

1883.  
NEW ZEALAND.

# OTAGO ALLEGED EVASION OF LAND ACT COMMITTEE.

(REPORT OF THE), TOGETHER WITH MINUTES OF PROCEEDINGS, EVIDENCE, AND APPENDIX.

*Reports brought up 20th July and 17th August, 1883, and ordered to be printed.*

## ORDERS OF REFERENCE.

*Extracts from the Journals of the House of Representatives.*

THURSDAY, THE 28TH DAY OF JUNE, 1883.

*Ordered*, "That a Select Committee be appointed for the purpose of making a complete inquiry into the alleged evasion of the provisions of the Waste Lands Act in the Provincial District of Otago, known as "Dummyism;" to report in one month; with power to call for persons, papers and records. The Committee to consist of the Hon. Mr. Rolleston, Mr. Pyke, Mr. Fulton, Mr. J. W. Thomson, Mr. McMillan, Mr. W. White, Mr. Stevens, Major Harris, Mr. J. Buchanan, and the mover; three to be a quorum."—(*Mr. J. McKenzie*.)

THURSDAY, THE 26TH DAY OF JULY, 1883.

*Ordered*, "That the Otago Alleged Evasion of Land Act Committee have leave to postpone making their report for one month."—(*Mr. Pyke*.)

## REPORTS.

### INTERIM REPORT.

THE Select Committee to whom was referred the question of the alleged evasion of the Land Act in Otago have the honour to report:—

That, in the opinion of this Committee, the present inquiry cannot be successfully prosecuted to a conclusion unless an indemnity be granted to witnesses who may be called upon to answer questions which they may allege would tend to criminate themselves.

That the Government be requested to take such steps, by introducing a Bill, as will give the Committee power to grant a certificate of such indemnity where necessary.

20th July, 1883.

VINCENT PYKE,  
Chairman.

### REPORT.

THE Select Committee appointed for the purpose of making inquiry into the alleged evasion of the provisions of the Waste Lands Act in the Provincial District of Otago, known as "dummyism," have the honour to make the following report:—

1. That the evidence taken discloses widespread and systematic evasion of the law.
2. With a view to the prevention of such evasion in the future, your Committee recommend that the following provisions be embodied in the Land Acts Amendment Bill now before your honourable House:—
  - (1.) That Waste Land Boards be empowered to sit as Boards of Inquiry, and to declare and enforce forfeiture and cancellation in certain cases.
  - (2.) For the purposes of such inquiry, the Board should have all the powers conferred by the Commissioners' Powers Act.
  - (3.) That whenever, in the exercise of such powers, it shall appear to the Board—
    - (a.) That purchasers at any sale have not purchased for their own use and benefit, it may declare such sale null and void, and the deposit paid thereon to be forfeited.
    - (b.) That, in the case of any licensee or lessee upon deferred payment who shall have held his license or lease for two years, and shall not have occupied his land *bona fide* exclusively and for his own benefit by personal use, in accordance with the declaration made at the time of purchase, it shall declare such license or lease cancelled, and all payment made thereon forfeited, and the land to be Crown land.

3. Your Committee, having duly considered the evidence taken in respect of lands held under pastoral deferred payment in the Silver Peak District, are of opinion that the lands for which licenses have been issued to Charles Higgins, William Higgins, William Wilson Francis, and John Watson have not been, and are not now, occupied by the aforesaid persons for their own use and benefit in accordance with the declarations made by them at the time of purchase. These persons have bound themselves by an agreement with Messrs. Gellibrand and Co. (a copy of which is attached to the evidence) to depasture the herds of that firm upon the said lands for the full term of fifteen years, without power on the part of the licensees to determine the agreement or to remove the herds of Messrs. Gellibrand and Co. during that term; and the instalments for the purchase of such land are being paid in their entirety by that firm.

Your Committee have therefore to recommend that the licenses granted to those persons be cancelled, and the land resumed by the Crown.

4. From the inquiries made by your Committee into the circumstances attendant on the sale of deferred-payment pastoral lands in the Strath-Taieri District, on the 28th day of February last, they are of opinion that the lands nominally purchased by Thomas Johnston, Daniel McEwen Fisher, James Pearsall, Charles Webb, Philip Young, William Young, William Free, and Joseph McCaw at such sale were not so purchased by them for their own use and benefit; the deposit in each case was paid by the firm of Messrs. Gellibrand and Co., and the men do not appear to be in a position to occupy the land for their personal use.

Your Committee, therefore, have to recommend—That the action of the Otago Waste Land Board in refusing to issue licenses to these persons be upheld; that the licenses be not granted; that the sale be annulled, and the land be resumed by the Crown.

5. Your Committee have taken some evidence respecting the occupancy of deferred-payment pastoral land in the Waikouaiti District, but such evidence is not complete, owing to the absence of a material witness, who was not upon his section when it was endeavoured to serve a summons upon him, and could not be found.

6. A number of other cases, in which the law appears to have been evaded or otherwise not complied with, have been brought under the notice of the Committee; but, owing to the delay which would have been incurred by bringing witnesses from a distant part of the colony, the Committee have not been able to make inquiry thereinto.

7. Your Committee recommend, however, that the inquiry be pursued, as there are grave reasons for believing that the evasion of the law so forcibly demonstrated before your Committee in the matter of the Strath-Taieri and Silver Peak land is being practised in other districts; and for this purpose your Committee deem it desirable that a Royal Commission should be appointed to proceed to the several localities and investigate the matter.

And your Committee would impress upon your honourable House and the Government the desirability of giving effect to the recommendations contained in this report by legislation or otherwise during the present session.

VINCENT PYKE,  
Chairman.

17th August, 1883.

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## MINUTES OF PROCEEDINGS.

TUESDAY, 3RD JULY, 1883.

The Committee met pursuant to notice.

Order of reference read.

*Present* : Mr. Pyke (Chairman), Mr. J. Buchanan, Mr. Fulton, Major Harris, Mr. J. McKenzie, Mr. McMillan, Mr. J. W. Thomson, Mr. W. White.

On the motion of Mr. J. McKenzie, *Resolved*, That Mr. Pyke be Chairman.

On the motion of Mr. Fulton, *Resolved*, That Mr. McKerrow, Surveyor-General, be requested to attend the next meeting with maps, &c., *re* land sold.

The Committee then adjourned till Thursday, the 5th July, at 10.30 a.m.

THURSDAY, 5TH JULY, 1883.

The Committee met pursuant to notice.

*Present* : Mr. Pyke (Chairman), Mr. J. Buchanan, Mr. Fulton, Major Harris, Mr. J. McKenzie, Mr. McMillan, Hon. Mr. Rolleston, Mr. J. W. Thomson, Mr. W. White.

The minutes of the last meeting were read and confirmed.

J. Green, Esq., M.H.R., attended and was examined. (*Vide* evidence.)

J. McKerrow, Esq., Surveyor-General, attended, and produced a map of Otago, showing blocks of land disposed of by pastoral deferred-payment system; also papers referring to alleged dummyism, L.83/1379 and L.83/970; also book of Crown Lands Acts.

On the motion of Mr. J. W. Thomson, *Resolved*, That special reports be obtained from the rangers respecting Silver Peak Block, Bengier Block, and Waikouaiti Block; and the following questions be transmitted to Mr. McKerrow, for the Chief Commissioner of the Otago Lands Board, with a request to cause immediate action to be taken, and telegraph an answer at once: 1. Have the conditions of residence been complied with; if not, where is the usual place of residence of the purchaser of section? 2. State nature of buildings, if any, and estimate value? 3. State what yards and fences are on the section? 4. What improvements, if any, have been made, either in cultivation, grass-sowing, or otherwise? 5. What stock is depasturing on section, and if known to be the property of purchaser, or on terms, and, if so, from whom? 6. If sheep on ground, what is brand or ear-mark, where are sheep shorn, and how is the wool disposed of? 7. If the purchaser is not in any occupation on his section, what is his usual or occasional employment, and by whom employed?

The Committee then adjourned till called by the Chairman.

FRIDAY, 6TH JULY, 1883.

The Committee met pursuant to notice.

*Present* : Mr. Pyke (Chairman), Mr. J. Buchanan, Mr. Fulton, Major Harris, Mr. J. McKenzie, Mr. McMillan, Hon. Mr. Rolleston, Mr. J. W. Thomson, Mr. W. White.

The minutes of the previous meeting were read and confirmed.

Copies of telegrams were read as follow: "Parliament House, Wellington, 3rd July, 1883. To J. P. Maitland, Esq., Chief Commissioner Land Board, Dunedin.—Please forward to Wellington originals or certified copies of all evidence taken by the Land Board relating to alleged evasions of Land Act in connection with late sales of deferred-payment pastoral land at Strath-Taieri, and all other documents connected therewith, at earliest possible date, and let me know when I may expect them.—VINCENT PYKE, Chairman of Otago Alleged Evasion of Land Act Committee." "Parliament Buildings, Wellington, 5th July, 1883.—J. P. Maitland, Esq., Chief Commissioner, Land Board, Dunedin.—Please let me know when I may expect copies of evidence as called for in my telegram of Tuesday.—VINCENT PYKE, Chairman of Otago Alleged Evasion of Land Act Committee." Reply to above telegram: "Dunedin, 5th July, 1883.—Vincent Pyke, Esq., Chairman of Otago Alleged Evasion of Land Act Committee.—Evidence will be posted to-morrow evening; will reach Wellington on Monday.—J. P. MAITLAND, Chief Commissioner, Land Board, Dunedin." Telegram sent by J. McKerrow, Esq., Surveyor-General, to Commissioner of Crown Lands, Dunedin: "Wellington, 5th July, 1883.—Commissioner of Crown Lands, Dunedin.—A Parliamentary Committee, appointed to report on evasions of the Land Act in Otago, requires information regarding pastoral deferred-payment sections purchased on Waikouaiti runs about four years ago; also sections in Silver Peak District, above Mullocky Gully; also sections south of Roxburgh, on Mount Bengier Slope. The special points are: 1. Have the conditions of residence been complied with; if not, where is the usual place of residence of the purchaser of section? 2. State nature of buildings, if any, and estimate value. 3. State what yards and fences are on the section. 4. What improvements, if any, have been made either in cultivation, grass-sowing, or otherwise? 5. What stock is depasturing on section, and if known to be the property of purchaser, or on terms, and, if so, from whom? 6. If sheep on ground, what is brand or ear-mark, where are sheep shorn, and how is wool

disposed of? 7. If the purchaser is not in any occupation on his section, what is his usual or occasional employment, and by whom employed? You will have this information supplied at the earliest possible moment. Send one Ranger to Waikouaiti, another to sections in Silver Peak District, another to sections at Roxburgh. If Rangers are out of town, ask Chief Surveyor to send the nearest surveyor to visit ground and report. You will note questions are to ascertain if the pastoral deferred-payment system is really settling the country with actual *bonâ fide* settlers. Any general remarks or information bearing on this should therefore be given, even although not specially asked in questions. As soon as you have made arrangements telegraph when you are likely to be able to supply information for the Committee.—JAMES McKERROW, Secretary, Crown Lands."

J. Green, Esq., M.H.R., attended and made a statement as follows: Mr. Chairman, I omitted yesterday to state that Mr. Kimbell appeared to object to the Board issuing licenses. I thought it necessary to make the statement, as did also other members of the Board, and wish to state that I heard Mr. Gellibrand ask Mr. Bradshaw if Mr. Pearsall could transfer his license to another person who is present [name unknown to Mr. Green] as it would be inconvenient to Mr. Pearsall to reside on this ground within forty-eight hours of the sale. Mr. Bradshaw's reply was that he could not at present say, but had better come back at 10 o'clock next morning.

On the motion of Mr. J. McKenzie, *Resolved*, That the Chairman be requested to get three legal opinions as to the construction to be put on subsection six of clause 85 of "The Land Act, 1877," where the said subsection says that "sections sixty-three to seventy-three inclusive, so far as the same may be applicable, shall apply to pastoral lands so let on deferred payments."

On the motion of Mr. J. McKenzie, *Resolved*, That the Minister of Lands be requested to provide the Committee with a return of all persons and companies who have become the purchasers of pastoral lands in the Provincial District of Otago since the coming into operation of "The Land Act 1877 Amendment Act, 1882;" also a return of all pastoral tenants who were holding pastoral lands under lease immediately prior to the sale of runs in February last in the District of Otago; such return to show the area held by each person or company, and the estimate number of sheep or cattle such area is capable of carrying.

On the motion of Mr. J. McKenzie, *Resolved*, That the Minister of Lands be requested to provide the Committee with a statement showing what action has been taken by the Government in accordance with the report of the Waste Lands Committee of last session, on the petition of William Lindsay and others, No. 385; such statement to be accompanied with a copy of any correspondence that has taken place with regard to the same.

On the motion of Mr. J. McKenzie, *Resolved*, That the Chairman get the Hon. the Speaker's opinion as to the privileges which witnesses examined before this Committee can claim in respect of anything that may be said by them in the evidence, and if they are bound to answer any questions put to them, even if such questions, if answered, would criminate themselves.

On the motion of Mr. J. Buchanan, *Resolved*, That the Surveyor-General be requested to furnish the Committee with a return giving the area of the sections sold under the deferred-payment clauses of "The Land Act, 1877," and a nominal list of the purchasers of the same.

On the suggestion of the Chairman, *Resolved*, That Messrs. W. D. Stewart, J. T. Joynt, and W. T. L. Travers be the three whose legal opinions be asked regarding the construction to be put on subsection six of clause 85 of "The Land Act, 1877," &c.

On the motion of Mr. Fulton, *Resolved*, That Mr. Pogson be summoned to attend as a witness.

Moved by Mr. J. McKenzie, That Mr. Bradshaw be summoned to attend as a witness; upon which it was moved by Mr. Fulton, by way of amendment, That the summoning of Mr. Bradshaw be adjourned.—Carried.

Moved by Mr. W. White, That Mr. Williamson be summoned to attend as a witness; upon which it was moved by Mr. Buchanan, by way of amendment, That the question of the summoning of Mr. Williamson be adjourned; and, the amendment being put, a division took place, and the names were taken as follows:

Ayes, 4.—Mr. Buchanan, Mr. Fulton, Mr. J. McKenzie, Mr. McMillan.

Noes, 2.—Mr. J. W. Thomson, Mr. W. White.

So it was resolved in the affirmative.

The Committee then adjourned till called by the Chairman.

## TUESDAY, 10TH JULY, 1883.

The Committee met pursuant to notice.

*Present*: Mr. Pyke (Chairman), Mr. J. Buchanan, Mr. Fulton, Major Harris, Mr. J. McKenzie, Mr. McMillan, Hon. Mr. Rolleston, Mr. J. W. Thomson, Mr. W. White.

The minutes of the previous meeting were read and confirmed.

A letter received by the Chairman from the Surveyor-General was read as follows: "General Survey Office, Wellington, 6th July, 1883.—Vincent Pyke, Esq., M.H.R.—Dear Sir,—Two Surveyors and two Crown Lands Rangers started from Dunedin this morning to visit and report the condition of pastoral deferred-payment sections, in terms of the Committee's instructions delivered to me by you at the meeting yesterday. I expect the reports by telegraph on Tuesday or, probably, Wednesday next.—Very truly yours, JAMES McKERROW."

The following letter from the Commissioner of Crown Lands to the Chairman was read: "Crown Lands Office, Dunedin, 6th July, 1883.—Vincent Pyke, Esq., Chairman Otago Alleged Evasion of Land Act Committee, Wellington.—Sir,—As requested in your telegram of the 3rd instant, I forward you herewith certified copy of the evidence taken at inquiry held by the Lands Board on the 7th ultimo with reference to sales of pastoral deferred-payment lands at Strath-Taieri District, also certified copy of sale-list of said lands, with auctioneer's report on the same, made at request of the Land Board. (*Vide* Appendices B and D.) The only other documents in connection with the sale

are the declarations required by the Act, which were made in due form by all the purchasers. I do not forward these, but will do so if you require them. The information regarding the occupation of pastoral deferred-payment lands in different parts of the province will be forwarded so soon as possible, say middle of next week.—I have, &c., J. P. MAITLAND, Commissioner of Crown Lands."

The evidence of Kenneth Williamson before the Otago Waste Lands Board was read. (*Vide* Appendix B.)

The evidence of James Benn Bradshaw before the Otago Waste Lands Board was read. (*Vide* Appendix B.)

A letter from James Green, Esq., M.H.R., to the Chairman, was read. (*Vide* Evidence.)

The Committee then adjourned till called by the Chairman.

#### TUESDAY, 17TH JULY, 1883.

The Committee met pursuant to notice.

*Present*: Mr. Pyke (Chairman), Mr. J. Buchanan, Mr. Fulton, Major Harris, Mr. McMillan, Hon. Mr. Rolleston, Mr. J. W. Thomson, Mr. W. White.

The minutes of the previous meeting were read and confirmed.

An opinion of the Solicitor-General, relative to witnesses' privileges, was read.

The Committee then adjourned till Thursday, the 19th July, at 12 o'clock.

#### THURSDAY, 19TH JULY, 1883.

The Committee met pursuant to notice.

*Present*: Mr. Pyke (Chairman), Mr. J. Buchanan, Mr. Fulton, Major Harris, Mr. McMillan, Hon. Mr. Rolleston, Mr. J. W. Thomson.

Austin George Spreat, Clerk in Survey Department, attended and produced plans and reports of pastoral deferred holdings in Table Hill, Waipori, Clarendon, Silver Peak, and Waikouaiti Districts. (*Vide* Appendix C, 1 and 2.) Plans showing the sections, names of holders, and what in arrears in Table Hill, Waipori, and Silver Peak Districts.

Mr. J. W. Thomson gave notice that he would move the following at the next meeting: That Mr. George Joachim, Manager for the British and New Zealand Mortgage and Agency Company (Limited), be summoned to attend as a witness, with all papers, documents, &c., relative to the sale of land at Strath-Taieri on the 28th February last, in the possession of the above firm; also that Mr. William Bridgman Harlow be summoned to attend as a witness, with all papers, documents, &c., in connection with said sale in possession of the Otago Land Board; and Mr. Paterson, shepherd, of Strath-Taieri, be summoned to give evidence.

Mr. Fulton gave notice that he would move the following at the next meeting: That, in the opinion of this Committee, it is useless to prosecute the present inquiry unless an indemnity be granted to witnesses who may be called upon to answer questions which they may allege would tend to criminate them. That the Government be requested to take such steps, whether by Act or otherwise, as will give the Committee power to promise such indemnity where necessary.

The Committee then adjourned till Friday, the 20th July, at 11 a.m.

#### FRIDAY, 20TH JULY, 1883.

The Committee met pursuant to notice.

*Present*: Mr. Pyke (Chairman), Mr. J. Buchanan, Mr. Fulton, Major Harris, Mr. McMillan, Hon. Mr. Rolleston, Mr. J. W. Thomson, Mr. W. White.

The minutes of the previous meeting were read and confirmed.

The following letter received by the Chairman from the Minister of Mines was read: "General Crown Lands Office, Wellington, 19th July, 1883.—Sir,—In reply to your letter of the 6th instant I have this day forwarded, by one of the draughtsmen in the Survey Department, plans and schedules containing full particulars relating to the lands held by pastoral deferred-payment selectors in the Silver Peak, Tuapeka East, Table Hill, and Waipori Survey Districts. Similar information respecting pastoral deferred-payment lands held in the other districts in Otago will be forwarded as soon as it has been received from the local office. With regard to your request to be supplied with a return of all pastoral tenants who were holding pastoral lands immediately prior to the sale of runs in February last in the District of Otago, I have to refer you to Parliamentary Paper C.—11A, 1877. Unfortunately this paper is out of print, otherwise I would have enclosed you a loose copy of it. The return in question does not accurately represent the position of the runs as regards their occupancy at the time of the sale, but probably the information with respect to area, carrying capacity, rent, &c., will be sufficient for the present information of the Committee.—I have, &c., WM. ROLLESTON, Minister of Lands."

On the motion of Mr. Fulton, *Resolved*, That, in the opinion of this Committee, the present inquiry cannot be successfully prosecuted to a conclusion unless an indemnity be granted to witnesses who may be called upon to answer questions which they may allege would tend to criminate themselves. That the Government be requested to take such steps by introducing a Bill as will give the Committee power to grant a certificate of such indemnity where necessary.

On the motion of Mr. Fulton, *Resolved*, That the Chairman report the above resolution to the House this day.

The following telegram was received by the Chairman from Mr. G. W. Pogson, and was read: " (Urgent.)—Christchurch, 10.30, 20th July, 1883.—The Chairman, Otago Alleged Evasion of Land Act Committee, House of Representatives, Wellington.—'Tarawera' detained here until to-day. Cannot be in Wellington before 21st.—G. W. Pogson."

Mr. Thomson's motion, of which he gave notice at the previous meeting, and also the examination of Mr. G. W. Pogson, were postponed till the next meeting, at 11 o'clock on Monday, the 23rd July, 1883.

The meeting then adjourned till Monday, the 23rd July, at 11 a.m.

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MONDAY, 23RD JULY, 1883.

*Present*: Mr Pyke (Chairman), Mr. Fulton, Major Harris, Mr. McMillan, Mr. W. Thomson, Mr. W. White.

The minutes of the previous meeting were read and confirmed.

The meeting then adjourned till Tuesday, the 24th July, at 10 a.m.

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TUESDAY, 24TH JULY, 1883.

The Committee met pursuant to notice.

*Present*: Mr. Pyke (Chairman), Mr. J. Buchanan, Mr. Fulton, Major Harris, Mr. J. McKenzie, Mr. McMillan, Hon. Mr. Rolleston, Mr. J. W. Thomson, Mr. W. White.

The minutes of the previous meeting were read and confirmed.

Mr. Pogson attended.

On the motion of the Hon. Mr. Rolleston, *Resolved*, That the witness be examined on oath.

Mr. Pogson was accordingly examined on oath. (*Vide Evidence.*)

On the motion of the Hon. Mr. Rolleston, *Resolved*, That Mr. Pogson be requested by the Chairman to send for agreement *in re* certain Silver Peak selectors.

On the motion of Mr. J. W. Thomson, *Resolved*, That the Chairman be requested to summon Thomas Johnston and Daniel McEwen Fisher, of Strath-Taieri, as witnesses; also two witnesses from Silver Peak District, to be selected by the Chairman.

The Committee then adjourned till Wednesday, the 25th July, at 10 a.m.

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WEDNESDAY, 25TH JULY, 1883.

The Committee met pursuant to notice.

*Present*: Mr. Pyke (Chairman), Mr. Fulton, Major Harris, Mr. J. McKenzie, Mr. McMillan, Hon. Mr. Rolleston, Mr. J. W. Thomson, Mr. W. White.

The minutes of the previous meeting were read and confirmed.

G. W. Pogson, Esq., attended, and was further examined on oath. (*Vide Evidence.*)

On the motion of Mr. J. W. Thomson, *Resolved*, That the Chairman be requested to obtain an extension of time for making the report for one month.

The Committee then adjourned till called by the Chairman.

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FRIDAY, 27TH JULY, 1883.

The Committee met pursuant to notice.

*Present*: Mr. Pyke (Chairman), Mr. J. Buchanan, Major Harris, Mr. J. McKenzie, Mr. McMillan, Mr. Stevens, Mr. J. W. Thomson, Mr. W. White.

The minutes of the previous meeting were read and confirmed.

Mr. Pogson attended, and was further examined on oath. (*Vide Evidence.*)

Mr. Pogson produced document *in re* Silver Peak settlers, which was read to the Committee. (*Vide Appendix A.*)

A letter was received and read by the Chairman from Mr. McKerrow, regarding the omission of brands on stock.

A letter was received and read by the Chairman from the Minister of Crown Lands, concerning the petition of William Lindsay and others, No. 385, of 1882. (*Vide Appendix E.*)

On the motion of Mr. J. McKenzie, *Resolved*, That Messrs. Harry N. Hertslet, of Waikouaiti, and Robert Borthwick, of Silver Peak, be summoned to attend as witnesses for giving evidence.

The Chairman stated that he had obtained an extension of time for making the report for another month.

The Committee then adjourned till called by the Chairman.

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TUESDAY, 7TH AUGUST, 1883.

The Committee met pursuant to notice.

*Present*: Mr. Pyke (Chairman), Mr. J. Buchanan, Mr. Fulton, Major Harris, Mr. J. McKenzie, Hon. Mr. Rolleston, Mr. Stevens, Mr. J. W. Thomson, Mr. W. White.

The minutes of the previous meeting were read and confirmed.

E. B. Cargill, Esq. attended, and was examined on oath. (*Vide Evidence.*)

Thomas Johnston attended, and was examined on oath. (*Vide Evidence.*)

Daniel McEwen Fisher attended, and was examined on oath. (*Vide Evidence.*)

William Wilson Francis attended, and was examined on oath. (*Vide Evidence.*)

William Higgins attended, and was examined on oath. (*Vide Evidence.*)

The witnesses were instructed to attend again at 11 the following morning.

The Committee then adjourned till to-morrow, Wednesday, the 8th August, at 11 a.m.

WEDNESDAY, 8TH AUGUST, 1883.

The Committee met pursuant to notice.

*Present:* Mr. Pyke (Chairman), Mr. Fulton, Major Harris, Mr. J. McKenzie, Hon. Mr. Rolleston, Mr. Stevens, Mr. J. W. Thomson.

The minutes of the previous meeting were read and confirmed.

William Higgins attended, and was further examined on oath. (*Vide Evidence.*)

William Wilson Francis attended, and was further examined on oath. (*Vide Evidence.*)

Thomas Johnston attended, and was further examined on oath. (*Vide Evidence.*)

Daniel McEwen Fisher attended, and was further examined on oath. (*Vide Evidence.*)

The witnesses were instructed to attend at 11 the following morning (when they were discharged from further attendance).

The Committee then adjourned till Tuesday, the 14th instant, 11 o'clock.

TUESDAY, 14TH AUGUST, 1883.

The Committee met pursuant to notice.

*Present:* Mr. Pyke (Chairman), Mr. J. Buchanan, Mr. Fulton, Major Harris, Mr. McMillan, Mr. J. McKenzie, Hon. Mr. Rolleston, Mr. J. W. Thomson, Mr. Stevens, and Mr. W. White.

The minutes of the previous meeting were read and confirmed.

Macleod C. Orbell, Esq., attended, and was examined on oath. (*Vide Evidence.*)

H. N. Hertslet attended, and was examined on oath. (*Vide Evidence.*)

On the motion of Mr. Fulton, *Resolved*, That, under the circumstances, it is undesirable to have Mr. R. Borthwick up as a witness.

The Committee then adjourned till called by the Chairman.

THURSDAY, 16TH AUGUST, 1883.

The Committee met pursuant to notice.

*Present:* Mr. Pyke (Chairman), Mr. J. Buchanan, Mr. Fulton, Major Harris, Mr. J. McKenzie, Mr. McMillan, Hon. Mr. Rolleston, Mr. J. W. Thomson, and Mr. W. White.

The minutes of the previous meeting were read and confirmed.

On the motion of the Chairman, *Resolved*, That the following resolutions be considered for presentation to the House:—

1. That the evidence taken by the Committee discloses systematic evasion of the law.
2. That the following recommendations be embodied in the Land Acts Amendment Bill now before the House: (1.) That every Waste Lands Board should be empowered to sit as a Board of inquiry, and to declare and enforce forfeiture and cancellation in certain cases. (2.) That for the purposes of such inquiry the Board should have all the powers conferred by the Commissioners Powers Act. (3.) That whenever, in the exercise of such powers, it shall appear to the Board (a) that purchasers at any sale have not purchased for their own use and benefit it may declare such sale null and void, and the deposit paid thereon to be forfeited; (b) that in the case of any licensee or lessee upon deferred-payment, who shall have held his license or lease for two years, and shall not have occupied his land *bonâ fide* exclusively and for his own benefit, by personal use, in accordance with the declarations made at the time of purchase, it shall declare such license or lease cancelled, and all payment made thereon forfeited, and the land to be Crown lands.
3. That, in the opinion of this Committee, the licenses issued to Charles Higgins, William Higgins, William Wilson Francis, and John Watson, in the Silver Peak District, should be cancelled, and that licenses be not issued to Thomas Johnston, Daniel McEwen Fisher, James Pearsall, Charles Webb, Philip Young, William Young, William Free, and Joseph McCaw, in the Strath-Taieri District.
4. That the evidence taken in regard to the deferred-payment land at Waikouaiti is not satisfactory; but that, owing to the absence of a material witness, who could not be found, the Committee has been unable to complete its inquiries into this matter.
5. That a number of other cases in which the law appears to have been evaded or otherwise not complied with have been brought under the notice of the Committee; but, owing to the delay which would have been incurred by bringing witnesses from a distant part of the colony, the Committee have not been able to make inquiry thereinto.
6. That your Committee recommend, however, that the inquiry be pursued, as there are grave reasons for believing that the evasion of the law so forcibly demonstrated before your Committee in the matter of the Strath-Taieri and Silver Peak land is being practised in several other districts; and for this purpose your Committee deem it desirable that a Royal Commission should be appointed to proceed to the several localities and investigate the matter.

Upon which, it was moved by Mr. Fulton, by way of amendment, That all the words in paragraph four after the words "at Waikouaiti" be omitted, and the following be inserted in lieu thereof: "is not complete, owing to the absence of a material witness, who could not be found."

Upon the amendment being put, a division was taken as follows:—

*Ayes*, 5.—Mr. Fulton, Major Harris, Mr. McMillan, Hon. Mr. Rolleston, Mr. W. White.

*Noes*, 2.—Mr. J. Buchanan, Mr. J. McKenzie.

So it was resolved in the affirmative.

*Ordered*, That the said resolutions as amended be reported to the House.

On the motion of Mr. Fulton, *Resolved*, That the Government be requested to give effect to the recommendations contained in the report, by legislation or otherwise, during the present session.

The Committee then adjourned till Friday, the 17th August, at twelve o'clock.

FRIDAY, 17TH AUGUST, 1883.

The Committee met pursuant to notice.

*Present* : Mr. Pyke (Chairman), Mr. J. Buchanan, Mr. Fulton, Major Harris, Mr. J. McKenzie, Mr. J. McMillan, Hon. Mr. Rolleston, Mr. Stevens, Mr. J. W. Thomson, Mr. W. White.

The minutes of the previous meeting were read and confirmed.

The report was then read and adopted.

The Chairman was instructed to lay the following papers on the table of the House with the report, and to move that they be printed : Evidence of witnesses (*vide* evidence) ; agreement with Gellibrand and Co., with figures (*vide* Appendix A) ; reports from Rangers (*vide* Appendix C, 1 and 2) ; evidence taken by the Otago Waste Lands Board (*vide* Appendix B) ; auctioneer's report of sale (*vide* Appendix D).

*Resolved*, That the Chairman be instructed to present the report to the House to-day.

*Resolved*, That the Chairman be instructed to give notice that on Tuesday next he will move the adoption of the report in the House.

The Committee then adjourned *sine die*.

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## MINUTES OF EVIDENCE.

THURSDAY, 5TH JULY, 1883 (Mr. PYKE, Chairman).

Mr. JAMES GREEN, M.H.R., examined.

1. *The Chairman.*] You are a member of the Otago Waste Lands Board?—Yes.

1a. Will you state what you know with reference to the subject this Committee is appointed to inquire into?—Immediately after the sale of deferred-payment pastoral land, which took place on the last day of February, a person named Kimbell waited on the Land Board and stated he had reason to believe that some of the lots sold had been purchased by agents for others than those whose names had been given as the purchasers, and by that action he (Kimbell), being a *bonâ fide* bidder at the sale for Section 2, had been prevented from purchasing and becoming a settler. The Board then, by resolution, requested the auctioneer to furnish a statement of what took place at the sale. When that document was brought before the Board, with the auctioneer's remarks thereon, it was considered that there was sufficient in it to cause them to make further inquiry previous to the issue of the licenses. This Kimbell put in a written objection to the issue of licenses to the so-called purchasers. The Board gave consideration to that, and also to the notes which were placed opposite the purchasers' names on the sale-list, and considered there was a sufficient *prima facie* case made out for them to refuse to issue licenses to some purchasers, and to make further inquiry before dealing with the others. The Board declined to issue licenses to Webb, two Youngs, Fisher, Johnston, Pearsall, and McCaw. I am under the impression that the applications for Johnston and Pearsall were made by Chapman and Strode, the lawyers, after the Board had arrived at a decision in the cases of McCaw and Fisher.

2. After money had been paid in the auction-room, and application had been made for the licenses, the Board refused to issue them?—Yes; after full consideration had been given to Kimbell's statements and objections to the issue of licenses.

2a. On what grounds?—After the report had been made by the auctioneer, and personal applications had been made by McCaw and Fisher, the statements made by those two men before the Board strengthened the suspicion that they were not *bonâ fide* purchasers of the land for their own use and occupation and not for the indirect benefit of another, and the Board in the meantime declined to issue the licenses to those two men. Then Chapman and Strode applied to the Board to know on what grounds they refused to issue licenses to purchasers unless they made personal application. I think the reply of the Board was, generally, that under the powers of the Act they declined to issue them in the meantime. Then the Board was served with notice by Chapman and Strode that it was their intention, on behalf of Johnston, to apply to the Supreme Court for a mandamus to compel the Board to issue the license. Mr. Stout was then under the impression, as there was a dispute between Kimbell and Johnston before the Board, that the best course for the Board would be, under subsection (7) of clause 25 of "The Land Act, 1877," to hold an inquiry and take evidence on oath. That subsection is as follows: "Every dispute and difference relating or incident to the sale, letting, disposal, and occupation of Crown lands, or to the interpretation or meaning of any enactment relating to or in connection with Crown lands, or to any matter or thing done under any such enactment, shall be heard and determined by the Board; and for the purposes of any such hearing every Land Board shall have all the powers of a Board or Commissioners appointed by the Governor in Council under 'The Commissioners Powers Act, 1867.'" The evidence given by Fisher and McCaw was not on oath. The Board, at the instance of Mr. Stout, who is a member, did take action under this subsection. They held a meeting for the purpose of taking this evidence, which I think took place on the 7th June. A considerable number—I think the whole—of the purchasers of sections on the Cottesbrook, and their agents, namely, Messrs. E. B. Cargill, Joachim, and Bradshaw, among others, were summoned to give evidence. The only two persons who did attend were Messrs. Bradshaw (one of the agents), and Williamson, who was a purchaser of a deferred-payment section on the day of the sale, but not in the Cottesbrook Subdivision of the Strath-Taieri District.

3. Mr. Bradshaw is a member of the Board, is he not?—Yes; he was summoned at his own request. Both Mr. Bradshaw and Williamson gave evidence on oath. Mr. Bradshaw stated that he had received instructions from Gellibrand to purchase that section of Johnston's, and that he (Mr. Bradshaw) asked Gellibrand if it was for *bonâ fide* occupation by Johnston. Gellibrand replied that it was, and Mr. Bradshaw said, that being the case, and as this was a rather exceptional sale, he should prefer to have written instructions from Johnston. Those instructions were given him, signed by Johnston. All the evidence was taken down, and can be obtained by the Committee. After these two gentlemen had given their evidence, the Board then considered it was desirable to really test the question as to whether they had the powers which they thought they had under that subsection, and they instructed the Chief Commissioner to summon the whole of the witnesses who had not appeared, and first to summon Mr. James Smith, who is a lawyer, and said to be a partner in the Gellibrand firm. The Board thought, by summoning him, they would have a fair test-case, and would obtain a judicial opinion. When this case was tried in the Resident Magistrate's Court the Magistrate, Mr. Carew, held that there was no dispute, such as was contemplated by the Act, and therefore the Board had exceeded its powers. With regard to the mandamus, each member of the Board, myself among them, was served with a writ, and the Chief Commissioner was instructed to defend that case. The case has been tried since I left Dunedin, and I judge from the papers that the decision has not yet been given.

3a. *Mr. McMillan.*] Did the Board have any reason to believe that there were cases of dummyism before these recent cases?—The evidence given by Williamson, who was a shepherd on this run for a number of years, led the Board to think that some of the land taken up in the Silver Peak District had been taken up in the same manner as we suspect this has been. We had previously no official reason to believe there had been dummyism; but the evidence of Williamson led the Board to suspect that some of the land taken up on the pastoral deferred-payment system on runs held by this same company, which were sold about three years ago, had been taken up by men in their employ and really for their occupation. The Board then decided to hold an inquiry into that, but I see by the papers this morning that the persons who took up the land, and whom the Board were led to believe were shepherds and others employed by the company, have refused to attend and give evidence.

4. Then this action now is as to an evasion of the Act by these men?—It makes the suspicion of dummyism stronger.

4a. *Mr. Buchanan.*] Did the Board take action under "The Commissioners Powers Act, 1867"?—Yes; it is under that Act. The Board held an inquiry, and took evidence on oath, but the Magistrate held there was no such dispute as was contemplated by "The Land Act, 1877," and that therefore the Board had no power to act as it did.

5. *Mr. J. McKenzie.*] You say, I think, that, up to the time when the shepherd Williamson gave evidence, the Board had no official knowledge of dummyism existing; but, as members of the Board, were you not suspicious that such a thing did exist; I will not say you knew it, but had certain suspicions?—I could not say that, as members of the Board, we had any suspicions. As an individual, I myself had suspicions from remarks I had heard in the country.

5a. But you had nothing before you, as a Board, which would enable you to take action?—No; from remarks I had heard in the district I was on the constant watch. As the year came round applications came in from these parties in the Silver Peak and Waikouaiti Districts to be allowed to reside off their lands for three months, to enable them really to earn money to make their payments; so that all the actions, so far as I am aware, taken by these people were in conformity with the Act. I am not aware of any *laches*.

6. *The Chairman.*] You recollect the question as to whether certain lands near Waikouaiti should be sold in any other way than by the pastoral deferred-payment system?—Yes; I was present when the subject was discussed by the Board.

6a. Do you remember Mr. Stout objecting to the land being sold under that system on account of a late sale of the same kind not being satisfactory in that neighbourhood?—Yes; Mr. Stout has often said that he objects entirely to the pastoral deferred-payment system.

7. So that there was a suspicion in the minds of the Board that everything had not been quite straight previously?—I do not think that was the reason Mr. Stout assigned for his objection. I think, in the course of his remarks, he said he did not think that the disposal of the land under the pastoral deferred-payment system had been satisfactory or desirable, and that he did not think this land was suitable for that system.

7a. *Mr. J. McKenzie.*] Have you heard any complaints as to dummyism on Run 106?—Yes.

8. Do you recollect a petition before the Waste Lands Committee last session asking for inquiry into that matter?—Yes. The Land Board have had a report from the Ranger in reference to that, and the report does not bear out the statements made in the petition.

8a. *Mr. J. Buchanan.*] Is there any power of appeal given under the Act of 1877?—The solicitors for Johnston have applied to the Supreme Court for a mandamus to compel the Board to issue the licenses under the Land Act. It was the Resident Magistrate who decided that the Board had no power to exercise the powers given by "The Commissioners Powers Act, 1867." The case in the Supreme Court is not an appeal against that decision, but a motion for a mandamus.

9. Is there no right of appeal against that decision of the Magistrate?—As the solicitor to the Board (who is a Crown Solicitor) intimated that he would probably appeal, I assume there is. I believe the Magistrate was asked to state a case for appeal.

9a. Then, virtually, the case is *sub judice* at the present moment?—The question as to the authority is *sub judice*. As far as I know, the Board has not appealed against the decision of the Magistrate.

10. Do you know why?—No; because the decision has been given since I left Dunedin.

*Mr. McKerrow:* The Magistrate was asked by the Board to state a case for the Supreme Court.

10a. *Mr. J. McKenzie.*] As to the Ranger's report on Run 106, do you, as a member of the Board, believe that your Ranger's reports are always reliable?—So far as I know, they are; as to matters of fact I should say undoubtedly they are.

11. Would you think it advisable for the Board to give the people who signed the petition an opportunity to confirm their opinion?—I do not see how we can. The Ranger's report is that he finds the persons who purchased those sections living on them and improvements going on.

11a. *The Chairman.*] Is that case under the deferred-payment pastoral system?—No; under the agricultural deferred-payment system, and in the southern part of the province. This other case under the deferred-payment pastoral system is only about thirty miles from Dunedin.

*Mr. J. McKenzie:* I have a letter from a settler asking me to take up that other matter of Run 106.

#### MEMORANDUM by Mr. J. GREEN, M.H.R.

*Mr. Chairman,*  
SINCE I gave evidence before you yesterday, Mr. McKenzie has shown me a report in the *Otago Daily Times* of the Land Board's inquiry on the 7th June last, and asked me if that report is correct as regards the evidence of Messrs. Williamson and Bradshaw. I desire to say it is not in

either case. Mr. Williamson, on oath, told the Board that Dore, a shepherd at Cottesbrook, told him (Williamson) that he (Dore) had been asked to take up a pastoral deferred-payment section for the company of Gellibrand and Co., on the Silver Peaks. Instead of Mr. Pogson asking Mr. Bradshaw if Mr. Pearsall could transfer his license to another, it should be that Mr. Gellibrand asked Mr. Bradshaw that question; and I may here state that I heard Mr. Gellibrand, within forty-eight hours of the sale, in the presence of Mr. Pearsall and another whose name I do not know, ask Mr. Bradshaw if the license could be transferred from Pearsall to the other man; Mr. Bradshaw replied that he would consider the question and give an answer at 10 o'clock a.m. next day.

6th July, 1883.

J. GREEN.

TUESDAY, 24TH JULY, 1883.

Mr. GEORGE WILLIAM POGSON, examined on oath.

12. *The Chairman.*] You are manager of the station properties of William Gellibrand and Co.?—Yes.

12a. How long have you been so?—About sixteen years.

13. What are the special runs over which you have control?—There were Runs 307, 39B, 218, 121A, 121B, and part of 20, that is now a museum endowment.

13a. Are you a partner in the firm?—Yes; at the present time.

14. Were you present at the sale of a portion of these lands at Dunedin; on the 28th February last?—Yes; part of the time.

14a. Do you know Charles Webb, one of the purchasers?—Yes.

15. What was he before that time?—A bullock-driver.

15a. By whom employed?—Gellibrand and Co.

16. Is he still in their employment?—Well, he is rabbiting at the present time. You may say he is still in their employment as a rabbitier.

16a. Do you know Philip Young?—I saw him; but I do not know him.

17. From your knowledge of Charles Webb, do you think he was in a position to take up a large area of land on his own account?—He did it.

17a. The firm did not help him?—Yes; the firm did assist him with money.

18. Phillip and William Young and William Free, do you know them?—Not personally. I saw them two or three times previous to the sale.

18a. Where?—In Dunedin.

19. Where first?—In the street, I think.

19a. Do you know Daniel McEwen Fisher?—Yes.

20. Where is his residence?—At the present time he is employed on a claim called the Sutton Race, in the Strath-Taieri.

20a. Whereabouts is that?—It is on one of the Cottesbrook runs, close to the junction of the Sutton.

21. Has this man also been in the employ?—Yes; but for a short time.

21a. Is he in the employ of the company now?—No.

22. Well, but in yours?—He is partly employed by myself. The claim belongs to the company.

22a. Then, virtually he is in the employment of the company?—Yes, virtually.

23. From your knowledge, is he in a position to take up a large property of 2,000 acres?—I cannot tell you what are his means.

24. Was he also assisted by the company with money in this purchase?—Yes.

25. Do you know Thomas Johnston?—Yes.

26. He purchased a piece also, did he not?—He bid for it. I cannot say that he purchased. None of them purchased, because they have not yet got their licenses. They bid for it, and paid their deposits. He was declared the purchaser, and paid his deposit.

27. What is Johnston's vocation?—I hardly know. Some time ago he had bullock teams, and has for some years done contract work for me. Since he bought this land he has been rabbiting on it and near it.

28. What are his means?—I do not know for certain.

29. Well, was he in a position to buy 2,800 acres? Was he assisted by the firm?—Yes.

30. There is James Pearsall—4,000 acres?—I do not know anything about his means.

31. Do you know Joseph McCaw?—Yes; he is a rabbitier on the run.

32. How long had he been so?—About two or three years.

33. You cannot tell us if he was in a position to make the purchase he did?—No.

34. Was he assisted by the firm?—Yes.

35. Phillip and William Young, William Free, and James Pearsall all come from Tasmania?—I believe so.

36. Can you tell us whether the purchasers whose names you have stated, and who were assisted by the firm, made their applications voluntarily, or were they urged to by the firm—by yourself, or any one else?—They were certainly not urged.

37. Were they asked to do it? Who asked that you should assist them?—Most of them spoke to me, I believe.

38. They were asked by you to buy the land and you would assist them?—No; they asked me if I would assist them.

39. My question was whether you asked them?—No, I did not; they asked me.

40. Were they asked by any other member of the firm?—Not to my knowledge.

41. Matheson, did he buy on your run?—No; he was a shepherd of mine. He bought on Deepdell, one of the adjoining runs.

42. There was a sale of the land at Silver Peak some years ago, was there not?—Yes; I think it was in April, 1880.

43. Can you tell us anything about the purchasers there? You know this man, Watson?—Yes.
44. He is in possession of 2,384 acres?—Yes.
45. Is he in the employ of the firm at the present time?—No; he is on his deferred-payment land.
46. What is he doing with it?—I do not know. I am running sheep on it.
47. Then he is living on it, but it is still being used by you for station purposes?—Yes.
48. Has he made any arrangement with you as to terms?—Yes.
49. Have you any objection to state the terms?—No; he lets me run sheep on the ground provided I will pay his instalments. He has the right at any time to turn my sheep off, and I have the right at any time to discontinue paying his instalments—or rather the firm has.
50. *Hon. Mr. Rolleston.*] Could you claim your back payments if he turned you off?—Yes; I could claim all I had advanced for instalments.
51. *The Chairman.*] So long as you run your sheep on the land you pay the instalments for this man?—Yes.
52. And when they are turned off, or you take them off, that closes the account?—Yes; except that he returns all my money I have advanced as instalments.
53. *Hon. Mr. Rolleston.*] And how about the land?—That is his.
54. *The Chairman.*] Then if he returns all the money he gets nothing for the use of the land by you?—Yes; he has received money to build a house, which he occupies. I supply him with rations, grain, poison, and plant for destroying rabbits. He sells the skins to whom he pleases. I undertake to purchase all skins he cannot sell elsewhere. He is making, I should think, £150 a year, some of which, I suppose, he is saving to complete his purchase.
55. In point of fact, you merely advance the money—it is merely advanced to be recovered?—That is so.
56. Do you know Robert Gibson?—No.
57. Or Robinson Webb?—I do not know him personally.
58. Do you know Dugald McEwen?—No.
59. William Wilson Francis, who has 4,000 acres, is he under any arrangement with you?—Yes.
60. Of what nature?—The same as that with Watson.
61. Then your sheep are still on that land?—I believe so. I have the right to put them there.
62. *Hon. Mr. Rolleston.*] Is there a written instrument?—Yes; to the effect exactly of what I have stated.
63. Have you got it with you?—No.
64. *The Chairman.*] You were at Christchurch when you were summoned?—Yes.
65. *Hon. Mr. Rolleston.*] You have no objection to place that instrument before the Committee?—Not the slightest, if I can get it.
- The Chairman.*] I shall have to ask you to telegraph for it.
66. *Hon. Mr. Rolleston.*] Is it registered?—No.
67. *The Chairman.*] Have you any arrangement with the brothers William and Charles Higgins?—Yes; the same as with Watson.
68. And McLean and Borthwick, do you know them?—Yes; but I have no arrangement with them.
69. Then the two Higginses, Watson and Francis, are all you have arrangements with?—Yes.
70. Their lands are not fenced at all?—Yes; there is a ring-fence round three sections, and Higgins has fenced by himself.
71. *Mr. Fulton.*] Were you present when the arrangements were made with the Silver Peak men?—Yes; I signed for the firm.
72. Did the proposition to enter into it emanate from the firm or from the men themselves?—It was at the wish of the men that it was entered into. The agreement was made three or four months ago. I had previously been advancing a great deal of money for poisoning rabbits, building, and fencing, &c., and the men asked me to make some agreement to show how they stood.
73. At whose suggestion, the men's or the firm's, was the arrangement entered into at first?—I think it was at the suggestion of the men.
74. You are not quite certain?—No; it was some time ago, and I cannot remember.
75. Take the more recent cases of Webb and some others. Were you present at the arrangement with them?—Yes; I was present at the arrangement to advance money.
76. From whom did the suggestion for that come—from the men or the firm?—Well, the men.
77. Which one of the men suggested it first?—Thomas Johnston was the first man who spoke to me about it. He asked me if I could help him to take up land on deferred payment. I told him I thought it would be a very good thing for him to do, and that I would find him money to pay his first instalment.
78. What security have you for its repayment?—None whatever.
79. Is there any arrangement or written agreement that the land should become the property of the firm at a future date?—Not the slightest agreement whatever with any one of the men.
80. Are these men, from what you know of them, likely to repay the amount?—I cannot say. I should think most of them would.
81. You have had considerable experience of Webb; is he a saving man?—Yes, of late years. He had at first a great drain upon him, as you know, but of late years he has saved money.
82. Is Johnston a man to save money?—No; I do not think he is. He has been unlucky.
83. Have you any reasonable prospect of recovering the money from him?—I should think so. I should think he would be able to pay it during ten years.
84. What means of making money has he on this land?—I presume he can buy sheep and put them on it,

85. But only by repaying your money can he turn off your sheep?—I have only had sheep on it a few weeks.

86. The arrangement was made that you were to run your sheep on it?—There is no arrangement whatever with these Strath-Taieri men—only with the Silver Peak men.

87. Is there no arrangement to allow your sheep to run on the land?—Not the slightest.

88. Then the firm, just simply from good will, has advanced them money without security?—Partly from good will and partly because I knew the men a good many years, and I would rather have men I know to hold land around me than others.

89. *Hon. Mr. Rolleston.*] You say there is no engagement whatever with regard to the land passing to your firm in return for the advances?—None whatever.

90. Is there no understanding, direct or indirect, between the firm and any of the men as to the ultimate disposal of the land, failing the power of the men to fulfil their engagements with you or any one else?—No.

91. None whatever?—None whatever, either direct or indirect.

92. And your firm made these advances without any view to that ultimately?—They have no engagement.

93. But that is not an answer to the question. Did your firm make these engagements with a view to obtain this land in the future if the men failed in their engagements?—We could not do that. The men may fail at any time. It is impossible to make any engagement like that. The men can turn me off whenever they like, so it would be of no use attempting to make engagements like that even if I so wished.

94. Not at present, but when you get nearer the termination of the time?—Well, all that remains to be seen. I cannot foresee what is going to happen in fifteen years.

95. *The Chairman.*] Is the Committee to understand from you distinctly that the firm has no security whatever for the advances made?—None whatever.

96. And you think these Strath-Taieri men will be able to pay the instalments?—Well, they have paid one. I do not know the means of each.

97. Well, take Pearsall?—I know nothing about him, except that I believe he has some £1,000 or £1,200.

98. You do not know if he will be able to pay £700 a year?—No.

99. Is Johnston in a position to pay £300 a year?—Certainly, if he could borrow money. A great many persons have done the same thing. A shepherd of mine—Matheson—took up between four and five thousand acres, which he has fenced and stocked, and I do not believe he had above £1,000.

100. In this case you have advanced the money without security?—It is absolutely without security.

101. Some thousands have been advanced by the firm in that manner?—Somewhere about £2,000, I think.

102. *Hon. Mr. Rolleston.*] When you made these advances in respect to any of these men, was it not with the understanding that the land was still going to be used for your sheep?—No.

103. In no case?—In no case.

104. But your sheep have been continually running there by agreement with these people?—Not by agreement. The licenses have not been issued, and I have not been told to take them off. I have received no notice, and, as the land would be unoccupied if I took the sheep off, I leave them on and keep the rabbits down.

105. As regards the Silver Peak land, was there any understanding or agreement at the time that you were to leave your sheep on it?—None whatever. Had no sheep on land when sold. I believe some of the men took up land because they could get it cheap with a view to sell it again. That has been done in several cases. At the last sale a man named Marshall was declared a purchaser of a section, and sold it at an advance of £50 before he left the room. The Board sanctioned the transfer. There are many ways in which men can take up land without holding it to make money.

106. *Mr. McMillan.*] If the Silver Peak men turn your sheep off, are they to pay up the whole of the advances you have made?—Yes.

107. Then, in that case, you would have had your sheep grazed for nothing up to that time?—Not quite, because I do not get any interest. In ten years the interest would be more than the rent. I charge them no interest whatever for any advances I make. I have advanced Francis over £1,200, so I am paying an actual rental of £120 a year. If he turns my sheep off I charge nothing for that.

108. Is your firm prepared to extend your liberal arrangements into other districts?—I am not prepared to say. I must consult my firm before I give any rash promises.

109. *Major Harris.*] If at any time you ceased to pay for Watson, would he be able to carry on?—I think so. Any one, I think, would take them up, because after five years they can sell, personal residence then being no longer compulsory. I have no doubt they would make a remarkably good thing of it.

110. *Mr. J. W. Thomson.*] You say you had no conversation with any of these men as to your firm purchasing their section?—What I said was that I could not undertake to remember any conversation I had had in the last five years. If you name any man I will try to remember.

111. Is there no understanding?—None whatever.

112. *The Chairman.*] What is the ordinary brand used by your firm?—V for the sheep, and circle y for the cattle.

113. Do you ear-mark them too?—Yes.

114. *Mr. J. McKenzie.*] You state you had no conversation with any of these men with a view to the firm becoming the purchaser of these lands?—No; I did not say that. I said I did not remember any conversation.

115. You have a head-shepherd named Patterson?—Yes.

116. Had you any conversation with him about getting the men to apply for land?—No; certainly not.

117. Then, if Patterson asked the men to become purchasers, it was without your authority?—Without my authority. I notice that a man named Williamson stated this in evidence before the Land Board, but the evidence was not true.

118. Are you aware of the fact that your partner, Mr. Gellibrand, arranged with Mr. Bradshaw to purchase for Thomas Johnston?—Yes; that was the fact.

119. Was any security taken from Johnston for the large advance made to him on that occasion?—No security whatever.

120. In making these advances you had in view the occupying of the country yourself?—It belongs to the man to do what he likes with it. He has not turned me off because he has not got his license yet. Whether he will when he does get it I do not know.

121. Had you any conversation with Mr. Bradshaw in regard to this purchase of Johnston's?—No; I do not think so.

122. Any conversation with him with regard to the purchase by Pearsall?—No; I do not think I saw Mr. Bradshaw at all in connection with this matter. I spoke to Mr. Bradshaw before the sale.

123. Had you any conversation with him with regard to transferring to Johnston?—Certainly not.

124. Then, if it was so stated by Mr. Bradshaw, would you contradict it?—Yes; I should have to if he said that I said it. I heard that Pearsall did wish to transfer his land to some one else, and was advised by Mr. Bradshaw not to do it.

125. Do you know a cadet on Roberts's station in the Strath-Taieri who became a purchaser of some land?—I do not know whom you mean.

126. Did you sign a declaration for a cadet on that station?—Yes; for a man named Scott.

127. Did you tell him it was no use his applying for land on your side of the river?—No; certainly not.

128. Did you not say to him that you had arranged for the whole of the land on your side of the river to be taken up, and that he would have a better chance on the other side?—I have no recollection of it. I remember I did say to him that there was one section on Deepdell he wanted to get, and, as there was an idea at that time of being able to take up deferred land on partnership, I told him it was not a bit of use going into that, as I knew some one who was going into it, and I did not want to see him waste his time.

129. Have you made any difference in your station in regard to the arrangement entered into with these men?—I sold 9,000 more sheep this year than last.

130. Was that through the sale of the land?—I made arrangements not to be over-stocked when the land was sold. I notice that in the evidence given by Williamson before the Land Board he said I sold 15,000 sheep, I think, last year and 15,000 this, but the fact is that last year I sold 11,000 and this year 22,000.

131. What number of sheep have you got now?—About 56,000, I think.

132. What is about your usual number?—I sheared last year 65,000 odd. Of course, I have some more sales to make yet.

133. Were you summoned to attend the Waste Lands Board?—Yes.

134. Why did you not attend?—I was advised that the summons was illegal—that the Board had no jurisdiction; and I did not wish to satisfy the curiosity of people who asked questions.

135. Did you advise your shepherds not to attend?—Yes; and guaranteed them any loss through not attending.

136. Where these men still under your control?—They were not under my control, but they take my advice in various matters. My shepherds are under my control, but some of the other men summoned are not under my control at all.

137. As to the Silver Peak Block, you have stated that you have sheep running on Watson's, the Higginses', and Francis's country?—Yes.

138. How much do the instalments you pay come to per sheep?—It is impossible to say. If you tell me how many sheep run on their land I could reckon it, but it was so infested with rabbits that I put on fewer sheep on that account.

139. Are the sheep put backward and forward?—Yes. I cannot say that there are any sheep there now at all, but I think there should be about three thousand.

140. How much at per acre does each instalment come to?—1s. 4d. They got it at the upset price of £1 per acre.

141. How many sheep per acre can that country keep?—About one to three and four acres at the present time. It depends very much upon the rabbits. It was swarming with rabbits, but is cleaner now.

142. That would be about 5s. per sheep?—I cannot say exactly. It is a very losing concern, if you wish to ascertain that.

143. I should have thought it to be something very paying, else you would not have entered into the arrangement. Are either of these men in your employment at the present time? Do you pay them for labour?—I buy some of their rabbitskins, and during their three months' leave of absence some of them come and shear for me. Francis is doing clerking work, and the others go to work for whom they like. It depends on the work there is to do. They got a contract for building houses and other work. I also find them in rations and whatever they want in keeping them going.

144. The consequence is the men are mostly employed on your station in one way or another?—Of course you are aware that they live nine months of the year on their own land, and during that time they mostly kill rabbits, I think,

145. In making these advances, had you any view of the firm ultimately becoming the purchaser of this land?—How could I have any view of it; I cannot see into the future. I have no hold on the men at all. They may sell the land to any one to-morrow.

146. Suppose they turned your sheep off after your paying their instalments, would you expect them to pay all the money you had advanced?—Yes.

147. How do you expect them to be able to manage?—I do not do their business; I leave all that to them.

148. It seems to me you do a good lot of it. Do you think any man would take up their country by paying you all the instalments you have paid, and carry them on in the future?—Certainly; especially after five years from the sale had elapsed. I think they could make a capital good thing of it. I think it would double the value of their land.

149. Do you know a man named Charles Dore?—Yes.

150. Was he asked by you to take up land for the firm?—No; I advised him to take up land for himself, but he did not do it.

151. *Mr. J. Buchanan.*] I understand you to say that between three and four acres would be required for a sheep?—Yes.

152. Does that apply to the whole of the land of the Silver Peak Block?—I should think so at the present time.

153. Can you state what was the average price the land was sold at?—It was sold at the upset price of £1 an acre. There was no competition.

154. And, speaking generally, four acres would be required to maintain one sheep at the present time?—Between three and four acres.

155. That is £4 per sheep?—Yes; more or less.

156. In the agreement which you state subsists no provision is made for interest?—None whatever.

157. You said also that if your sheep were turned off you would have the right to reclaim your advances?—That is so.

158. Without interest?—Without interest.

159. And no security whatever exists for those advances?—None whatever. In fact, they can give no security.

160. In fact, then, it is a mere honourable understanding between you and the men?—Well, it is an understanding simply.

161. Speaking generally, what would be the average clip per sheep? Are they merinos?—Yes. A fair average would be about 6 lb., perhaps a little over.

162. And we may take 10d. per pound as the average price of the wool?—Yes.

163. That is 5s. per sheep?—It was more then, but that is near enough.

164. What would be a fair rate of interest for money in that district?—I suppose 8 per cent.

165. Then the interest on the outlay of £1 per sheep would be about the twelfth of a pound?—Yes.

166. Then that is about 6s. 6d. a year per sheep?—Yes; at the present time. But when the rabbits are destroyed the ground would carry probably between two and three times the number of sheep.

167. Then the question is varied by the unfortunate condition of the country as to rabbits?—Undoubtedly.

168. And does that account for the low price of the land?—Well, I do not think so. It is very rough, bad country.

169. Can it be grazed in winter?—Yes. It is not high country. It is fairly good winter country.

170. Then, virtually, the grazing capacity of the country is valuable to you, even as it is—even without the right of acquiring the freehold?—Yes; and the men are working to keep down the rabbits. I have a property adjoining, and if it were not for them I should have to employ six or eight men on my property to keep down the rabbits.

171. Your wool-brand, you say, is a V?—Yes.

172. Are your sheep ear-marked under the Act?—The Act only compels a brand, not an ear-mark.

173. *The Chairman.*] You say you do not remember having had a conversation with any of the men in either case with regard to the future purchase of their land?—No.

174. But you said that if the name was mentioned you might be able to give a distinct answer?—Yes.

175. Well, did you ever have any conversation of that nature with Johnston?—No; I had no conversation at all with the Strath-Taieri men to that effect.

176. With regard to the Silver Peak men, did you ever have a conversation of that kind with the Higginses?—I do not recollect having had any conversation as to taking over the land in any way. I have no recollection whatever of it. Nor with Francis or Watson to take their land over.

177. If the sheep were turned off, how could you recover the money advances under the instrument in existence?—I do not suppose I could recover it, but I should try. I should say that every six months, when I advance the money for the instalment, I take a promissory note as well as the agreement for all the money advanced up to that date. The amount then advanced is added to what has been advanced previously, and one promissory note is given to cover it all, the previous one being cancelled.

178. *Mr. J. Buchanan.*] Do those notes include interest?—No; no interest; merely the bare advances.

179. *Hon. Mr. Rolleston.*] The interest is paid by allowing your sheep to run on the land?—To a certain extent, Yes.



180. *The Chairman.*] After having the land five years, it is purchasable?—No; not for ten years; but after five years, residence is not compulsory.

181. At the end of ten years, if they turned your sheep off, or you wished to discontinue running them on the land, you could sue on your promissory notes?—Yes.

182. And if you obtained judgment you could get the land?—No. They might not complete the purchase for fifteen years, but if they had obtained the land within the ten years, and I could not get my money otherwise, I should have a shot at the land.

183. *Hon. Mr. Rolleston.*] You can call up your promissory notes at any time?—Yes.

184. Is there any reason to think they could meet them after the ten years?—Certainly; because after that they might mortgage the lands, and pay off the notes with the proceeds.

185. *The Chairman.*] Supposing these notes ran on for fifteen years, and then remained unpaid, and you obtained judgment then upon them, you could then seize the land, because the law would allow you to?—Then I should certainly do it.

*The Chairman.* Then the land is really the ultimate security.

186. *Hon. Mr. Rolleston.*] Would you be likely to lend thousands of pounds to any of these men unless you had that ultimate security?—I do not say. I am doing it. I may be foolish in doing it, but I am.

187. Would you lend it to the men unless they took up land?—I have offered men money to take up deferred-payment land. I have told them I would lend them money privately for that purpose, to help them.

188. But with the land remaining practically as security?—No. If they chose they could sell the land to any one else, as they have the right to; but I expect they would be honest enough to pay me off; but if they would not I could not help it.

189. *The Chairman.*] What land have you remaining after all that was sold at the late sale is taken up?—There are about 13,000 acres left of the land not sold. About 22,000 acres have been taken up. Of course we have adjoining runs.

190. How many sheep to the acre will this Strath-Taieri land carry?—I suppose about one and a half acres to a sheep. This is capital land; better than the Silver Peak land.

191. Some of it fetched £2 6s. an acre?—Yes.

192. Have these Silver Peak men who are under agreement with you any stock of their own?—No sheep; they have a few cows and horses.

193. Are any of them married men?—One of them, William Higgins.

194. Does his family live on the land?—Yes; they all live on the land. They have got stone houses most of them.

195. *Mr. McMillan.*] Have they been living continuously on the land?—Yes, as far as I know. It is twenty-five miles from the station, and I do not often go there, but I believe they live there constantly.

196. *Mr. Fulton.*] You say it was Johnston who first suggested to the firm the taking-up of land in the Strath-Taieri?—Yes; some years ago.

197. Just prior to the application, did he suggest it then?—I think that would be a continuation of the former conversation.

198. Do you recollect when the arrangement was come to?—As far as I know, it was when the land was taken up in the Silver Peak. All his bullocks died or were sold, and, as I had known him many years, I said then, if he would take up a deferred-payment section, if he could see a section to suit him, I would help him with money. I suppose he bore that in mind, and when he was about to take up a piece he asked me if I would help him, and I said I would.

199. How was the arrangement come to with Webb?—I do not recollect. That is the only one I can recollect.

200. You cannot say whether Webb or the firm made the first proposals?—No.

201. Can you say with regard to Fisher?—Fisher came to me at the station, and asked if I would help him.

202. And as to McCaw?—I cannot recollect as to him, but in all probability he came to me. I would not swear it.

203. With each of these men you have made the same arrangement?—Yes.

204. *Hon. Mr. Rolleston.*] What is the sum you have advanced—the total?—A thirtieth of £30,000, about £1,000, I think. That is for all the men in the Strath-Taieri. In the Silver Peak I really forget the total, but it is the fifteenth of £9,000 a year.

205. Do you propose to go on making their payments—the Strath-Taieri men?—I have no arrangement with them.

206. No arrangement as to the first payment?—I have no instrument or agreement whatever with them.

207. *Major Harris.*] You have the grass for your sheep, and the moment your sheep were turned off you would stop payment?—Yes.

208. *Hon. Mr. Rolleston.*] You have no promissory notes even for the Strath-Taieri men?—No.

209. *Mr. J. W. Thomson.*] You take promissory notes from the Silver Peak men when you advance their instalments; but you have the right of running your stock on the land as a *quid pro quo* for those advances. Well, when the six months are up, and you have run your sheep on the land all that time, why should not the notes be cancelled? Why should they be retained so as to be a claim upon the land at any time?—The agreement exists between the men and myself, and we retain the promissory notes.

210. It does not seem a satisfactory, businesslike transaction?—We charge no interest. The grazing is supposed to be for the interest.

211. *Mr. J. McKenzie.*] Why do you not take promissory notes from the Strath-Taieri men?—They cannot get their licenses.



212. You wait for the licenses?—No; the men cannot want any more until they have the licenses.

213. *The Chairman.*] Suppose they do not get licenses at all?—I think that impossible.

214. But suppose they do not?—I cannot conceive that.

215. But suppose they did not, how would you then recover the money?—I could not; it would be a dead loss.

216. *Mr. J. Buchanan.*] In the Silver Peak, is the clip sufficient to pay interest on your advances?—No; certainly not.

217. *Mr. Fulton.*] With regard to the Silver Peak men, you say you have an arrangement with them to run your sheep on the land, but, if they turned them off, you would have no security for your advances whatever. When those people took up land, did you draw their attention to the declaration they would have to make?—I did.

218. You are aware of the terms of it?—I am.

219. In your opinion, are these men occupying their land for their own “exclusive use and benefit”?—That is rather a difficult thing to say. Perhaps your interpretation of that and mine may be different.

220. As an ordinarily educated man, would you say the occupation by these men of the land is for their own “exclusive use and benefit”?—I did not make the declaration. You must ask the men.

221. *The Chairman.*] Well, do they use it for their own “exclusive use and benefit,” or yours?—They use it for their own benefit, certainly, and get a capital living by it.

222. *Mr. Fulton.*] How? From the land?—Yes; by killing rabbits. The land produces rabbits; they kill them, and sell the skins.

223. *The Chairman.*] I understand you to say that the principal use and benefit of their land to these Silver Peak men is by the destruction of rabbits?—Yes, at present.

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WEDNESDAY, 25TH JULY, 1883.

Mr. POGSON, further examined.

224. *The Chairman.*] Who are the members of the firm of Gellibrand and Co.?—William S. Paul Gellibrand, of Hobart, Tasmania; James Smith, Barrister, Dunedin; Miss Gellibrand, Hobart, Tasmania; and George William Pogson, of Cottesbrook.

225. You said yesterday that there was one transfer on the day of the Strath-Taieri sale?—I believe it was arranged in the sale-room, but, of course, it took some time to get the transfer. I think the transfer was granted about a month ago. The man who made the transfer is named Marshall. I do not know to whom the transfer was made, but I know it was made.

226. *Mr. Fulton.*] Are you aware whether any consideration was given for the transfer?—I heard £20, or £40, or £50, I forget which.

227. How did you hear it?—I heard it from a third party.

228. Neither of the persons interested told you?—No; but a man named William Watson, a bullock-driver in my employ, who was going to purchase from the man to whom the transfer was made.

229. *Mr. J. McKenzie.*] Can you tell us anything with regard to the arrangements made by your firm with Mr. Bradshaw for the sale in February?—No; the whole of the transactions were done by Mr. Gellibrand or Mr. Smith—Mr. Gellibrand, I think. I cannot tell anything about it except what I saw Mr. Bradshaw stated.

230. *The Chairman.*] Have you any statement you wish to make to the Committee in supplement of your evidence?—No; I think not. When I have read over the evidence, if I have anything then to add, I will do so.

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FRIDAY, 27TH JULY, 1883.

Mr. POGSON, further examined.

231. *The Chairman.*] You wish to make a further statement, I believe, Mr. Pogson?—Yes. In reply to a question by Mr. Rolleston, I made a statement as to the probability the men would have of raising money at a certain time. I understood him to ask me if they could raise it in ten years, but he asked me how they could raise it in five. I stated that the men could mortgage their land in five years, which of course is absurd, but they could mortgage it in ten years if they completed the purchase at that time. Also, in reply to a question put, I think, by Mr. McKenzie, I said I had not spoken to Mr. Bradshaw. I did speak to him before the sale, when I asked him if he had the authority of the men, authorizing him to bid for them. I denied having spoken to him about the transfer of land from Pearsall to any one else. Then the question was not very clear to me whether I had seen and spoken to these men from Tasmania. I answered that the first time I saw them was in the street. I subsequently saw them two or three times.

232. *Mr. J. McKenzie.*] The question put to you was, “Had the men been on the ground at Strath-Taieri?”—I said, “Not to my knowledge.”

233. *The Chairman.*] Are you aware of any arrangement that Mr. Cargill was to cease bidding at a certain stage, and that Mr. Bradshaw was to take it up for these men?—Yes.

234. What was Mr. Cargill's maximum?—I cannot tell you that.

235. When you saw these men from Tasmania, did you have any conversation with them as to the terms on which they were to be allowed to purchase land?—No; no conversation whatever with regard to that matter.

236. *Mr. W. White.*] Have you any security, direct or indirect, for the payment of the promissory notes you hold from the men for the money you have advanced?—No.

237. Suppose they died within the time, is there any provision, by will or otherwise, by which you would get your money?—No provision whatever.
238. Either with the company or with any member of it?—No.
239. *The Chairman.*] You hand in the written agreements you had with the Silver Peak men?—I do. (*Vide Appendix A*).

TUESDAY, 7TH AUGUST, 1883.

Mr. E. B. CARGILL, examined on oath.

240. *The Chairman.*] Your name is Edward Bowes Cargill, and you are a merchant in Dunedin?—Yes; I am chairman and managing director of the British and New Zealand Mortgage and Agency Company.

241. You were present at the land sale on the 28th February last?—Yes.

242. And you purchased for several persons?—I bid for some persons then present.

243. Was Mathew Elliot one?—I think not.

244. His land was paid for by your cheque?—Yes; he is a constituent of the company.

245. Charles Webb?—I think very likely I bid for him. My functions were confined simply to bidding in the room.

246. Philip Young, William Young, Joseph McCaw, Daniel McEwen Fisher, and William Free?—Free, I think was one of them. I do not know the men at all.

247. Then you did not receive your instructions from them?—No.

248. Who instructed you to buy for these men?—On the eve of the sale I was asked if I should be present, as I generally attend the land sales, and I was asked whether I would have any objection to bid for some persons who wished to become purchasers.

249. Who asked you?—Smith and Gellibrand, who are constituents of the company.

250. Thomas Johnston—do you know him?—I do not know any of the men.

251. Then your business was simply to attend and purchase under instructions from Smith and Gellibrand?—Yes; I simply received a memorandum containing certain names and numbers of sections, with instructions to bid up to £1 10s. an acre.

252. Then you had no interview at all with these men?—None whatever.

253. Was there any arrangement that your firm was to bid to a certain figure, and that then Mr. Bradshaw was to take up the running?—I did hear that Mr. Bradshaw was bidding.

254. But not in opposition?—I think not in opposition. I think very likely he was instructed to bid beyond my limit. I was not present at any interview.

255. *Mr. J. McKenzie.*] Was it Mr. Gellibrand or Mr. Smith who made the arrangement with you?—Both were in my office the evening before the sale.

256. Were they to become good for any money you might pay for these people?—It is the practice at these sales for different agency companies in Dunedin to deposit a marked cheque with the Land Receiver, which may be available for any person bidding at the sale upon instructions received by the company then present. This arrangement was made by the company I represent in common with others. A cheque was deposited, and I simply intimated to the Land Receiver that, in any case in which a lot was knocked down to my bid, the amount might be placed against that cheque.

257. You were to look to Smith and Gellibrand for repayment of the money?—Yes.

258. *Mr. J. W. Thomson.*] Could you produce the memorandum you refer to?—I cannot. It was merely a loose bit of paper.

259. *Mr. Fulton.*] To whose account were these payments charged in your books?—The money was chargeable against the parties who gave the instructions to Smith and Gellibrand, who returned the money afterwards.

260. They have returned the money?—I presume so. I have no doubt it has been returned.

261. Was there any conversation between you and Smith and Gellibrand?—Very little. I asked if they were *bonâ fide* purchasers, and they said, Yes. I may say that when lots were knocked down to me I said the name of the man for whom I had bid, and he went forward and signed and completed the transaction. The only interference on my part was to say that the amount might be charged against the cheque I had deposited.

262. Was there anything to lead you to suppose the men were not *bonâ fide* purchasers that led you to ask the question?—Nothing whatever. I knew nothing of their going to be buyers until the evening before the sale. I had never heard the thing mentioned by any one in any way.

263. It was not a question then dictated by your suspicion?—I hardly know. I just asked it in a general way.

264. This is the whole of your connection with the transaction?—That is all I know; nothing at all beyond. I did not know that any one was going to buy these sections. Mathew Elliot, I believe, mentioned to me that he intended to bid, but he is a man with money, one of the constituents of the company.

265. *Mr. J. Buchanan.*] Has there been any subsequent transfer to Smith and Gellibrand of the liability in the books of the company on this account?—I presume whatever was charged against the cheque deposited would be returned either by Smith and Gellibrand or at their instance. That would be a matter for the cashier to deal with.

266. There was no personal transaction between you and the individual purchasers?—None whatever.

267. *The Chairman.*] Do I understand you to say that the money paid by cheque of the company was repaid by Smith and Gellibrand?—I have no doubt it was; that would be the natural course.

268. It was charged against them?—Possibly the cheque might never have been passed through and charged, but might have been superseded by payments made by the purchasers themselves immediately.

269. One cheque would be exchanged for another?—Yes; the transaction did not pass through my hands individually.

270. *Mr. J. McKenzie.*] Do you mean that if Smith and Gellibrand went up and paid for the whole of the land your cheque would be withdrawn?—On these occasions the company would deposit a cheque for a number of constituents generally, and the Receiver of Land Revenue would be instructed to send round particulars immediately after the auction, and there would be a withdrawal of the deposited cheque, and a replacement of it by other payments, whether by the company themselves or by the individuals I cannot tell you.

271. *Mr. Stevens.*] Was not a debit entry made in the books of the company when the cheque passed out of your hands to a second party?—I am not able to answer precisely. I cannot tell you whether the marked cheque was first a temporary deposit and then cancelled, or whether it was passed through afterwards. In fact, altogether I am giving you more of what I know to be the general practice than what happened in this particular case, because I did not see the cheque deposited. I did not know the amount, and personally I did not meddle with it, or know anything about it. I knew that, in accordance with the general practice, there was a cheque deposited, which I instructed the Receiver of Land Revenue to debit against any land knocked down to me. Only the cashier could state as to the details of the transaction.

272. *The Chairman.*] Is it possible that the men in whose names you purchased refunded the money to your firm?—It is possible.

273. Is it probable? Who would you hold responsible?—Our own constituents who gave the instructions—Smith and Gellibrand.

THOMAS JOHNSTON, examined on oath.

274. *The Chairman.*]—What are you?—A settler.

275. Where are you settled?—On the land in Strath-Taieri.

276. Have you got possession of it?—No; but I have been at work poisoning rabbits on it since the sale.

277. You have been refused a license by the Board?—Yes.

278. And there has been a lawsuit on the subject.—Yes.

279. Before the sale, what were you doing?—Harvesting round the Taieri.

280. Were you working on the run at all?—At shearing-time I was.

281. Did you purchase land at the sale in Dunedin on the 28th February last?—Yes.

282. Who bought for you?—Mr. Bradshaw bid for me.

283. Did you see him prior to the sale?—No.

284. Whose money paid the first instalment?—Mr. Pogson's.

285. Have you any agreement with Pogson as to terms?—No.

286. Do you propose to pay the money back?—Yes.

287. How, by poisoning rabbits, can you make enough by that?—I expect to get some friends to help me.

288. You have taken up 2,801 acres, at £1 12s. 6d. an acre?—Yes.

289. And do you expect to be able to keep up the half-yearly payments on that for fifteen years?—I am going to try it.

290. Do you expect to borrow the whole?—No; part of it. I was offered money to pay it with.

291. What means have you of living? What do you calculate is your yearly income?—About £100.

292. How do you propose to stock the land?—I shall be able to take in stock to run on terms.

293. Are you going to build a house if you get the land?—Yes, directly.

294. How will you get the money?—Mr. Pogson offered to lend me money to build.

295. Then you depend for payment of the land and the house on Mr. Pogson, and the only stock you can get to run on the land is that you can get from him?—Yes.

296. What about fencing?—Mr. Pogson offered me money for that.

297. Then you have no means of your own to occupy the land?—No.

298. *Mr. J. McKenzie.*] Was it Pogson or Patterson who asked you to become purchaser of this land?—Neither. I asked Mr. Pogson to assist me at the time. I lost a team of bullocks four years ago, and he said he would assist me at any time I was going to take up land.

299. Do you mean the arrangement about going into this was made four years ago?—Not as to this land. He said he would assist me if ever I was going to take up land.

300. Did you ask him previous to the sale to assist you for this section you bought?—No.

301. How, then, did he come to arrange with Mr. Bradshaw to bid for it?—I just told Mr. Pogson I was going in for a section up there.

302. When?—I suppose about six months before.

303. *The Chairman.*] Did you point out the section you wanted?—Yes; the one I got.

304. *Mr. J. McKenzie.*] What led you to believe Pogson would assist you to purchase a section costing £4,500, and to assist you to build a house and fence ground to that extent?—He knew I had plenty of friends to help me, and that it would be as well for me to take it up.

305. You took it up for your own use and benefit?—Yes.

306. How do you expect to get the benefit, seeing you have no means to pay for it, to stock it, or build a house?—I think, if I could get sheep to run on it, I should be able to come round in a year or two, and get my own afterwards.

307. You expect to do the same as the Silver Peak men?—I do not know what they are doing.
308. Did Pogson say he would give you sheep to graze upon it?—No; I never asked him.
309. You do not know at present how you are going to get stock to put on the land?—No; I have not got the land yet.
310. Before authorizing Pogson to buy the land you made a declaration?—Yes.
311. And do you consider you were complying with that declaration in buying the land?—I believe I was.
312. Did you attend the Land Board when summoned?—I was away from home when the summons was left at my house,
313. Did Pogson give you any instructions, or tell you not to appear?—No.
314. Then, if Pogson says he did, will you contradict it?—No; I believe something of the sort took place and that I need not appear.
315. So what you said first was incorrect. Pogson did give you instructions. Did he not also say he would hold you blameless if anything should happen?—[No answer.]
316. *The Chairman.*] Tell the Committee exactly what happened between you and Pogson, because we have evidence already. There is no use in trying to conceal it?—Mr. Pogson said he believed there was no occasion to go—something of that sort.
317. *Mr. J. McKenzie.*] Did he not say he would hold you harmless?—No; he did not say that.
318. Did he not say he would be responsible if you did not go?—Yes; I believe he did.
- 318a. *The Chairman.*] Do you not know he did?—Yes.
319. *Mr. J. McKenzie.*] You were entirely guided by Pogson in the whole transaction?—Yes.
320. In fact, he selected the section for you, did he not?—Yes.
321. Suppose you get a license, you expect to get sheep from Pogson to run on the land?—I was going to try to get sheep from him next year.
322. Is it not a fact that you have arranged that already?—No; I have not.
323. Have you had any conversation with Pogson on the subject?—None at all.
324. Or with Patterson?—No; I never spoke to him hardly.
325. Supposing Pogson declined to give you sheep if you get the license, what course do you intend to pursue then?—I will see what my friends will do to help me.
326. Name any friends likely to assist you?—I have a relative in Tasmania—Mr. Mitchell, who, I think, would assist me.
327. Has he given you any assistance already?—No; I never asked him.
328. Do you not think it a rather delicate position to take up land, not knowing who is to assist you, on the mere chance of some person assisting you?—Yes; but I think if a man can get assistance he is at liberty to take up land.
329. Supposing no one assists you, what possible means have you of paying the money?—I should get it from Mr. Pogson, I believe.
330. Then, if you were not able to pay, it would result in Pogson taking the land, I suppose?—Not if I could help it. I intend to keep it for myself.
331. *Major Harris.*] Had you any agreement with Pogson as to what he might give for the land?—No.
332. He might have given whatever price he liked and you would have taken it?—Yes.
333. You had no agreement at all with him?—No.
334. At the present time you are working for Pogson?—No; I am living in a tent on the land poisoning rabbits.
335. Pogson's sheep are at present on the land?—Yes.
336. If he wished to take them away at any time he could do so?—Yes.
337. Could you keep anybody else's sheep without fencing?—No; I intend to fence as soon as I get the license.
338. How does Pogson pay you now for grazing the sheep?—He pays nothing. I cannot claim the ground till I get the license.
339. *Hon. Mr. Rolleston.*] Do you mean to tell the Committee you had no arrangement with Mr. Pogson as to the particular section to be selected?—I had an arrangement with him. I was to take section 2, Block VI., at the top end of the run.
340. You had an arrangement to take that particular block?—Yes.
341. He was to pay exactly what he pleased for it?—Yes; I asked him to buy it for me and he did.
342. You had no communication with him or with anybody for him previously as to that section?—No; not previously.
343. *Mr. Fulton.*] Who is Mitchell you speak of?—A solicitor.
344. In a position to assist you?—I believe so.
345. Have you any idea of the cost of fencing the land?—No; I never thought of that.
346. Have you any means except your own labour of supporting yourself and family?—No.
347. They are all small children?—Yes.
348. Then, how do you expect to repay this money at all? In the declaration you say you intend to take the land for your own use and benefit. Then I presume you intend to repay the money and retain the land yourself?—Yes.
349. Now, what hope have you by your own labour, with the assistance of Mitchell, of being able to repay the money. Have you any hope of being able to?—I intend to try.
350. You left the price of the land entirely to Pogson. You do not know what it is going to cost to fence; you do not know where you will get sheep for the land, unless Pogson should be kind enough to lend them to you; and therefore you cannot possibly tell, can you, by what means you are ever going to make the land your own?—No.

351. Then you have just quietly gone into the thing with your eyes shut. Have you done it for yourself?—Yes, for myself.

352. Has there been no conversation with Pogson as to the security for the money he has advanced to you?—No; he said he would lend me the money to carry on.

353. Do you expect he is going to lend you money without security at all?—I suppose he would not.

354. What security have you to offer?—I have no security to offer.

355. What security do you think he expects from you?—He never asked for any security.

356. You think he would lend you the money without any security at all?—I do not know, I am sure.

357. Does he not expect to be secured in any way?—I suppose he thinks he will be secured.

358. How?—If I get friends to help me I shall be able to return the money in a year or two perhaps.

359. Have you had any conversation with any other person who took up land at Strath-Taieri?—No.

360. You never talked to them about the matter at all?—No.

361. It was kept all to yourself and Pogson?—[No answer.]

362. *The Chairman.*] Is Mitchell in business for himself?—Yes.

363. *Mr. Stevens.*] Have you signed any promissory note to Pogson as security for the repayment of the money?—No.

364. Anything ever said to you about one?—No.

365. *The Chairman.*] Are you sure Pogson has not ever spoken on the question of security to you?—No; he has not.

366. *Mr. J. McKenzie.*] You made a declaration that you purchased the land for your own exclusive use and benefit. How can you possibly tell the Committee you purchased it exclusively for your own use and benefit, seeing you had not a sixpence?—Mr. Pogson said he would lend me the money to carry on, and I think in a few years I would manage to get round.

367. Do you believe it would cost you £1,500 to fence the land?—I believe it would pretty nearly.

368. And £1,000 to stock it with sheep?—[No answer.]

*I desire to state that when I replied in answer to question No. 300 "No" I made a misstatement. I meant to say "Yes."*—THOMAS JOHNSTON. 8th August, 1883."

DANIEL McEWEN FISHER, examined on oath.

369. *The Chairman.*] What are you?—A labourer, residing at Strath-Taieri.

370. Were you at a Crown lands sale at Dunedin on the 28th February last?—Yes.

371. Did you make a purchase?—It was made for me, by Mr. Cargill, who bid for me.

372. Had you instructed him to?—No.

373. Who instructed him to bid for you?—I signed a written agreement for him to bid for me.

374. To whom did you give that?—Mr. Pogson.

375. What were the contents of the agreement?—Just authorizing Mr. Cargill to bid for me for section 9, Block XII.

376. Was that all?—That was all. I told him not to go beyond £1 10s. an acre.

377. Did you give an agreement to any one else to bid for you?—No.

378. Was anything in the agreement as to repayment?—No.

379. Who found the money?—Mr. Pogson.

380. Did you find none of it?—No.

381. You hold 2,002 acres?—Yes.

382. Did you see and select the land before the sale?—Yes.

383. Did Mr. Pogson select for you?—I selected for myself.

384. What do you labour at?—Mining at present, at Sutton's race, at Strath-Taieri.

385. Whom are you working for?—Smith, the manager of the claim, employs me.

386. Whom does the claim belong to?—It is said to belong to Mr. Pogson.

387. When did you see Mr. Pogson last?—About two months ago.

388. Have you had any communication with him since?—No.

389. You say Mr. Pogson advanced the money; have you given him any engagement?—No.

390. Not a promissory note?—No.

391. Have you given him no engagement to run his sheep on the land?—No.

392. No security?—No.

393. What do you earn now at the mine?—£2 a week.

394. Are you a married man with a family?—Yes.

395. How do you suppose you can pay for 2,000 acres and maintain a family?—I expect my father to help me.

396. Who is he?—A hotelkeeper at Springbank, Taieri.

397. Is he wealthy?—I do not think he is wealthy.

398. The price of the land would be £2,000?—Yes.

399. Do you propose to fence it?—Yes.

400. That would cost another £1,000?—I suppose so.

401. Do you propose to build a house?—Yes.

402. That would cost another £200?—Not so much.

403. Say £100. How do you propose to occupy the land?—With sheep.

404. Where will you get them?—Mr. Pogson promised to advance me any money I required.

405. Then you expect to get the money from Pogson to pay for the land?—No; from my father.

406. Can he advance you £2,000?—He can help me to pay the instalments.  
 407. Have you any capital of your own?—Very little; about £100.  
 408. And you think with assistance you will be able to make a proper use of the land?—Yes.  
 409. You have been refused your license?—Yes.  
 410. Did you attend the Board when summoned?—Yes.  
 411. Is there any lawsuit at present pending?—No.  
 412. *Mr. J. McKenzie.*] When did Pogson speak to you about taking up this land?—About three weeks before the sale.  
 413. I suppose he told you he would advance the money to purchase?—He said if I chose he would advance the money to pay the instalments.  
 414. Did he tell you he would look to the land as security?—No.  
 415. Was Pogson the first to give you the idea of taking up land?—No. My father said it would be a good thing for me to take up a section, and he would help me as much as possible.  
 416. But until Pogson spoke to you, had you any idea of going in for this particular piece?—That is the section I intended to try for. I knew Mr. Pogson was assisting those he knew well.  
 417. Who told you that?—I heard it from several. I could not mention any particular one.  
 418. Did Patterson ever mention it to you?—No.  
 419. In the event of your getting a license, you do not expect to get sheep from Pogson I suppose?—No.  
 420. How are you to get them?—My father promised to help me to stock it.  
 421. Is your father in a position to lend sufficient money to stock the land?—I think so.  
 422. You are doing nothing at all with the land at present?—No.  
 423. In the event of your not getting a license at all, will you pay the money back to Pogson?—Yes.  
 424. How?—I could pay that with what I had myself.  
 425. *Mr. Stevens.*] How much has Pogson advanced?—About £66.  
 426. Is there any agreement for repayment?—None whatever.  
 427. Was it part of a run Pogson previously occupied?—Yes.  
 428. Have his sheep continued on the land since?—I believe so.  
 429. *Major Harris.*] Did Pogson tell you he could not take the land up himself before you authorized him to buy for you?—No.  
 430. *The Chairman.*] Who spoke first of all about your buying the land?—My father first.  
 431. No one on the station?—No.  
 432. But afterwards at the time of the sale?—Mr. Pogson once asked me if I was going to take up a section. I said, Yes; and he said he would help me.  
 433. *Mr. J. W. Thomson.*] Have you been working on this station?—Yes.  
 434. Are you well acquainted with Pogson?—Yes.  
 435. Have you become acquainted with him in working on his station or on his claim?—Both.  
 436. You think Mr. Pogson's stock is now running on the land?—I think so.  
 437. *Mr. Fulton.*] Have you made any calculation of the cost of the land and fencing and stocking?—Yes; about £3,500.  
 438. How do you propose to pay interest on that?—My father promised to help me.  
 439. Is your father's business so thriving that he can afford to pay anything like that?—I do not know.  
 440. You have lived at Springbank?—A very short time.  
 441. Is there so much business there that he will be able to assist you to any extent with the land?—I think so.  
 442. You think he is prospering sufficiently not only to keep his family but to assist you in paying interest on £3,500?—Yes.  
 443. Do you think that is all it will take to fence, stock, and everything?—Yes.  
 444. And you expect not only to be able to pay interest on this, but by the amount you make off the land to pay the principal back to Pogson?—Yes.  
 445. You think there is a reasonable prospect of doing that?—Yes.  
 446. How do you make your calculations, what profits are you going to make off the land?—I could hardly tell, I have not calculated.  
 447. Have you ever thought of it at all?—No.  
 448. Then, in reality, you have never thought about how the money is to be repaid at all?—No.  
 449. Do you expect to get most of this money from Pogson?—No; the most of it from my father.  
 450. But some from Pogson?—Yes.  
 451. Do you think he will lend it to you without security for repayment?—No.  
 452. What sort of security are you going to give him?—If my father would help me to buy stock I would give him the stock as security.  
 453. Will your father be able to advance enough to buy stock?—I think so.  
 454. *Mr. J. Buchanan.*] You think your father would make that advance without any security?—Yes.  
 455. Make a gift of it?—Yes.  
 456. Has your father not a family besides yourself?—I have four brothers, no sisters.

WILLIAM WILSON FRANCIS, examined on oath.

457. *The Chairman.*] What are you?—A settler at Silver Peak.

458. What is the number of your section?—Section 3, Block IV., and Section 2, Block V.

459. When did you buy?—In January, 1881.
460. What did you pay?—£1 an acre.
461. What is the area?—4,164 acres.
462. Have you been residing on the land?—Yes.
463. What sort of a house have you?—A three-roomed wattle-and-dab house.
464. Is the ground fenced?—Not all of it.
465. How is it fenced?—There is about six miles of fence on it, and it will require about six miles more.
466. What is the land bounded by?—On one side it adjoins Gibson's section, and on the other side Charles Higgins's.
467. And there is a ring-fence round the lot?—Yes.
468. The three sections are in one fence?—Yes.
469. What use have you put the land to since you have had it?—I have been running Gellibrand's sheep on it.
470. Have you any stock of your own?—Half a dozen head of cattle.
471. Dairy cattle or bullocks?—Two dairy cattle, the others steers.
472. Have you ever paid any instalments for the land yourself?—No.
473. Who has paid for you?—Cargill, Gibbs, and Co.
474. Have you not given promissory notes for it?—Yes.
475. In whose favour?—Gellibrand and Co.
476. Who gave them to you to sign?—Mr. Pogson.
477. He has paid all the instalments, and the firm's sheep are running on the ground?—Yes.
478. Do they pay anything for running their sheep there?—No.
479. Then you are not compensated for grazing the sheep?—No further than having the loan of the money without interest.
480. Then you borrow the money without interest, and Pogson runs his sheep without paying for the grazing?—Yes.
481. So that practically the land is in his possession at the present time?—Yes.
482. What are your means of living?—I get a living by destroying rabbits on the ground, which was swarmed with them when I took it.
483. What do you make a year?—About £120.
484. Are you a married man?—No.
485. How do you hope ever to repay the money advanced?—By improving the ground and burning off the scrub.
486. Suppose Pogson calls in the promissory notes before you are in a position to pay, how do you think you would meet them?—I could not meet them.
487. Have you any property he could seize?—Nothing to that extent, except the land.
488. In point of fact the land is really the security for the money?—It is in one sense.
489. That is to say there is nothing else on which he could recover payment?—No.
490. *Mr. Rolleston.*] Did you make the proposal to borrow money from Gellibrand and Co. yourself?—Mr. Pogson promised me assistance, if I required it, if I took up the land.
491. He came to you and said if you took up the land he would give you assistance?—Yes.
492. On what understanding did he say he would do it?—If I would allow his sheep to run on the land he would pay the instalments.
493. If you failed to agree upon the subject, what would be the result?—He would call upon me for the money.
494. And then?—Then I cannot tell what I would do.
495. Had you any discussion with him as to how, ultimately, you would meet the liability to him?—None whatever.
496. *Mr. J. McKenzie.*] Are you in the employment of Pogson at present?—Not now.
497. Are you at any time in his employment?—Yes; in shearing time I am.
498. Is it not a fact that Pogson at present supplies you with rations?—No.
499. If he says so, would you contradict it?—Yes; I get my rations from a different part altogether.
500. Was there any arrangement made before you took up the land?—No arrangement at all, any further than that he would assist me.
501. Did you not say just now that Pogson came to you and offered to give you assistance if you would allow his sheep to run there?—Yes.
502. Was not that an agreement or arrangement?—Yes.
503. Was it written or verbal?—Verbal.
504. You made a declaration that the land was for your own exclusive use and benefit?—Yes.
505. Do you think making this arrangement before you took up the land was in accordance with that declaration?—I believe it is.
506. Who told you so?—No one.
507. Had you any advice except your own idea?—No; none whatever.
508. In the meantime you get no benefit from this land except killing rabbits?—That is all.
509. *The Chairman.*] And have not had since you took possession first?—No.
510. How much do you owe now on the block?—About £1,000.
511. *Mr. Stevens.*] What have you to represent that £1,000?—It has been expended on the land in instalments and fencing.
512. How many sheep would your land run if ring-fenced?—It is very high country, and would not carry many sheep in winter; in summer, perhaps, it would carry 1,500 or 2,000.
513. What do you reckon would be the total cost of land and fencing when all the instalments were paid?—About £6,000.

514. And 2,000 sheep would be another £1,000, £7,000 altogether?—Yes.
515. Do you know anything about sheep-farming?—Yes.
516. Do you suppose 2,000 sheep would pay interest on £7,000?—I think they would.
517. At 7 per cent.?—I have not looked into it, but I think not so much as that.
518. When you took up the land you did not study the question as to whether you would be able to make a living, or whether you would be able to repay Pogson's money?—I was under the impression that the land would be worth double at the end of the term.
519. And do you hope still that the land will pay Pogson back his money?—Yes.
520. Were you under any agreement to sell the land to Pogson at any time?—None whatever.
521. Would you, if you were to sell it, not consider he had a prior claim, as having assisted you?—No; I would sell it for the highest price I could get.
522. And Pogson was to put stock on the land and advance you money without any interest?—Yes.
523. *Major Harris.*] You say Pogson promised to assist you, did he ever do so?—Yes; by paying the instalments.
524. In consequence of doing that, does he not run his sheep on the land?—Yes.
525. Do you call that assisting you?—Yes.
526. Would it not be assisting himself?—I suppose it would be mutual assistance.
527. Can you turn off his sheep when you like?—Yes.
528. Is not the grazing of his sheep sufficient for the repayment of the money?—I should think so.
529. But, in addition to that, you gave him a promissory note for it?—Yes.
530. Why, if he has had the worth of his money in grazing, did you give him a promissory note?—He asked for it.
531. Well, if he asked you for double, or asked you for a promissory note every fortnight, would you give it?—No.
532. Then, if he has had value for his money, why give him a promissory note?—Up to the present the run has been swarming with rabbits, and would keep no sheep whatever.
533. *The Chairman.*] You pay £277 a year?—Yes.
534. The interest at 7 per cent. would be about £18 a year, would you let the land for £20 a year to any one else?—No.
535. Why then to Pogson for that?—I could not see anything else to do with it.
536. In fact, did you see any other way of getting the land except by acceding to his terms?—No.
537. *Mr. White.*] Did any one ask you to take up the land?—No.
538. It was your own idea?—Yes.
539. What benefit do you expect to derive from it?—I expect it to improve in value.
540. What do you expect to sell it for at the end of the term?—About £2 an acre.
541. What would you expect the fencing to cost?—£800 or £1,000.
542. *Hon. Mr. Rolleston.*] At how much a mile?—About £70.
543. *Mr. White.*] How many miles round your section?—About eleven or twelve.
544. Suppose Pogson asked you to pay up the instalments?—I could not do so.
545. Who would get the land?—I should keep it.
546. Could he not compel you to pay?—I have not the money.
547. Could he not take the land?—No.
548. He could make you bankrupt?—Yes.
549. Then, would not the land go?—I think not. I should lose everything else, but I am under the impression that no one could touch the land.
550. He can continue to run his sheep on the land if he pays your instalments during the whole ten years?—Yes.
551. And you would have to pay all the money back without deriving any benefit whatever?—I could put on sheep then when I liked.
552. Is there any agreement, verbal or in writing, that Pogson has a right to the land if you could not make the payments?—None whatever.
553. *Mr. J. W. Thomson.*] With regard to fencing, was it put up under your own superintendence?—Yes.
554. Not put up by Pogson as part of a larger piece of fencing round other sections?—No; it was put up by all of us.
555. Who paid the money for it?—Mr. Pogson.
556. Have you put any money at all into the property by way of improvements?—Not more than £100.
557. How has that been expended?—In the house.
558. Did you put it up yourself?—No; by contract.
559. *Mr. Fulton.*] You have been some years on the property?—Two and a half years.
560. How much money have you laid by in that time towards paying off?—About £50.
561. Do you expect to get any more than that every other two and a half years?—I do.
562. How much?—I fully expect to make £100 a year clear.
563. Then, how would that meet the £277 a year you have to pay?—I do not expect it to. I expect the land to double in value by the end of the term.
564. Supposing within half a year of the end of the term Pogson called on you for the money, what would you do?—I should not be able to pay it.
565. What would you do?—I could not do anything, nor could he.
566. Who would get the benefit of the increased value of the land then?—I should, because the land would be mine.



567. Not at all. Suppose he called up the notes, and you could not pay, what would happen?—He has no pull on me.

568. Could he not declare you bankrupt?—I do not think that would forfeit the land.

569. You will find yourself much mistaken. Why would the land only carry sheep in the summer?—Because the country is high and exposed.

570. Then, will burning enable you to keep sheep in winter?—To a great extent, because the lower part is mostly covered with scrub, and, if that was cleared, sheep could be kept on in winter as well as summer.

571. Have you no written agreement with Pogson?—Only as regards the grazing of the sheep.

572. Is there no agreement as security for the land?—None whatever.

573. *The Chairman.*] Whose employment were you in when you purchased?—Gellibrand's.

574. Do you ever work for the firm now?—I do clerking work at shearing time.

575. Can you turn off the sheep so long as the firm continue to pay your instalments?—Yes; I am under the impression I can turn them off when I like.

576. If they said, "Here is the money to make your payment," and you refused it, could you turn the sheep off?—Yes.

577. I would advise you to read the agreement [agreement read]. Then, in what sense are you master of the land?—I do not see the agreement that way. I think I could turn their sheep off and put my own on, notwithstanding the agreement.

578. Who contracted for building your house?—A man named C. D. Smith.

579. Is he in the employ of the firm?—Not at present.

580. Who accepted the tender for the contract?—I did.

581. Where did you get the money to pay for it?—It was my own money.

582. It was not from Pogson?—No.

583. *Hon. Mr. Rolleston.*] Do you reside constantly in this cottage?—Except when I get leave from the Board to be away three months.

584. *Mr. J. McKenzie.*] Were you present on the ground when the surveyor was there within the last month?—I was on the ground. I was not at home the day he called. I was out poisoning rabbits.

WILLIAM HIGGINS, examined on oath.

585. *The Chairman.*] What are you?—A settler, at Silver Peak, holding Section 1, Block IV., 994 acres.

586. Do you reside on it?—Yes; I have a substantial stone house, out-buildings, and a large garden.

587. What use are you making of the land?—I have seven head of cattle and four horses, and I allow Gellibrand's sheep to run on it for money they have advanced to me.

588. You pay no interest, and you charge nothing for the use of the land?—Yes.

589. Do you pay the instalments yourself?—Mr. Cargill pays the instalments; Gellibrand and Co. pay the money to him.

590. Have you paid any instalment yourself?—Yes; the first I paid with my own money.

591. And they have paid all the rest?—Yes.

592. Have you any documentary agreement for repayment?—Only a promissory note.

593. Your "use and benefit" of the land is comprised in the keeping a few horses and cattle on it?—Yes.

594. What means have you of paying the money back?—I live in hopes of doing so.

595. Suppose they came on you suddenly for it?—I could borrow money from others.

596. What are your means of living?—I get work at shearing time and at other times, and I catch rabbits.

597. What do you do as a general rule?—Work my own ground; it takes me all my time to destroy the rabbits on it.

598. Suppose they came on you suddenly for repayment, could you do it?—I think I could find the money.

599. Is the ground fenced?—It has natural boundaries, except on one side, which is fenced. That fence was there before I took the land.

600. Were you working on the station when you bought the land?—No; I was living at Blueskin.

601. Had you any conversation whatever with the runholders before buying?—None whatever. Mr. Cargill bought for me on my personal instructions.

602. *Mr. J. McKenzie.*] Before going into it, did you make full calculations as to the cost?—No; not exactly. I thought I could meet £69 a year.

603. Had you any idea at that time that Mr. Pogson would assist you?—No; but when I saw the difficulty of getting things there, and that my money was running short, I saw that I should have to do something else, or lose the land.

604. And you then went to Mr. Pogson?—Yes; who advanced me money on those terms.

605. Then the land is virtually let to him for fifteen years?—No; I can turn his sheep off at any time that I am able to repay him.

606. Are you sure of that [agreement read]. By that, as long as the firm continue to make advances, you cannot turn their sheep off. Were you fully acquainted with the conditions of the agreement before you signed it?—I did not study it minutely.

607. You were under the impression that you could force them to take their sheep off at any time that you might be able to repay them?—I was.

608. *Mr. Stevens.*] When you took up the land you expected to be able to pay for it without the assistance of Mr. Pogson?—Yes.

609. But you found it difficult of access. Did you buy the land without seeing it?—Yes; I had a brother there, who told me he had been through the land.

610. Mr. Pogson had seen the land before you bought it?—I cannot say. My brother has a section adjoining me.

611. How many sheep would your land run?—I think about 500.

612. What did you give for it?—£1 an acre.

613. What would it cost to fence?—I have not had to fence. I could do it myself.

614. The cost of the land and improvements and 500 sheep would be altogether about £2,000?—Yes; as near as I can tell.

615. What means have you of getting wool away?—None, unless it was packed away in bags therefore I found it best to keep cattle and horses, which I shall have to increase gradually.

616. *Major Harris.*] By the agreement you have heard read, have not Gellibrand and Co. possession of the land for fifteen years?—No; it belongs to me.

617. But you could not turn off their sheep at any time in the fifteen years?—No, it seems not, according to the agreement.

618. *Mr. W. White.*] What led you to believe you had power to compel the removal of the sheep?—I do not know exactly.

619. In what case would you give notice for the removal of the sheep?—If I could stock the land myself I would tell Mr. Pogson I would not care to have the sheep there any longer.

620. But, by the agreement, you have absolutely given the full right for the company to run their sheep for fifteen years. What power have you to alter that?—I thought I had the power.

621. Did Pogson tell you so?—No.

622. As a matter of fact, Pogson could compel you to remove your cattle, instead of you compelling him to remove his sheep?—I do not think he could compel me to remove them.

623. *Mr. J. W. Thomson.*] How much do you make in a year from all sources?—During the poisoning season I can make £1 a day for three months at rabbiting.

624. Then it is chiefly from rabbiting you make a living?—I had money before I went there.

625. How much money have you spent of your own?—About £300 in various ways.

626. *Mr. Fulton.*] To whom do you sell the rabbitskins?—A storekeeper at Hindon buys them.

627. Who supplies you with poison?—I buy it of Mr. Pogson.

628. You occasionally go away from home and get a job of work on the station?—Yes; I went away at shearing time and poisoning time. I gave notice to the Board and got leave.

629. *The Chairman.*] How long has the agreement been in force between you and Gellibrand and Co.?—Two years.

630. When was it first committed to writing?—About two years ago.

630a. Has there been any new agreement since?—Not that I know of.

630b. Here is an agreement dated only a few weeks ago [handed to witness]; did you sign that?—Yes.]

630c. You say you made an agreement in writing two years ago, and now you say you signed this a few weeks ago, and you say you have only signed one. Which is correct?—I really forget; that is the only agreement I have signed.

630d. Then why did you say you signed one two years ago?—I was under the impression that I had, but that is the only one I signed.

630e. Well, did you also sign one two years ago?—No; none.

630f. Is your memory so short that you confuse two years and six weeks?—I have not a good memory.

630g. There is no other agreement than this existing?—No; none whatever. I have only signed the one.

630h. But two years ago or more they made an agreement with you. Was it drawn up?—No; there was no document.

631. Then you went on a verbal agreement for two years?—Yes.

632. What was the cause of the delay?—I cannot say.

633. There is no other agreement existing?—None whatever.

634. What did Mr. Pogson say when he asked you to sign the agreement?—He told me that was the arrangement.

635. Who was present when you signed it?—Mr. Duncan Smith.

636. Was Mr. Humphries not there?—No, I think not.

WEDNESDAY, 8TH AUGUST, 1883.

THOMAS JOHNSTON, further examined.

637. *The Chairman.*] Are you prepared to state on oath that you had no arrangement either in writing or verbally, with any one of the firm of Gellibrand and Co. or with any person on their behalf, to the effect that, if the said firm assisted you to purchase the land and paid your instalments, you would allow them to graze their sheep on the land?—There was no such arrangement; only, as to getting the land, that Mr. Pogson would pay the instalments.

638. What were you to give in lieu of that?—He never asked me about it.

639. Was there any arrangement to running sheep on the land?—No.

640. Has there been no arrangement that you shall give an agreement about it?—No.

641. Nothing ever said about it?—No.

642. What interest are you to pay for the money?—Nothing was said about interest.

643. Do you tell the Committee positively that at no time has there been any arrangement or

any conversation, either with regard to the present or the future, with Gellibrand and Co., or Pogson, or any person, respecting running sheep on the land?—No; only as to paying my instalments and giving me money to put up a house.

644. Who is to pay the other instalments?—I suppose I shall be able to get more money from him. I think I shall be able to get some money myself.

645. You know Charles Webb?—Yes.

646. Is his land near yours?—Several blocks away.

647. Whose sheep are on his land?—Some of the station sheep I suppose. It is all one piece of land.

648. Do you know the land bought by the Youngs?—I know all the country there.

649. To what use is it being put at the present time?—There are station sheep on it.

650. It is all within a ring-fence?—There are fences all through it.

651. What is the land in the ring-fence, then?—My section, Pearsall's I think, and part of Webb's. I do not know whose else.

652. *Mr. J. McKenzie.*] You applied to the Supreme Court for a *mandamus* to compel the Board to issue your license?—Yes.

653. Who were your solicitors?—Chapman and Strode.

654. Did you give them instructions yourself?—I sent a letter, and saw them personally afterwards.

655. Did you provide funds for them to proceed in the Supreme Court?—No.

656. Who did?—I do not know I am sure.

657. Do you think these lawyers would take such an interest in your affairs as to take up your case without knowing where they would get the funds?—I suppose the company would do it.

658. You never took the matter into consideration where the funds were to come from?—No.

659. Did Chapman and Strode ask you for any funds?—No.

660. *The Chairman.*] Who wrote the letter you sent to them?—They sent me a letter, to which I put my name.

661. Who delivered the letter to you to sign?—It came by post.

662. *Mr. J. McKenzie.*] Did their letter state they were instructed by any person to apply to you on the subject?—No.

663. Did you not think it strange that lawyers were going to take such an interest in your affairs as to work for you without your instructions?—[No answer.]

664. *Mr. Fulton.*] Was there any letter of instructions to you with the letter you were to sign?—No.

665. Did you sign the letter without knowing anything at all further about it?—Yes; I just took it and signed it, not knowing whether I did wrong or not.

666. Did you know what was in it?—I sort of looked over it, and put my name to it.

667. Had you any conversation with any member of the firm about this letter?—No; I saw no one at the time.

668. Had you previously?—I believe I had seen Mr. Pogson.

669. What did he say?—He said there was a letter up at the house for me.

670. Did he say anything more?—No.

671. Did he ask you to sign it?—He said I would have to look over it and put my name to it.

672. Then you did have a conversation with some member of the firm previous to signing the letter?—Yes; I did have two or three words about it.

673. *The Chairman.*] Did Pogson tell you what the letter was about?—No.

674. Then Pogson informed you that the letter was lying at the stationhouse, and told you to read and sign it?—Yes.

675. *Mr. Stevens.*] Previous to the purchase of the land, had you any conversation with Pogson about a proposed purchase of it?—Yes; I told Mr. Pogson I would like to get a bit of land, and he said he would advance me the money.

676. Upon what conditions?—None whatever were named.

677. Did he not stipulate the interest?—No.

678. Or what consideration?—No.

679. Did you think that a wise arrangement to make without any terms whatever? Would you make such an arrangement with me?—It is a rather queer one, I believe; but when a man is agreeable to lend you money I think you can take it.

680. Who instructed the agent in Dunedin to buy the land for you?—Mr. Pogson.

681. Who brought the authority to the agent to you for signature?—Mr. Pogson.

682. Did you not sign a declaration that the land was for your own use and benefit, and not for the benefit of any one else?—I did.

683. Pogson paid for the land without any arrangement as to interest from you, so are you aware now what interest you have in the land?—I do not think I have much right to it.

684. Do you not think the firm have the greatest right to it when they paid the money and their sheep have been running on the land ever since? Is it not for their use and benefit?—They have in a way; but, if I was to get enough money lent me to carry on for a year or two, I think I could manage to get round. There is ground I could cultivate, and make a lot of money out of in that way.

685. Had you any arrangement with Pogson to the effect that you would allow his stock to run on the land after it was bought in your name?—No.

686. Then, did he not make any proposal to that effect?—Not yet.

687. You signed no agreement?—No.

688. Did you go to Pogson about the solicitors in Dunedin taking action, or did he come to you first?—I believe I went to him.

689. You will not swear he did not come to you first?—I will not swear it.
690. *The Chairman.*] Did you ask him to take action, or did he say he would take action for you?—He told me he would take action for me.
691. *Mr. Stevens.*] You said you had not yet entered into any agreement with him?—No.
692. Are you going to enter into an agreement?—I do not know.
693. When you bought the ground, did you ever expect for a moment you were going to have the use of it?—I had, in time; as soon as I could clear myself.
694. Not the immediate use of it?—I expected Mr. Pogson would run his sheep, and give me so much rent at first.
695. Why should he give you rent after he had advanced the money?—That would help to pay for the land, I thought.
696. When you gave instructions to purchase the land, did you expect to get the use of it for your own purposes as soon as it was bought?—Yes.
697. Did you expect to put your own cattle on it?—I expected it to belong to me at any rate.
698. *Mr. J. W. Thomson.*] Do you expect Mr. Pogson will make a proposal to you by-and-by as to running sheep on the land?—I would make a proposal to him about it if I got the land.
699. *Mr. Stevens.*] Who brought the declaration that the land was for your own use and benefit to you for signature?—Mr. Pogson.
700. *Major Harris.*] Mr. Pogson was to pay for the land without interest?—Yes.
701. Then you would feel under an obligation to him?—Certainly.
702. Do you make any return for it?—I am likely to return it when I get the place in order. I am rabbiting on the ground now.
703. Are you in shares on the sheep on the land?—No.
704. Then, if the whole of the sheep died off, it would be no loss to you?—No.
705. Would it be no gain to you?—No.
706. Would there not be more feed for the rabbits?—I want to get rid of them.
707. Suppose they were all destroyed off by inoculation, would that be a disadvantage to you?—Not a disadvantage.
708. You would not be able to make a living?—Not on rabbits. I could make a living by other things. I could farm a lot of the land, by which I could grow crops to keep myself, and pay for the land.
709. *Mr. J. W. Thomson.*] Have you the means to do that?—No; I have no means. I could get help.
710. Do you believe Mr. Pogson would help you to get farming implements as well as pay your instalments?—I believe he would.
711. Have you any arrangement with any one of the firm, or any one else, as to selling this land on some future occasion?—No agreement of any sort whatever, now.
712. Have you had any conversation with any one on the subject?—No.
713. You said not "now;" what do you mean by that? Do you expect to come to some arrangement?—I intend to try to work it for myself, and if I cannot to give it up.
714. *The Chairman.*] To whom?—To the Land Board.
715. *Mr. Fulton.*] Who supplies you with rabbit-poison?—Mr. Pogson.
716. Do you pay him?—No; I have not yet.
717. Whom do you sell the skins to?—To him.
718. At how much?—2d. each.
719. Then you are really working for him in rabbiting?—I am working for myself. I sell him the skins.
720. *Mr. J. McKenzie.*] Has not Pogson other men rabbiting, and paying them the same as you?—I do not know what he pays them. He has about fifty, I suppose, killing rabbits.
721. And making a living?—Yes; some are doing very well.
722. Then, it is as much benefit to them to kill rabbits for Mr. Pogson, as it is to you to kill them on your own land?—I dare say it is more benefit.
723. *Mr. Fulton.*] Do they sell the skins at 2d?—I do not know.
724. *The Chairman.*] Before the land was purchased, were you rabbiting?—Yes; just before shearing time.
725. And getting the same price?—Yes.

DANIEL McEWEN FISHER, further examined.

726. *The Chairman.*] Are you prepared to state on oath that you had no arrangement, either in writing or verbally, with any one of the firm of Gellibrand and Co., or with any person on behalf behalf, to the effect that, if the said firm assisted you to purchase the land and paid your instalments, that you would allow them to graze their sheep on the land?—No arrangement with any one whatever.
727. When you purchased the land, what was your intention as to using it?—To have sheep on it.
728. Whose?—My own.
729. When did you expect to put them on?—When I got my license.
730. *Mr. J. W. Thomson.*] Have you any understanding with Mr. Pogson as to a future disposition of the land to the firm?—No.
731. *The Chairman.*] Have you had any conversation with Mr. Pogson respecting running sheep on the land?—No.

WILLIAM WILSON FRANCIS, further examined.

732. *The Chairman.*] Are you prepared to state on oath that you had no arrangement, either in writing or verbally, with any one of the firm of Gellibrand and Co., or with any person on their

behalf, to the effect that if the said firm assisted you to purchase the land and paid your instalments, that you would allow them to graze their sheep on the land?—Since I have taken up the land I have made an arrangement.

733. When did you first make an arrangement with them?—About six months after the sale.

734. What arrangement was it?—A verbal one. I have made an agreement in writing about four months ago.

735. Who was present when you signed that agreement?—Mr. Pogson and Mr. Humphreys.

736. Had you any arrangement of any kind before the purchase?—None whatever.

737. Was there any conversation as to running sheep on the land when you gave instructions to purchase?—No.

738. Was there any understanding expressed or implied to that effect?—No.

739. The sheep have been on the land from the time you bought till now?—Yes.

740. *Mr. J. McKenzie.*] How long since you took up the land?—About two and a half years.

741. And the agreement was made verbally about six months after the sale.—Yes.

742. And you have been carrying on a verbal agreement till May last?—Yes.

743. *Mr. Stevens.*] Did Pogson buy the land on your authority?—Yes.

744. Then, if so, you must have had a conversation with him before the purchase?—I had about the purchase of the land, but not as regards sheep.

745. How long before the sale did you instruct Pogson to purchase on your behalf?—A month or six weeks.

746. What was your understanding with him then?—That he would assist me.

747. Upon what conditions?—No conditions were mentioned.

748. Do you mean to say you entered into an arrangement to borrow money to pay for the land without stipulating what the conditions were?—Yes; I did so.

749. Was the suggestion to buy the land your own or Pogson's?—My own.

750. Did you go to Pogson and ask him to purchase the land for you?—I asked him if he would assist me.

751. Upon what terms?—No terms were mentioned at the time.

752. Do you mean to say that you, a man able to do clerical work, would enter into an arrangement to borrow money without any understanding as to the terms on which you borrowed that money?—I did so; it was a verbal arrangement.

753. What was the verbal arrangement?—That he was to run his sheep there. That was after the purchase.

754. But there was a verbal agreement, a month before the purchase, that Pogson should advance the money?—Yes.

755. Upon what conditions? Were you to pay 100 per cent., say, for the use of the money?—No conditions at all were named.

756. Then, if the land was bought for you with money borrowed, you were unaware upon what terms; do you consider you had any right or interest in the land?—Yes.

757. If you acquire an interest in something it must be upon some conditions. According to your arrangement he bought the land for you without any restriction whatever?—No terms whatever were made.

758. Do you expect the Committee to believe it when an intelligent man like you makes such a statement as that?—I should imagine so.

759. *The Chairman.*] Did you ever have any conversation with Pogson with regard to a future transfer of your land to the firm?—Never.

760. Quite sure of that now?—Quite sure.

761. Did Pogson advance the money for the fencing put up on the land?—Yes.

762. How much have you had towards the instalments at all?—Nothing of my own money. It was all borrowed from Gellibrand and Co.

763. In fact they paid for you?—Yes.

764. *Mr. J. W. Thomson.*] Have you any understanding with any one as to a transfer of the land at all?—No.

765. *The Chairman.*] You never had any conversation on the subject?—No.

766. *Mr. J. McKenzie.*] You read the declaration you made before purchasing?—Yes.

767. Do you know the meaning of it?—Yes.

768. That you declared you bought the land *bonâ fide* for your own exclusive use and benefit?—Yes.

769. Do you consider you have it for your own exclusive use and benefit with the firm's sheep running on it?—I took it for my own benefit.

770. What benefit are you getting from it?—I am getting a living from it.

771. *The Chairman.*] That is by killing rabbits. When you bought the land it was not to breed rabbits on. You do not breed them?—No; they breed themselves.

772. *Mr. J. McKenzie.*] Would you not do just as well killing rabbits anywhere else?—Not unless they were as thick as on my land.

773. *The Chairman.*] Have not Gellibrand and Co. had the use and benefit of that land ever since you bought it?—Yes.

774. Then do you consider in making the declaration you told the truth?—I told the truth in making the declaration. I took it for my own use and benefit.

775. *Major Harris.*] Suppose the rabbits were all killed off by inoculation, would that effect your livelihood?—To a certain extent.

776. Then, you would have no other means of living on the land after that?—No.

777. So it would be a loss to you if the rabbits were destroyed?—Yes.

WILLIAM HIGGINS, further examined.

778. *The Chairman.*] Is your memory better than it was yesterday?—Yes; I was greatly bothered yesterday.

779. When did you sign the agreement that was produced yesterday?—Now I come to recollect, I signed it a few months ago.

780. But some agreement was entered into two years and a half ago?—Not that I am aware of. I made no terms.

781. Well, before this agreement was signed, the firm's sheep had been running on the land, and they had been advancing money to you, and was there no agreement of any kind, either in words or writing?—No.

782. Who was present when you signed the agreement?—Duncan Smith.

783. Any one else?—No.

784. Was Humphreys not there?—No.

785. Then, if his name appears as a witness, it would appear wrongfully?—I declare he was not there.

786. *Mr. J. McKenzie.*] How much money do you owe to the firm now, for which you have given a promissory note?—I can hardly say exactly. I think about £100. I had sufficient money of my own to carry on, all except the instalments.

787. When did you sign the first promissory note?—As near as I can tell, about four months ago.

788. Was that when you signed the agreement?—I believe so.

789. You never signed a promissory note before that?—No.

790. How many instalments have been paid?—Three yearly instalments.

791. That is about £66 a year?—Yes.

792. How can you reconcile the statement that you have had £100 advanced at times on promissory notes with the statement that you had no agreement with the firm before May last?—I signed the first promissory note then.

793. But when was the first money advanced to you?—I think about two years ago.

794. Well, was there no agreement made then?—No.

795. The firm advanced money, their sheep were running on the ground, and yet there was no agreement?—Mr. Pogson knew me perfectly well, and had no doubt that I would repay him.

796. You were to pay the firm back, but there was no agreement?—No; they trusted to my honesty.

797. Then, for two years before May last, though the firm's sheep were running on your land, you had no agreement with them, either verbally or in writing?—No.

798. How much money have you spent of your own?—About £300.

799. And about £100 of the firm's?—Yes.

800. Then you give them for the use of £100 the whole grazing rights over land on which you have spent £400?—Yes.

801. And you get nothing at all for your own money?—Not as yet.

802. Are you prepared to state on oath that you had no arrangement, either in writing or verbally, with the firm of Gellibrand and Co., or with any person on their behalf, to the effect that, if the said firm assisted you to purchase the land and paid your instalments, you would allow them to graze their sheep on the land?—There was no agreement before I purchased the land with any one.

803. Then any arrangement whatever made has been made since?—Yes.

804. On what terms did Pogson advance you £100, a portion of which you had two years ago?—I asked him for the money, and he lent it to me without any arrangement.

805. And the sheep were then running on the land, and had been since you bought it?—Yes.

806. *Mr. Stevens.*] Do you mean to tell the Committee you have been living beside Mr. Pogson for three and a half years, and that it was only on the 9th May last you made the first agreement of any kind for allowing his sheep to run on the land?—Yes.

807. Then he had the free use of the land for three years without any arrangement whatever?—Yes.

808. Then, in return for the use of £100 lent you by Pogson, you for three years gave him the use of the land, which might be equivalent to £50 a year?—Yes.

809. *Major Harris.*] Who paid the first instalment?—I did.

810. And Mr. Pogson has paid all the instalments since?—Yes.

811. Without any arrangement at all?—Yes.

812. *Mr. J. McKenzie.*] That would leave you in debt to the firm £132?—I cannot say exactly how much.

813. *Hon. Mr. Rolleston.*] Did Mr. Pogson proffer the loan of the money to you first of all?—No. I went and asked him.

814. *Major Harris.*] Mr. Pogson paid the second instalment?—Yes; through Mr. Cargill, my agent.

815. *Mr. J. W. Thomson.*] Do I understand that you borrowed money from Mr. Pogson for other purposes than the instalments?—Yes.

816. But you say you only owe him about £100, and the instalments alone for two years would be £132?—I do not know exactly how much I owe him.

817. Are you prepared to state on oath that you have made no arrangement with the firm, or with any person, as to conveying the land to them on some future occasion?—I had no agreement before the sale with anybody.

818. Have you had any such agreement since?—No; only the one produced here.

819. *The Chairman.*] Have you ever entered into any agreement as to conveying the freehold?—No.

820. Had you ever any conversation with Pogson, or any one, as to turning the land over to any one?—No.

821. *Mr. J. McKenzie.*] What is the amount of what you have borrowed from Mr. Pogson besides the instalments?—I once borrowed £40, and once £12. I do not recollect any more.

822. Then the two yearly instalments Pogson paid, £132, and this £52, would make a total of £184 you owe the firm?—Yes.

823. So that the last promissory note would cover the total amount?—I could not tell exactly the promissory note.

824. *The Chairman.*] Then you do not know how much you owe?—Not exactly.

825. You do not think it of any consequence to keep an account?—I do not keep any account.

826. When you bought the land, was the piece of fence on it valued?—Not that I am aware of.

827. Then you never paid anything for that?—No.

THURSDAY, 9TH AUGUST, 1883.

WILLIAM HIGGINS, further examined.

828. You say all the money you ever had from Pogson was two instalments, and £40 and £12?—Yes.

829. And what was the amount of the last promissory note you gave him?—I do not know; I took no notice.

830. Do you think it is over £200?—I cannot tell.

831. Will you swear it was not over £300?—I cannot tell.

832. Will you swear it was not over £400?—I cannot say.

833. You cannot tell to £300 how much you owe to Pogson?—No.

834. If I told you it was £435 on the 9th May last that you owed the firm, what would you say?—I could not contradict it.

835. Then, is not the £300 you said you had paid of your own money included in the £435?—I expended £300 of my own money.

836. Did you sign the promissory note without looking at the amount?—I did not take any notice of it, I assure you.

837. Then, if it had been for a thousand pounds, you would have signed it just the same?—Just the same.

838. *Mr. J. McKenzie.*] You do not contradict the fact that you owe the firm £435?—No.

839. *The Chairman.*] Do you expect the Committee to believe your statements?—It is the first Committee I have ever been before, and I am very greatly confused.

840. *Mr. J. W. Thomson.*] How do you reconcile your statement that you only owed the firm about £100, whereas it appears now it is £435?—I am sure I am unable to say.

841. *Mr. Fulton.*] Did you get any part of your own £300 from Mr. Pogson?—No; it was my own money.

TUESDAY, 14TH AUGUST, 1863.

MACLEOD CLEMENT ORBELL, examined on oath.

842. *The Chairman.*] You are a runholder?—Yes.

843. What is the number of your run?—171A, 171B, 371A, and freehold at Waikouaiti.

844. Was there a sale of a portion of your run lately?—Yes.

845. What numbers were sold?—77, Silver Peak, and 76, Waikouaiti.

846. Were both sales at the same time?—Yes; about three years ago.

847. Among the purchasers were Robert Borthwick and Harry Hertslet?—Yes.

848. Were you aware they were going to purchase this land?—Yes.

849. Did you assist them to purchase?—No.

850. They purchased with their own money?—[No answer.]

851. Have you assisted them since?—No.

852. I mean with money or with sheep?—No; I have sold them sheep.

853. What are they doing with the land?—They have sheep on it.

854. Their own?—Yes.

855. How are they branded?—With a V, I think.

856. Have you any sheep running on these sections?—Yes; a few stragglers that get through the fences, and a few of theirs are with mine.

857. Is this land fenced in?—Yes.

858. They are living on the land?—Yes. It was six or eight months after it was purchased before it was fenced, and my sheep were running over the ground because it was not fenced off. About that time they asked me if I would take the grazing of the land from them. I did so, and kept the grazing until the beginning of last year, when there was a doubt raised as to their being able to allow me the grazing of the land. Then they wished to cancel the arrangement with me. I said, Certainly. I did not wish them to jeopardize their land, and the arrangement was cancelled shortly afterwards, and they immediately bought sheep of their own. I was obliged to sell sheep, as I was losing the use of the ground, and they bought their sheep of me.

859. *Mr. J. McKenzie.*] Is your brand V?—No.

860. Who bought the land?—Hertslet bought for himself. I could not say as to Mr. Borthwick.

861. You do not know who acted as his agent?—I do not remember. They did not both buy at the same time. I remember perfectly Hertslet buying, because I advised him to buy.

862. You say you did not assist in any way to purchase their land or pay their instalments?—Not in any way.

863. Not by your agent?—No; whatever money they got from me has been owing to them.

864. When did you sell sheep to Hertslet?—Some time last year before shearing.

865. Up to then your sheep were running on their land?—Yes.

866. What sort of arrangement had you with these parties?—Simply to pay them so much for the grass.

867. A verbal or written agreement?—Verbal.

868. Up to the middle of last year you were paying rent for the grass?—Yes.

869. Since that arrangement was cancelled, have you fenced off your freehold from their leasehold?—It was fenced off before. The fence does not exactly follow the boundary, the country being rough; but it is near enough to be called the boundary.

870. What is your brand?—Spur, or wineglass.

871. When you sold sheep to Borthwick and Hertslet, did they alter the brand on them?—Yes; they put on the V (which was an old brand of mine laying about the yard) before shearing-time, to distinguish them from mine. They have altered this brand since and registered it.

872. The sheep are returned here as having your brand?—That is impossible. There may be a few stragglers of mine among them.

873. During the time you had the grazing of Borthwick and Hertslet's land, did you employ them?—Sometimes; always at shearing-time and other busy times.

874. Is it not the fact that Hertslet acted as your manager during that time?—Yes; he had done so.

875. And Borthwick as your shepherd?—No; not at all times.

876. But at the time you leased the country for grazing?—Only when I required him.

877. And you allowed them to shear their sheep in your shed last year?—Yes. I purchased the wool simply because they had not the means of putting up a shed. It was part of the condition on which I sold the sheep to them that I should get the wool from their sheep.

878. That was the reason why it was not necessary to make any separation of the wool at shearing?—Just so.

879. The wool was not sold separately on their own account?—No; I bought it. I continually acted as their agent. It is part of my business to act as commission agent. Hertslet is my nephew, and lived with me from his fifth or sixth year. They work their sheep together.

880. Do you know Mr. Pogson?—Yes.

881. Have you seen him lately?—No.

882. You have no interest, direct or indirect, in their country now?—None whatever.

883. *Mr. McMillan.*] You advised these men to buy the land?—I advised my nephew to buy.

884. Was there any arrangement as to the occupation of the land before they bought?—None whatever.

885. Was the brand they used when you sold them the sheep your registered brand?—It was my registered brand some ten years ago, but not my present registered brand.

886. Do you hold any lien over their stock or wool?—No.

887. Do you make it a practice of buying other people's wool?—Yes; I bought all round the district last year. I simply bought theirs on the sheep because they had no convenience for shearing.

888. Then, are these two men occupying this land entirely for their own use and benefit?—As far as I know they are. I believe so.

889. *The Chairman.*] This Silverpeak land adjoins some of Gellibrand and Co.'s land?—Yes.

890. What is their brand?—I do not remember. I believe it is a V (in red), but I will not be sure.

891. *Mr. J. McKenzie.*] Can you state, of your own knowledge, if Hertslet had sufficient means to purchase this land?—I believe so. I know they each had several hundreds. Borthwick had been working as shepherd for me for fifteen years. I always allowed him to run a few head of cattle and horses, and he hardly ever touched his wages. I know he had more than £1,000.

892. What did Hertslet pay for his land?—Somewhere about £2 an acre.

893. How much did Borthwick pay?—I could not say from memory; I know Hertslet paid a good deal more than he expected.

894. *Mr. Fulton.*] Each man had, to your own knowledge, at least £1,000?—Yes.

HARRY HERTSLET, examined on oath.

895. *The Chairman.*] What are you?—A sheep-farmer.

896. You hold Section 1, Block VII., Waikouaiti, 3,802 acres?—Yes.

897. When did you buy it?—On the 29th March, 1879.

898. At what price?—£2 3s. 9d. an acre, I think.

899. What use have you put the land to ever since?—I have been grazing sheep on it.

900. Whose?—Mr. Orbell's part of the time, and my own now.

901. Specify the time you had Mr. Orbell's and the time you have had your own?—I had Mr. Orbell's until last October, and my own since.

902. On what terms had you Orbell's sheep?—He gave me a certain figure for the grazing of the land. At the time I bought the land I gave a great deal more than I expected to, and therefore was not prepared to stock it at the time.

903. Will you state the terms upon which you grazed Mr. Orbell's sheep?—He gave me, I think, £575 a year.

904. How many sheep will the land carry to the acre?—Nearly one to the acre. About three sheep to four acres.



905. How many did you run when you were receiving this rental?—About 3,000. There is a Government reserve of 700 acres, which I rent.

906. *Hon. Mr. Rolleston.*] That would be over 3s. a sheep?—I could not tell exactly.

907. *The Chairman.*] This lasted until October last?—Yes.

908. Who did you buy your sheep from when you stocked yourself?—From Mr. Orbell, who had to sell sheep then.

909. Did you buy the same sheep that were running there before?—Some of them; but I bought mostly younger sheep.

910. Whose brand was on them when you bought?—Mr. Orbell's own—a spur.

911. You rebranded them?—Yes; I put on a V.

912. Do you know the adjoining land of Silver Peak?—Yes.

913. You know the land which formerly belonged to Gellibrand and Co.?—Yes.

914. What is their brand?—They have different brands. They brand with a V, and use red, but they have several brands.

915. You have paid your instalments, I suppose?—Yes.

916. How much a half-year?—£277 5s. 7d.

917. This money you received from Mr. Orbell for running his sheep paid the whole of your instalments and left a balance to the good?—Yes, a little.

918. What did you do with your wool at last shearing?—Sold it to Mr. Orbell.

919. Before it was shorn, or after?—Before. I had no conveniences for shearing.

920. What did you get for it?—3s. 9d. per sheep, I think.

921. They would go about 4 lb.?—About that I suppose; a trifle over.

922. When you bought the land, had you money of your own?—Certainly. I should not have attempted to buy if I had not.

923. You were able to purchase without any assistance?—Yes. I had no assistance from any one; and but for the high price at which the land went I should have been able to stock it then. It went much above the upset, there being great competition for it.

924. Is it rocky land?—Yes, rough; but a very good grazing section.

925. *Mr. J. McKenzie.*] Have you the land fully stocked now?—No; it would carry more.

926. You have 2,250 sheep now?—Yes.

927. How many sheep ran on the land when Mr. Orbell had the grazing?—About 3,000, I think.

928. Then, if he gave you £575 a year, that would be about 4s. 6d. a sheep?—I do not think Mr. Orbell would give so much as that. There must have been more sheep.

929. Would you think 5s. a year too much for the grazing of a sheep?—Yes.

930. Well, are you not paying more yourself, considering the number of sheep you have and the amount of your yearly instalment?—No; I would not say that. I pay £554 a year. My wool-money alone last shearing came to £421; besides, I am acquiring the freehold of the land; it is not rent.

931. When did you fence the country?—Part of it was fenced almost when I bought it, part I fenced at once, and part is being fenced now.

932. You are not fenced against Borthwick?—No; we are running together. All down there do the same thing.

933. Do you keep a boundary between yourself and Borthwick?—No; we run in common.

934. During the time Orbell had the grazing of your land you acted as his manager?—Partly.

935. And Borthwick was employed as his shepherd at the same time?—Partly.

936. You have no arrangement with any person to convey this land to them at the end of your term?—Certainly not.

937. When did you send in a return of your sheep to the Sheep Department?—I cannot say exactly when.

938. What brand did you register as yours when you sent in that return?—It was like an anchor with a cross-piece.

939. That return was made in April last?—I do not know. It was sent to me and I filled it up and returned it.

940. *Mr. McMillan.*] Had you a written agreement with Orbell for the occupation of the land after you took it?—No; verbal.

941. It was simply understood that he was to give you £575 a year for the grazing of the land?—Yes. Finding, through the high price I had given for the land, that I was unable to stock it myself, I agreed with Mr. Orbell to let him have the grazing at that amount per annum, and he could run as many sheep as he liked.

942. What sort of homestead have you on your land?—A cottage.

943. Have you been most of your time residing on the land?—Yes, except when away on business, and when I got leave from the Land Board.

944. You have no yard or woolshed?—No; Mr. Orbell's is within a few hundred yards of my cottage.

945. *Mr. Stevens.*] Was any other land open for sale or lease in that locality, say, within twenty or thirty miles?—I think not.

946. Orbell could not have got 3,000 acres cheaper than by paying £500 a year?—I do not think he could have got it all.

947. When you were shearing, how did you and Borthwick know each other's sheep?—They were branded in different places.

948. You pay £554 a year instalment, and you received £575 from Mr. Orbell?—Yes.

949. In taking up the land, did you expect to make that amount of money off it?—No; I expected then to stock it myself.

950. You remained from March, 1879, till October last before you stocked it yourself?—Because made more money by running other sheep.
951. You had no understanding, before you bought the land with Orbell, as to putting stock on?—No.
952. How long after did you make the arrangement with him?—Some months; I cannot say exactly how long.
953. Was his stock on the land when you bought it?—Yes.
954. Did he remove them immediately after you bought?—No; they remained there.
955. So, previous to the land being taken up by you until October last, Orbell's sheep were running on the land?—Yes.
956. In October Orbell took away the whole of his sheep?—They were all cleared off for shearing.
957. You bought some of the same sheep yourself?—Yes.
958. At how much per sheep?—Eleven shillings. They were all young ewes.
959. You have kept them without breeding from them?—There has been no time; they are in lamb now, I hope.
960. Merino sheep, I suppose?—Yes; there are a few hundred half-breds among them.
961. Did you pay cash for the sheep?—No, I gave bills.
962. Have any of them been paid?—One, for about £440.
963. What is the usual shearing-time there?—From November to January.
964. You bought them before they were shorn?—Two months before.
965. And then you sold the wool to Orbell?—Yes.
966. You gave 11s. per sheep, and got 3s. 9d. for the wool from Orbell?—Yes.
967. Do you remember when they were shorn?—The 29th December, I think.
968. What time in October did you buy the sheep?—About the 9th or 10th.
969. *Mr. Fulton.*] You paid a great deal more for your land than you expected?—Yes; I expected to pay only about £1 6s. or £1 7s., and I had to give £2 3s. 9d.
970. Then, your calculation was a good deal upset by that extra price?—Yes.
971. *Mr. J. Buchanan.*] When you bought sheep from Mr. Orbell, did you give him a mortgage?—No.
972. He is dependent upon your promissory notes?—Yes.
973. Yourself and your neighbours run sheep in common?—With one neighbour—Borthwick.
974. You say also Gellibrand and Co.'s sheep run with yours?—They come through sometimes, but the land is fenced off.
975. The sheep now on the block are not the same sheep that ran there when Orbell had the grazing?—Part of them.
976. Do all descriptions of sheep run in common together—ewes and wethers?—Sometimes.
977. Is it the practice to run the male sheep with the females always?—We generally take the female sheep out at a certain time of the year. It depends largely upon the conveniences you have.
978. *Hon. Mr. Rolleston.*] You and Borthwick have about 8,000 acres between you?—Yes.
979. In a ring-fence?—Yes.
980. What does the fence cost a mile—roughly, £70?—It depends where you put it—about £60. There are a lot of old fences on the place, and the reserve saved a great deal of fencing.
981. Have you fenced since you bought?—Yes, a lot of it.
982. How many miles?—About four.
983. A ring-fence round 8,000 acres is a great deal more than that?—Borthwick has a lot of fence, and there is a lot of old fencing.
984. Is it possible to work a block of land like that without subdivision?—It would be all the better for subdivision. I suppose it will be subdivided before long, but you cannot do everything at once.
985. *Mr. J. McKenzie.*] You yet owe £799 to Mr. Orbell?—More than that, I think, with the interest.
986. What rate of interest?—10 per cent.
987. Has Orbell the same sort of agreement with Borthwick as with you?—Yes.
988. He bought sheep on bills, too?—Yes.
989. You and Borthwick purchased sheep at the same time?—Yes; and agreed to run them together.
990. Previous to that you both allowed Orbell the grazing on the same terms?—Yes; but I had my land a year before Borthwick.
991. *Mr. Stevens.*] Is the V brand registered in your name?—No; I have quite a new registered brand.
992. Then, after shearing them, you brand them with your own registered brand?—Yes.
993. Any different ear-mark on them, so as to distinguish them from Orbell's?—Yes; the top off the ear.
994. *The Chairman.*] Is your brand and Borthwick's the same?—No; different. Borthwick has a square with a rod stuck through it.
995. Are you not partners in the sheep?—No.
996. You each own your own sheep?—Yes.
997. Do you know where Borthwick is?—I believe at home.
998. Where was he last week?—I think at the Taieri Lake Station.
999. Mrs. Borthwick knew probably where her husband was?—I do not know that she did.
1000. Is he on his own ground now?—I cannot say.

## APPENDIX.

## A.

AGREEMENT produced by WITNESS (Mr. George W. Pogson).\*

THIS agreement, made the 9th day of May, 1883, between the firm of W. Gellibrand and Co., of the one part, and Charles Higgins, of Silver Peak, settler, of the other part. Whereas, by a certain license under the hand of the Commissioner of Crown Lands, dated 14th April, 1880, the said Charles Higgins was licensed to hold 2,517 acres 2 roods 27 poles of land situate in the said district, for the term of fifteen years, from 1st September, 1880, subject to the provisions and conditions therein mentioned: And whereas the said firm have from time to time lent to the said Charles Higgins divers sums of money at interest, amounting in the whole to £627 14s. sterling, to enable him to make the necessary payments to the Government, pursuant to the said license, and to erect a dwellinghouse and fencing upon the said land: And whereas the said Charles Higgins has requested the said firm to make further advances to enable him to pay the half-yearly fee payable under the said license, and the said firm has agreed to make such further advances upon and subject to the following conditions and agreements, that is to say,—

1. That, in consideration of being allowed by the said Charles Higgins to depasture their sheep and cattle upon the said land, the said firm hereby agree to waive and forego all interest accrued upon the said advances heretofore made as aforesaid, and (subject as hereinafter mentioned) to make to the said Charles Higgins such further advances as aforesaid without charging interest for the same.

2. That all such past and further advances as aforesaid shall from time to time be secured by the promissory note of the said Charles Higgins, payable to the said firm on demand, so that there shall be only one promissory note current, including all such advances made up to the date thereof.

3. In consideration of such waiver of interest as aforesaid the said Charles Higgins hereby agrees to allow the said firm to depasture their sheep and cattle upon the said land until the expiration of the said term of fifteen years: Provided that, if the said firm shall at any time refuse to make such further advances as aforesaid, their right to depasture sheep and cattle as aforesaid shall cease.

4. That the said firm may at any time refuse to make such further advances as aforesaid, and may thereupon require repayment of all sums of money which shall have been so advanced as aforesaid up to that date, and may sue the said Charles Higgins upon any promissory note then current.

G. W. POGSON,

(for W. GELLIBRAND AND Co.)

CHARLES HIGGINS.

Witness—E. W. Humphreys.

MEMORANDUM.—Agreements to the same effect between Messrs. Gellibrand and Co. and John Watson, Charles Higgins, William Higgins, and William Wilson Francis were produced to the Committee by the witness. The particulars of these agreements are as follows:—

Names.	Address.	Date of Agreement.	Acreage.	Date of License.	Number of Years.	Amount Due.
			A. R. P.			£ s. d.
John Watson, settler ..	Silverpeak	May 9, 1883	2,334 0 0	April 14, 1880	15, from Sept. 1, 1880	520 14 0
Charles Higgins, settler ..	Silverpeak	May 9, 1883	2,517 2 27	April 14, 1880	15, from Sept. 1, 1880	627 14 0
William Higgins, settler ..	Silverpeak	May 8, 1883	993 2 10	April 14, 1880	15, from Sept. 1, 1880	435 0 0
William Wilson Francis ..	Silverpeak	May 9, 1883	4,163 3 20	April 6, 1881	15, from Mar. 1, 1881	1,151 13 0

## B.

## EVIDENCE TAKEN BY OTAGO WASTE LANDS BOARD.

## INDEX OF EVIDENCE.

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| <p>1-8. Thomas Hughan's evidence; service of summons.</p> <p>9-27. E. T. Collinson's evidence; service of summons.</p> <p>28-45. Thomas Hughan's evidence; tendering expenses.</p> <p>46-146. James Benn Bradshaw's evidence.</p> <p>147-179. Thomas Hughan's evidence.</p> <p>180-189. Alfred Charles Kimbell's evidence.</p> <p>190-348. Kenneth Williamson's evidence. Daniel McEwen Fisher's case. Thomas Hughan and E. T. Collinson; formal evidence of service of summons.</p> | <p>349-407. Charles Webb's and William Free's cases.</p> <p>408-439. Thomas Hughan and E. T. Collinson; the same, William Young's case.</p> <p>440-448. Thomas Hughan and E. T. Collinson; the same, Philip Young's case.</p> <p>449-457. Thomas Hughan and E. T. Collinson; the same, James Pearsall's case.</p> <p>458-464. Thomas Hughan and E. T. Collinson; the same.</p> |
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A SPECIAL MEETING of the Board was held in the Board-room, at Dunedin, on Thursday, the 7th June, at 11 a.m. Present—The Chief Commissioner (J. P. Maitland, Esq.) in the chair; Commissioners Stout, Bradshaw, Green, Clark, and Duncan. Mr. Haggitt appeared on behalf of the Board. Mr. A. C. Kimbell appeared as an objector. It was agreed to take first the case of Thomas Johnston, section 2, Block VI., Strath-Taieri District. Evidence was given as follows:—

\* The original was unstamped when produced to Committee.—V. PYKE, Chairman.

THOMAS HUGHAN, examined.

1. *Mr. Haggitt.*] Your name is Thomas Hughan, and you are a Ranger of the Waste Lands Board?—Yes.
2. Do you know Thomas Johnston?—Not personally.
3. Do you know where he lives?—I do.
4. What is he?—A labourer. His family are at Outram. I saw his wife there.
5. When?—On Monday evening.
6. Last Monday evening?—Yes; the 4th June. He had left that morning for Strath-Taieri. He is working there, I believe.
7. He is working, you believe, at Strath-Taieri, and you called at his house on the 4th June?—Yes.

8. Please look at this [handing summons to witness], and see if you left a duplicate of it at his house on that day?—Yes; I left a duplicate of that at his house.

*Mr. Haggitt:* The summons recites that, “Whereas by ‘The Commissioners’ Powers Act, 1867,’ it is enacted that it shall be lawful for any Board or Commission to summon in writing under the hand of the Chairman or any Commissioner or member of the Board any person whose evidence shall, in the judgment of the said Board or Commission, be material to the subject-matter of the inquiry to be made by such Board or Commission, to attend the said Board or Commission, at such place and time as shall be specified in such writing: And whereas by ‘The Land Act, 1877,’ it is enacted that every dispute and difference relating or incident to the sale, letting, disposal, and occupation of Crown lands, or to the interpretation or meaning of any enactment relating to or in connection with Crown lands, or to any matter or thing done under any such enactment, shall be heard and determined by the Board: and for the purpose of any such hearing every Land Board shall have all the powers of a Board or Commission appointed by the Governor in Council under ‘The Commissioners’ Powers Act, 1867’: And whereas a dispute and difference has arisen with reference to the alleged purchase by Thomas Johnston, of Outram, farmer, on the 28th day of February, 1883, of section 2, Block VI., Strath-Taieri District, in the Provincial District of Otago, the said section being pastoral lands set apart by the Governor for sale on deferred payment within the boundaries of the Otago Land District: And whereas the Land Board of the Otago Land District have, in pursuance of the powers vested in them by the Land Act of 1877, resolved and determined to hold an inquiry with reference to the said alleged purchase of section 2, Block VI., Strath-Taieri District, by the said Thomas Johnston: And whereas the said Land Board have resolved that the evidence of you, the said Thomas Johnston, is material to the subject-matter of the inquiry so to be made by the said Board, and that you should be summoned to attend on Thursday, the 7th day of June, 1883, at the office of the said Board, in the Government Buildings, Princes Street, Dunedin, to give evidence on the said inquiry: Now, therefore, I, the undersigned, James Pillans Maitland, as and being the Chairman of the said Land Board, and also a Commissioner thereof, do hereby command you that, laying aside all and singular business and excuses, you be and appear in your proper person before the Land Board of the Otago Land District, at the office of the Land Board, in the Government Buildings, Princes Street, Dunedin, on Thursday, the 7th day of June next, at the hour of eleven o’clock in the forenoon of the same day, then and there to testify all and singular those things which you know with reference to the alleged purchase by the said Thomas Johnston of the said section 2, Block VI., Strath-Taieri District, upon deferred payment upon that day, to be inquired into by the said Board.” Power is given under the Act to serve the summons “by the delivery thereof” to the person summoned, “and by leaving thereof at his usual place of abode.” Having now proved the service of this summons in the latter way, the proper course for the Board to pursue is to call Mr. Johnston on his summons.

Thomas Johnston was then called thrice on his summons, but did not answer to his name.

James Smith was called thrice on his summons, but did not answer to his name.

EDWARD THOMAS COLLINSON, examined.

9. *Mr. Haggitt.*] You are my clerk, and you know Mr. James Smith, barrister?—Yes.
10. Did you serve a duplicate of this summons [produced] on him, and, if so, when?—Yes; at his office on the 30th May.
11. Did you serve it on him personally?—Yes.
12. Did he say anything when you delivered it?—We had some conversation, but not in reference to his own summons, but in reference to the summonses of some shepherds on the station.
13. What did he say?—After serving Mr. Smith with his summons, I mentioned to him that four of the shepherds on the station had been summoned, but that the Board did not wish to put them to any inconvenience. If it would convenience them that two of the shepherds should come this Thursday and two the following Thursday, we should be prepared to consent to that course. Mr. Smith said that he did not suppose that they would attend, and that he looked upon the thing as all moonshine.
14. You did not tender Mr. Smith any expenses?—No.
15. He does not require any being a town witness?—No.

George William Pogson was called three times upon his subpoena, but did not answer to his name.

EDWARD THOMAS COLLINSON, examined.

16. *Mr. Haggitt.*] Did you serve a duplicate of this summons [produced] on one Mr. Pogson; and, if so, how, where, and when?—Yes, at Dunedin, on Monday, the 28th May, personally.

17. Did he say anything when you served it?—I asked him what he considered would be his travelling expenses in coming in from the station, in case he went out of town. He told me they would be £1 10s. each way.

18. You did not give him any expenses at the time of delivering the summons, because you had served him in Dunedin?—Yes.

THOMAS HUGHAN, examined.

19. *Mr. Haggitt.*] You know George William Pogson, of Strath-Taieri, runholder?—Yes.

20. Did you, subsequently to the service of this summons on the 28th May, tender him any sum of money as his expenses in connection with the summons?—Yes.

21. How much?—£3.

22. Did he accept it?—Yes.

23. When was that?—On Friday, the 1st June.

24. You told him what the money was for?—Yes; I told him that I was instructed to offer him the money for his expenses, and he accepted it. He said he was not sure whether he would be able to attend, as he had to go to Blackstone Hill.

George Joachim was called thrice on his subpoena, but did not answer to his name.

EDWARD THOMAS COLLINSON, examined.

25. *Mr. Haggitt.*] Did you serve a duplicate of this summons [produced] on George Joachim, and, if so, how, where, and when?—Personally, at Dunedin, on the 31st May, at Mr. Joachim's office.

26. Where does Mr. Joachim reside?—In Dunedin.

27. Did he say anything when you served the summons?—No.

Charles Paterson was then called thrice upon his subpoena, but did not answer to his name.

THOMAS HUGHAN, examined.

28. *Mr. Haggitt.*] Do you know Charles Paterson, of Strath-Taieri, shepherd?—I do.

29. Did you serve him with a duplicate of the summons [produced] you hold in your hand?—I did.

30. When and where did you serve him?—On Friday, the 1st June, at Cottesbrook Station.

31. How?—Personally.

32. Did you give him any money as expenses?—Yes; I gave him £3.

33. Did he take the money?—He took it.

34. Did he say anything?—No.

Charles Dore was called thrice on his summons, but did not answer to his name.

THOMAS HUGHAN, examined.

35. *Mr. Haggitt.*] Do you know Charles Dore?—Yes.

36. What is he, and where does he live?—He is a shepherd on the Cottesbrook Station, Strath-Taieri.

37. Did you serve him with the duplicate of the summons you hold in your hand [produced], and, if so, how, where, and when?—I served it on Charles Dore, at Cottesbrook Station, on Friday, the 1st June.

38. Personally?—Yes.

39. Did you pay him any money at the time?—I tendered him £3, which he refused. I tendered it to him twice in the presence of witnesses.

40. What did he say?—He said that he did not think it was enough to pay his expenses to Dunedin and back.

41. What are the fares and means of communication between Strath-Taieri and Dunedin?—By coach from Strath-Taieri to Outram, and I think the fare is £1.

42. What is the fare between Outram and Dunedin?—Something less than 4s.

43. Was that £3 quite sufficient to bring him to Dunedin?—I think so.

44. More than doubly sufficient?—Yes.

45. Did he say anything in regard to the summons itself?—No.

James Benn Bradshaw, before being sworn, said: I wish to make this statement, that I appear here now, not as a member of the Board, but as a commission agent, who received a commission for the purchase, and it is quite distinct altogether from my position as a member of the Board.

JAMES BENN BRADSHAW, having been duly sworn, examined.

46. *Mr. Haggitt.* Your name is James Benn Bradshaw?—Yes.

47. Your ordinary business is that of a commission agent?—Yes.

48. You are also a member of the Otago Land Board?—Yes.

49. I believe you attended the sale on the 28th February, and purchased thereat?—Yes; I attended the sale of pastoral deferred-payment sections.

50. Section 2, Block VI., Strath-Taieri, was offered, was it not, at the auction sale of pastoral deferred-payment land?—Yes.

51. Do you know Thomas Johnston?—Yes; I know him by sight. I saw him at the sale.

52. Had you seen him before the sale?—No.

53. Then you saw him for the first time at the sale?—Yes; the first time to my knowledge.

54. You purchased this Section 2, Block VI., as his agent at that sale?—Yes; under a written authority.

55. Do you produce that written authority?—I think it is here.

56. Do you put it in?—Yes. [Witness here handed in the document.]

57. Who handed you that authority?—I believe Mr. Gellibrand; at least such is my belief.

58. Had you known Mr. Gellibrand previously?—Yes. He had done business in my office many times; he is a personal friend of mine.

59. What is Mr. Gellibrand's occupation?—I believe he is a runholder.

60. In this province?—In this provincial district.
61. Has he any person in partnership with him in his run, do you know?—I do not know as a fact, but I know by repute he has a person in partnership with him.
62. Who?—I believe Mr. Smith and Mr. Pogson are in partnership with him.
63. Do you know what run they held?—They held at the time of the sale, or before.
64. That they held at or shortly previous to the sale?—They held the run upon which these sections are situated.
65. Then, at the time or shortly before the sale they held the run on which Section 2, Block VI., Strath-Taieri, is situated?—Yes.
66. Did Mr. Gellibrand give you any further instructions beyond handing you the memorandum which you have produced?—He gave me instructions to bid to this amount. In fact, he did not give me authority; he asked me whether I would accept a commission, and my terms.
67. Yes?—I asked him for whom.
68. Yes; and what did he reply?—He told me—I do not know whether he told me at the time, but I think he told me—two or three persons whom he had a wish should buy land there.
69. Mention the names of the two or three persons whom he wished to buy land there?—I told him that, as this was an unusual sale, not like the previous sale, I should require a written authority from the persons he wished me to buy for; and, besides that, I would require some substantial guarantee—which is usual in such cases—up to the limit of the price, a substantial guarantee of the first half-year's rent, and that the persons who were buying should be present and produce their own declarations.
70. Yes; and what did he say to that?—What did he say to that?
71. Yes?—He told me that he would procure me all that I wanted; that he would procure me a written authority, and I received it the next morning; I believe on the morning of the sale.
72. From him?—Yes, from him.
73. And as to the substantial guarantee?—I got an order on the Bank of New South Wales from him.
74. That is to cover the amount payable?—To cover the amount. There was a limit in all these cases.
75. The limit fixed as the amount you were to bid?—Yes.
76. Who gave you that order?—Mr. Gellibrand.
77. Did anything further take place between you?—I asked Mr. Gellibrand whether this was a *bona fide* affair or not.
78. Yes?—And he told me, Yes, the men were buying for themselves.
79. Any further conversation?—I do not know of any of any importance.
80. You do not remember anything more of any importance. Well, you attended at the sale and you purchased this section?—I purchased the section.
81. At what price? Do you recollect?—No.
82. It appears on the conditions?—32s., I think. I may say I signed it as agent for this man—signed the sheet.
83. *Mr. Haggitt.*] “Thomas Johnston, by his agent, J. B. Bradshaw” (that is correct), “32s. 6d., 2,801 acres, Section 2, Block VI., Strath-Taieri.” And the amount you paid was £151 14s. 5d.?—Yes.
84. Did you make use of the order on the Bank of Australasia?—Not on the Bank of Australasia.
85. Well, the Bank of New South Wales, then?—Yes.
86. You made use of the order that was given to you?—I did not make use of it in buying these sections.
87. How did you pay the deposit?—By order of the Bank of Australasia upon itself. The order I received from Mr. Gellibrand was not a marked one, which was necessary in such cases.
88. What became of the order you received?—I passed it to my credit, and I got the order from the Bank of Australasia upon itself. The Accountant and the Manager gave me the order.
89. A sort of acknowledgment? No; an absolute order from the bank to pay bearer so-and-so, signed by the Manager and Accountant.
90. It was something equivalent to a marked cheque?—Better than a marked cheque.
91. As good as one, at any rate?—A marked cheque might be good for three weeks or a month, but this would be good for all time. It was that I paid in.
92. You arranged this yourself?—Yes.
93. All you got from Mr. Gellibrand was the order on the Bank of New South Wales, and you arranged this?—Yes; it was a guarantee to me. That is the usual thing in all cases. I must have a substantial guarantee.
94. What was the order on the Bank of New South Wales?—I think it was Gellibrand, or Gellibrand and Co.
95. Do you recollect the terms of it?—Pay bearer.
96. A cheque, an ordinary cheque, signed Gellibrand and Co?—Yes.
97. Do you recollect the amount?—£825, I think.
98. Did that cover more than Johnston's purchase?—Yes.
99. Oh, I see, that accounts for the largeness of the amount?—The amount is £825; that is the amount I paid in to the Receiver of Land Revenue.
100. Let us understand a little more about that. Did this £825 cover the limit which you were authorized to go to for the purchases of Johnston and two others that you refer to, but whose names you have not mentioned?—Yes; Johnston's and two others; those whose names I have not mentioned.
101. Could you name them now?—Yes; James Pearsall was one, and Charles Webb the other.
102. When you say the cheque covered the amount you paid the Receiver of Land Revenue,

I understand you purchased for all these three persons?—No; I only purchased for two. I had authority to purchase for three, but only purchased for two.

103. I understand you to say that it covered the amount you paid to the receiver?—The £825 order was given to cover anything I might purchase.

104. You did not pay it as a matter of fact?—Yes, I did.

105. How was that, if you did not purchase all you intended?—There is an adjustment afterwards. I sometimes pay in £3,000 or £4,000 more than I require.

106. That is the explanation of it, then. Confining ourselves to Johnston's purchase, you succeeded in purchasing that at the price you were authorized to give?—At less than the price.

107, 108. With regard to Johnston's, you succeeded in purchasing at less than you were authorized to purchase?—Yes.

109. Was there any opposing bidder. There must have been, because it was started at 20s., and the bids were 1s. 3d. each.

110. Each bid, I think, was not less than 1s. 3d.?—Yes.

111. Do you recollect whether Mr. Kimbell was a bidder for that section?—No; I do not know who was bidding; I do not recollect. I never bid at random. I wait till others have exhausted themselves. I never bid at random, and if they outbid me I do not bid at all.

112. Johnston, you have already told us, was present at the sale?—I named him there; I named the purchaser.

113. How was it you came to sign the conditions if your principal was in the room?—That is also a usual thing. I saw this man afterwards in my office, and I arranged that I should sign these conditions.

114. You did not sign them in the sale-room?—No.

115. These conditions were signed afterwards?—Yes.

116. You were merely the highest bidder in the room?—Yes.

117. And subsequently you signed the conditions?—As his agent.

118. By agreement with your principal after you had become the purchaser?—Yes; by agreement with Johnston.

119. Well, now, you stated before that Johnston made the declaration himself; is that declaration here?—I did not say he made the declaration himself.

120. *Mr. Stout*: No; he said he handed it in himself.

121. *Witness*: I said he handed it in himself.

122. *Mr. Haggitt*.] Did you see this declaration at all?—No; I never saw it. My duty was just to bid and name the bidder. I named him openly in the auction-room, and Johnston, I suppose, came forward and deposited his declaration. In that list it says that I put in the declaration. That is not true: Johnston put it in.

123. You saw him hand it in?—Yes.

124. Could you say whether that is the declaration?—I could not say.

125. You did not see it before he handed it in?—No; I did not.

126. *Mr. Haggitt*: It purports to be taken before Mr. W. H. Valpy, J.P. The signature to the declaration and the authority are apparently in the same handwriting.

127. Now, did any conversation take place between yourself and Mr. Johnston in the interview you have spoken of in your office subsequent to the purchase?—I think so. I think I spoke to Mr. Johnston in the presence of Pearsall and Mr. Gellibrand as to the *bonâ fides* of the thing, and they declared they were buying for themselves and for no person else. Gellibrand declared the same thing to me.

128. Did you see any other person in connection with this purchase except Mr. Gellibrand and Mr. Johnston?—No.

129. I think you have said, Mr. Bradshaw, that you received a commission for making this purchase?—I was asked what my commission was, and I said.

130. Who arranged your commission?—I said what I would do it for; I would not have done it for less. When authority was given me I was asked what my commission was, and I said what it would be. It was the usual commission; I will tell you if you like. (*Mr. Haggitt*: Never mind.) I said what was the usual commission. It was no more than I charge anybody else, and no less. That was the time when I said I wanted a substantial guarantee.

131. It was to Mr. Gellibrand?—Yes.

132. Was your commission subsequently paid?—No; I paid myself.

133. You deducted your commission out of the balance?—Yes; that is also a very usual thing.

134. Had you to account to anybody for the balance of the money?—I have not accounted, but, as a matter of course, I had the balance afterwards, in adjusting which I paid it into the account of Gellibrand and Co. I have not accounted to anybody. I got the money from him, and that is one of the reasons why I signed the conditions and received the balance of the money. I paid the balance into the Bank of New South Wales.

135. Did you do that of your own motion, or were you instructed to do it?—I did it of my own motion. I do not keep the money of my clients.

136. But, instead of paying it over direct, were you told to pay any balance into the bank?—No, I do not think. I am positive I was not.

137. Have you at any time had any conversation with any other member of the firm of Gellibrand and Co. on the subject of these purchases?—Well, I must have had. I have been chaffed considerably by almost everybody with being a dummy. Mr. Pogson is also a personal friend of mine. He has been at my house, and has dined there. I have not the slightest doubt that I have spoken to him on the subject. I do not recollect him saying anything, beyond that he told me that these people were purchasing for themselves.

138. Do you know anything of Johnston's means or position?—No; I have not asked any questions about him.

139. Nor what he is?—No; I have not asked these questions. An agent does not trouble himself about these matters so long as he gets his guarantee; that I certainly required. I do not know anything of Johnston. I have had no communication with him in the least, nor have I had any with Mr. Gellibrand since he left this place in reference to this affair, though I have had to do with several large matters.

140. Is there anything more that you know about this matter beyond what you have told us?—I do not think there is anything more. I know that these people are not dummies, because they were there speaking in flesh and blood.

141. *Mr. Stout.*] In whose handwriting is the authority? I think it is in Mr. Gellibrand's. Is it in Johnston's handwriting?—I could not tell you. I do not know whose handwriting it is.

142. You know Mr. Gellibrand's handwriting?—Yes.

143. Is this in Mr. Gellibrand's handwriting?—I do not think it is. I have letters of Mr. Gellibrand.

*Mr. Stout:* Mr. Haggitt, you have not asked *re* Webb and another.

*Mr. Haggitt:* I have not. We are confining ourselves just now to Johnston's case. It came out incidentally that there were two other persons for whom Mr. Bradshaw was acting.

144. *Witness:* I had authority to purchase for all three, and purchased for two.

145. *Mr. Stout.*] Was there any suggestion about one person transferring to another, say, from Pearsall to Johnston, or Pearsall to Webb?—No; nothing whatever. There was a conversation, but I do not know whether it is material. When I saw these persons at my office they said some person coming from Tasmania was disappointed in not getting a section, and I think it was Pearsall who said, as he had a place of his own, he would be willing to transfer his section to the other person, but I discouraged him. I said I did not think it would be proper for a transfer to take place so soon. That is all that occurred with reference to transferring. I do not think it had anything to do with what you are trying to find out.

146. *Mr. Kimbell:* I have no questions to put to Mr. Bradshaw.

THOMAS HUGHAN, examined.

147. *Mr. Haggitt.*] You are Crown Lands Ranger?—Yes.

148. And therefore you go about the country a good deal?—Yes.

149. Do you know Section 2, Block VI., Strath-Taieri, that Mr. Bradshaw has been talking about?—I was over the whole of that run. I do not know the boundaries of it, but I know the land generally.

150. You say that you do not know the exact boundaries, but you know the section?—Yes.

151. On what run is this section?—What is called Cottesbrook Station.

152. Who are the proprietors of Cottesbrook Run?—Smith and Gellibrand.

153. Do you know the number of the run?—No; I know the land very well.

154. Who were the last licensees of Cottesbrook Run?—Smith and Gellibrand.

155. On what date was it that you went over that section?—On Friday and Saturday last.

156. Were there any sheep on the section then?—Yes; there were sheep all over it.

157. Did you notice the brand of the sheep?—No; I did not. I did not go sufficiently close to do that.

158. Do you know the brand of the Cottesbrook sheep?—I do not know that I do. I went over the land with one of the shepherds.

159. What shepherd?—One of the shepherds on the station—one of the shepherds who are keeping the boundaries.

160. Are you able to say who he was?—No; but he was a shepherd on the station.

161. You say that he was looking after the sheep running on this land, and that he is one of the servants of Smith and Gellibrand?—Yes.

162. Were there many sheep running there?—Some thousands.

163. Do you know anything of Mr. Thomas Johnston, who is the purchaser of this section?—Only by hearsay. I do not know him personally.

164. Do you know what is his occupation?—Yes; he is a labouring man. He was formally bullock-driver, I understand.

165. For whom?—Partly on his own account.

166. You went to his house the other day. How is his house furnished, and what sort of a house do his family reside in?—I was not inside the house, but it seemed to be a four- or six-roomed house.

167. Was it in the township?—Yes; in the main street.

168. Do you know whether Gellibrand and Co., or Smith and Gellibrand, hold any land portions of which were sold on deferred payments a short time ago?—No; I do not know. What is known as Cottesbrook Run forms what was originally a good number of runs. They have all been put into one.

169. You do not know the numbers of the different runs, but you know that Cottesbrook comprises the country previously held under separate licenses?—Yes.

170. Have any of the runs held under these licenses, or any portions of the land, been sold on deferred payments on any occasion prior to the 28th February last, to your knowledge?—Some in the Silver Peak District were sold.

171. Was that a portion of the Cottesbrook Run?—Yes.

172. When was that sold?—Two years ago—about that.

173. Are the purchasers living on the land which they purchased at that sale?—I am not sure. It is not in my regular district.

174. Are there sheep running over that land?—That I could not say, because I have not been over it.



175. *Mr. A. C. Kimbell.*] Is Mr. Johnston a married man?—Yes.  
 176. Has he any family?—I did not see any.  
 177. Where does he live; on Cottesbrook Run?—His wife is at Outram. He is working on Cottesbrook Run, about forty miles from Outram.  
 178. So that he would sleep at Cottesbrook?—He comes home occasionally. He came down on Friday and returned on Monday.  
 179. Do you know any more of the Strath-Taieri District than you have told us?—No.

ALFRED CHARLES KIMBELL, examined.

180. *Mr. Haggitt.*] What are you?—A wool-classer.  
 181. I want to know whether you attended this sale. First of all, do you know Section 2, Block VI., Strath-Taieri District?—Yes.  
 182. Did you attend the sale on the 28th February when this section was offered for sale?—Yes.  
 183. Did you bid for that section?—Yes.  
 184. And the section was eventually knocked down to Mr. Bradshaw?—Yes.  
 185. You questioned, and I believe you to-day question, the right of Mr. Johnston to be accepted as a bidder at that sale?—Yes.  
 186. What are your objections, Mr. Kimbell?—Well, before going into that I should like to make a statement.  
 187, 188. In the meantime, Mr. Kimbell, you are my witness; after I have done with you you can make your explanations?—My objection to Mr. Johnston getting a license is that I believe he is not a *bonâ fide* settler.  
 189. That, I understand, is not the result of your own knowledge, but the result of inquiries which you have instituted?—Yes.  
 The Board then adjourned till 2 p.m.  
 The Board resumed.

KENNETH WILLIAMSON, examined.

190. *Mr. Haggitt.*] Your name is Kenneth Williamson?—It is.  
 191. And I believe you are a shepherd in the employment of Messrs. Smith and Gellibrand?—Yes.  
 192. Whereabouts are you employed; on what run?—On the Nenthorne.  
 193. Is that part of what is called the Cottesbrook Station?—It is a different run, but belongs to the same firm.  
*Mr. Stout:* It lies in the north.  
 194. *Mr. Haggitt.*] Was its manager the same?—The same manager.  
 195. That is, who is the manager?—Mr. Pogson.  
 196. Do you remember the sale of land in the Strath-Taieri District on the 28th February last?—Yes.  
 197. You were not a purchaser at that sale?—I was. Not in the Strath-Taieri District; but on the same day in the Maniototo District.  
 198. You did not buy on Smith and Gellibrand's run?—No.  
 199. Were you asked to do so?—No, I was not. You mean at that sale?  
 200. Yes. Were you asked on any previous occasion to do so?—Well, Mr. Pogson never asked me; but I had it put to me.  
 201. When was that?—Some three years ago.  
 202. That was when a sale was to take place of some land at Silver Peak?—Yes.  
 203. You say that some three years ago you were asked?—It was three years since that land was sold, and some time before the sale came on I was asked. As I understood, I was "felt" whether I would be a purchaser.  
 204. That is, you understood you were "sounded" whether you would become a purchaser?—Yes.  
 205. If it was not by Mr. Pogson, who was it?—By a man in his employ, a shepherd.  
 206. What was his name?—Charles Patterson.  
 207. What was it you were actually asked to do?—I was then living on a distant part of the run, set apart as pastoral deferred-payment land. At that time part was supposed to be about to be put up, and I was given to understand that I would have to shift from that part of the run where I was and go to another, or take up this land.  
 208. That if you did not take it up you would have to shift?—Yes.  
 209. In point of fact to make room for some one else who would take it up?—I do not know.  
 210. Did any persons who were in the employment of Smith and Gellibrand purchase sections at that sale of the Silver Peak?—Yes.  
 211. Could you name any of them?—I could name one, John Watson.  
 212. Is there a man named Higgins?—There were two men of that name; but I do not know whether they were in their employ. One of them was not. Charles and William Higgins were the names of the men who purchased at the Silver Peak sale.  
 213. Do you know any other?—A man named Francis.  
 214. Do you know any other?—No.  
 215. Could you say whether those men have occupied the sections that they took up since?—They have lived upon them.  
 216. They have lived upon them ever since?—I do not say ever since.  
 217. Well, they have lived upon them. Have they fenced them?—I think there is a fence; here is a sort of a ring-fence round it.  
 218. Are there any sheep on that ground?—Yes.

219. To whom do those sheep belong?—So far as I know they belong to Mr. Gellibrand.
220. Whose brand do they bear?—Mr. Gellibrand's.
221. This sale took place, you say, about three years ago?—Yes.
222. And are those sheep running on to this day?—Yes.
- Mr. Stout:* You might ask him where those sheep are shorn, and what becomes of the wool.
223. *Mr. Haggitt.*] Who tend these sheep?—The Cottesbrook shepherds mark them.
224. And where are they shorn?—At the home station—Cottesbrook.
225. And do you know whether the wool goes with the other wool belonging to the firm?—I do not know anything about the wool.
226. Have you ever heard whether any arrangement exists between Smith and Gellibrand, and these men you have mentioned—Higgins, Francis, and others—to depasture their sheep in this way?—I do not know anything more than that; no more than any of the public.
227. You have only heard it as rumour that there is such an agreement, but never heard particulars of it?—That is all.
228. Now, then, as to this land that was sold the other day in the Strath-Taieri District. Do you know Mr. Johnston, who was the purchaser of Section 2, Block VI.?—Yes.
229. What is Mr. Johnston?—What does he follow?
230. Yes.—The last time I knew him he was rabbiting.
231. Where?—On the Cottesbrook Run.
232. For how long was he rabbiting?—For a few months off and on.
233. You cannot say how many months? More than six?—I do not think he has been six months.
234. But off and on, how long?—I could answer that question.
235. Would it be during the last six months or during a longer period that he was rabbiting off and on?—Before that.
236. Twelve months?—Yes.
237. Very well. During the last twelve months he has been rabbiting off and on?—At times.
238. Have you known him to do anything else besides rabbiting during that twelve months?—Yes.
239. What?—Shearing.
240. Where was he shearing?—At Cottesbrook.
241. Well, lots of men who have no other occupation take to shearing, do they not, at that season when shearing is going on?—Yes.
242. Well, have you known him to have any regular occupation during that twelve months; have you known him to do anything except rabbiting and the shearing in the season?—No.
243. What was he doing before that?—He had a team of his own.
244. A bullock team?—Yes.
245. And, you say, of his own. Do you know that it was his own?—It was in his name; that is all I know.
246. You suppose it to have been his own; do you know what became of that team?—I do not.
247. How long ago is it that he parted with it?—It must have been over a year ago that he parted with it.
248. What used he to do with his team?—He used to drive about for various people to various places.
249. Did he drive for Cottesbrook?—Sometimes.
250. Did he bring wool down?—Yes.
251. And took stores up?—I do not know that he took any stores up.
252. But he took wool down?—Yes.
253. What else had he to drive for Cottesbrook?—I think wool was the principal thing; sometimes firewood going back.
254. Have you any idea what his position was?—I could not say anything about his position.
255. Well, is he the sort of man you think capable of taking up nearly three thousand acres of land and putting stock upon it of his own?—I do not know. A man might do that with very little money, if he was known.
256. Oh, I see; he must have some credit, if not money?—Yes.
257. Could you say that he was a man well to do or otherwise?—He was not supposed to be well to do.
258. Now, there were several places sold at Cottesbrook on that occasion, the 28th February, were there not?—Yes.
259. Besides what Johnston purchased, William Young made a purchase, did he not?—Yes.
260. And James Pearsall?—Yes.
261. James McCaw?—Yes.
262. William Free and Philip Young?—Yes.
263. And Charles Webb?—Yes.
264. These all were purchasers to your knowledge. Do you know any of these men personally?—I know Charles Webb, Joseph McCaw, and Fisher.
265. Daniel Fisher?—Yes.
266. Can you tell me what these men are, what their occupations are?—Two of them are rabbiters at present.
267. Which two?—Charles Webb and Joseph McCaw.
268. Charles Webb and Joseph McCaw are rabbiters, and what is Fisher?—He works in a mining claim.
269. Do you know whom he works for?—Mr. Smith—not Mr. Smith of Messrs. Smith and Gellibrand.
270. Mr. Smith, of what?—I do not know.

271. He is a gold-miner then?—Yes.
272. Or, rather, a man who represents another as owner of a mining claim?—I do not know whether he is an owner of the claim or not.
273. How long have these men been rabbiters—the two you have named?—Joseph McCaw has been rabbiting for the last two years; he devotes all his time to it.
274. And the other man?—He has been rabbiting too, except at the shearing season.
275. For how long has he been rabbiting?—I think it must be about two years.
276. And rabbiting on Cottesbrook?—Yes.
277. Do you know what the means of these men are?—No; I do not.
278. Do you think they are likely kind of men to take up pastoral deferred-payment land on their own account, making deposits, and so on?—I cannot say.
279. Well now, this sale took place on the 28th February last?—Yes.
280. Are there any sheep on that land?—Yes.
281. All these that I have named, you say, were purchasers. On the land of all those eight persons I have named, are there sheep running now?—Yes.
282. Whose sheep are they?—They are Smith and Gellibrand's sheep, as far as I know.
283. Well, do they bear their brand?—Yes.
284. Are they tended by their shepherds?—Yes.
285. Do you know whether any sheep were sold off Cottesbrook in anticipation of this deferred-payment land being taken up by *bonâ fide* selectors? Were any sheep sold off Cottesbrook?—Yes. There were a good many sheep sold off Cottesbrook.
286. When?—About the months of March and April.
287. How many?—Over 20,000 were sold off.
288. Was it fully stocked previously?—That part of the run was fully stocked previously.
289. And where did these sheep go that were driven off?—To various places.
290. Not to other parts of Cottesbrook?—Oh! no.
291. Do you know these men from Tasmania, Young and Pearsall?—No.
292. Did you ever see them at the Cottesbrook Station?—No.
293. Were they ever there?—Not to my knowledge.
294. Do you think they could have been there without your knowing of it?—I expect I would have heard of them if they had been there.
295. You do not think they could have been there without your hearing of them?—I do not think it likely. Of course, many an one comes there I never hear of, but I think I should have heard of them.
296. Do you know of any person who was an intending purchaser at the sale that was put off attending by any representations made to him?—I could not say anything of that for certain.
297. Were you present on any occasion when a man expressed his intention of bidding at the sale and Mr. Pogson told him there was no use his bidding—the whole matter had been arranged? Were you present at any such conversation?—I do not remember it; I do not think so.
298. Do you know a man named Charles Dore?—Yes.
299. He was a shepherd on the Cottesbrook Station, was he not?—He is now.
300. Was he ever asked in your presence to allow his name to be used to take up land?—No; he was not. I never heard him asked that.
301. Did you ever hear that he was asked?—Yes; I heard that he was asked.
302. From whom did you hear it?—From himself.
303. One more question as to Johnston. You say that Johnston does not bear the reputation of being a well-to-do man. Did you ever know him to be sued recently for a small debt? Have you heard that?—I have heard of it.
304. You do not know it of your own knowledge?—No.
305. But it was reported that he has been sued quite recently for a small debt he was unable to pay?—Yes; I have heard it spoken of.
306. How long was that before he made this purchase?—I cannot remember. I did not expect to be asked such questions as these. I did not know that times and dates were required.
307. You cannot say the exact time when you heard about his being sued for a small debt?—No.
308. *Mr. Stout.*] You said something about 20,000 sheep being taken off the station. How many thousand were usually sold off the run each year?—They must sell about as many as the increase comes to. The increase is 13,000, 14,000, or 15,000 lambs.
309. Then, the sale this year of 20,000 would be only 4,000 or 5,000 more than the usual sale?—Something like that.
310. You said also, in answer to a question, you were not certain of any conversation about not bidding. Was there any conversation at all of the kind with anybody that you heard?—I do not understand you.
311. You said, in answer to a question, that you could not say for certain whether you heard any conversation at all about not bidding. Do you remember any talk at all? Had you any talk with Mr. Pogson, or at all, about the bidding?—I never had any.
312. Had you any talk with Mr. Patterson about a section you were going to apply for?—Yes; we talked about it before the sale.
313. Did you tell him you were going to buy at Cottesbrook?—I may have done so.
314. Did he make any remark to you about buying Cottesbrook?—Yes.
315. What did he say about it?—Different times?
316. What did he say about it?—The gist of what he said was that there was little use in trying to get land there.
317. He said there was little use trying to get land there. Did he say why, Mr. Williamson?—It was because the employer was supposed to be taking it.

318. And the result was you did not bid for Cottesbrook; you bid for Rock and Pillar District?—I bid for Maniototo District.

319. I suppose other shepherds on the station also knew that their employer was likely to get the Strath-Taieri. Was that common talk there?—It was common talk. Of course, we could not know it for certain.

320. You have mentioned Watson, Higgins, and Francis as men who have land in the Silver Peak District?—Yes.

321. What do these men do?—Work about the station. One of them shears.

322. Are they in the employment of Gellibrand and Co.?—Yes; at shearing-time they are.

323. Do they do any other work?—They kill rabbits.

324. On whose land?—Over several pieces of the Silver Peak ground.

325. Does each man kill rabbits on his own ground?—I could not tell that.

326. Where do they get poisoned grain from, and the stores?—From the Cottesbrook Station at times. I do not know always.

327. Do you know if they get any wages?—I do not know that.

328. Is there any distinction made in the wool shorn off Silver Peak sheep and other sheep, or is all put together?—All is put together, as far as I know.

329. Now, you have said that you have not heard that Johnston is a man of means. Is Fisher reputed to be a man of any means?—No; he is not reputed to be so.

330. Who owns this mining claim?—I cannot tell who is the owner.

331. Has Mr. Pogson any interest in it?—It is said to be his.

332. Then, Fisher is only paid wages for working the claim?—I believe so.

333. Now, Webb and McCaw, are they reputed to be men of any means?—I have never heard either that they had means or that they had not, particularly.

334. What have they been doing; what wages do they get?—Charles Webb has been many years on the station—nine years—getting £1 5s. a week.

335. And McCaw?—McCaw is rabbiting. Since they began rabbiting I do not know what their wages are.

336. *Mr. Kimbell.*] Do you know the number of sheep on the Cottesbrook Station in 1877?—I should say about the same number as at present; upwards of 60,000.

337. In April, 1880, did you know the number?—I do not know the number one year from another. I know there is generally 60,000, more or less; not much above or below.

338. Do you know the return for 1883?—I do not.

339. You say in March and April there were about 20,000 sheep sold. In what year was that?—This year.

340. Since the sale?—The sheep might have been sold previous to the sale, but not delivered. I dare say some were sold previous to the sale and some since; but that was when the delivery took place.

341. I think you said that Dore spoke about being asked to take up land. Did he tell you for what purpose he was asked to take up land?—He was asked to hold it for the company.

342. Do you mean the firm of Smith and Gellibrand?—Yes.

343. You have no idea of the number of sheep this year remaining on the station since the sale of the 20,000?—I think it is rather under the usual number, at any rate.

344. Would it be over 50,000?—I am not positive.

345. Would it be nearer 60,000 remaining after the sale?—I think not.

346. Between 50,000 and 60,000?—Yes.

347. I might ask you what induced you to take up land on the other side of the river?—Well, I came to the sale with the intention of taking up the first section that suited me, no matter what it was, if the price suited me.

348. You thought you had a better chance of getting land there than on your own side of the river?—I believe I did.

Mr. Kimbell said he would like the following witnesses to be summoned: William Wilson Francis, Silver Peak; William Higgins, Silver Peak, settler; John Watson, who gave his occupation when taking up the section as groom at Cottesbrook, also living at Silver Peak; and Charles Higgins, Silver Peak. He also asked that Mr. Pogson should be required to bring the station books and papers, and of Mr. Joachim he would ask the same as of Mr. Cargill.

The inquiry in Johnston's case was then adjourned for a week, to Thursday, the 14th June.

In the matter of Daniel McEwen Fisher, Section 9, Block XII., Strath-Taieri.

Daniel McEwen Fisher was called thrice on his subpoena, but did not answer to his name.

THOMAS HUGHAN, examined.

349. *Mr. Haggitt.*] You know Duncan McEwen Fisher, of Springbank, East Taieri?—Yes.

350. Did you serve a duplicate of that summons [document handed to witness] on him on the 4th June last?—Yes.

351. How?—Personally.

352. Did you tender him any money?—Yes.

353. How much?—£3.

354. *Mr. Stout.*] Where was he?—He had just come across the Taieri River.

355. *Mr. Haggitt.*] Did he take the money?—He did.

355A. Did he say anything?—No; except that he had appeared before the Board already, and he did not think it right to call him again, or something to that effect.

[Charles Patterson was called three times, but did not answer to his name.]

356. Do you know Charles Patterson, of Strath-Taieri, shepherd?—Yes.

357. Did you serve him with a duplicate of this summons [produced]?—Yes.

358. When?—On Friday, the 1st June, personally.

359. Where?—At Cottesbrook Station.

360. Did you tender him any money?—Yes; £3.

361. Did he take it?—Yes.

362. Did he say anything?—No.

[Charles Dore was called three times on his summons, but did not appear.]

363. Do you know Charles Dore, of Strath-Taieri, shepherd?—Yes.

364. Did you serve him with a duplicate of that summons [produced], and when?—Yes, personally, on Friday, the 1st June, at Cottesbrook Station.

365. Did you tender him any money?—Yes; £3.

366. Did he take it?—No.

367. What did he say?—He said that he thought it was not sufficient to pay his expenses to town and back.

368. Was that all he said? Did he say anything with regard to the summons itself?—He did not.

[George William Pogson was called thrice on his subpoena, but did not answer to his name.]

369. In this case, did you serve Mr. Pogson with a summons?—No; I understand that he was served in Dunedin.

370. Did you tender a sum of money to Mr. Pogson?—Yes; £3.

371. Did he take it?—He did.

372. What did he say?—He said that money was always acceptable.

EDWARD THOMAS COLLINSON, examined.

[James Smith and George Joachim were called thrice on their subpoenas, but did not answer to their names.]

373. *Mr. Haggitt.*] Did you serve Mr. James Smith with a duplicate of this summons [produced]?—Yes.

374. How, when, and where?—Personally, at his office, on the 30th May.

375. Did he say anything?—Just what I said before in referring to the service of the shepherds' summonses.

376. He said nothing referring specially to this case?—No.

377. Did you tender him any expenses?—No; because he is a town witness.

378. Did you serve Mr. Pogson with a summons in this case?—Yes; on the 28th May, at Dunedin.

379. Do you produce a duplicate of the summons?—Yes. [Document handed in.]

380. How did you serve it?—Personally, in Dunedin.

381. Did you say anything to him in reference to it?—I asked him what he considered would be his expenses in coming from Cottesbrook and going back, and he told me £3.

382. You afterwards had that sum of money tendered to him?—Yes.

383. Did you serve George Joachim with a duplicate of this summons?—Yes; personally, at his office in Dunedin.

384. Do you produce the summons?—Yes. [Document handed in.]

385. Did he say anything?—No.

In the matter of Joseph McCaw, Section 6, Block XI., Strath-Taieri.

Joseph McCaw was called thrice on his summons, but did not appear.

THOMAS HUGHAN, examined.

386. *Mr. Haggitt.*] Do you know Joseph McCaw, of Strath-Taieri, rabbitier?—Yes.

387. Did you serve him with a duplicate of the summons [produced]; if so, how, where, and when?—I served him with it, personally, at Nenthorne, on Saturday, the 2nd June.

388. Did you tender him any money?—Yes; £3; and he accepted it.

389. Did he say anything?—No; he did not say whether he would come or not.

390. Did he say anything with regard to the case or section?—No.

391. Did he look at the summons in your presence?—Yes.

[Charles Patterson was called thrice, but he did not answer to his name.]

393. Do you know Charles Patterson, of Strath-Taieri, shepherd?—Yes.

394. Did you serve him with a duplicate of this summons [produced]?—Yes.

395. When and where?—At Cottesbrook Station, on Friday, the 1st June.

396. How?—Personally.

397. Did you tender him any money?—Yes; £3.

398. Did he take it?—Yes.

399. Did he say anything?—No; he did not say whether he would appear or not.

[Charles Dore was called thrice, but did not appear.]

400. Do you know Charles Dore, of Strath-Taieri, shepherd?—Yes.

401. Did you serve him with a duplicate of this summons [produced]; and, if so, when, how, and where?—On Friday, the 1st June, at Cottesbrook Station, personally.

402. Did you give him any money at the time?—Yes; I offered him £3, but he refused it.

[George William Pogson was called thrice on his subpoena, but did not attend.]

403. Did you tender Mr. Pogson any sum of money for expenses?—Yes; £3.

404. Did he take it?—Yes.

THOMAS COLLINSON, examined.

[James Smith and George Joachim were called thrice on their subpoenas, but did not answer to their names.]

405. *Mr. Haggitt.*] Do you know Mr. James Smith, barrister, Mr. George W. Pogson, and Mr. George Joachim?—Yes.

406. Do you produce duplicates of summonses you served on each of them in this case?—Yes. [Documents handed in].

407. How did you serve them, when, and where?—On Mr. Pogson on the 28th May, on Mr. Smith on the 30th May, and on Mr. Joachim on the 31st May, all in Dunedin, and personally.

In the matter of Charles Webb, Section 15, Block X., Strath-Taieri.

Charles Webb was called thrice on his subpoena, but did not answer to his name.

THOMAS HUGHAN, examined.

408. *Mr. Haggitt.*] Do you know Charles Webb, of Strath-Taieri, labourer?—Yes.

409. Did you serve him with a duplicate of this summons relative to Section 15, Block X., Strath-Taieri; and, if so, when, where, and how?—On Friday, the 1st June, at Mount Stopford, Strath-Taieri.

410. Personally?—Yes.

411. Did you tender him any money as expenses?—Yes.

412. Did he take it?—Yes.

413. Did he say anything?—Nothing.

[Charles Patterson was called thrice on his subpoena, but did not attend.]

414. Did you serve Charles Patterson with a duplicate of this summons?—Yes. [Summons handed in.]

415. Where, when, and how?—Personally, at Cottesbrook Station, on Friday, the 1st June.

416. Did you tender him any expenses?—Yes; £3.

417. Did he take the money?—Yes.

[Charles Dore was called thrice on his subpoena, but did not attend.]

418. Did you serve a duplicate of this subpoena [produced] on Charles Dore; and, if so, how, when, and where?—Personally, at Cottesbrook Station, on Friday, the 1st June.

419. Did you tender him expenses?—Yes.

420. How much?—£3.

421. Did he take it?—No; he declined.

EDWARD THOMAS COLLINSON, examined.

[George Joachim, James Smith, and George W. Pogson were called three times on their subpoenas, but did not answer to their names.]

422. *Mr. Haggitt.*] Did you serve on James Smith, George Pogson, and George Joachim, respectively, summonses, duplicates of which you produce?—Yes. [Documents handed in.]

423. How, when, and where?—All personally, and at Dunedin; Mr. Smith on the 30th May, Mr. Pogson on the 28th May, and Mr. Joachim on the 31st May.

424. Did you afterwards cause Mr. Pogson to be tendered a sum of money?—Yes; I gave instructions for the money to be paid to him.

THOMAS HUGHAN, recalled.

425. *Mr. Haggitt.*] Did you subsequently tender a sum of money to Mr. Pogson?—Yes; £3.

426. Did he accept it?—Yes.

In the matter of William Free, Section 3, Block XIII., Strath-Taieri.

William Free was called thrice on his summons, but did not answer.

THOMAS HUGHAN, examined.

[Charles Patterson and Charles Dore were called thrice on their subpoenas, but did not answer.]

427. *Mr. Haggitt.*] With reference to the dispute as to the purchase by Thomas Free of Section 3, Block XIII., Strath-Taieri, did you serve a duplicate of this summons [produced] on Charles Patterson?—Yes.

428. When, how, and where?—Personally, at Cottesbrook Station, on Friday, the 1st June.

429. Did you tender him any money?—Yes; £3.

430. Did he take it?—Yes.

431. Did he say anything?—No.

432. With reference to the same inquiry, did you serve a duplicate of this summons [produced] on Charles Dore; and, if so, where, how, and when?—Yes, personally, at Cottesbrook Station, on Friday, the 1st June.

433. Did you tender him any money?—Yes; £3.

434. Did he take it?—No; he refused it.

435. On the ground that it was not enough?—Yes.

EDWARD THOMAS COLLINSON, examined.

[George Pogson, George Joachim, and James Smith were called thrice on their subpoenas, but did not answer to their names.]

436. *Mr. Haggitt.*] With reference to this inquiry, did you serve James Smith, George Pogson, and George Joachim with duplicates of these summonses [produced]; and, if so, when, where, and how?—Yes, all personally, at Dunedin; Mr. Pogson on the 28th May, Mr. Smith on the 30th May, and Mr. Joachim on the 31st May.

437. Did you afterwards cause Mr. Pogson's expenses to be tendered to him?—Yes.

THOMAS HUGHAN, recalled.

438. Did you tender Mr. Pogson his expenses?—Yes.

439. Did he accept them?—Yes.

In the matter of William Young, section 3, Block XI., Strath-Taieri.

William Young was called three times on his subpoena, but did not answer to his name.

THOMAS HUGHAN, examined.

[Charles Patterson and Charles Dore were called thrice on their subpoenas, but did not answer to their names.]

440. *Mr. Haggitt.*] Did you serve Charles Patterson with a duplicate of this summons [produced]; and, if so, where, how, and when?—Yes, personally, at Cottesbrook Station, on Friday, the 1st June.

441. Did you tender him any expenses?—Yes; £3.

442. Did he take the money?—Yes.

443. Did you serve Charles Dore with a duplicate of this summons [produced]; and, if so, when, where, and how?—Yes, personally, at Cottesbrook Station, on Friday, the 1st June.

444. Did you tender him money for expenses?—Yes; £3.

445. Did he take it?—No.

EDWARD THOMAS COLLINSON, examined.

[James Smith, George Joachim, and George Pogson were called thrice on their subpoenas, but did not answer to their names.]

446. *Mr. Haggitt.*] Did you serve James Smith, George Pogson, and George Joachim, respectively, with a summons to attend in this case?—Yes.

447. Do you produce these summonses?—Yes.

448. How, when, and where were they served?—All personally, at Dunedin; Mr. Pogson on the 28th May, Mr. Smith on the 30th May, and Mr. Joachim on the 31st May.

In the matter of PHILIP YOUNG, Section 1, Block XI., Strath-Taieri.

Philip Young was called thrice on his subpoena, but did not answer to his name.

THOMAS HUGHAN, examined.

[Charles Patterson and Charles Dore were called thrice on their subpoenas, but did not answer to their names.]

449. *Mr. Haggitt.*] In this case of Philip Young, and the dispute with regard to the purchase of Section 1, Block XI., Strath-Taieri, did you serve a summons [produced], of which this is a duplicate, on Charles Patterson?—Yes.

450. When, where, and how?—Personally, at Cottesbrook Run, on Friday, the 1st June.

451. Did you tender him any money for expenses?—Yes; £3.

452. Did he take the money?—He did.

453. In the same matter, did you serve Charles Dore with a duplicate of this summons [produced]; and, if so, when, where, and how?—Yes, personally, at Cottesbrook Station, on Friday, the 1st June.

454. Did you tender him any money for expenses?—Yes; £3.

455. Did he take the money?—No; he refused it.

EDWARD THOMAS COLLINS, examined.

James Smith, George Joachim, and George Pogson were called thrice on their subpoenas, but did not answer to their names.

456. *Mr. Haggitt.*] In the matter of this dispute as to the purchase by Philip Young, did you serve summonses to attend on George Pogson, James Smith, and George Joachim; and, if so, when and where?—Yes, personally on all, in Dunedin; Mr. Pogson on the 28th May, Mr. Smith on the 30th May, and Mr. Joachim on the 31st May.

457. Do you produce duplicates of the summonses you served?—Yes. [Documents handed in.]

In the matter of James Pearsall, Section 1, Block VI., Strath-Taieri District.

James Pearsall was called thrice on his summons, but did not answer to his name.

THOMAS HUGHAN, examined.

[Charles Patterson and Charles Dore were called thrice on their subpoenas, but did not answer to their names.]

458. *Mr. Haggitt.*] In the matter of the alleged purchase by James Pearsall, of Tasmania, on the 28th February, of Section 1, Block VI., Strath-Taieri District, did you serve Charles Patterson with a duplicate of this summons [produced] to attend in the matter of this inquiry; and, if so, how, when, and where?—Yes, personally, at Cottesbrook Station, on Friday, the 1st June.

459. Did you tender him any money?—Yes; £3.

460. Did he take it?—Yes.

461. Did you serve Charles Dore with a duplicate of this summons [produced]?—Yes, personally, at Cottesbrook Station, on Friday, the 1st June.

462. Did you tender him any money?—Yes; £3.

463. What did he say?—He refused to take the money.

EDWARD THOMAS COLLINSON, examined.

[George Pogson, George Joachim, and James Smith were called thrice on their subpoenas, but did not answer to their names.]

464. *Mr. Haggitt.*] In the matter of this dispute, did you serve summonses to attend on George Pogson, George Joachim, and James Smith respectively; and, if so, when, how, and where?—Yes, personally, on all of them, at Dunedin; on Mr. Pogson on the 28th May, on Mr. Smith on the 30th May, and on Mr. Joachim on the 31st May.

On the motion of Mr. Stout, *Resolved*, That the further hearing of the cases of Daniel McEwen Fisher, Joseph McCaw, Charles Webb, William Young, William Free, and Philip Young, be adjourned until Thursday, the 14th June, at 11 a.m.

## RANGERS' REPORTS ON PASTORAL DEFERRED-PAYMENT HOLDINGS in the under-mentioned Districts.

License.	Purchaser's Name.	Sect'n.	Block.	District.	Area.	Where Purchaser's usual Residence.	Nature of Buildings, and Value of same.	What Yards and Fencing on Section.	Improvements: Cultivation, Grass-sowing, &c.	What Stock Depasturing, if known to be Property of Purchaser; if on terms, from whom.	If Sheep on Ground, what Brand or Ear-mark; where Sheep shorn; how Wool disposed of.	If Purchaser not on Land, what his usual or occasional Employment.
4	H. N. Hertslet	1	VII.	Waikouaiti	A. R. P. 3,802 2 10	Found purchaser residing on section	Small wooden house, value £70	No yards; partly fenced on three sides. West boundary adjoining Section 1, Block IX., Silverpeak, unfenced	Burning flax and scrub, grass-sowing	2,250 sheep. Purchaser states them to be his own property	Brand *; found sheep on section branded †. Sheep shorn at M. C. Orbell's station. Wool disposed of in London thro' agent	Employed by M. C. Orbell at shearing and other busy times throughout the year.
11	R. Borthwick	1	IX.	Silver Peak	3,848 2 2	Found purchaser residing on section	Small wooden house, value £70	No yards; fenced on two sides, and partly on the north side. Ten acres fenced all round	Burning flax and scrub, grass-sowing	2,400 sheep. Purchaser states them to be his own property	Brand †; found sheep shorn at M. C. Orbell's station. Wool disposed of in London through agent	Employed occasionally by M. C. Orbell.
22A	Hugh McLean	1	VII.	Silver Peak	1,397 2 25	Found purchaser residing on reserve adjoining his section being suitable for a house and other necessary buildings	Hut, value £15; woolshed, value £50	Fenced all round paddock and yards; value £40	Grass - seed sown over the whole section. Garden hut.	1,100 sheep; his own property	Brand HM. Sheep shorn at his woolshed. Wool sold in Dunedin	Entirely occupied on his section.
8	W. Higgins	1	IV.	Silver Peak	993 2 10	On section	Four-roomed stone house, value £150; cow-yard	Old boundary fence on north side not put up by purchaser	Garden fenced in adjoining house	Section let on terms to Gellibrand & Co. No sheep seen on section; 7 head cattle, 4 horses	..	Entirely occupied on his section.
10	Charles Higgins	1	V.	Silver Peak	2,517 2 27	On section	Two small huts, value £30. New house to be erected shortly, sawn timber and iron for roofing on ground	North boundary partly new fence, remainder old boundary fence; no yards	Burn't grass, scrub, and flax, and destroying rabbits	No sheep seen. Section let on terms to Gellibrand and Co.	..	Occasionally employed assisting his brother, W. Higgins, on section adjoining.
5	John Clyma	10	VIII.	Waikouaiti	1,150 1 1	On section	Hut, value £20	Fenced on north and west sides	Grass-seed sown	1,150 sheep, 100 cattle, property of J. Clyma and E. Nankerville adjoining	3 on rump. Shorn at Mr. Heckler's woolshed. Wool disposed at highest market; last season's wool to M. C. Orbell	Entirely occupied on section.
6	Elias Nankerville	6	IX.	Waikouaiti	1,813 1 29	On section	Hut, value £10	No fencing done	Grass-seed sown	(See J. Clyma) ..	Same as J. Clyma ..	Entirely occupied on section.
15	James Prentice	6	IX.	Table Hill	1,720 0 5	On his section with his family	Clay house, thatched, value £60	Yards and fencing, value £150	Ten acres ploughed and fenced, gullies surface-sown, &c., £80	His own, 1,100 sheep, cattle, and horses	P; sheep sheared by leave in neighbour's shed; sells wool thro' D. Reid	Works his land.

\* Anchor, with bar. † Spur. ‡ Square, with bar.



23	George Moore ..	IX.	1, 2	5,000 0 0	The brothers (23 and 24) work their lands together, and reside on the one block, or other as necessary for the work	House, stable, and woolshed, value £180	Ring-fenced, except roads, his share £350; home paddock £60	Has surface-sown a little	All his and brother's sheep	M on rump, two holes in ear; shears in his own shed, and sells wool through agent in Dunedin	Working sections with his brother.
27	George Freeing Welch	III.	1, 2, 3, 8, 9	2,027 2 2	On section with family ..	Four-roomed house, value £200; stable, value £180	None	One acre cultivated about his house	The sec'n not being yet fenced, station sheep and his own horses at present graze over it	..	Resides at his house, and manages Mr. Fulton's station.
28	William W. Reid	II.	5, 6, 7	848 0 30	Occasionally on section, mostly on one of his three other places	Iron hut, value £90	Fenced, 380 chains	None	His own sheep ..	Shears at shed on Traquair property	Looks after freehold on plain, Deep Stream, and this area at Traquair.
39	Robert Sutherland	XI.	16	1,467 0 20	Met with severe accident, has to reside in Lawrence. Three months ago began building and improving	House, value £80 or £90	Yards, fenced two sides	None	His own sheep ..	D; sells his own wool	Was butchering at Havelock; after accident let his business.
14	Alexander Scott	IX.	63	983 1 24	On his section	Clay house, thatched, value £40	About half fenced, value £150	18 acres	1,100 sheep, his father's and own	X4; sells wool through agent in Dunedin	Works on the land.
24	W. R. Moore ..	VIII. IX.	10 1	2,859 0 0	Either at his brothers (23), or at his own hut	Sod and thatch hut, value £5	Ring-fenced, except roads, his share £250	A little surface-sowing	All their own sheep (23 and 24)	M on rump, two holes in ear; shears on brother's section; sells wool through agent in Dunedin	At Mullocky store, occasionally at hut.
7	Robinson Webb	I.	1	1,687 1 29	Store at Mullocky, or his own hut	Wattle and dab house, 2 rooms, thatched, value £18	Two sheep-yards, value £20; three sides fenced; his share £120	None	1,000 sheep, 20 cattle, horses; says all his own	WE; top off one ear, fore half off other; shears at Mullocky; sells wool through D. Reid	
9	John Watson ..	IV.	2	2,334 0 0	No one at house, possibly for some time	Wattle and dab house, thatch, 2 rooms and chimney, value £18; small shed, value £4; yard, value £3 or £4; posts, wire, and scrub	..	..	..	..	
18	William Gibson	II.	2	2,180 2 19	On section, unless extra work at Silver Stream, and three months' absence allowed	The old hut built years ago by McGregor, the runholder	Half the fence with Francis, £72 per mile	None	1,500 sheep, his own, or rather to the Gibson family at Silver Stream	*; shears at their farm at Silver Stream; sells wool through D. Reid	When not on section, is at Silver Stream.
19	Dugald Ewing	II.	1	1,892 1 6	On his section	Two-roomed wooden house, iron roof, cost £80	Sheepyards, val. £5; Gibson's, Webb's, Reid's, and McGregor's boundaries fenced; his share £200	None	His own sheep and horses	5; a top bit out of each ear	Has always resided on section.
20	Robert Gibson, jun.	I.	2	1,489 1 36	Occasionally resides on section; generally at Silver Stream	Weatherboard house, lined, iron roof, value £40; paling 4-horse stable, value £85 or £40	Two sides fenced, value £120	Half-acre, fenced, in potatoes, £5	Sheep belong to the family	*; shears at his father's farm at Silver Stream; sells wool through D. Reid	When not on section is at Silver Stream.
21	William Wilson Francis	IV. V.	3 2	4,163 3 20	No one at house	Wattle and dab house, iron roof, value £70	South boundary fenced	Saw none ..	..	Saw sheep on ground, cannot say to whom belonging	Cannot say.

\* Circle with four points.

## C. 2.

## RANGERS' REPORTS on PASTORAL DEFERRED-PAYMENT HOLDINGS in the undermentioned Districts.

License No.	Date.	Purchaser's Name.	Section.	Block.	District.	Area.	Where Purchaser's usual Residence.	Nature of Buildings, and Value of same	What Yards and Fencing on Section.	What Improvements: Cultivation, Grass-sowing, &c.	What Stock Deposited, if known to be Property of Purchaser; if on terms, from whom.	If Sheep on Ground, what Brand or Ear-mark; where Sheep shorn; how Wool disposed of.	If Purchaser not on Land, what his usual or occasional Employment.
1	Sept., 1879	John Elder ..	5	XIV.	Benger	A. 1,714 0 4 R. P.	Owner of 111 acres adjoining, upon which he resides On his section	No buildings	Partly fenced	20 acres under cultivation; value £250	700 sheep; property of purchaser	Brand B.	
2	"	Wm. Beresford	6	XIV.	Benger	1,208 3 15	On his section	Residence and yards..	Partly fenced	50 acres under cultivation; total value of improvements £400	400 sheep; property of purchaser		
12	"	Robert Tubman	15	X.	Teviot	1,527 1 14	Does not reside continuously on his section	House. Value of improvements £350	Partly fenced	No cultivation	No sheep on land at present; all on his Moa Flat section		Has about 300 acres on Moa Flat on which he is occasionally employed. This land is about 4 miles from P.D.P. section.
14	"	Alexander Scott	63	IX.	Clarendon	983 1 24	On his section	House. Total value of improvements £148	Partly fenced	20 acres under cultivation	600 sheep; property of purchaser	Brand * Sheep shorn on Mr. Moore's section adjoining	
15	"	James Prentice	6	X.	Table Hill	1,720 0 5	On his section	Residence and other improvements, total value £390	Partly fenced	10 acres under cultivation	1,000 sheep; property of purchaser	Brand P. Sheep shorn on Mr. Moore's section adjoining	
16	"	John Rose ..	21	VII.	Tuapeka East	1,653 0 24	On his section	House and other improvements, value £417	Partly fenced	10 acres under cultivation	1,200 sheep; property of purchaser	Brand † Shorn in section adjoining, the property of J. Rose's brother.	
22	"	George Matherson and Donald John McDonald	12 1	IX. XII.	Tuapeka East	3,112 0 24	Do not reside continuously on their land	House, value £75	Partly fenced	No cultivation	1,500 sheep and 230 cattle; property of purchaser		Owners of about 400 acres near Lawrence, upon which are occasionally employed.
25	"	Henry McCormack	2	VIII.	Tuapeka East	2,545 2 5	On his section	Residence, wool-shed, and yards, total value £470	Partly fenced	No cultivation	1,500 sheep; property of purchaser	Shorn on his section.	
26	"	James McCormack	3	VIII.	Tuapeka East	2,673 0 20	Does not reside continuously on his section	House, value £182		No cultivation	1,500 sheep; property of purchaser	Shorn on Henry McCormack's section	Occasionally on his brother's section.
30	"	William Sheath	2, 3	XI.	Ranleburn	966 0 1	Does not reside on his section			No cultivation	700 sheep; property of purchaser	Brand G. Shorn at Dalvey Station, leased by Mr. Sheath, about 4 miles from section.	

\* Two upright strokes crossed obliquely by one stroke.

† JR conjoined.

31	"	Joseph Sheath	4	XI.	Raukleburn	911	0 27	Does not reside on his section	..	..	..	No cultivation	500 sheep; property of his father (W. Sheath)	Brand G. Shorn at Dalvey Station.
32	"	Catherine Sheath	5	XI.	Raukleburn	695	2 23	Does not reside on her section	..	..	..	..	500 sheep; property of her father (William Sheath)	Shorn at Dalvey Station
33	"	John Howat	2	XII.	Raukleburn	622	3 10	On his section	House and stables; total value of improvements, £589	Partly fenced	..	130 acres cultivated	250 sheep; property of purchaser	..
34	"	Catherine Paton Howat	3	XII.	Raukleburn	585	3 10	On her father's section (J. Howat) adjoining	..	Partly fenced; total value of improvements, £171	..	70 acres cultivated	250 sheep; property of John Howat, her father	..
35	"	David Dickison	10	XII.	Glenkenich	1,082	2 29	Does not reside on his section	..	Partly fenced; value, £136	..	..	No sheep at present; all at his father's farm	..
36	"	John Edgar	11	XII.	Glenkenich	941	0 35	Does not reside continuously on his section	House; total value of improvements, £174	Partly fenced	..	50 acres cultivated	500 sheep; property of purchaser	Shorn at Mr. Edgar's farm, near Tapanui
37	"	G. F. B. Poynter	8, 12	XII.	Glenkenich	679	2 6	On his section	House; total value of improvements, £440	Partly fenced	..	..	No sheep at present on section	..
38	"	W. McCormack	9	XII.	Glenkenich	738	0 0	On his section	House and stables. Total value of improvements, £428	Partly fenced	..	150 acres cultivated	500 sheep, property of purchaser	..
39	"	R. Sutherland	16	XI.	Table Hill	1,467	0 0	Not at present on his section, at present at Waitahuna	House. Total value of improvements, £240	Partly fenced	..	..	1,200 sheep, 100 cattle, property of the purchaser	..
40	Mar., 1883	Hugh McKay	73	XI.	Glenkenich	651	2 16	Not yet on his section	House in course of erection. Value, £150.	..	..	..	..	..
..	Sept.	William Perry	1	XI.	Raukleburn	630	0 38	Has just taken possession of the section	House. Value, £20 ..	..	..	..	..	..

Usually employed on his father's farm, about two miles from his section

NOTE.—With reference to the within mentioned selectors, the Crown Lands Ranger states in his report that he has known a great many of them for a number of years, and can confidently say that they are bona fide settlers.

J. P. MAITLAND,  
Commissioner of Crown Lands.

Section.	Block.	District.	Area.	Sold at	Purchaser.	Occupation.	Address.	Auctioneer's Remarks.
Grouped 5 1 2 1 1	III.	Lower Hawea	A. 2,966 3 36	20/	George Rose ..	Sheep-farmer..	Arrowtown ..	Bid himself, and produced declaration. Afterwards pleaded that he bought the land under mistake, which I declined to cancel. Deposit was paid by him.
	IX.	Cardrona	E. P. 3 5	30/	Lawrence Mathewson ..	Miner ..	Hyde ..	Purchased and paid for by himself, and declaration handed in.
	XVI.	Maniototo	1,592 0 23	20/	William Marshall ..	Shepherd ..	Maniototo Station, Naseby	Ditto. (Produced.)
	II.	Rock and Pillar	592 1 32	25/	Kenneth Williamson ..	" ..	Moonlight Flat ..	Ditto.
	XVI.	Maniototo	1,560 0 0	61/3	James Henderson (father)	Farmer ..	Lamb Hill, Waikouaiti ..	Ditto.
1	XI.	Swinburn	1,533 0 15	62/6	William Henderson (son)	" ..	" ..	Ditto.
2	"	"	2,533 0 0	41/3	Robert Logan ..	Sheep-farmer..	Hyde, Kyeburn	"
1	XII.	"	"	"	"	"	"	"
2	"	"	1,497 2 18	35/	Euphemia Helen Logan, by her agent, Robert Logan	Widow ..	"	Purchased by A. Bartleman, as agent for Robert Logan, who was present. Declaration handed in by agent, and deposit paid by Murray, Roberts, and Co.'s cheque. Declaration received.
14	III.	Rock and Pillar	808 2 0	28/9	Peter Howard, by his agents, Connell and Moodie	Butcher ..	Rough Ridge ..	Purchased by Messrs. Connell and Moodie, as agents for P. Howard. Declaration produced, and deposit paid by agents.
7	XI.	"	4,624 1 19	37/6	Murd Matheson, per Charles Reid	Shepherd ..	Strath-Taieri ..	Charles Reid, bidder, as agent for M. Matheson, who was present. Declaration produced, and deposit paid by C. Reid.
1	III.	Strath-Taieri	4,931 1 25	35/	William Bennett ..	Storekeeper ..	Quartzville ..	Purchased by self, and deposit paid by him. Declaration made at time of sale and handed in, witnessed by Hon. M. Holmes.
2	"	"	3,765 1 4	36/3	Matthew Elliott ..	Settler ..	Roslyn ..	Purchased by E. B. Cargill, as agent for Matthew Elliott. Declaration handed in by Elliott. Deposit paid by cheque from British and New Zealand Agency Company (Limited).
1	VI.	"	4,366 0 24	46/3	James Pearsall, by his agent, J. B. Bradshaw	Farmer ..	Dunedin ..	Purchased by J. B. Bradshaw, as agent for J. Pearsall. Declaration handed in by Bradshaw, who gave cheque for the deposit; purchaser present.
2	"	"	2,801 1 5	32/6	Thomas Johnston, by his agent, J. B. Bradshaw	" ..	Outram ..	Ditto.
13	X.	"	948 1 15	31/3	Thomas (his x mark) Pop-ham. Witness to Pop-ham's signature, W. B. Harlow	" ..	Strath-Taieri ..	Purchased by self, and deposit paid by Murray, Roberts, and Co.'s cheque. Declaration handed in.
15	"	"	2,722 0 19	28/9	Charles Webb, by his agent, George Joachim	Labourer ..	"	Purchased by E. B. Cargill, as agent for Charles Webb, and sale-list signed by George Joachim. Deposit paid by cheque drawn by British and New Zealand Agency Company (Limited). This declaration was informal, but was subsequently corrected.
1	XI.	"	3,899 1 4	30/	Philip Young, agents, Carrigills and Co.	Farmer ..	Tasmania, Clarence Plains, Hobarttown	Purchased by E. B. Cargill, as agent for Philip Young, and paid for by cheque drawn by British and New Zealand Agency Company (Limited). Declaration handed in by buyer. In reply to the usual questions put by Mr. Harlow, salesman, as to postal address and occupation, the embarrassment and apparent ignorance of the purchaser attracted my attention. I therefore put the following questions to him: "How long have you been here? When did you arrive? Have you ever seen or been on the country?" The answers being, "I arrived a few days ago, and have not seen the country." He could only give Hobart as his address.

3	XI.	"	"	1,866	1 20	31/3	William Young, agents, Cargills and Co.	..	Tasmania, Clarence Plains, Hobart	Purchased by E. B. Cargill, as agent for William Young, and paid by cheque of British and New Zealand Agency Company (Limited). Declaration produced by purchaser. I observed a similar conversation and embarrassment between the buyer (William Young) and Mr. Harlow.
6	"	"	"	1,456	0 22	20/	Joseph McCaw ..	..	Post Office, Strath-Taieri	Purchased by E. B. Cargill, as agent for Joseph McCaw, and paid by cheque of British and New Zealand Agency Company (Limited). Declaration produced by purchaser.
9	XII.	"	"	2,002	3 6	20/	Daniel McElwen Fisher ..	..	Spring Bank, East Taieri	Purchased by E. B. Cargill, as agent for William Free, and paid by cheque of British and New Zealand Agency Company (Limited). Declaration handed in by purchaser after some delay. I believe that this was the man who was either asleep or ignorant as to the necessity of handing in his declaration, and had to be stirred up.
3	XIII.	"	"	1,374	0 38	30/	William Free (Clarence Plains, Hobart, Tasmania)	..	Dunedin, care of Cargills and Co.	Ditto.
1A	I.	Sutton	..	2,205	0 21	35/	Alexander Peat, jun.	..	Clarke's Post Office	Purchased and paid for by self, and declaration handed in.
2	"	"	..	1,086	1 38	22/6	John Speed Nichol	..	Outram	Ditto.
2A	III.	"	..	2,458	3 27	28/9	George Renwick, by his agent, A. Bartleman	..	Green Island	Purchased by A. Bartleman, as agent for George Renwick. Deposit paid by Murray, Roberts, and Co.'s cheque. Declaration handed in by Bartleman. Note.—On subsequent inquiry from Receiver of Land Revenue I find that payment for this purchaser was made by Bartleman, Ritchie, and Co.'s cheque, and not Murray, Roberts, and Co.'s.—30/3/83.
1	VII.	"	..	2,910	3 18	22/6	John Peat	..	Clarke's Post Office	Purchased and paid for by self, and declaration handed in by Peat.
1	XIV.	"	..	1,879	1 24	35/	Alexander Peat ..	..	"	Ditto.
2	"	"	..	2,118	1 37	37/6	David Peat ..	..	"	Ditto.
25	II.	Slopedown	..	1,088	0 10	25/	Donald Williamson	..	Waipahi	Ditto.

R. B. MARTIN,  
Auctioneer.

## E.

## PAPERS RELATING TO PETITION OF W. LINDSAY AND OTHERS.

The Hon. the MINISTER of LANDS to the CHAIRMAN, Otago Alleged Evasion of Land Act Committee.

SIR,—

General Crown Lands Office, Wellington, 26th July, 1883.

In reply to your letter of the 6th instant, requesting to be informed as to what had been done with respect to the petition of William Lindsay (No. 385), which was referred to the Government by the Waste Lands Committee of last session, I have the honour to transmit, for your information, copy of a memorandum which was forwarded to the Commissioner of Crown Lands at Dunedin on the 19th August last, covering copies of the petition, together with the report of the Waste Lands Committee thereon, and requesting him to take care that the provisions of the law were strictly complied with with respect to the holdings referred to in the petition.

I further transmit, for the information of the Committee, the report, which was received on the 19th instant, from the Commissioner of Crown Lands on the deferred-payment holdings at Waitahuna West.

I have, &c.,

The Chairman, Otago Alleged Evasion  
of Land Act Committee.

WM. ROLLESTON,  
Minister of Lands.

MEMORANDUM from the UNDER-SECRETARY of CROWN LANDS to the COMMISSIONER of CROWN LANDS, Dunedin.

General Crown Lands Office, Wellington, 19th August, 1882.

I TRANSMIT herewith, for your information, a copy of a petition presented to Parliament by William Lindsay and others, together with a copy of the report of the Waste Lands Committee thereon.

Will you please take care that the law is strictly complied with in the cases referred to in the petition.

H. J. H. ELIOTT,  
Under-Secretary.

No. 385.—REPORT on the Petition of WILLIAM LINDSAY and Others.

PETITIONERS applied for sections, on deferred payment, of Run No. 106, County of Tuapeka, which was thrown open for selection; but they were out-bidden at the sale; and they believe that their successful competitors are, in some cases, owners of more than 640 acres, and, in others, were employed by the late lessee of the run.

They consider that some of the purchasers are not *bona fide* selectors, and they pray for an inquiry into the matter.

I am directed to report: That the attention of the Government be directed to the allegations in the petition, with a view of seeing that the regulations are enforced.

8th August, 1882.

JAMES FULTON,  
Chairman.

REPORT OF DEFERRED-PAYMENT HOLDINGS in the UNDER-MENTIONED DISTRICTS.

License.	Purchaser's Name.	Section.	Block.	District.	Area.	Where Purchaser's usual Residence.	Nature of Buildings and Value of same.	What Yards and Fencing on Sections.	What Improvements: Cultivation, Grass-sowing, &c.
2041	J. M. Smith ..	17	V.	Waitahuna West	A. R. P. 313 3 7	On his section	House and stables, £300	80 chains fencing, £60	Ploughing and clearing 100 acres, £90.
2042	James Smith, jun.	18	V.	"	207 3 3	At present at Timaru, usually on his section	Ditto, £450 ..	110 ditto, £82 ..	Ploughing 150 acres, £95.
2043	A. A. Wymar ..	19	V.	"	117 0 10	On his section	House and out-buildings, £100	100 ditto, £75 ..	Clearing and ploughing 30 acres, £35.
2044	John Hughes ..	20	V.	"	318 3 29	"	House, £20 ..	120 ditto, £65 ..	Ploughing 40 acres, £26.
2046	Robert Lowe ..	11	IX.	"	314 2 35	"	House, £35 ..	130 ditto, £97 ..	Clearing and ploughing 60 acres, £55.
2047	William Jamieson	12	IX.	"	316 2 2	"	House, £100 ..	40 ditto, £26 ..	Clearing and ploughing 50 acres, £45.
2048	William Durrant	13	IX.	"	317 1 16	"	House and stables, £200	90 ditto, £60 ..	Ploughing 60 acres, in cultivation 20 acres; £75.
2049	William Smith	14	IX.	"	297 1 1	"	Ditto, £100 ..	160 ditto, £104 ..	In cultivation 260 acres, £312.
2054	E. F. Ball ..	16	XI.	"	319 2 5	"	House, £25 ..	50 ditto, £37 ..	Clearing and ploughing 30 acres, £30.
2055	John Gilliland..	17	XI.	"	317 3 36	"	House and out-buildings, £108	95 ditto, £71 ..	Ploughing 25 acres, £15.
2056	Henry Eadie ..	18	XI.	"	69 0 16	"	House, £30 ..	6 ditto, £4 16s. ..	Ploughing and clearing 5 acres, £4.

NOTE.—All the land in this return is ring-fenced, only three internal fences erected. Arrangements are being made to have division fences erected.

J. P. MAITLAND,  
Commissioner of Crown Lands.