

70. Yes, it would be about £7?—I think £7 12s. 6d. was the amount. It is not a full-life policy; it is payable at a certain age.

71. *Mr. Symes.*] Do you know whether he is insured in the A.M.P. or the Equitable office?—I could not tell you.

72. *Hon. Mr. Duncan.*] Do you know the name of the man whom you paid the money to?—The last account I paid was paid to the Clerk of the Eltham Town Board, Mr. Tristram. I think that Mr. McGarry was the agent before that. I fancy two amounts were paid to Mr. Tristram and one to Mr. McGarry.

73. *Mr. Witty.*] Did you pay the three half-yearly payments at once?—No—not likely.

74. You did not pay one at the same time that you paid the others?—No. I paid one account when my son was working, one when he was knocking off, and another a while ago.

75. You say he was working three months?—Yes, he would be working fully three months.

76. You paid two six-months' accounts within three months?—No; I do not think so.

77. *Mr. EU.*] You stated the last time you were here that you had paid £87 8s., or something like that?—I do not think so.

78. *Mr. Laurenson.*] £78 8s.?—Something like that; it would not be over £80. That included the moneys I had paid to these men and the stores as well. It included everything.

79. *Mr. EU.*] If they say they paid their own store account?—Well, if they do, that will prove I am wrong, certainly; but I am sure they will not say any such thing. They have given me word to that effect. Of course, if three of them say that—or even two, leaving out my own son—I will have to stand down; but I am almost certain they will not do any such thing.

80. You say that the contract you made is in Mr. Major's hands?—I think so. I sent it to him about three weeks ago—a few days after I was here. As soon as I went home I sent it. I would like very much that he should be asked to show it. That would be better than my speaking.

81. If Sherwood says that his rate of pay was 1s. an hour, and it was stipulated that he should take as his mate your son, is that a correct statement?—No. If he said he was on by the hour it would be a wrong statement on his part.

82. *Hon. Mr. Duncan.*] Did they finish the contract that you let to them?—No, they did not.

83. Did you pay them the full amount?—No. I was supposed to pay them £112 if they finished the contract, or £117—that is, at the rate of £1 1s. an acre—if they finished by a certain date, provided the work was done to my satisfaction.

84. *Mr. EU.*] You say in your petition that you “let a contract for £130 to fell the bush upon the land leased”?—If that is in the petition, it is not right. There were only 112 acres, so I could only let a contract for that. I do not think that would be my petition. I am almost certain I could not have made a mistake of that kind.

85. *Mr. Witty.*] Would it not be stated in your contract whether it was by the hour or by the acre?—It was by the acre. Mr. Major has the contract. It is a harmless kind of agreement, but it states that. I do not know whether it will be found to state the amount. I gave them my word that the rate would be £1 1s., provided I had not to take on another man to get the job through for them and it was done to my satisfaction.

86. *Mr. EU.*] You say you paid them about £70?—A little over £70. I am quite satisfied of that.

87. The receipt shows that the £21 is “settlement for contract for bushfelling.” It is for £21 cash, and goes on, “and I will pay all store accounts.—JOHN WALSH.” You say in your petition that you paid about two-thirds of the contract price—£130. That would be £85. You paid that, and you did not ascertain whether the work done was of that value?—The value had nothing at all to do with me. I entered into a contract with these men to do the work, and it was not through their fault that they did not do it. That is the position I take up. I was under the impression, and am still, that I was entitled to pay these men in full, provided I had the money to do so.

88. Whether they had done the work or not?—They did their best, and it was not their fault that they did not complete the job. If you send me down to the wharf with a parcel and say, “Deliver that and I will give you 1s.,” and I meet a man and he takes the parcel out of my hand and delivers it, am I not entitled to the money, provided the parcel is delivered? It was not through their fault at all that they did not finish the work, and it was not through my fault; therefore I cannot see that I was not entitled to pay the money I did pay. I was certain that if they took me into the Court they would make me pay the lot. That was the way I felt. I would think very ill of a man if, after I had entered into a contract with him, even if it was by word of mouth, he would not fulfil the terms of it. I should look on him as being dishonest.

89. *Mr. Buchanan.*] At the commencement of your evidence you gave the Committee to understand that if £800 had been offered to you for your interest in the lease you would not have taken it?—I would not.

90. I am under the disadvantage of not having been here all the time. Has the Committee got any evidence as to how that £800 was arrived at?

*The Chairman.* I do not think we have got any evidence of that kind before us.

*Witness.* If the land had been taken up for any other purpose in the world than that for which it was, I would not put in a claim for less than £1,200—that is, if it had been taken for roads, or any other purpose. It was not like a man going in to speculate. That was out of the question with me altogether. I having a family to rear. The land was more valuable to me on that account. I thought it would give me the opportunity to find plenty of work for my family to do at home, and thus keep them from the towns.

91. *Mr. Laurenson.*] You say the lease was worth £1,200. At what rate did you lease the land from the Borough Council?—At 2s. an acre.

92. How many acres did these men fell whom you had under contract with you?—The bush felled was, according to the Ranger's report 5 acres; but they led me to believe that they had most of the underscrubbing done. That is generally done before falling the bush. In fact, that was in the agreement, too.