

being an extraordinary case?—I can remember the circumstances very plainly. There was nothing exceptional about the circumstance of an officer bringing in a voucher.

178. They had often brought in vouchers made up, I suppose?—We always did receive them made up, or nearly always.

179. You remember this particular case?—Yes.

180. Was it anything out of the ordinary?—No.

181. Were you friendly with Captain Clark?—Yes.

182. You knew him?—I knew Captain Clark. I was very often in conversation with him.

183. When you made that remark to him you must have been under the impression that he was entitled to his gratuity during the whole term of his contingent service?—I gave him an answer to a question that he asked me. I said that an officer engaged on work in connection with a contingent was entitled to claim for that period. I did not make any remark as to whether Captain Clark himself was entitled to it, or whether he was likely to get it himself or not.

184. You applied it generally?—Yes.

185. *Mr. Barber.*] It would not be your business to decide whether this particular work would be contingent work?—No.

186. That would be certified to by the military branch; it is not in your department at all?—No.

187. It is not your business to judge, when a voucher comes in, whether the man has been doing contingent work? It is certified to by the officer in charge of the military section of the department, and, being so certified, you would not question the superior officer's right to certify to that, would you?—If I knew that it was against the regulations—

188. If he had been doing work in the Defence Department and the superior officer sent down a voucher certified to that the man had been doing the work, it would really not be your business to inquire whether the man had been on contingent work or anything else?—If I knew that the officer had made a mistake in certifying to the voucher I would draw the attention of my chief to it.

189. But if the voucher was certified to by the military officer how would you be able to find out whether the man had been doing Defence work or not?—By minuting back asking what particular work he had been engaged on.

190. But you are not supposed to be aware of the military rules—the definition of what is contingent work would be more the office of the military section of the Defence Department than of the Accountant's branch?—Generally speaking, the military officer should know better, but at the same time the Accountant's office should check the claim.

191. *Captain Clark.*] Can you carry your recollection back to the morning I took the voucher down to you, and remember whether the amount of the claim—£191 15s. 8d.—was filled in?—No; I cannot say that I can remember whether it was filled in or not. I can remember that you had claimed for the full period. I think it was filled in.

192. You do not remember helping me to calculate the time?—I remember checking the voucher with you for the period.

193. You know me personally?—Yes.

194. You know that I was employed at the Headquarters Office?—Yes.

195. You did not know that I was employed on the King's Medal rolls, but you knew that I had something to do with the contingents up there?—Yes.

196. When you advised me that I was entitled to the gratuity for the full period, did you regard it that I was only entitled to the gratuity as an officer of the Ninth, or in general for what work I had done in connection with the contingents?—Not as an officer of the Ninth. Your service as an officer covered three contingents, I believe, and as an officer you were entitled to the gratuity for the period you served as such.

197. I take it from you that I was acting ostensibly as an officer of each contingent?—I do not mean to convey that impression. What I mean is that your service as an officer in the Seventh and Ninth Contingents would count for the gratuity—it would not be confined to your service with the Ninth.

198. *Rt. Hon. R. J. Seddon.*] Will you say, Captain Clark, whether the voucher was filled in or not when you took it down?

*Captain Clark:* As far as my memory serves me, the voucher was made up, but I do not think the amount had been calculated; I think I did not put it in finally till I had seen Mr. Williams and asked him. I intended to ask him. I think the voucher was incomplete so far as the total amount was concerned. It was completed, Mr. Williams checked it with me, and I left it with him.

*Hon. Mr. Hall-Jones:* If the voucher shows that the total was filled in with a different pen and ink it supports your case?

*Captain Clark:* Yes.

A. SIMPSON examined. (No. 13.)

199. *Rt. Hon. R. J. Seddon.* I will ask the shorthand-writer to read that portion of Captain Clark's evidence where he said that Mr. Simpson told him he was entitled to the gratuity for the five months. [The following extract from Captain Clark's statement was accordingly read by the shorthand-writer: "I did not think I should obtain the gratuity for the five months, and when I made out the voucher I went down to the pay office and inquired as to what I had better do—whether it would be obtainable up to the 28th February or not. They said, certainly it would. They recommended me to claim for it, and told me to put in the voucher for that amount, which I did. It was solely on the recommendation of the officers of the pay department." On being asked by Mr. Hardy who the officer was, Captain Clark said, "Mr. Williams and also Mr. Simpson advised me that I was entitled to the gratuity for the time claimed—to the 28th February, 1903."]