

84. With regard to the £4 per week, I would like an answer as to whether you were not aware while doing that work that the pay was to be £4 a week?—No, I stated in my evidence last year that I did not know until June, about four months after the work was completed. That was the first intimation I had. That was borne out by the voucher submitted of the 23rd June, 1903. It was only on that date that I found that the authority existed for the payment of £4 per week. I made up my voucher on the same day accordingly. That was the first intimation I had of any authority.

85. You did not get any information either directly or indirectly that it was to be £4 per week?—I got it indirectly, but it was only on the 23rd June that I got that indirectly.

86. When did you complete your work?—On the 28th February, 1902.

87. And if it were stated that you were indirectly informed, what would you say?—That it was perfectly false.

88. You have been employed before and possibly on a monthly service: Have you ever allowed your salary to accumulate to the extent of £250 before without claiming it?—No.

89. You assume that you are entitled to a certain sum—you said last year that you believed it was as safe as if it were in the bank—you allow it to accumulate until it reaches £250 or £260, and then think you have only to send in an application and draw the money?—That was my assumption. I thought that I had only to put my claim in when the work was done.

90. You never in the course of your lifetime had done anything like that before?—Only once, but I was then employed on other work. I did not know what the custom was and did not put in monthly vouchers.

91. Were you not aware of what other officers in the Department were doing?—No.

92. You knew that months were passing by and that the sum was accumulating largely?—Yes, I recognised that.

93. First of all, you claim £1 per day and 12s. 6d. detention allowance?—Yes.

94. Then you afterwards make a claim for £4 a week?—Yes.

95. And you accepted that in full satisfaction at that time?—Yes, at that time.

96. What service did you consider you were in while in the office—the Imperial or New Zealand Government?—I said that I understood it was the New Zealand Government—practically in the Seventh Contingent. When the discharges of the Ninth Contingent were finished, the Seventh Contingent's were not yet issued, and the men were writing to the papers at that particular time stating that they had not got their discharges, while the members of the Eighth, Ninth, and Tenth had got theirs. Practically I was entitled to consider myself an officer of that contingent, and I based my claim as such, because I really took Johnston's place in doing the discharges.

97. With regard to the furlough-pay, you said that you were under the impression that it was paid by the New Zealand Government?—Yes.

98. Now you recognise it is paid by the Imperial Government and must be in accordance with Imperial regulations. As an officer of the Imperial service you recognise that?—Yes.

99. When do you take it that your Imperial service terminated?—On the 28th February, 1902.

100. In your evidence before the Committee you were asked (question 105), "With regard to your rank, you were an Imperial officer, I understand, while in South Africa—at any rate, for the later contingents?" and your reply is, "I understood so. We were paid by the Imperial Government." The next question was, "What was your rank in the Imperial service?" Do you remember your reply to that?—Lieutenant.

101. In question 11 I say, "Your rank was that of a lieutenant in South Africa?" and your reply is, "Yes; but immediately I put my foot on land here my rank was that of captain." Again, as a man who has been an Imperial officer, you must recognise the right of the Army Council to say what recommendations are allowed?—Yes.

102. And you are prepared, of course, to submit to their decision?—As regards the War Office, certainly.

103. And if they disallow your promotion to captain you must fall in with the decision?—Yes.

104. That affects your pay, does it not?—Yes; but I have petitioned against that.

105. Your claim of £276 2s. 6d. was based upon the payment for roll-work at £1 and 12s. 6d. per day?—Yes.

106. And you were offered £102 by the Department, less certain deductions?—Yes.

107. And that £102 is based upon your claim for payment for roll-work at £4 a week?—I think that is how it is made up.

108. *Right Hon. the Minister of Defence.* You did not read this question, No. 163, page 36, of the evidence, "You did not then advise him to put in a claim for the gratuity for five months' work after he had finished with his contingent?" To this question Mr. Williams replies, "I told him that he was entitled to draw the gratuity for the period during which he was engaged in connection with the contingent." "164. What do you mean by 'the contingent'—the one he was an officer of?" "Yes." At all events, you see that he contradicts your statement. Then we come to Mr. Simpson's evidence, question 201: "Then, if that voucher covers the time that he was doing work in the Commandant's office—for five months—it is wrong?" The answer is, "That I could not say." Question 202: "But if the voucher does cover it?" Answer: "Then it is wrong; but I do not think it does cover it." Question 203: "He finished up on the 28th February, 1903, so that from the 4th October to the 28th February he was engaged on work for other than his own contingent?" Answer: "If that is so, this claim would not be correct. It would only be correct up to the day he was discharged." Question 204: "When he finished the work for his own contingent?" Answer: "Yes." Question 205, by the Chairman: "What do you call 'discharged'?" Answer: "When he finished with his contingent." Question 206: "Which contingent?" Answer: "The last one he served in—the Ninth, I think." Question 207: "You would not consider that making out rolls for another contingent would be part of the contingent work?" Answer: "Not of his own contingent." That is Mr. Simpson's answer to the same