

forward the grievances of other persons and assuming the truth of everything they may say to the detriment of the Resident Agent, that he informs Captain Fraser that there are a number of persons to whom the Resident Agent is indebted, but whom he refuses to pay. Four or five cases in which the Resident Agent was defendant were heard by one of ourselves sitting as Resident Magistrate whilst we were at the Bay, and in every case the decision was in his favour.

*John Murdoch.*—We now proceed to the statements and evidence of Mr. Murdoch. The principal difficulty which we have felt in the execution of our Commission has arisen from the want of some person whose business was to collect and put before us in the form of distinct issues the floating rumours about the settlement which had so long filled the air. We have had to find out for ourselves what the charges were, who was ready to substantiate them, and what truth they might contain. In these circumstances we counted much upon Mr. Murdoch's assistance, recommended to us as he was by the Hon. Captain Fraser. And certainly, so far as the will to make charges against Mr. Macfarlane is concerned, Mr. Murdoch surpassed our expectations. He has put before us in great abundance not only complaints respecting the general management of the settlement, but also his own private grievances against the Resident Agent, and every ground of quarrel with that officer which he may at any time have heard alleged by any other person.

The statements of Mr. Murdoch were rather discursive in their character, and not easy to reduce to such a definite shape that the Resident Agent or any one else could be called upon to answer them. We are not sure even now that we have always got at his true meaning, but we have taken great pains to do so, and the twenty-two propositions stated upon a paper appended hereto contain, we think, all that Mr. Murdoch knows, or suspects, or has been told by anybody else, about the mismanagement of the settlement, and the wrong-doing of the Resident Agent. We apprehend some difficulty in dealing with these statements without intolerable prolixity, but we shall endeavour to avoid this as far as possible.

*Complaint No. 1.*—"As to the manner in which the work of the settlement was allotted."

By the conditions of settlement the settlers were to get three days' work for every week in the first two years. Mr. Murdoch says he did not get this amount, and represents himself as seriously prejudiced in this respect. Now, according to his own evidence, his wages for the two years amounted to £5 1s. 3d. less than they ought to have done if he had been employed the full number of days. This is when the two years are reckoned from January, 1875; but Mr. Murdoch has always contended that the time ought to be reckoned from March of that year when the land became open for selection, and if the computation be accordingly made from March he himself admits that he has received £11 8s. 9d. more than his claim would amount to. Mr. Murdoch does not seem, therefore, to have any valid complaint with respect to the quantity of work allotted to him.

One or two other settlers have made a similar complaint, but, after allowing for such deficiencies in the quantity of work given them as might have been caused by their own frequent absence from the settlement, their omission to apply for work, their dislike to the work offered them, or their failure to comply with the conditions of settlement, we do not think a grievance has been made out. When it is considered how difficult it must have been in the circumstances to distribute the work with a very nice precision, and that Government work was continued in the third year, although this was not in the conditions, we see no reason to think that the Resident Agent abused the discretion which was necessarily allowed him in the matter. Amongst the papers will be found a return showing what wages each settler has earned since the beginning of the settlement, and to this return the Resident Agent appeals for information on the subject.

*Complaint No. 2.*—"Settlers were charged 25 per cent. more for their provisions than they could procure them for elsewhere."

This statement suggests the obvious question, Why did they not procure their goods elsewhere if they could do so? But we shall take this opportunity of saying all that we have to say on the supply of provisions to the settlement. It has been made a matter of complaint that the provisions were not bought in the cheapest market, and insinuations have been made reflecting on the management of the settlement by the Hon. J. A. Bonar, and grounded on the fact of his being in business in Hokitika, and upon his ownership of the steamer "Waipara." As a matter of fact, provisions were not bought outside the province. For a short time after the starting of the settlement the goods were selected by the Resident Agent wherever he could best obtain them, but afterwards tenders were called. Had the tenders been called for in other places—for instance, in Dunedin—some of the articles would have been obtained more cheaply, especially flour.

We have information from Dunedin that in 1875 flour was selling at £9 10s. per ton, and we find from the Hokitika Provincial Tender-Book that in September, 1875, Mr. Chesney tendered to supply flour at £11 15s. Oatmeal, on the other hand, was £20 at Dunedin, as against £17 15s. at Hokitika; but the advantage appears to be generally on the side of Dunedin.

Now Mr. Bonar says in his evidence that it was not customary to go outside the province for tenders. We believe that this is confirmed by the practice of all the provinces that we have ever known, and we think it almost a necessary incident of the provincial system. The money for the formation of the settlement was, as Mr. Bonar says, advanced to the Province of Westland, secured on the lands of Westland, and the settlement was founded with the object of improving settlement in Westland. In these circumstances it is probable that a Westland Provincial Council would not have approved a proposal that a Westland special settlement should be supplied from Dunedin. Whether the grievance complained of has proved a serious one seems questionable, if we may trust the evidence of Mr. Chesney, who says that a saving might have been made on flour, but not much on other commodities; and that if flour had been obtained from Dunedin the freight on other goods from Hokitika would have been raised by reason of the diminution of cargo. It must be remembered also that the "Maori" could not enter the Okura River, a circumstance which rendered it necessary to employ the "Waipara."

With respect to Mr. Bonar's private interests, we do not find that the insinuations made admit of any justification in fact. The goods were not generally supplied by him, and if his steamer conveyed