the recommendation of the Finance Committee :-

Messrs Armstrong, Cline, Colfer, Cooney, Cummins, Hall, Keegan, McCarthy, O'Byrne, O'Ryan, Walsh and the Chairman (Col. Gibbon)...12.  
Against:- Messrs Brennan, D'Arcy, Quin and Smyth.....4.

The other members were not present when poll was taken.

The Chairman declared the recommendation of the Finance Committee carried.

The following resolution was then adopted on the motion of Mr. O'Byrne. seconded by Mr. Hall:-

"That the Minutes of Finance Committee in respect of meeting held on 16th January, 1930, be and are hereby confirmed."

The Minutes of Finance Committee in respect of meeting held on 30th January, 1930, were submitted as follows:-



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The fortnightly meeting of the Finance Committee was held in the County Council Chamber, Wexford, on 30th January, 1930.

Present:- Messrs Sean O'Byrne, Thomas McCarthy, James Hall, and James Shannon.

On the motion of Mr. Hall, seconded by Mr. O'Byrne, the chair was taken by Mr. McCarthy.

The Minutes of last meeting were read and confirmed.

#### PAYMENTS

Treasurer's Advice Note for £3549: 7: 0d was examined and signed.

#### RATE COLLECTION

Under date 29th January, 1930, Mr. R. H. Peare, Kilmallock, Enniscorthy, wrote that the Inspector of Rates refused to accept his very reasonable offer as to Rates and now threatened him with a seizure. This, of course would make the matter worse for everyone prejudicing the letting of the lands and incurring further expense. He protested against taking the only stock he had - two old horses the property of his wife. He asked that the old rate should be cancelled and then carrying out his grazing letting of which £60 would go for rates and the balance to the Land Commission.

It was decided, on the motion of Mr. Hall, seconded by Mr. O'Byrne, to refer the communication to the Rate Inspector, and Rate Collector.

The following is the state of Rate Collection up to 30th January, 1930:-

	E. J. Murphy	63
	J. Curtas	63
(No.1)	J. Quirke	61
	Sean Gannon	61
	J. J. O'Reilly	59
	Michael Deegan	57
	Art Dunne	56
	Thady Bolger	56
	J. Cummins	56
	J.J. Sinnott	54
	P. O'Byrne	54
	Thomas Rowe	54
	Walter Cummins	53
	Philip Doyle	52



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(No.4)	James Quirke	52
	P. Carty	52
	M. M. Kelly	51
(No.19)	J. Doyle	50
	P. Donohoe	48
	Thos. Sutton	45
(No.5)	John Doyle	38

A resolution was adopted on the motion of Mr. Hall, seconded by Mr. Shannon "That Collectors Donohoe and Sutton be informed that the Finance Committee are greatly dissatisfied with the manner in which they are discharging their duty. The Committee will be compelled to ask the Council to take drastic action against these Collectors unless they show greatly marked improvement by next meeting."

#### RATE COLLECTORS' FIDELITY GUARANTEE BONDS

Under date 11th January, 1930, the following letter (8/111/30/6/M) was read from New Ireland Assurance Co.:—

"Adverting to your letter of the 3rd instant, we have carefully considered the subject matter placed before us, and for our part we would prefer to have the Public Bodies Order fully complied with and the lodgment to be closed on the 31st March. We, however, appreciate the difficulties of your Council by reason of this being the first year that this regulation was in force, and provided that the Department of Local Government sanctions the suggested arrangement of the Finance Committee we shall be agreeable to the closing date being extended to the 31st May.

'Our agreement to this extension is, of course, subject to the Department of Local Government giving consent to the Order being extended, and also to the understanding that this extension is in no way to be considered as a precedent for future years collections.

'It will be necessary for you to advise us as to the result of your enquiries to the Department in order that we may communicate with our Co-Sureties and advise them of the position.'

The following resolution was proposed by Mr. Hall, seconded by Mr. Shannon and adopted:—



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"That the New Ireland Assurance Company be asked to accede to the application of the County Council waiving the requirement of Public Bodies Order 1929 that Rate Collectors should make lodgments of all rate collected within 48 hours as a condition in Collectors Bonds and when sanction to this proposal has been received from the Local Government Department it will be furnished the New Ireland Assurance Co."

Under date 24th January, 1930, the Local Government Department wrote (G.4696-1930 Loch Garman) that as regards bond of Rate Inspector as they had already pointed out as the Rate Inspector's duties do not principally involve the handling of monies a Bond guaranteeing against embezzlement was of little use. The views of the Insurance Committee which were appreciated should be borne in mind by the Council and its officials in so far as they affected the Bonds of Rate Collectors. Prior to the expiration of the present bond the Rate Inspector should be required to endeavour to arrange from some other source for a Bond in the terms already suggested by the Department. An alternative course would be to provide for a Fidelity Guarantee Bond for a substantial sum and an additional Bond with personal sureties for a reduced but reasonable amount on the terms indicated.

Mr. Hall proposed and Mr. Shannon seconded the following resolution which was adopted unanimously:- "That prior to expiration of present Fidelity Guarantee Bond of Rate Inspector the Finance Committee fix amounts for Fidelity Guarantee Bond and for personal Bond for this Officer."

#### REMISSION OF RATES

In connection with new buildings the following resolution was adopted on the motion of Mr. O'Byrne, seconded by Mr. Hall:-

"That application for remission of rates in respect of new buildings be allowed Rev. J. D'Arcy, C.C., Kilrane and Patrick Owl Owley, Knockina, Gorey".



COST OF ROAD INQUIRY

Under date 18th January, 1930, the Local Government Department wrote (A.C.4292/30 Ilgh M) asking for payment of £19: 4: 9d due the Department in connection with the Inquiry held in May 1929 as to restriction of vehicular traffic in Main Street, Wexford.

The following resolution was adopted on the motion of Mr. O'Byrne, seconded by Mr. Hall:- "That copy of letter from Department of Local Government as to payment of £19: 4: 9d expenses of Local Inquiry in connection with restriction of motor traffic in Main Street, Wexford, be forwarded to the Wexford Corporation with a request for payment of said amount as this Inquiry was arranged for by the County Council at the instance of the Corporation.

GOREY COURTHOUSE

Under date 23rd January, Mr. J. Whitty, Hon. Secretary Gorey Ploughing Committee applied for use of Gorey Courthouse for dance in connection with the Match to be held on the night of 4th February.

The following resolution was adopted on the motion of Mr. Hall, seconded by the Chairman:- "That the Gorey Ploughing Match Committee be afforded the use of Gorey Courthouse for dance on 4th February."

Mr. J. Valentine, Courthouse keeper, Gorey, applied for £1 for cleaning Court after use by Civic Guards stamping bottles.

It was decided to inform Mr. Valentine that the Finance Committee were of opinion that cleaning the Court in the circumstances was part of his ordinary duty as caretaker.

FEEs UNDER ELECTORAL ACT - DENIS J. DUFF,  
EX-RATE COLLECTOR.

Under date 11th January, 1930, the New Ireland Assurance Company wrote (17/111/30 C.M.) asking payment of £51 fees due in



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respect of preparation of Electors' Lists for 1928 in Wexford Urban District. The Company pointed out that no doubt the Solicitor to the Council would appreciate that apart altogether from the provisions of their Bond for Duff under the law of suretyship the Company were entitled to any fees or allowances not already drawn by Duff.

Under date 23rd January, 1930, Insurance Company wrote (33/231/30/McD/F) pointing out that when in their letter of the 17th December, 1929, they first made formal application for the fees they agreed to remit the proportionate amount to the two personal sureties and to give a complete and satisfactory indemnity against any future claims by Duff or the personal sureties. In view of the promise of this Indemnity they could not understand why the Council or their Solicitor should be unwilling to remit the amount to the Company.

Mr. Elgee said he would not recommend the Committee to alter their decision to pay over the amount in question only on an order of a competent court and it was decided that the Insurance Company be accordingly informed.

#### PROPOSED APPOINTMENT OF CLERICAL ASSISTANT

The following under date 24th January, 1930, was read from Brother E. C. Markey, Superior, Christian Brothers, Wexford

"I must apologise very sincerely for delay in answering your letters. I have given the matter of the exams every consideration and I have once again and finally to decline setting or correcting the papers. I am troubled that this is an inconvenience to you, but under the circumstances there is no other course open to me.

'If I may make a suggestion I think Myles Redmond, No.2, St. John's, would be willing to oblige you. '"

The following resolution was adopted on the motion of Mr. O'Byrne, seconded by the Chairman:- "That Mr. Myles Redmond,



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Secondary Teacher, 2, St. John's Road, Wexford, be appointed Examiner for Irish, English and Arithmetic in connection with forthcoming examination for appointment of Clerical Assistant, County Council Offices; Remuneration for setting papers and marking pupils' examination sheets to be one guinea for each paper. "That examination for Shorthand and typing ~~Examination~~ be set by the Secretary to the Council who will also mark pupils' examination Sheets."

#### PRINTING ABSTRACTS OF ACCOUNTS

Tenders were received for printing 50 copies of abstract of County Council accounts for two half years ended 30th September, 1929, as follows:-

"Free Press" Newspaper: £10: 10: Od and

"The People" Newspaper: £22: 17: Od

The following resolution was adopted on the motion of Mr. Hall, seconded by Mr. O'Byrne:- "That the tender of "Free Press", Newspaper for printing Abstract of Accounts of County Council as per quotation of 24th January, 1930, viz., £10: 10: Od be accepted."

#### SCHOLARSHIP SCHEMES

Under date 28th January, 1930, Miss Margaret Berney, (B.Com). University Student, wrote that she was sorry the Council did not see its way to agree to her staying out of Loreto Hall while in receipt of a Scholarship. She asked the Council to reconsider their decision for the following reasons. Residents in Loreto Hall who have lived there for three years usually leave on graduation as the Halls of Residence are primarily intended for undergraduates. The Hall was certainly full as it is. The alternative to a Hall was a boarding house approved by the College authorities and the house in which she resided at present belonged to that category. It would be a great convenience for her to be allowed to reside with her sister in this approved place.



It was decided that in the circumstances if Miss Berney can furnish approval of the Dean of Residence to her present residence the Council will be recommended to allow her to reside there for the period covering the balance of her scholarship.

In connection with Primary Scholarship Scheme, Mr. Hall proposed and Mr. O'Byrne seconded the following resolution:- "That we request the Department of Education to forward their sanction to the Primary Scholarship Scheme furnished by Wexford County Council. Those concerned, particularly intending candidates, have made repeated applications to County Council for copies of Scheme.

INDUSTRIAL SCHOOL APPLICATION

Mr. D. Doran, District Court Clerk, Enniscorthy, wrote that application would be made to the Enniscorthy District Juvenile Court on 6th February for the committal of Patrick Power, 12 years old and James Power, 10 years old to Artane Industrial School under section 58 of the Children Act 1908. The children are orphans and are at present in the County Home.

Referred to Mr. Elgee, County Council Solicitor.

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The following resolution was adopted on the motion of Mr. Hall, seconded by Mr. O'Byrne:- "That the Minutes of Finance Committee in respect of meeting held on 30th January, 1930, be received and considered."

After some discussion on subjects dealt with at Finance Committee meeting the following resolution was adopted on the motion of Mr. Cummins, seconded by Mr. O'Byrne:-

"That the Minutes of Finance Committee in respect of meeting held on 30th January, 1930, be and are hereby confirmed!"

Roads Committee:-

The Minutes of Roads' Committee in respect of meeting held on 27th January, 1930, were submitted as follows:-



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The monthly meeting of the Roads' Committee was held in County Council Chamber, Wexford, on 27th January, 1930.

Present:- Colonel Gibbon, Vice Chairman and subsequently Mr. M. Doyle, Chairman, presiding. Also:- Messrs Patrick Colfer, John J. Culleton, T. F. D.'Arcy, P. Hayes, Thomas McCarthy; Sean O'Byrne, M. M. Roche, James Shannon, M. Smyth, James Hall, Colonel Quin and W. P. Keegan.

The Secretary, the County Surveyor, the six Assistant Surveyors and Mr. Elgee, Solicitor, were also in attendance.

The Minutes of last meeting were read and confirmed.

#### COUNTY SURVEYOR'S REPORT

The following monthly report was read from the County Surveyor:-

Mr. Elgee has handed me copy of letter received by him from Messrs Hull and Company with reference to Wexford-Ferry-carrig Road Contract. This letter is in reply to one from Mr. Elgee notifying that the Council require Messrs Hull to have the road opened for traffic on the 2nd proximo. In my opinion the letter is simply an attempt to evade liability by special pleading. No doubt there were causes for some delay, particularly the recent very bad weather, but the main point is that the work has been, and is now being, carried out without proper organisation. I am quite satisfied that the work could have been completed early in December allowing for some hold up at the commencement. I wish to point out that the Tender was accepted by the County Council on the 29th July, and yet it was not until 20th August that the Contractor signed his Bond. This delay was entirely the Contractor's own fault. As regards the sand the Contractor was informed when getting the first lot from the Pit that it would be subject to test, and his statement now "that he was in a worse position than when he started"



~~when he started~~ is not correct as I allowed the sand to be used in all works except the slab, which he was not ready to put in at the time. There was no hold up on the Machinery by us, as we supplied the machines on date arranged by the Contractor. From the Contractor's own statement there was delay by the Makers in forwarding reinforcement, and his long statement regarding makes is merely an excuse, as he was not in a position to use it even if it were on the ground. He claims that there was delay owing to extra concrete culvert, and additional drainage works. The additional drainage works were very trifling, and as regards culvert, it and the specified one were completed almost on the same day, and no slab work could have been put in before this was done.

'The Contractor now amends his attitude in regard to extension of time for completion, and I have discussed this matter with the Secretary and Solicitor, and we recommend the adoption of resolution which will be submitted covering application to the Minister of Local Government.

'By direction of the County Council I forwarded to the Local Government Department Specification for the Rosslare Road improvement work. On the 24th instant Mr. Quigley, Chief Engineer, attended in Wexford, and with the Secretary and myself discussed the whole matter. He has recommended some changes, and amongst others he has directed that we proceed at once in putting in drainage, doing necessary alteration of corners, and widening work. This will leave the work to be done by the Contractor merely and entirely confined to the road surfacing. I have made arrangements to at once start the alteration of corners, and the putting in of drains. It will be necessary to at once make arrangements for application to the Minister for power to close the road.

'On the 20th instant, by appointment, I met the District Engineer of the Railway Company at Chapel with reference to reconstruction of the over Bridge. Mr. Patterson informed me that it will be necessary to close the road to traffic for in or about



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a week, and application should be made to the Local Government Department for sanction. I have not yet received from the Railway Company particulars as to the exact date, but if you authorise issue of advertisement, and application to the Minister, this can be done when we receive notice of the dates.

'I have arranged for the Committee appointed by the Council to visit Kilmore on Wednesday next, 29th instant, on which date the tide will serve, and shall later report on result of inspection.

'In reply to advertisement I have received a large number (23/23) of applications for the job of Clerk-of-Works on the Wexford Courthouse Reconstruction, and shall submit these for your consideration. It is practically impossible from the applications received to make a selection as a number of the candidates appear to have very good qualifications, and the selection should, therefore, depend on the personality of the candidate. In my opinion Mr. Henry Foy, Dublin, is the best qualified, but there are a number of others who certainly would, in my view, be satisfactory. Mr. John Armstrong, Duncormick, who was Clerk of Works on the Rosslare Water Works, Mr. Denis Hughes of Tomhaggard, George O'Reilly, Dublin and Mr. Thomas Millar, Curracloe, appear to be qualified. I do not by this exclude others, and shall be quite satisfied to abide by the selection of the Council, provided the candidate has sufficient experience to make the job a success. The work is, in some ways, intricate, and as the responsibility for its proper completion rests upon me, I must ask that only a good man be selected.

'In connection with the work at the Old Jail I have had returned to me by the Quantity Surveyor, cheque lodged for Bill of Quantities. There was no Tender put in by this Contractor, and he applies to have the money returned to him. This is a matter entirely in your hands.

'As you are no doubt aware the Rosslare Cliff Road is being badly damaged, and consequently being rendered more dangerous. The



Insurance Company refuses to give us a Policy covering third party risks, and I ask for authority to make application to other Firms.

'I have received notification from Assistant Surveyors regarding houses being built within the prescribed limits of the County Road. One of these is on Road 268, and the other on Road No.611. In both cases persons building houses have been notified.

'I submit for your consideration, Estimate for Public Works for the coming year.'

The following resolution was adopted on the motion of Colonel Quin, seconded by Mr. Hall:- "That the report of County Surveyor be received and considered."

Wexford-Ferrycarrig Road

The following, under date 21st January, 1930, was read from Messrs A. Hull & Co.,:-

"We are in receipt of your letter of the 15th instant, and note that your Council do not intend to apply for an extension of the time allowed for closing this road.

'We do not know how this will affect us, but we suppose it can only place yet another difficulty in the way of the completion of our Contract.

'We wonder if your Council realize the extraordinary series of obstacles we have encountered in connection with this work. We have never known a Contract in the execution of which we have experienced so many set backs right from the commencement, or where the circumstances have turned out to be so unfavourable to rapid progress.

'The Conditions of Contract called for the completion of the Road by the 1st December. The Conditions are dated June 24th. and it seems probable that when these Conditions were drawn up, it was assumed that the work would be commenced early in July. The Tenders were, however, not required to be lodged until the 18th July,



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and our Contract was not signed until the 20th August five and a half weeks after our tender was submitted. We actually commenced work on the previous day, Monday, August 19th.

'We made arrangements for our supply of sand with Messrs McCormack & Hegarty, who quoted us for sand which they described as "same as previously used on Wexford-Enniscorthy Road," and deliveries were commenced on September 3<sup>rd</sup>. This sand was subsequently inspected and approved of by Major Musgrave, in the Cement Marketing Co.'s Concrete expert. On October 16th. we received a letter from the Surveyor informing us that the sand had been tested and found not up to standard and could not be accepted. Although greatly surprised at this, we at once took steps to secure another supply, and on October 18th. we placed an order with Mr. Patrick Donovan for our requirements. He did not give us his first delivery until October 25th. so that seven and a half weeks after we had commenced stocking the Road with sand we found ourselves in a worse position than when we started as we had now about 240 tons of rejected sand in small heaps along the Road, which had to be moved out of the way.

"As provided for in our Contract, the Surveyor wrote us on the 6th August giving particulars of quarry machinery &c., available, and stating terms of hirage. We wrote accepting his offer on 10th August, but it was not until September 1st. three weeks later, that the plant was available for working at the Quarry.

'Clause 20 of the Specification states "It may be found desirable to lay stretches in reinforced concrete," and Clause 21 refers to "the possibility of reinforcing short stretches". The wording of these Clauses led us to believe, when estimating, that the amount of reinforced concrete required, if any, would be small. However, when our tender was accepted we were informed that the whole of the Road from start to finish was to be reinforced. As directed in Clause 21 we had mentioned in our



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tender the type of reinforcement we proposed, namely, expanded metal.

'On September 2nd. our travelling Foreman remarked to the Assistant Surveyor that we were ordering on the reinforcement. The Assistant Surveyor then gave instructions that we were to wait until we received further orders from the Surveyor on the matter. A fortnight later on September 17th, the Surveyor directed our travelling Foreman to obtain alternative quotations for other types of reinforcement from the Maxwelld and B.R.C. Companies. Realising that the matter was now urgent, our Foreman telephoned the Surveyor's instructions to our Office in Dublin, and the same day we posted particulars to the two Firms mentioned. We heard from the Maxwelld Company on September 20th. but did not receive a reply from the B.R.C. Company until September 30th, when we immediately wrote to the Surveyor acquainting him with the results of our enquiries. We also informed the Surveyor in the same letter that in order to avoid further delay we had taken it upon ourselves to order on sufficient expanded metal for the first half mile of Road, but that we would not order any more reinforcement until we learned his wishes in this connection. We received no reply to this letter, and it was not until October 18th. six and a half weeks after the question was raised, that we received verbal instructions to use the type of reinforcement which we had originally suggested. Incidentally we might mention that we did not receive the first consignment of expended metal until three weeks after the date of ordering; a most unusual occurrence.

'As already stated, we commenced our work on August 19th. Two portions of the Road each about a quarter of a mile long were closed to the public and handed over to us on August 28th. A further portion a little under a mile in length was handed over to us on November 1st. We were about to commence concreting the latter portion on December 12th, but were not allowed to do so by the Surveyor until yesterday, January 20th. Of course we fully realize that the Surveyor is empowered by Clauses 4 and 5 of the



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of the Conditions of Contract to decide points of commencement &c., and to postpone portions of the work as he may think fit. We do, however, respectfully submit that we are entitled to some extension of time on this account, as is implied in Clause 5 above referred to.

'In the course of our work we have been directed to construct an extra concrete culvert, and to carry out certain additional drainage works, all of which have taken some time to execute. We feel that these items also should be taken into consideration.

'One of the most adverse factors we have had to contend with has been the weather. Up to the present time we have only had fifteen days on which our concrete slab work was not held up by either heavy rain or frost. To add to our difficulties on two occasions when the weather was favourable we were held <sup>up</sup> by the Concrete mixer which we hired from your Council breaking down, and by Messrs Staffords running short of cement.

'In addition to the matters already referred to, we have experienced a great many minor delays through other unforeseen and uncontrollable circumstances. Tarpaulins which we ordered on 21st November last from a Firm whose address was given us by your Surveyor, have not yet come to hand. Our transport vehicles have developed a most abnormal series of mechanical defects since they went to Wexford. A new Fordson Tractor and two Trailers which we ordered on October 2nd. especially to expedite matters, were not delivered until November 6th. and a few weeks later one of the Trailers was completely wrecked in an accident, and the repairs took the makers a month to execute.

'The result of all this has been to turn an early autumn concrete road Contract into a Winter one, which is a very different proposition. Needless to say, we never anticipated anything of the sort when submitting our tender last July. Every week that passes means an additional £18 to £20 administration expenses to be added to the heavy losses which we are bound to sustain under the existing



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circumstances.

'We can assure you, that we are, and have been all along doing our best to push on with the work in the face of the most adverse conditions. We feel sure that if you will be good enough to put the facts as set forth in this letter before your Council they will reconsider their attitude towards us in connection with an extension of time allowed for closing this Road.'"

In reply to Colonel Gibbon, the County Surveyor, said as regards the section of the road from Wexford Bridge to Farnogue if things went on all right it would be finished in three weeks; but on Saturday evening he (County Surveyor) had to stop the work as the sand was not all right. The sand was taken out of the river Slaney but as they dug too deeply it was full of pieces of clay and if allowed in the work would spoil the whole thing. It would be about seven weeks before it would be open to traffic. The Section from Farnogue Terrace to Park was complete and open to traffic.

Colonel Gibbon said as regards the section from Park to Newtown Railway Bridge the County Surveyor told the last Roads' Committee meeting that the concreting would be finished before the end of February and that it would be open to traffic in March. He (Colonel Gibbon) estimated that the very earliest at which it could be open would be April.

The County Surveyor said he gave the minimum time provided there were no stops and that everything went well.

In reply to Colonel Gibbon, the County Surveyor said the concreting of the section - everything going well - would be finished in about a month. The earliest possible at which this section could be open would be the first of April with everything going like clock work. The portion from the Railway Bridge at Newtown to Ferrycarrig Bridge could be carried out at the same time as the stretch from Park to the Railway Bridge, because the work would be done in half widths and the road would not be closed.



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Colonel Gibbon - He has not got a mixer on the ground and therefore it is not likely that concreting would begin until the end of March.

The Chairman said that according to the statement of the County Surveyor they could not have the full contract finished sooner than 1st May.

The following resolution was then proposed by Colonel Gibbon, seconded by Mr. McCarthy:-

"That on behalf of the Wexford County Council we, the Roads' Committee, apply to the Minister for Local Government and Public Health for his Order to further extend the period for the closing of Road No.T.8(15) from Wexford Bridge to Farnogue and from corner of Park Lane to Newtown Bridge up to and including first day of May, 1930.

'This resolution is without prejudice to all rights which the Council have against Messrs Alex Hull & Co., Contractors for reconstruction of said road under their contract and is subject to the receipt of a written undertaking from said Contractors that they are prepared, in addition to any liabilities under their Contract, to pay to the Council the amount incurred by them for extra maintenance of back road from Ferrycarrig to Wexford (the alternative route provided) as from 1st December, 1929, to the date of completion of the Contract.'"

The County Surveyor stated that up to the present there had been £120 spent on the extra maintenance of the back road. It would cost about £800 in all to make it a fair road.

Mr. Hall said he would propose that application be not made to the Minister for Local Government for an extension to close the road to the 1st May. Had they any control over the Contractor or did they know when the road would be finished. They were wasting their time at meetings and their officials had been put to a great deal of unnecessary trouble and had imposed on them a great deal of extra work that should not have been imposed on them. He proposed that an extension be applied for up to 1st March but not beyond that



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date.

The County Surveyor said if he took up the road himself he would finish it by the 1st April.

Mr. Keegan proposed:- "That the County Council adhere to their original contract and hold the Contractor responsible according to the terms of his Contract."

Mr. Hall asked if they had no control over the Contractor as regards insisting on a date when the work should be finished.

The County Surveyor - Not except the penalty for not finishing by 1st December last.

Mr. Hall said in face of that he would withdraw his resolution.

The County Surveyor said he supposed that if the Contractor made delay beyond the first of May the Council could mandamus him in the superior Courts to have the road open.

Mr. Roche asked if they were liable to make any payments to the Contractor for the work when he did not complete it within the specified time.

The Chairman said they had the penalty clause.

Colonel Gibbon said it was really to protect themselves against claims by the public that they were asking for the extension to keep the road open.

The Chairman said that one excuse given by the Contractor, that his letter as to the reinforcement was unanswered, had some foundation and there was also some claims about the weather conditions. Beyond these, however, his Contract was not interfered with.

Mr. D'Arcy - If not complete by 1st May what can you do ?.

Mr. Elgee - You can mandamus him to complete the work.

Mr. Keegan challenged a vote on the motion of Colonel Gibbon.

This resulted as follows:-

For:- Messrs O'Byrne, D'Arcy, Smyth, Hayes, McCarthy, Quin, Gibbon, and the Chairman(8).

Against:- Messrs Colfer, Keegan, Culleton, Roche and Hall (5)

The Chairman declared the motion carried.

Mr. Shannon was not present when vote was taken.



### Wexford-Rosslare Road

It was decided, on the motion of Mr. O'Byrne, seconded by Mr. D'Arcy, that application be made to the Minister for Local Government & Public Health for an Order closing Road from Ashfield Cross to Etchingham's Rosslare, from 17th February, 1930, to 1st July, 1930; the alternate route being Ashfield via Tagoat via Ballybro (Nos. 17; 18 and 996).

### Overline Railway Bridges

It was decided on the motion of Mr. Hall, seconded by Mr. O'Byrne, that the Minister of Local Government and Public Health be asked to issue Order to close the road leading to Chapel Railway Station from the 22nd February to the 26th February inclusive to allow of reconstruction of Chapel Railway Bridge.

In connection with reconstruction of overbridges generally the following, under date 16th January, 1930, was read from the General Manager, Great Southern Railways (L.70863):-

"Your Council is aware that since the bridges carrying public roads over the Railway in your County were constructed, the weight and speed of vehicles using the roads has greatly increased.

'The Law dealing with the matter is somewhat involved, but it may be stated generally that, while the Railway Company have a right to prevent vehicles heavier than those for which a bridge was designed using the bridge the enforcement of this right is troublesome and expensive, and, if the right were exercised in every case, grave public inconvenience would be caused.

'Many bridges are already seriously overstressed and as the roads are made suitable for heavy traffic, more and more bridges will suffer from overloading. To secure the safety, both of the road traffic and the Railway traffic, and to avoid inconvenience to the public, such bridges should be renewed.

'Recent legal decisions have made it clear that the Railway Company is not under any legal obligation to renew or strengthen such a bridge to meet the requirements of modern traffic, and it



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would appear, therefore, that the cost of rendering the bridges suitable for modern traffic should be borne by the Highway Authority.

'A similar situation which has arisen in England has been met by the passing of the Bridges Act, 1929, which provides machinery for dividing the cost of the construction and upkeep of bridges suitable for modern traffic between the Railway Company and the Highway Authority.

'The Railway Company would welcome a joint approach to the Minister for Local Government for legislation on these lines, or, preferably, friendly negotiation on a similar basis, if the local authorities think legislation unnecessary. It is not for the Company to say how far grants out of the Road Fund could be made available in relief of any burdens assumed by the Local authorities in this matter, but it is felt that this phase of the question is one which on representation would necessarily receive the serious consideration of the Minister.

'I hope to be able to write you shortly giving some typical cases of bridges in the District under your administration where the question of overstressing is becoming an urgent one, and where the renewal of the bridges should, in the view of the Company, be contemplated at an early date.

'Any machinery devised should, of course, be made to apply not only to the bridge proper but to the approaches. It is, I think, felt that the character of the approaches to a bridge should be similar to that of the roads adjoining, but the application of modern methods of road construction and maintenance to the approaches and roadways over these bridges, while desirable from the point of view of the public, would impose upon the Company an expense which is in excess of their legal liability.

'I shall be glad to hear that you are taking an early opportunity of bringing the matter to the notice of your Council, and perhaps you will advise me, when the Council has considered



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The question, whether they are prepared to meet the Company's representative to discuss the matter.'"

The Chairman said this was a metter in which they should have the advice of their Solicitor and it was decided to refer the matter to Mr. Elgee.

The following under date 8th January (D.E.C.19/60/31175) was read from the Deputy Chief Engineer, Great Southern Railways:-

'It is necessary that this Company shall renew the super-structure of Overbridge No.370 at the 94 M.P. and Overbridge No. 378 at the 89 $\frac{3}{4}$  M.P. both on the New Ross Branch.

'These Bridges are both almost identical in span and width to Sparrowsland Bridge which was renewed some three years ago and to which your Council contributed the sum of £86 representing the estimated difference in cost between a bridge to carry the same loads as the original, and a similar bridge designed to carry present day traffic up to the British Standard loadings.

'I should be glad to hear from you that your Council is prepared to contribute a similar sum in respect of each of these two Bridges to that they can be renewed to suit present day traffic.

'As it is necessary to put the work of renewal of both these bridges in hands very shortly, I should be glad of an early reply.'"

The County Surveyor said he had written to the Engineer of the Railway Co., asking him to give him the exact positions of these bridges.

It was decided to adjourn consideration of the application until this information was forthcoming and until the advice of Mr. Elgee, Solicitor, as to the liability of the Council had been considered by the Council.

Colonel Gibbon said if anything was being done to railway bridges generally they should try and have the three blind corners near Wellingtonbridge remedied. They were regular death traps and



the place from the point of view of safety should be remodelled.  
Clerk of Works Old Jail.

The meeting having dealt with the various applications  
a vote was taken with the following result:-

- For John Armstrong (Dunsoormack):- Messrs Hall, Gibbon, Quin,  
and the Chairman.....4.  
For W. Furlong (Kilmore Quay):- Messrs McCarthy, Roche, Culleton,  
Smyth, Keegan, D'Arcy and O'Byrne.....7  
For Denis Hughes (Tomhaggard):- Mr. Shannon.....1  
For Thomas Hendrick, (Coolcots, Wexford):- Mr. Hayes.....1  
For James Kenny, (Campile):- P. Colfer.....1

It was then decided to eliminate Hughes, Hendrick and Kenny  
and a vote was taken between Armstrong and Furlong.

- For Armstrong:- Messrs Gibbon, Quin, Hall, Shannon, Hayes,  
Colfer, and the Chairman.....7  
For Furlong :- Messrs McCarthy, Roche, Culleton, Smyth, Keegan,  
and D'Arcy and O'Byrne.....7

The Chairman said he would not exercise his casting vote  
except at the request of the meeting and the members having  
requested him to do so he voted for Armstrong who was then  
declared appointed

#### Return of Deposit

The County Surveyor said that the Contractor who had failed  
to lodge his tender for reconstruction of Old Jail was Thomas  
O'Toole of Arklow.

On the motion of Colonel Quin, seconded by the Chairman, it  
was decided that the deposit should be retained and lodged to  
the credit of the Council. .

The following under date 24th January, 1930, was read from  
Mr. Elgee, Solicitor:-

"Messrs O'Keefe & Lynch, Solicitors of Captain Redmond,  
have written to me asking what the Council proposed to do now  
that they have decided to rebuild the Courthouse on the old  
Jail Premises, or if they now propose to purchase out Captain



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Redmond's interest in the old Courthouse.

'I will be glad to know if I may go on with the purchase of the rents, and if, so from what source the Purchase Money is to come from'

The following resolution was adopted on the motion of Mr. O'Byrne, seconded by Mr. Hall:-

"That the County Council be recommended to apply to their Treasurer for advance of the necessary <sup>loan</sup> to purchase the interest of the ground landlords of Old Courthouse site "

Rosslare Cliff Road

The following, under date 22nd January, 1930, was read from the Hon. Secretary, Rosslare Tourist and Development Association:-

"I am directed by the above Association to draw the attention of the Council to the very dangerous state of the County Cliff Road at Rosslare Strand.

'As the Council is aware, the road is in a very bad way, and its condition is continually growing worse owing to the fact that no trouble has been taken to prevent the surface water from the road, and worst of all the overflow from the reservoir, from taking its own course, with the result that the face of the cliff is being softened and is continually slipping into the sea. When this material reaches the sea level it is washed away.

'If something is not soon done with this road and cliff, it will be washed away and in all <sup>or</sup> probability the newly erected reservoir will share its fate.

'The suggestion of an expert was, that the cliff should be dressed off to a slope, and properly drained. This would he said have the effect of saving the land and reservoir, as well as helping to stop the erosion.

'The Association is sure that the Council will not neglect this road any longer, as it serves a considerable number of houses, whose contribution to the revenue of the County is no



mean sum!"

Colonel Gibbon said they should deal with the whole question of the erosion at Rosslare. He and Mr. Roche attended the meeting of delegates from the County Council, Wexford Corporation, Wexford Harbour Board and the Rosslare Development Association as Representatives of the County Council. The report of Mr. Delap, Engineer, was before the Conference and the County Council delegates were closely questioned as to the attitude of the County Council. He and Mr. Roche pointed out that they were attending entirely as delegates from the Council and could not commit the latter in any way. Mr. Delap's report contained very serious statements. It pointed out that no matter what steps were taken to protect Rosslare Strand unless the Cliff Road on which the Reservoir was situate was safeguarded any other works would become useless. The encroachment would continue around the back of any groynes that would be erected. Mr. Barry agreed with that opinion and if the Roads' Committee admitted that portion of the Cliff with which they were concerned was all important they would have to consider very seriously the references made thereto in Mr. Delap's report. First the drainage of the road was allowed to run down the face of the cliff without check and was making the cliff into a sort of sponge. It was washing away the surface which fell down on the beach and which was afterwards removed by the tide. Mr. Delap also pointed out that the overflow of the Reservoir was allowed to pour down the face of the Cliff without any protection and it was not necessary to be an engineer to realise that if water be allowed to run down in large quantities on such a surface it would soon eat it away. Not only that but when testing was taking place the full flow of the reservoir was allowed to flow down over the unprotected cliff. Mr. Delap proposed that groynes should be built of concrete bars to allow of their being raised as the sand came in. Mr. Delap estimated the initial expenses at £1500 with an annual upkeep of



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of £1500. This was merely experimental and Mr. Delap thought if the encroachment would continue there was no saying how far it would go. The protection to Wexford harbour would be removed and although a bar might be created inside Wexford Harbour to replace the bit of land at the Fort yet the sand that would be driven in would be no protection to the north slob and it was Mr. Delap's opinion that with the first heavy gales from E.S. E. or S. there was grave danger of the north Slob embankment being breached. He (Colonel Gibbon) made it clear to the meeting that the County Council had no power to spend money on coast erosion and the repair of the road was a matter that would have to be decided on the report of the County Surveyor.

Mr. Roche said that it appeared the meeting wanted the friendly cooperation of the County Council to help them to obtain a Government grant for the work.

The Chairman asked where were the County Council to find the £1500 of initial expenditure for the protection of the Cliff Road.

Colonel Gibbon said the idea of the Conference meeting was to try and get this by Government grant. Someone had suggested that the Rosslare people themselves should raise a certain sum. Mr. Kelly, of the Hotel, was making some experimental groynes with sand bags to see how the sand collects and according to him the Rosslare people were really doing something. According to Mr. Delap they would not get to do much with the present Cliff road. It would have to be put further back but the existing roadway would have to be protected by creating a slope of 2 to 1 and putting in proper drainage. The <sup>toe</sup> ~~two~~ would also have to be properly protected. The total cost of that would be roughly not less than £3000. (Colonel Gibbon then quoted several paragraphs from Mr. Delap's report).

The County Surveyor said the primary cause of the trouble was when the sea began cutting in at the toe of the bank. It was



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then impossible to prevent the water getting into the slope. Nothing could be done there unless a proper protection for the toe was provided for 200 or 300 yards,

The Chairman asked what about the lower portion of the shore going towards Ballygeary ?. What value to the section from the head of the road to the battery would the protection of the toe at the Cliff road be ?.

Colonel Gibbon said unless they protected the 300 yards referred to by the County Surveyor the whole road and the Reservoir would go as the encroachment would get at the back of any groynes which would be laid down.

Colonel Gibbon proposed:- "That the County Surveyor be directed to immediately go into the whole matter of the proposals made in the report of Mr. Delap and report on them with an estimate of cost as soon as possible; this report and estimate to be considered at next meeting of the Council. That after consideration of report of County Surveyor the Council, if they consider this course advisable, forward proposals to the Government with a view to obtaining a Government grant. That the Tourist Association be communicated with and they be also requested to make representations to the Government. We are of opinion that an expenditure of £3000 for the protection of the whole coast line should not fall on Wexford Ratepayers only. That if the wishes of the Joint meeting as to Coast Erosion Commission arranging for local sittings be agreed to the Chairman and other members of the Council be requested to submit evidence. Failing this and the Joint Committee deciding to send a deputation to the Government to interview Ministers with a view to securing a grant the delegate<sup>s</sup> from the County Council be the Chairman and Messrs R. Corish and M. Jordan, T.D's, who are also members of the Council, and who are to be accompanied by the County Surveyor."

Colonel Quin seconded.

The Chairman said he had no ambition to act on the deputation. He would be glad to help Rosslare if possible but he would not



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advocate the expenditure of a tremendous amount of money from the ratepayers.

Mr. D'Arcy - This should be government work absolutely.

The Chairman said that from Ballygeary Railway Station to Rosehill there were acres and acres of land which had been washed away for the last ten or twelve years and the owners made every move possible to get rid of payment of annuity for the portion which had been washed away but they were still paying for that land which had gone out into the sea. The Council had made no effort whatever to protect the land of these people - not the least. When Rosslare was threatened there was a great rumpus but the Council never looked into the case of these isolated ratepayers to whom he referred, altho he was sure they had as just a case - probably more just than Rosslare had to-day - as they were paying for land which had been washed into the sea years ago. Now when they had an extra bad winter and some of the place is washed away Rosslare appeared to get frightened and there is a tremendous rumpus got up over it. He would be very glad to help to save Rosslare if it could be done but not at the expense of the ratepayers. Coast erosion was a National question and could not be attended to by taxing the few ratepayers in the County Wexford. If a calamity befel these ratepayers Rosslare would look on and smile.

In reply to Mr. O'Byrne, the County Surveyor said that some years ago the Government had given a grant of £2000 to help to provide concrete blocks for Courtown the County Council putting up £1000. As regards the recent damage the Government declined to give anything .

Mr. Roche - I asked the Joint meeting the question if they were asking any money from the County Council and they said not. All they want is ~~the~~ co-operation of the Council to get the Government grant.



The County Surveyor said that there was an important point to be considered - If they were to lay down protection works along the 300 or 350 yards at Cliff Road and no work was done northward of that it would be making bad worse as they would hold all the shingle and prevent any of it from going up. He held that the protection of the coast from erosion was a national work.

Mr. O'Byrne said there were several other places, notably Courtown and Cahore suffering from erosion. The County Surveyor should make a detailed report in regard to these places and the attention of the Coast erosion Commission should be called to these places. The deputation if received by the Government should also call attention to them. The portion of Mr. Delap's report relative to the Reservoir should be sent the Health Board.

The Chairman said that they should ask Mr. Flood, Engineer of the Health Board to attend the next meeting of the County Council as the references to the Reservoir in the report were an attack on him. He (Chairman) thought there was a good deal of making a mountain out of a molehill in this matter.

After further discussion the resolution proposed by Colonel Gibbon was adopted and it was also decided to invite Mr. Flood, Engineer to County Board of Health, to attend next meeting of the County Council.

#### Building within prescribed limits

The County Surveyor said that Mr. Ennis, Assistant Surveyor, had reported to him that James Johnston, Templeshanbo, had erected a small timber and iron structure for shop and post office at the junction of Roads 231 and 268 known as Thorpe's Cross.

Mr. Ennis submitted letter from Johnston stating he would have the structure removed in 15 feet which was as far as he could go. In reply to a query, Mr. Ennis said he regarded the building as an obstruction. Even if put back 30 feet it would obstruct the view.

The following resolution was adopted:-



"That James Johnston, Templeshanbo, be required to move timber and iron structure at Templeshanbo recently erected by him to a distance of at least 30 yards from the centre of roads 231 and 268 or otherwise remove the building entirely from the site!"

Mr. Birthistle, Assistant Surveyor, reported that on 22nd January he found Timothy Devereux building a shed within the prescribed limits on Road No. 611c between Ballyeaton and Mountainmuck. The shed was adjoining the road and work on it was started a few days ago. Devereux was informed by Mr. Birthistle that the latter would have to report the matter to the County Council. The building could not be moved back. The structure was no obstruction to the road and did not interfere with the view.

It was decided, Colonel Quin dissenting, to take no action.

Estimate of Public Works for financial year 1930-31

Colonel Gibbon proposed and Colonel Quin seconded the following resolution which was adopted nem.con.:- "That details of Estimate for Public Works be circulated by the County Surveyor to the Councillors and that they be considered at the meeting of the Council to be held on 10th February, 1930."

The following resolution was adopted on the motion of Mr. O'Byrne, seconded by Mr. Hall:-

"That the report of County Surveyor as presented to this meeting be and is hereby adopted.

WEXFORD-KILMORE ROAD  
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Mr. Roche called attention to the condition of Wexford-Kilmore Road. In the vicinity of Silverspring there were pot holes nearly a foot and a half deep.

Mr. Birthistle said the pot holes on this road had been filled last week and now it was nearly as bad as ever. They had held the road fairly well up to October last but with the weather and traffic seagravel was not now able to maintain it. They had



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no material nearer <sup>than</sup> Kerlogue and this would be costly to bring ~~this~~ to the Kilmore Road. The traffic had doubled and a lot more material for its maintenance would be necessary. They could not keep it in good condition with bus and lorry traffic for the amount allowed.

It was decided to refer the matter to the County Surveyor.

Mr. Hayes said that most of the roads were in a very bad condition. The road from Bridgetown to Slad was up against Gurtins quarry and he could not see why the material in the quarry should not be used to repair this road which was in a very poor condition.

The County Surveyor said it was all a matter of money.

DEPARTMENT OF JUSTICE & CIRCUIT COURTS

Under date 17th January, 1930, the following (216/67) was read from the Department of Justice:-

"I am directed by the Minister for Justice to refer to your letters of the 17th ultimo and 9th instant on the subject of the proposal that sittings of the Circuit Court should be held in future in New Ross, Enniscorthy and Gorey, and to state that the matter was referred to the Rule-making Committee of the Circuit Court for their observations.

'I am to inform you that the Minister understands from the Rule-making Committee that the existing arrangement, by which the sittings are held in Wexford only, is adequate for the needs of the County and that it entails no great hardship on litigants legal practitioners or Jurors, and they therefore do not propose to make any change.'"

Mr. O'Byrne said the General Council of County Councils were making representations to the Government as to the great inconvenience caused the public by having the Circuit court held in the one town in the County and he suggested consideration of the letter from the Department of Justice should be adjourned until a report had been received in the matter from the General



Council of County Councils.

This suggestion was adopted

#### CLAIM FOR MAINTENANCE: PAYMENT FOR ROAD CONTRACTS

Under date 16th January Mr. Thomas B. Dunbar, Solicitor, Enniscorthy, wrote, that he had been consulted by Mr. John Leonard in connection with Road Contracts for Nos. 270E; 269E and 275E from 1st April 1926 to 31st March, 1929. The Contract was carried out in compliance with the specification for the first two years but owing to the default of the Council no material was prepared in the quarry as prescribed by the specification for the last year's work and consequently Mr. Leonard calculated he was at the loss of £13: 19: 0d which he would have earned if allowed to complete his contract. Before instituting proceedings he wished to know what the Council intend doing in the matter.

After statements from the County Surveyor and Mr. Cullen, Assistant Surveyor for the district, it was decided to instruct Mr. Elgee, Solicitor, to defend any proceedings which may be instituted by John Leonard against the County Council in reference to Road Contracts.

#### SLIPPERY ROADS

A resolution was read from the Camolin Branch of the Farmers' Union calling attention to the number of accidents caused by animals falling and vehicles being damaged and persons injured owing to the dangerously slippery condition of the main roads. As five or six such accidents had occurred in the Camolin District the resolution called on the County Council to put screenings on each side of the roads so as to make them safe for traffic. In many cases the cost of the repair of injured carts was more than the amount of the Rates paid by the farmer.

The Chairman said the County Surveyor should look into this matter and provide some screenings for the neighbourhood of Camolin.



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Mr. Treanor said that screenings had been provided but the road was as bad as ever in a week. These screenings cost 10/- a load.

Mr. Hall also called attention to the Scarawalsh road.

The County Surveyor was directed to see if he could possibly meet the two complaints.

FORD-OF-LYNG

In reply to the Chairman, Mr. Elgee said he had not yet been able to discover the names of the Slob Commissioners and until he had that information there was no one against whom he could proceed.

The Chairman said it was surprising if no one was responsible.

Colonel Gibbon said he had been over the ~~hill~~ of Rathdowney one day during the week and it struck him that the whole surface on which the weeds grew had risen by about two feet since he was there previously. It might well be within measurable time when the bridge at Rathdowney would be closed up and when the water would be always flowing over the roadway.

Mr. Elgee said the only thing he could suggest was to see Counsel and explain to him what had arisen since he gave his last opinion and see if he could suggest anything. The little bit of bog in question is derelict.

Mr. O'Byrne could not see why the Council could not proceed against the people who were benefiting by the Slob lands.

Mr. Elgee said it was in Court several times in the old days.

The Chairman said as far as he could remember proceedings in petty sessions at Killinick were the only ones ever taken.

Colonel Gibbon asked if they could approach the Government to compel the Slob owners to appoint Commissioners.

Mr. Elgee, Solicitor, said that the Government had informed Mr. Corish, T.D. that they had nothing to do with the matter.

Chairman - Is there no way in view of the Act of Parliament by which you can take proceedings against people for flooding the



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the adjacent roads and damaging the surrounding lands.

Mr. Elgee - Only against the Commissioners named under the Act.

In reply to a query he said that the Meldon people looked after the canal at present.

Colonel Gibbon pointed out that according to the Act the Slob people should set up a Board of Commissioners who were to be responsible in seeing that the terms of the Act were carried out as regards drainage etc. So far as he could see no Commissioners were appointed except in the beginning and none were in existence or under appointment at the present time. His suggestion was to get the Government to compel the appointment of Commissioners.

Mr. O'Byrne said that the County Council had decided to take Court proceedings against the owners of the Slob but instead of that Counsel's opinion was obtained without any order of the Council. They had been discussing this matter very closely for the past two or three years and could get no further and in the meantime the people who owned the Slob were inflicting hardship on the whole district and flooding the roads. If this were done by an unfortunate farmer the Council would have had him in jail <sup>long</sup> last since.

Mr. Elgee said when he was given instructions to proceed against the owners of the Slob he had - in the ordinary course - to send the papers to Counsel to settle the summons. Counsel pointed out that the occupiers of the Slob were not responsible and that the proceedings should be against the Commissioners but the latter were not in existence.

The Chairman said that the place causing the trouble belonged to the owners of the Slob and Mr. Elgee could prove they were responsible.

Colonel Gibbon proposed:- "That we apply to the Department of Justice (or whatever other Department is responsible) and ask them to have Commissioners appointed under the Slob Act."

Colonel Quin seconded and the resolution was adopted.



The Chairman said he could not understand that a mere disclaimer from the Slob people prevented Mr. Elgee taking proceedings. They said this was not their property but he (the Chairman) knew it was their property and remembered well when they cut the sedge there and prevented anyone else interfering with it. Why not compel them to remove the obstruction.

Mr. Elgee - If I can find the Commissioners I would have a writ served on them to-morrow but until they are found I cannot move.

Chairman - The Slob people own the place where the obstruction occurs and I cannot see why they should not be compelled to remove it.

Mr. Culleton said that Mr. Joyce, Summerseat, Drinagh, was the Secretary to the Commissioners and acted for them.

Mr. Elgee questioned this and said that Mr. Joyce was only Manager for the owners of the Slob

#### PETROL PUMP LICENCES

Applications for licences for erection of petrol pumps from Mrs Mary Murphy, 6, Island Road, Enniscorthy, and Thomas Strettan, Castle Hill, Enniscorthy, were adjourned for reports from County Surveyor.

#### MATERIAL ON PRIVATE LANE

The following, under date 8th January, 1929, from Mr. Treanor, Assistant Surveyor, was referred to the Roads' Committee from the last meeting of the County Council:-

"On 7th instant I found machine broken stone from County Council Quarry in Clologue spread on Mr. Mogue Doyle's lane adjoining public road No. 198. I was not able to estimate quantity spread as a lot of gravelly slig had been used to cover it up.

'Mr. Doyle's address is Clonee, Camolin, and I have written him I am reporting matter to you.'"



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Under date 11th January, 1930, Mr Treanor wrote:-

"I wrote you on 9th instant re above and to-day saw Mr. Doyle who explained how material was there. It seems lane was badly torn by recent floods and surface swept down to Road 198. He gathered washings and put back on lane and admits using two loads of Council's material to repair end of lane adjoining road.

'I am satisfied with his explanation and do not consider we should proceed further in the matter.'"

After discussion, in view of the special circumstances of the case, it was decided, Colonel Quin dissenting, to take no action.

#### NEGLECT OF HEDGE CUTTING

It was decided that Mr. Elgee, Solicitor, communicate with the following who had been reported by Mr. Kehoe, Assistant Surveyor, as having failed, after notice, to cut hedges adjoining roads and which were causing damage to same:-

John Keane, Blackhall, Bannow.

James Pierce, Newtown, Wellingtonbridge.

Andrew and Catherine Forest, Wellingtonbridge.

William J. Crosbie, Graigue, Bannow.

Alice and Ellen Daly, Waddingtown, Cleariestown

Unless they act on directions from Mr. Elgee they will be prosecuted.

#### DREDGING AT COURTTOWN & KILMORE

Under date 13th January, 1930, Mr. P. Donovan, 13, High Street, Wexford, wrote that he could give an all-in tender for deepening Courtown Basin and entrance and for Kilmore Harbour as he had plant to deal with 800 yards spoil weekly and deposit same at sea. He was prepared to do a good cheap job.

No order



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CAMPILE-BALLYSALLAGH ROAD Nos.789; 790;839

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Under date 20th January, 1930, letter (R/RD/32) from the Department of Local Government (Roads) to the County Surveyor was read. It pointed out that as regards the classification of above road which the Council were anxious should be included in the "link" class no alterations should be made in Road Classifications for year 1930-31.

BRIDGE AT CORAH

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Mr. Shannon stated that a couple of men had represented to him that the sides of the bridge at Corah on road from Ballyduff to Tombrack were falling.

Mr. Ennis, Assistant Surveyor, said this bridge was on a by-road. The walls were down for practically as long as he had the road under his charge. It was a job that he would have to do sometime.

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The following resolution was adopted on the motion of Mr. O'Byrne, seconded by Mr. Hall:- "That the Minutes of Roads Committee for meeting held on 27th January, 1930, be received and considered".

Wexford-Ferrycarrig Road

(This matter was taken in Committee).

Under date 5th February, 1930, (R/IR/107/1) the Local Government Department (Roads) forwarded Order of the Minister empowering the Council to close above Road to the 1st day of May, 1930.

The following resolution was adopted on the motion of Mr. O'Byrne, seconded by Mr. Hall:- "That as application to the Minister for Local Government and Public Health for Order enabling the Council to close the road from Wexford to Ferrycarrig to 1st May, 1930, was contingent on the receipt of a written undertaking from Messrs A. Hull & Co., Contractors for reconstruction of said road, and which is not yet at hand, we hereby instruct our Secretary to take no steps to comply with the provisions of Articles 5 and 6 of the closing of Roads (Public Bodies) Regulations until such time as the Contractors have given said written undertaking that they are prepared, in addition to any liabilities under their contract, to pay to the Council the amount incurred by them for extra maintenance of back road from Ferrycarrig to Wexford (the alternative route) as from 1st December, 1929, to the date of completion of the Contract.

Mr. Hayes asked if the County Surveyor had received any complaint that on Tuesday, 28th January, 1930, the Clerk of Works (Mr. Denis Whelan) had pointed out to Mr. Lawder, Mr. Hull's foreman, that frost was too heavy to allow of any concrete being laid but notwithstanding this the foreman kept on with the work. In the evening a storm of rain which would wash the cement out of the surface came on, and in spite of the directions of the Clerk



of Works Mr. Lawder continued with the concreting. He (Mr. Hayes) wished to know if the instructions of a Clerk of Works could be ignored in this manner.

The County Surveyor said he had the report of Mr. Whelan in this matter. He had written to the Contractor that if on further examination any portion of the road was found unsatisfactory it would have to come out. He had noticed the Contractor both verbally and in writing several times about this. The attention of Contractors' foreman had been called to several matters including the incidents referred to by Mr. Hayes.

In reply to Colonel Gibbon the County Surveyor said that more than half the work had been completed but the job would not be finished before the 1st May.

Mr. Hayes - What explanation did the foreman give you as to his defiance of the order of the Clerk of Works ?.

County Surveyor - He gave no explanation.

Mr. Hayes - Have you any guarantee that it will not occur again.

County Surveyor - No guarantee, but I have the pull in this way; - that any part of the road which is not satisfactory will have to come out.

Mr. Alex Hull, Contractor, then came before the meeting. He said that the question of the closing of the road and the carrying out of the work was in the hands of the County Surveyor. They were obliged to do everything that the Surveyor wished, with regard to the time and with regard to the character of the work. He could stop them or allow them to go on at his pleasure. To some extent he had done that and it was altogether outside the control of the Contractors as to what the County Surveyor may do in these matters. The principal reason for the delay had been the state of the weather. The "wet" this Winter had been greater than for the previous 40 years and one of the conditions of the contract was that they could not put down concrete when the weather was bad. They were doing the best they could and were most anxious to get the



the job finished. There was nothing to be gained from their point of view by holding up the job. They wrote a long letter to the Council explaining the delay. Mr. Hull then referred to the letter and to several clauses in the specification and said the Council could see the Contractors were entirely in the hands of the County Surveyor.

Mr. Elgee in reply to the Chairman, said it was 14 days from the time he sent the Contract to Mr. Hull for signature before he got it back. There was delay about the question of sureties after the tender had been accepted.

In reply to Colonel Gibbon, Mr. Hull said that there had been no delay in obtaining material since October.

Colonel Gibbon said that the weather did not prevent the material from being put out and he could not see why the Contractor could not have had a second mixer on the section from Farnogue to the New bridge and have the work done in reasonable time. The Sub Committee had arranged, that in order that the section nearest to Wexford should be opened without unde<sup>u</sup> delay, ferrocrete would be used on condition that the contractor would employ two mixers but for reasons of his own the Contractor did not put on two mixers and in consequence failed to get the work done in time and the road was closed for months to the great inconvenience of the public. The fact that the Contractors did not use a sufficient number of mixers was responsible for the delay and for the condition of the back road.

Mr. Hull said that three mixers had been employed on the section from Park to Ferrycarrig.

Colonel Gibbon - On that section only.

Mr. Hull - Why they were not on other sections I don't know but I know we have no power to do anything except what the County Surveyor instructs us to do.

Chairman (Mr. Doyle) Do you allege by that that the County Surveyor held you up to any extent?.

Mr. Hull - I do. It was his arrangement not ours. It was



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only within the last ten days I heard of any complaint as to the progress of the work. It amounts to this that we are only the servants of the County Surveyor. He could write and complain and he never complained.

The Chairman said it was news to the Council to hear from Mr. Hull that the County Surveyor had never mentioned anything about the delay in carrying out the work ~~as~~ or that the Contractor had exceeded the time limit.

The County Surveyor pointed out that he had written to the Contractor on the 20th November and had pointed out to him that the Contract should be finished by the 1st December and asked him what steps he proposed taking in the matter. Since then a formal notice had been sent to the Contractor about his failure to finish his Contract.

In the course of further discussion the Chairman pointed out that when the 12 miles of the road from Ferrycarrig to Enniscorthy were being concreted the work proceeded without a hitch and there was no trouble whatever with the Contractors. But in regard to the present small stretch of road half the time of the Council at every meeting was taken up discussing it.

The Chairman then asked Mr. Hull if he was prepared to be responsible for the cost of the maintenance of the back road from the 1st December to the completion of his Contract.

Mr. Hull said the delay in finishing the Contract was not his.

In reply to the Chairman, the County Surveyor said it would cost about £500 to restore the back road which would then—owing to the amount of material going into it to deal with present traffic—be in a better condition than would be needed for its normal traffic.

Mr. Hull said he would not be prepared to do as suggested.

The Chairman said this being the case they would proceed to the next business.

Subsequently it was suggested that the County Surveyor should see Mr. Hull with a view to ascertaining if he would be prepared to



make any offer to meet the cost of the extra maintenance on the back road from Ferrycarrig to Wexford.

The County Surveyor said that he had not been able to see Mr. Hull who had returned to Dublin but he had seen the Contractor's foreman (Mr. Thompson) to whom he had explained the position pointing out that the road could not be kept closed unless Mr. Hull was prepared to meet the Council and that it would cause endless trouble to the Contractor if traffic went on the road now. Mr. Thompson said he would put the matter before Mr. Hull. Meantime while he (County Surveyor) was at the job, the men handed in a round robin demanding an increase of wages from 8d to 10d per hour as from the 14th instant. If not granted they would cease work on the following day. Mr. Thompson told the men he would have to communicate with Dublin as to their demand. The men were paid <sup>s</sup>33/4d per week but no allowance was made them for broken time.

Mr. Gaul said the average wages of the men was 32/- per week and no allowance for broken time. On Friday evening when the men had finished laying the slab at 5 o'clock work was knocked off and half an hour's pay stopped from the men. This was what caused the whole ill felling.

Colonel Gibbon proposed:- "That the County Surveyor take immediate steps to get in touch with Mr. Hull, Contractor for Wexford-Ferrycarrig Road, either in Wexford or Dublin, as regards the proposals of the Council and if necessary after their consultation that a special meeting of the County Council be held to deal with the matter".

Colonel Quin seconded the resolution which was adopted.

#### Overline Bridges:-

The County Surveyor said that so far as he could ascertain only one bridge - that at Chapel - was dangerous and the Railway Company were about to reconstruct that so that it would take heavy traffic.



It was decided to inform the Railway Company that as suggested in the letter of their General Manager, their Representative, would attend the meeting of the Roads' Committee on the 24th instant in order to discuss the question of reconstruction of overline bridges.

Under date 5th February, 1930, the following was read from Mr. Elgee, Solicitor to the Council:-

"I have now looked into the question of the maintenance of the overline bridges carrying the public roads in the county as raised by the letter from the Railway Company of the 16th January. ult.

'By Section 46 of the Railways Clauses Act 1845, it is provided:- "That where a Road is carried over the Railway by a Bridge such Bridge with the approaches thereto shall be executed and at all times thereafter maintained at the expense of the Railway Company".

'It has been decided, by the House of Lords, in several cases, which came before them, that where a Bridge had been erected by the Railway Company, which complied at the time of construction with the requirements of the Statute under which the Railway Company had constructed same, there was now no legal obligation on the Company under Section 46 above referred to to reconstruct or rebuild the Bridge so as to accommodate modern heavy traffic for which the original structure was not suited, and this is now settled law, and was adopted by Mr. Justice Hanna, when giving Judgment in a recent case brought by the Longford County Council against the Great Southern Railways Company for the repairs of the maintenance of the Road surface of such overhead Bridges.

'On the other hand however, I cannot find any authority which places on the County Council any liability to bear the expenses of now placing the overline Bridges in a condition to bear the present day heavy traffic, but the costs of such reconstruction might possibly be arranged between the Council and the Railway Company, if in the opinion of the County Surveyor the Bridges were now in



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in a dangerous condition and unable to carry the present day heavy traffic.'"

#### Wexford Courthouse and Purchase of rents

Mr. Elgee, Solicitor, submitted further letter from Messrs O'Keeffe & Lynch, Solicitors, 30, Molesworth Street, Dublin, under date 3rd February stating that unless the arrangement come to for the purchase of the interest of Capt. Redmond, T.D., was carried through it was the intention to prevent the transfer of the amount awarded as compensation to the Old Jail site.

Mr. Elgee said the following were the amounts to be provided:- Reps James Barry £240; Redmond Estate £1258; Hatchell Estate £370 and St. Vincent de Paul Trustees, Wexford, £280. Even with these the Council would still be liable for the payment of £60 per annum ground rent to the Reps of Mrs Sandwith.

The Chairman said the Council would carry out the recommendation of the Roads Committee and apply for the necessary loan to extinguish the ground rents as soon as possible. .

#### Sealing Contract for Reconstruction of Co. Courthouse

The following resolution was adopted on the motion of Mr. O'Byrne, seconded by Mr. Brennan:- "That the Contract of the Council with Messrs McNally & Company, 3 East Wall, Dublin, at £7551 for reconstruction of County Courthouse be sealed on behalf of the Council."

#### Cliff Road Rosslare

The following, under date 7th February, 1930, was read from the County Surveyor:-

"As directed by the County Council I have made further inspection of the Coast Road at Rosslare, and submit report.

'I find that the breaches in the road are extending and now there is a continuous length of roadway fallen. I have had to put back the post and wire fence with consequent narrowing of the travelling surface. At any time there may be a breach which



will carry away the road entirely, and prevent thro' traffic. It is, therefore, absolutely necessary that immediate steps be taken unless the County Council decide to abandon the road. In the meanwhile, pending the complete destruction of the road, which we are not allowed to close, the Public has a right-of-way over it, and the County Council may be held liable under Third Party Claims. This point should be referred to the County Solicitor for his opinion.

'To the Southward of the Road the coast is now being eroded, and the marl banks here are slipping. This will tend to further endanger the road.

'Years ago the slope between the road and the shore was fairly even, and covered with vegetation, and its toe was protected by the raised beach. Surface drainage from the road, which is of small area, had little or no injurious action. The normal rainfall on the bank itself was also negligible at this time, but circumstances have altered considerably during recent years. The raised beach protecting the toe of slope has been eroded, with the result that the marl bank has been undercut, allowing the bottom to fall away. Lack of support at the foot has been followed by the slip of sections of the bank above, and step by step this slide has worked from bottom to top. Now, under these conditions, road drainage and surface rainfall have had most injurious effect. The water has penetrated the slope through numerous cracks, and making its way down has disintegrated the whole bank.

'The beach at this place, in my opinion, was very little affected by the annual removal of gravel, and sand for use on roads, farm lanes, and new buildings. The materials carted away would in the ordinary course of tidal action have passed northwards, being replaced by stuff from the South. One thousand cubic yards of material removed from a stable beach equal in area to that opposite the road would not lower the surface by one inch. The travel of shingle is usually from South to North, and such material if allowed



to travel would be spread over an enormously greater area, and its distribution could not be measured. This removal of material at one place is merely a reduction by an unappreciable quantity in the amount carried northwards, and spread over a wide area. There is constant change in the substance of the beach - what comes in to-day passes northwards to-morrow. Of course, if the supply from the South is not maintained, and the local stuff passes on Northwards then there must be a gradual wasting. This, in my view, is what has happened at Rosslare. At the land end of the approach viaduct to Rosslare Pier there has been, within my own knowledge, a very large deposit of shingle, and the wastage at Rosslare Strand is not made good by that amount. The long continued Southerly gales this Winter have eaten away the beach at the Strand to an alarming degree. There has been no temporary southerly movement of shingle, and an insufficient replacement of material from the South - the result is obvious. At present there is no reserve bank of shingle for the tide to work on.

'A couple of years ago I suggested putting in a few trial groynes to hold the shingle, and make up the beach. Now, after full consideration, I am of opinion that the erection of a number of concrete groynes on a length of about 550 Lineal Yards of beach will prevent further erosion. These groynes are simple in construction, and easily erected. The groynes must be very carefully laid out in line and level, and altered as observation shall indicate. The whole process must be tentative. It must be understood that if the beach is to be made up every cubic yard of material counts, and removal of shingle at the groynes, or in their immediate neighbourhood must be stopped. As I expect the groynes to stop the northward travel of shingle it is of vital importance to note their influence on the beach at The Strand, and not cause increased damage there. The making up of the beach at an isolated section will no doubt temporarily starve the sections to the northward but once this section is restored the future travel



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of shingle will be restored to normal.

'When a proper beach has been made up below the road it will then be necessary to make good the slope, and set back the road. Heavy concrete retaining walls might no doubt hold the bank, but this method would be very expensive, and altogether unsatisfactory, and probably very costly to maintain. Protection to toe of slope, either by a new raised beach or by concrete retaining wall is essential before any other work should be undertaken. I estimate the cost of putting in the groynes as above noted at £410, and the further cost of making good the bank and road, when a sufficient beach is formed, at £450.

'I must point out that Coast Protection Work is such that no Engineer can give any guarantee of its stability. Moreover, interference with tidal action in one place may have far reaching results miles away. Taking the entire foreshore of Rosslare Bay as a whole I believe protective and restorative works should be undertaken simultaneously, and should be a National charge and responsibility.'"

Colonel Gibbon said that the County Surveyor had referred to the repair and maintenance of the road, but he suggested that if the two to one slope referred to by Mr. Delap were given to the cliff it would necessitate the removal of the whole road.

The County Surveyor said it was calculated that in order to give the slope of two to one they would have to go twelve feet inland, and that would remove most of the road. The point that he wished to stress was that the drainage of the road, which always went down the slopes, and the water that fell on the slope itself, did practically no harm until the toe of the cliff was under cut as the result of the beach being washed away. The first thing they would have to do was to make up the bank, or erect a heavy concrete wall (which he did not recommend) to hold the slope, but any expenditure on the slope at present would be money thrown away - they would have to make up the beach first. He



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maintained that to a great extent the travel of the shingle was held up at Rosslare Harbour. What had happened this winter was that they had no reaction southward at all, and the shingle had all gone away, and they had nothing left now at the toe of the bank for the tide to work on. They did not get enough stuff coming up from the south. If they put down groynes at the cliff they would hold all or most of the shingle coming up, and would starve the upper portions of the beach, and might cause more injury.

Colonel Gibbon - Your opinion is that the wearing at the road is mainly due to the bank of sand formed inside the piles of Rosslare Pier.

County Surveyor - Well, it is accentuated by that. I believe it has a big influence on it.

Under date 8th February, 1930, Mr. Gerald Flood, Engineer to the County Board of Health, wrote that owing to a cold he was unable to attend the meeting of the County Council but the County Surveyor knew all about the matter so that his (Mr. Flood's) attendance did not matter. Continuing Mr. Flood wrote:- "As a matter of fact it was the County Surveyor in the early stages of the scheme drew my attention to the damage an overflow would do on the cliff, and as a result we fitted an equilibrium valve on the storage reservoir so that the surplus water would be discharged at Ballykelsh instead of at Rosslare. The pipe outlet on the cliff is from a scour valve, and it was only used once, and even this we decided to discontinue using, and scour out the Reservoir through the main when necessary.

Through some oversight or neglect on the part of the Contractor the scour valve from the Reservoir was not completely closed and a trickle of water was running over the cliff; this is what Mr. Delap saw and assumed it was the overflow. This is stopped and we have cut off these pipes from the cliff altogether. The only part of the water service that is likely to be in danger in the near future is about 150 yards of service main which is laid



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on the cliff road. To lift these pipes and re-lay them more inland would be a comparatively small job costing probably less than £25' "

With reference to the building up of the beach the County Surveyor said that work would have to commence a considerable distance below the road, and from that up to the Fort should all be done as one job. If they did a bit here and there they might do more harm to upper portions of the beach. He was not saying that the County Council should do the work. He suggested that it should be a national charge.

Chairman -

Strange to say at the Pier the land is making and making very fast, while a mile and a half higher up it is cutting away. What's the cause of the land making ?. Is it the Pier ?.

County Surveyor - I think it is.

Colonel Gibbon - I understand that if we put in the groynes opposite our road it may result in the coast eating away opposite the golf links and hotels to a greater extent than at present.

County Surveyor - I believe you would be holding nine-tenths of the stuff, and the tidal action would be working against the banks instead of against the beach.

Mr. Hayes said that the question of coast erosion was certainly a national one, but it was not outside the jurisdiction of the County Council to call the attention of the authorities to what was going on. He thought it would be very bad for the Council to sit idly by and see the destruction in Rosslare. He did not see that the Council should raise any money in connection with the matter, but he thought they should call attention to the destruction.

The Chairman said the Council had no power to spend money in connection with erosion, but the situation in Rosslare concerned the cliff road, but if the Council could get a reasonable grant to help with regard to the road they might come along and assist in doing something. If the Council could get the road closed their



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responsibility would be quite finished.

Mr. Keegan - Would it be in order to explain that two more spring tides will wash out the village of Courtown.

Mr. D'Arcy - Are we bound to keep that road at Rosslare.

Mr. Elgee, Council Solicitor, - No, we are not.

Chairman - If the sea takes the road away are we bound to provide a new one ?.

Mr. Elgee - I don't think so.

Chairman - Then there is no question at all about it.

In reference to the question of rates being paid in respect of houses at the place, the Chairman said he did not think that rates were being paid on the houses at all, because he thought, the majority of them were new houses that the Council got nothing for.

On the proposition of Mr. O'Byrne, seconded by Colonel Gibbon, the recommendation of the Roads' Committee was adopted.

Under date 25th January, 1930, the Rosslare Tourist Association wrote that they would like to have the co-operation of the County Council as regards coast erosion and desired the appointment of a member or two on a deputation to wait on the Coast Erosion Committee and the Government to secure funds for the work proposed by Mr. Delap if that step was considered necessary.

#### Ford of Lyng

Mr. Elgee said he had not yet heard from Counsel.

Mr. Hall said they should either take proceedings at once as to the place or drop its consideration altogether.

The following resolution was adopted on the motion of Mr. O'Byrne, seconded by Mr. Hall:-

"That the Minutes of Roads' Committee in respect of meeting held on 27th January, 1930, be and are hereby confirmed!"

#### KILMORE HARBOUR DREDGING

The following, under date 7th February, 1930, was submitted from the County Surveyor:-



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"On Wednesday, 29th ultimo, the Committee appointed to deal with this matter met at Kilmore. On that date the tide was fairly suitable, but the weather was such as to prevent more than a mere preliminary inspection. The Committee decided that the County and Assistant Surveyors should, at the earliest opportunity - as weather and tide were suitable - make a thorough inspection and take soundings with the assistance of the local people who have intimate knowledge of the defects in the work carried out. Accordingly detailed report is postponed for the present."

COURTOWN ROAD AND HAULAGE

The following resolution adopted at Carters' meeting held in Gorey on 1st February and at Tara Hill on 4th February was submitted:-

"That for the two-fold purpose of relieving unemployment and avoiding abnormal damage to the roads leading from the two quarries of Tara Hill and Gorey Hill to the Courtown road, we ask the Co. Council to insert in their advertisement inviting contracts for the improvement of the Courtown road, a condition limiting the transport of all material from the above two quarries to horse haulage"

The County Surveyor said he did not consider the proposal feasible.

Mr. O'Byrne said that the roads coming from Tara Hill to the Courtown Road were metalled with sea gravel and if a lorry was put on them they would be cut to pieces. It would be better - in order to save these roads - if haulage was confined to horses and carts.

The County Surveyor said he would endeavour to have the Contractor made responsible to some limited extent for the extra damage done to the roads rather than compel him to use horses for haulage. The lorry haulage would cost 7d per yard mile and horse haulage would run to 10d and they could not put the difference on to the Contractor.



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It was decided to postpone further consideration of the matter until tenders for improvement of the road were before the Council.

#### PROPOSALS FOR PAYMENT

The following resolution proposed by Mr. Hall, seconded by Colonel Quin was adopted nem.con.:-

"That the several proposals for payment in respect of quarter ended 31st December, 1929, including payments to Road Contractors and for Public Works, as certified by County Surveyor, be and are hereby agreed to."

#### REPORT SPECIAL SUB-COMMITTEE ROAD MAINTENANCE

The above Report was adjourned for consideration on three occasions and was now re-submitted.

Colonel Quin proposed and Mr. Gaul seconded the following resolution:- "That the report of special Sub Committee re Road Maintenance be adjourned for a further six months."

Mr. Culleton proposed and the Chairman seconded as an amendment that the report be adjourned for one month.

On a show of hands 15 voted for the amendment and 11 against.

The Chairman declared the amendment carried.

#### COUNTY SURVEYOR'S ESTIMATE FOR PUBLIC WORKS.

The following Estimate was submitted by County Surveyor:-

##### BRIDGES:-

	<u>Maintenance</u>	<u>Repairs</u>
Wexford	£100	£50 £400 Painting
Ferrycarrig	£50	£450 Bascule
Deepes	£30	£50 including Painting.
Edermine	£25	£50 £200 Painting
New Ross	£100	£150
	£50	£152 Reconstruction or approaches in cement- bound macadam



<u>Bridges:-</u>	<u>Forward</u>	<u>Maintenance</u>	<u>Repairs</u>	
		£355	£1502	
Mount Garrett		£20		
		£12		Caretaker
		£387	£1502	TOTAL £1889

LOANS:-

Bridges

Deeps	£278	
Mountgarrett	£913	
Waterford	£435	
	£1626	£1626
		£3515

HARBOURS:-

Courtown	Repair	£400	including £350 for making good storm damage
Courtown	Footbridge	£30	
	Improvement	£500	being 50% of cost new gates
Poulduff		£50	
Carne		£20	
Kilmore		£100	
Kilmore		£88	being 50% of cost over £400
Fethard, Slade	}		
Duncannon			
Arthurstown &			
Ballyhack		£200	
		£1388	

COURTHOUSES:-

Wexford	£2200	Reconstruction, being difference in Contract over Compensation allowed.
Maintenance Enniscorthy, New Ross, Gorey & Wexford Old Courthouse	£100	
	£2300	
County Buildings	£150	

Drainage:-

Kilmannock

£60

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PUBLIC WORKS - ESTIMATE 1930-31

S U M M A R Y

COUNTY BRIDGES:-	Loans	£1626	
	Maintenance	£387	
	Repairs	£1350	
	Reconstruction	£152	£3515



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COUNTY BRIDGES:-	Forward	£3515
Harbours:-	Repairs £800	
	Improvement <u>£588</u>	£1388
COURTHOUSES		£2300
COUNTY BUILDINGS		£150
DRAINAGE		<u>£60</u>
	TOTAL -	<u>£7413</u>

Colonel Gibbon proposed:- "That the sum of £450 in County Surveyor's estimate for probable repairs to bascule of Ferry-carrig Bridge be struck out."

Mr. D'Arcy seconded.

Mr. Cummins proposed:- "That all monies for Bridges for 1930-31 be struck out but the motion was not seconded and the resolution of Colonel Gibbon as to Ferrycarrig Bridge was then put and passed.

Mr. O'Byrne proposed and Mr. Colfer seconded the following resolution which was adopted without dissent:- "That the figures in County Surveyor's Estimate for Public Works for 1930-31 (less £450 for bascule of Ferrycarrig Bridge which has been deleted) be agreed to."

CLERICAL STAFF OF CO. COUNCIL AND INCREMENTS OF SALARIES

The following motion of which he had given previous notice stood in the name of Mr. Corish:-

"That increments of salaries to County Council Officers in accordance with letter of Irish Local Government Officials' Union under date 9th November, 1929, and amended figures furnished County Councillors under date 31st December, 1929, be agreed to."

The following are the figures:-

J. H. Cadogan, present salary £226: 13: 4d by annual increments of £10 to £312.

T. Moore, Present salary £156 by annual increments of £10 to £312.

S. Hayes, salary £156 by annual increments of £7: 10: 0d until salary reaches £201; then by annual increments of £10 to £234.

J. Moloney, present salary £156 by annual increments of £7: 10/- until salary reaches £201, then by annual increments of £10 to £234.

R. Radford, present salary £130 by annual increments of £5 to £150, then by annual increments of £7: 10/- to £201 and then by annual increments of £10 up to £234.

Miss Norton, present salary £118 by annual increments of £5 to £156

Miss Frizelle, present salary £117 by annual increments of £5 to £156.



Mr. Corish said that at a previous meeting he made a pretty lengthy statement in moving the motion, the figures of which he had since amended. What he considered the principal points in his statement were the figures he submitted from Kerry, Clare and Donegal. Those figures showed that poorer counties than Wexford had a salary list a great deal higher than that paid in Wexford. He would again appeal to the Council to make the position of the officials working for the Council a contented one. What had been asked was, in his opinion, not very much, and he believed that in order to have a contented staff they should give them something to look forward to in the way of increments. He believed that they had a good staff, and that what had been asked in the motion was not too much.

Mr. Cline seconded.

Mr. Hall said that Mr. Corish had stated that they would not have a contented staff if they did not give an increase. That might be the case but the staff was only a very small proportion of people the Council represented, and he was quite confident that if they gave the increases they would not have the people they represented contented.

He pressed that each case should be considered separately.

On the proposition of Mr. McCarthy, seconded by Mr. Gaul, it was decided by seventeen votes to seven on a show of hands to give separate consideration to the case of each official.

Mr. Cummins held that in accordance with Mr. Corish's motion the cases should all be decided together, but Mr. Elgee said he took it that the Council could consider the cases separately if they so desired.

Mr. Corish separately proposed the consideration of granting increments to each of the officials' concerned, and Mr. Shannon seconded.

Passed.

Mr. Cadogan's case was first considered, and in reply to a query the Secretary said that Mr. Cadogan had 18 years' service.



A poll resulted as follows:-

For increments:- Miss O'Ryan, Messrs Corish, Armstrong, Clince, Colfer, Cooney, Cummins, Gaul, Hayes, Keegan, McCarthy, O'Byrne and Shannon.....13.

Against:- Colonel Gibbon, Colonel Quin, Messrs Brennan, Colloton, D'Arcy, Doran, Hall, Jordan, Mayler, Murphy, Smyth, Walsh and the Chairman.....13.

The Chairman gave his casting vote against the motion which was declared lost.

Mr. Moore's case was next brought forward.

Colonel Quin - Does anyone know the average wage of clerks in Dublin ?. Surely it is not over £3 a week.

Mr. Corish said he would like to point out that Mr. Moore was the principal clerk in the County Surveyor's office and had a considerable amount of work to do in connection with road grants and things of the kind.

For Increments to Mr. Moore:- Miss O'Ryan, Messrs Corish, Armstrong, Clince, Colfer, Cooney, Colloton, Cummins, Doran, Gaul, Hayes, Keegan, McCarthy, Doran and Shannon.....15.

Against:- Colonel Gibbon, Colonel Quin, Messrs Brennan, D'Arcy, Hall, Jordan, Mayler, Murphy, Smyth, Walsh and the Chairman.11.

The motion was declared carried.

With reference to Mr. Maloney, Mr. Corish said he would remind the members that Mr. Maloney was a married man with six children.

In reply to the Chairman, the Secretary said that Mr. Maloney was seven years in office.

For increments to Mr. Maloney :- Miss O'Ryan, Mr. Corish, Messrs Armstrong, Clince, Colfer, Cooney, Cummins, Doran, Gaul, Hayes, Keegan, McCarthy, O'Byrne, Shannon and Walsh.....15.

Against:- Colonel Gibbon, Colonel Quin, Messrs Brennan, Colloton, D'Arcy, Hall, Jordan, Mayler, Murphy, Smyth and the Chairman.....11

Mr. Corish said that Mr. Hayes was also a very efficient



officer with a responsible position under the Council and he thought that Mr. Hayes' case should get due consideration also.

For Increments to Mr. Hayes :- Miss O'Ryan, Messrs Corish, Armstrong, Cline, Colfer, Cooney, Cummins, Doran, Gaul, Hayes, Keegan, McCarthy, O'Byrne and Shannon.....14.  
Against:- Colonel Gibbon, Colonel Quin, Messrs Brennan, Colloton, D'Arcy, Hall, Jordan, Mayler, Murphy, Smyth, Walsh and the Chairman.....12.

The Chairman declared the motion carried.

The case of Mr. Radford was then dealt with, the poll resulting as follows:-

For increments to Mr. Radford:- Messrs Armstrong, Cline, Colfer, Cooney, Corish, Cummins, Doran, Gaul, Hayes, Keegan, McCarthy, O'Byrne, O'Ryan and Shannon.....14.  
Against:- Messrs Brennan, Culleton, D'Arcy, Gibbon, Hall, Jordan, Mayler, Murphy, Quin, Smyth, Walsh and the Chairman.....12

The Chairman declared the motion carried.

With reference to the cases of Miss Norton and Miss Frizelle, Mr. Corish said that a great many people were of opinion that £156 a year would be too much for ladies. He was not of that opinion. Sitting at a typewriter every day was a very monotonous task, and a task which required concentration. He thought that ladies as efficient as Miss Norton and Miss Frizelle should be given encouragement.

A poll was taken with the following result:-

For Increments to Misses Norton and Frizelle:- Miss O'Ryan, Messrs Armstrong, Cline, Colfer, Cooney, Corish, Cummins, Gaul, Hayes, Keegan, McCarthy, O'Byrne and Shannon.....13.  
Against:- Messrs Brennan, Culleton, D'Arcy, Doran, Gibbon, Hall, Jordan, Mayler, Murphy, Quin, Smyth, Walsh and the Chairman..13.

The voting being equal the Chairman gave his casting vote against the motion which he declared lost.



Mr. O'Byrne said he would give notice of motion to rescind the decision of the Council in the case of Mr. Cadogan and Mr. Cooney intimated he would give a similar notice of motion as regards the decision in the case of Miss Norton and Miss Frizelle.

APPOINTMENT OF CLERICAL ASSISTANT

The Secretary submitted the following results of examination of applicants for the position of Clerical Assistant in County Council Offices:-

Exam No.	Name of Candidate	Irish (100)	English (100)	Arith- metic (100)	Short- hand (100)	Type- writ- ing. (100)	Total 500
5	Patk.M.Donohoe,William St. Wexford.	61	60	70½	95	54	340½
13	Maurice Browne,Dungarvan.	77	92	68	50	50	337
6	John Connolly,Thomas Street, Gorey	85	75	47½	10	10	227½
10	Christopher Harpur,2 James Street,Gorey.	59	59½	82½	15	10	226
14	Stephen Roche,Rosslare Harbour(did not sit for typing)	59	68	72	20	-	219
3	Kevin Murphy,5 Cathedral Street, Enniscorthy.	71	53	49½	10	5	188½
9	John Donnelly, Boreen Hill, Enniscorthy.	58	57½	61½	-	10	187
12	Ibar Murphy, Rosslare.(did not sit for typing)	64	71½	26½	8	-	170
1	James Kehoe, Castlebridge.	35	53	31½	20	5	144½
2	Laurence Grannell,Wexford.	} Did not sit for Examina					
4	Edward Stafford, Baldwinstown.						
7	Thomas Dunne, Borrmount.						

It was decided to take a poll between the two qualified candidates and which resulted as follows:-

For Donohoe:- Messrs Armstrong, Clince, Cooney, Corish, ~~Clince~~, ~~Cooney~~, ~~Corish~~, D'Arcy, Gaul, Gibbon, Hall, Hayes, Jordan, McCarthy, O'Byrne, Quin, Shannon and Walsh.....15.

For Browne:- Messrs Brennan, Colfer, Culleton, Cummins, Doran, Meyler, Murphy, O'Bryan and Smyth.....9.

The Chairman, who did not vote, declared Mr. Donohoe appointed.



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Mr. Keegan was not present when the vote was taken.

The following resolution was then adopted on the motion of Mr. O'Byrne, seconded by Mr. Clince:- "That Patrick M. Donohoe, 5, William Street, Wexford, be appointed Clerical Assistant in Wexford County Council Offices at a salary of £90 rising by annual increments of £5 conditional on satisfactory service to £150; appointment to be probationary for one year and to ~~the~~ be subject to the sanction of the Minister for Local Government & Public Health, and to Mr. Donohoe making Declaration under Section 71 of Local Government Act 1925"

Mr. Gaul moved the following resolution which was seconded by Mr. Keegan:- "That candidates who failed at examination for appointment of Clerical Assistant in County Council Offices be afforded an opportunity of inspecting their examination papers!"

Mr. Murphy moved and Colonel Quin seconded the following as an amendment:-

"That unsuccessful candidates at examination for Clerical Assistant in County Council Offices be supplied, on application for same, with the marks obtained by them at the examination for this position."

The Chairman declared the amendment carried.

Colonel Quin stated they were very sorry that Brother Markey could not see his way to act as heretofore in the examinations. It was a rather regrettable incident, and he (Colonel Quin) was of the opinion that they should express their regret to Brother Markey.

The Chairman stated he understood Brother Markey was very sensitive over what took place and that he felt justified in his attitude. He (Chairman) was of the opinion that the Council did all they could at the previous meeting to make it clear that the Council did not mean any insult. In his opinion no insult was meant towards Brother Markey. Remarks were made which the members of the Council, if in Brother Markey's position, would possibly resent. The Council were sorry that Brother Markey could not see his way to continue doing what the Council asked him. As he had declined the



Council were let in for £3 or £4 expense.

Colonel Quin - I am very sorry that he has stopped doing it.

APPOINTMENT MEMBER OF CO. COMMITTEE OF  
AGRICULTURE AND TECHNICAL INSTRUCTION

Mr. Cummins said that at the last meeting of the above Committee Mr. Colfer and himself had been asked to nominate a successor to the late Mr. John J. O'Byrne in view of the fact that Mr. O'Hanlon declined to act. They put forward the name of Mr. Henry P. Gahan, Littlegrigue, Fethard, to fill the vacancy and he proposed Mr. Gahan's appointment.

Mr. O'Byrne seconded.

Colonel Quin proposed and Mr. Culleton seconded the following amendment:- "That owing to the size of the Co. Committee of Agriculture & Technical Instruction no appointment be made to the vacancy in membership caused by death of Mr. John J. O'Byrne."

On a show of hands the amendment was defeated and Mr. Gahan was declared appointed.

WEXFORD-ROSSLARE ROAD - TENDERS

Two tenders were received for reconstruction of above road, viz., South of Ireland Asphalt Company, 7 & 8 Lower Abbey, Street, Dublin at £11,679: 14: 4d and T. J. Moran & Co., Ltd., Dolphin Works, Crumlin Road, Dublin, at £12,994.

The County Surveyor said that the amount the Council had available was £9,035 so that both tenders were considerably over. Messrs Moran's tender for the actual concreting part of the job was inside the estimate, but they had sent a letter in which they stated with regard to the other portion of the work that their tender was for the re-surfacing of the roadway between Kerlogue and Ashfield with tar macadam. They were afraid that they could not give the Council a satisfactory job if isolated patches were left without complete re-surfacing. The matter had been



had been discussed between the Local Government and the County Council and what was proposed to be done was simply a temporary measure as regards the portion of the road referred to in the letter. They were doing the far end of the road in cement bound macadam, which would be a permanent job, but with regard to the other portion they were only to get it into fair condition until they might be in a position to do permanent work on it later. Messrs Moran's tender was for resurfacing in tar macadam instead of doing patchwork.

Mr. O'Byrne proposed and Mr. Culleton seconded the following resolution:- "That we refuse to accept either tender submitted to this meeting for the improvement of Wexford Rosslare Road as they are considerably above the Estimate. That the work be given in charge of County Surveyor at £9035 plus £240 for preliminary work and that the Local Government Department (Roads) be requested to sanction this proposal."

The Chairman said he could not understand that the Rosslare Strand portion of the road was to be done with cement, while the other portion was to be left to patchwork. There was about double the amount of traffic on the Wexford end of the road. From Rosslare Harbour in the summer they had about four times the amount of motor traffic/<sup>that</sup> they had from Rosslare Strand.

The County Surveyor said he had explained that the road from Ashfield to Rosslare could not be maintained in any other way than the way in which it was proposed to deal with it, in view of the constant motor traffic on that road all through the year. There was more motor traffic on it than on any other road in the County. That road had been maintained by sea gravel in the past and it was found impossible to maintain it and keep it from being a series of potholes. With regard to the other portion of the road, if they were to decide to completely re-surface it they would not be able to do more than half with the money available and would not be able to do the concrete piece at all. The idea was to do the



concrete portion in a permanent manner and do the other portion in a fair way. That would give a life of four or five years, and then possibly when grants would be available the whole of the road might be reconstructed.

Chairman - But you are talking about the extraordinary motor traffic from Jones' Cross to Rosslare. Must not that traffic all pass over the Wexford Road along with what comes from Rosslare Harbour ?.

County Surveyor - Yes, but it is a sounder road.

Mr. Corish - I certainly don't understand the position as presented to us by the County Surveyor to-day and I move now that the matter be sent back to the Roads Committee for reconsideration.

County Surveyor - And hold it up the whole year ?. You are getting a grant to do specific work and if you don't do it you will have to re-open the whole question.

Mr. Courtney, Local Government Inspector, said that the County Surveyor submitted an estimate for something over £19,000 for the complete re-surfacing of the whole road. That amount was not available, and he (Mr. Courtney) was sent down to see what the most urgent portion of the work was and what could be done with a reasonable expenditure. The road from Ashfield to Rosslare had to be done. It was in such a condition that it could not be improved by ordinary maintenance or by any cheap form of work on account of ~~the~~ its narrow width, and it was decided that the best and cheapest type of re-surfacing would be cement-bound macadam. It seemed to him at the time that the cost for that portion would be about as much as could be passed by the Road Fund this year. On examining the Kerlogue to Ashfield road he found that it was sound, that its condition was not too bad and that if a large amount of money were spent on a high type of maintenance work it could be brought into a really good condition. It was on that basis they arranged the amount of money to be spent. By a higher maintenance of that road it would be brought into a condition nearly as good as they would get by completely re-surfacing



it. It would be wasting the life still in the road to re-surface it now. They would get a reasonably good road with smaller expenditure and would get a few years' more life out of it, and then they could re-surface it. That was the method under which the Scheme was arranged. The road from Ashfield to Rosslare had no life in it. The body of the road had gone. The road from Kerlogue to Ashfield had some life in it, and what they really wanted to do was to make it comfortable for people while using up the last years of its life.

At this stage the Chairman left the meeting and Colonel Gibbon, Vice-Chairman, took the chair.

With reference to the question of the amounts in the tenders exceeding the estimate, the Chairman asked ~~what~~ would there be a chance of the Department giving the extra grant to meet the amount required by the tenders ?.

Mr. Courtney said he thought the Department had given as much as they were going to give.

Mr. Hall said they had been under the impression that a complete job was to be done on the Rosslare Road. When they took on patchwork they did not know what they were going to do. They might spend £100 a mile and might spend £30.

Mr. Corish said that he was satisfied with Mr. Courtney's explanation and would withdraw his proposition to have the matter referred back to the Roads' Committee.

After further discussion Mr. O'Byrne's resolution refusing to accept either of the tenders submitted and asking the Department of Local Government to agree to have the work carried out by direct labour under the supervision of the County Surveyor was put and passed nem.con.

#### NEXT MEETING OF CO. COUNCIL

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It was decided that next meeting of the County Council be held on Monday, 3rd March especially for the purpose of considering



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the Estimate of Rates for year 1930-31.

At this stage, owing to the lateness of the hour, Mr. Hall proposed and Mr. Brennan seconded the following resolution:-  
"That consideration of the remainder of the business on the agenda paper be adjourned to next meeting!"

On a show of hands the motion was defeated by 9 votes to 6 and the meeting continued.

#### DE-RATING COMMITTEE OF INQUIRY

Under date 24th January, 1930, the Secretary to the Commission of Inquiry into De-rating wrote forwarding for the information of the Council a copy of the terms of Reference of the Commission and inquired if the Council desired to submit any evidence relating to the objects of the Inquiry. All evidence should, in the first instance, be submitted in the form of a written memorandum after consideration of which the Commission would decide if it was necessary to have it supplemented by oral evidence from Representatives of the bodies submitting it.

The terms of Reference were then read.

The Chairman suggested that Mr. Corish and Mr. Jordan, T.D.'s might state their views on the matter.

Mr. Jordan said it would be very desirable if the Council were in favour of de-rating for some members to give evidence before the Commission.

Mr. Corish said the matter of de-rating was one of great importance, and he was of opinion that some member should be appointed to appear on behalf of the Council before the Commission and give evidence, and as indicated by the Commission, a memorandum sent <sup>in</sup> before then. He, however, did not think that that meeting at the end of the day could properly consider it and arrive at definite conclusions. The Council should adjourn the matter and appoint a Committee to examine the question of de-rating in all its aspects, and submit their views to the Council. De-rating covered a wide field, and at once he would say he was not in favour



of de-rating a farmer who kept one man and a gog. The farmer who tilled his land and gave employment should get some relief.

Mr. Cummins said he could not understand why any Commission on de-rating should have been appointed and he also could not understand why the Council should be asked to send representatives to give evidence. De-rating was required to relieve the farming community, and it was unnecessary to set up a Commission to inquire into it. He suggested the Council should pass a strong resolution demanding of their representatives to take action to have de-rating brought into operation and have legislation passed in the next session. All that Mr. Blythe had to do if the Government was anxious to have de-rating was to get a copy of the Bill from the Government of Northern Ireland.

Mr. Cummins, concluding, said he moved a resolution embodying his remarks on the subject.

Mr. Cooney - What is de-rating going to cost the country ?.

Mr. Jordan - That is what the Commission is going to inquire into.

Chairman - The whole question before us is shall we appoint certain members to prepare evidence and send a memorandum of it to the Commission, and have a member or members appointed to give evidence before the Commission.

Mr. Cooney said there was an impression abroad amongst townspeople that they were going to be hit if de-rating came into operation.

The Chairman proposed that the Chairman and Vice Chairman of the Council, Mr. Corish, Mr. Jordan and two members of County Committee of Agriculture, the latter to be non-members of the County Council, be appointed to prepare evidence.

Mr. J. E. Walsh - How can we submit evidence without knowing how de-rating is to be met. You would want to know how it will affect the community and until you know where they are going to get the money to provide for de-rating you cannot submit evidence.



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Mr. Cooney said they would want to know if the money required for de-rating was to be put on to the price of the commodities which the people required.

Mr. Cummins replied it would not be obtained as suggested by Mr. Cooney. It could be obtained through the land annuities, which were being sent out of the country.

After further discussion the following were appointed a Sub-Committee to go fully into the matter and prepare memorandum of evidence for next meeting of the County Council, viz., The Chairman, Vice Chairman, Messrs Corish, Jordan, Cooney and Hall (representing the County Council) and Messrs William Thorpe and A. McCann representing the Co. Committee of Agriculture & Technical Instruction. To meet in County Council Chamber on 15th February, 1930, at 10.30 a.m.

#### PROPOSED APPOINTMENT OF COUNTY MEDICAL OFFICER

Letter under date 7th January, 1930, (P.H.1363/30 Loch Garman(H) relative to proposed appointment of County Medical Officer and which is set out in full on Minutes of County Council meeting of 13th January, 1930, was submitted.

Mr. Jordan proposed, and Miss O'Ryan seconded, the following:-

"That, owing to the lateness of the hour, consideration of letter from Local Government Department, under date 7th January, 1930, relative to appointment of County Medical Officer be adjourned to meeting of County Council on 3rd March, 1930."

The resolution was adopted.

Mr. Corish asked that this matter appear on agenda paper for next meeting immediately after reference to Roads' Committee Minutes.

#### ANNUAL BUDGET

Circular letter from Department of Local Government (A.S.Cir.11/1930), relative to preparation of Annual Budget and making and collection of Rates was read.

The following resolution was adopted on the motion of



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Mr. O'Byrne, seconded by Mr. Hall :- "That the Department of Local Government be requested to consent to the County Council meeting on 3rd March, 1930, for the purpose of considering the general estimate of Rates and Estimate of Rates for separate charges for financial year 1930-31."

OVERDRAFT ACCOMMODATION

The following, under date 30th December, 1929, (G.92498/1929 Loch Garman Fa) from Department of Local Government was read:-

"With further reference to this Department's letter of even date sanctioning the continuance of overdraft accommodation not exceeding £40,000 on the Council's Account, I am directed by the Minister for Local Government and Public Health to state that he views with anxiety the continuance of so large an amount of accommodation by way of overdraft and desires that the position be fully considered with a view to making adequate provision in the rate for 1930/31 to obviate a recurrence of the applications which have been made during this financial year!"

It was decided to refer this letter to the meeting of 3rd March.

LEASE OF COUNTY INFIRMARY HOUSE &C.

Under date 14th January, 1930, the Department of Local Government wrote (P.1006/30(Pb)Loch Garman)) stating that the Minister was prepared to consent to the proposal of the Council in the matter and to grant a lease of the Infirmary House to Dr. Furlong. When the lease was executed it should be forwarded the Department so that formal consent could be endorsed on it.

Referred to Mr. Elgee, Solicitor.

REPORT OF AUDITOR } CO. HEALTH BOARD

Report of Local Government Auditor on his audit of the accounts of Co. Wexford Board of Health and Public Assistance which accompanied letter of Local Government Department under



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date 28th January, 1930 (A.4910/30 Loch Garman F.L.), was read.

LOANS FOR IMPROVEMENT OF ROADS

The following under date 4th February, 1930, (R/RGM/32) was read from Department of Local Government (Roads):-

"With reference to the minutes of proceedings of the Wexford County Council at their meeting held on 25th November last and to the Road Works Scheme which was forwarded by you to this Department on 4th ultimo, I am directed by the Minister for Local Government and Public Health to state that the works for which it is proposed to borrow sums of £6,000 and £1,500, respectively, viz., the resurfacing in cement macadam of the Gorey-Courtown Road and the resurfacing in cement macadam of the Clohamon-Bunclody Road, are works of improvement and should not appear under the head of "Repair" in the Road Works Scheme.

'I am further to inform you that upkeep grants are not payable in respect of expenditure from loans.'

The following resolution was adopted on the motion of Mr. Corish, seconded by Mr. Doran:- "That we protest against the action of Local Government Department in refusing to make any grant or subsidy towards the cost of loans for improvement of Main or trunk roads. The sums proposed to be expended through loans really represent intensified maintenance. For instance, if as regards Gorey-Courtown Road the Council were to spend £1000 a year for maintenance in the forthcoming six years they would receive from the Government £2400. But the expenditure of the £6000 in the coming year by loan will reduce the amount for maintenance of this road to a very small sum for the succeeding six with a consequent saving to the Department. We impress upon the Department that their refusal to make any recoupment on loans raised for road improvement is a retrograde step and will be a great drawback to Councils which are anxious to bring up certain roads to a really efficient standard.



A number of Councillors now left the meeting and the Chairman declared, as a quorum would not be present, the remainder of the business should be adjourned to the meeting of 3rd March, 1930.

Michael Doyle