

1904.  
NEW ZEALAND.

# LANDS COMMITTEE :

(REPORT OF) ON THE PETITION OF JOHN WALSH (NO. 207), TOGETHER WITH MINUTES OF EVIDENCE.

(MR. HOGG, CHAIRMAN.)

*Report brought up on 2nd November, and ordered to be printed.*

## ORDER OF REFERENCE.

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

THURSDAY, THE 30TH DAY OF JUNE, 1904.

*Ordered*, "That Standing Order No. 218 be suspended, and that a Committee, consisting of eighteen members, be appointed to consider all Bills and petitions that may be introduced into this House affecting the lands of the Crown, and to report generally upon the principles and provisions which they contain; the Committee to have power to call for persons, papers, and records; five to be a quorum: the Committee to consist of Mr. Bennet, Mr. Buchanan, Mr. Ell, Mr. Flatman, Mr. Graham, Mr. Hall, Mr. Harding, Mr. Hogg, Mr. Jennings, Mr. Lang, Mr. Laurenson, Mr. Lawry, Mr. R. McKenzie, Mr. J. W. Thomson, Mr. Vile, Mr. Witty, Mr. Wood, and the Mover."—(Hon. Mr. DUNCAN.)

## PETITION.

To the Honourable the Speaker and Members of the House of Representatives in Parliament assembled:

In the matter of "The Rotokare Domain Act, 1903," and of John Walsh, of Eltham, farmer, lessee of part of the said domain.

YOUR petitioner most humbly prays for relief from the wrong inflicted upon him by the passage of the said Act, for the following reasons—namely:—

That on the 29th day of October, 1902, his tender for the lease for twenty-one years of part of the said domain, comprising 112 acres, was accepted by the Rotokare Domain Board.

That he paid two half-years' rent to the said Board, amounting to £11 4s., and signed the lease to himself tendered to him for his signature by the said Board.

That owing to the passage of the said Act he was dispossessed of the lease thereof, and it was necessary for him to journey to Wellington twice during the time Parliament was sitting last year—once under instructions from the Commissioner of Crown Lands, New Plymouth.

That he let a contract for £130 to fell the bush upon the land leased and paid two-thirds of that sum to the contractors, and in addition thereto sundry expenses connected with the said lease.

That the said Act only provides for compensation being paid to the extent of double the value of improvements made by the lessee.

That his claim for compensation was tendered to the Hon. the Minister of Lands claiming £560 seven days previous to the passage of the said Act, not the third part of £6,000, as stated by the leader of the House on the 21st July.

That he considers he is unjustly treated in depriving him and his family, of whom there are ten, of what he considered his *bonâ fide* property without any compensation.

That the principal expenses paid by him in connection with the said land, owing to the passage of the said Act, do not come under the heading of "improvements," and therefore its arbitrary provision prevents his being paid a sum equivalent to the loss in moneys paid by him and other losses he has suffered.

Wherefore your petitioner humbly prays that your honourable House may grant him such relief as an amendment of the said Act.

JOHN WALSH.

## REPORT.

## No. 207.—Petition of JOHN WALSH.

PETITIONER prays for an amendment of "The Rotokare Domain Act Repeal Act, 1903," or for compensation for the loss of his lease, amounting to £563.

Your Committee, having made inquiry and taken evidence in regard to this petition, report as follows: Under "The Rotokare Domain Act Repeal Act, 1903," the Rotokare Domain passed from the control of the Hawera Borough Council and came under the control of the Commissioner of Crown Lands for the Taranaki District. The Act provides that all leases and agreements made by the Hawera Borough Council under "The Rotokare Domain Act, 1899," are revoked and cancelled, but specifies that the holder of any valid lease or agreement shall be entitled to such compensation (not exceeding twice the amount actually expended by him on improvements under his lease or agreement) "as may be agreed upon between such holder and the Minister of Lands, or in default of agreement as may be assessed under 'The Public Works Act, 1894,' as in the case of land taken by the Governor for a public work." The Commissioner of Crown Lands has had the improvements effected by petitioner valued, and £29 being double the amount estimated has been tendered and refused. The claim of the petitioner appears to be not so much for actual loss of money as his estimated gain through having made a good investment. The evidence is conflicting and unsatisfactory, and fails to establish the allegations in the petition. The Repeal Act makes no provision for the principal items claimed by the petitioner, and, in the absence of anything to prove that the estimate of the work done furnished by the Commissioner of Crown Lands is unfair or inadequate, your Committee are unable to make any recommendation.

2nd November, 1904.

A. W. Hogg, Chairman.

## DEPARTMENTAL REPORTS.

Department of Lands and Survey, Wellington, 28th July, 1904.

SIR,—

*Petition No. 207, John Walsh.*

In compliance with your request of the 26th instant, I have the honour to report that in accordance with the provisions of "The Rotokare Domain Act Repeal Act, 1903," the Rotokare Domain passed from the control of the Hawera Borough and came under the charge of the Commissioner of Crown Lands of the Taranaki Land District.

Section 2 of the Act provides that all existing leases granted by the Hawera Borough Council are revoked and cancelled, and this section also provides for the manner of assessing the compensation payable to the Hawera Borough Council's tenants whose leases were revoked and cancelled. I enclose a schedule indorsed by the Commissioner of Crown Lands, showing the amounts payable under the Act to Mr. John Walsh and in the "Remarks" column what they are claiming. The Minister can consider no claim outside that provided for in the Repeal Act or as may be assessed by "The Public Works Act, 1894."

I have, &c.,

WM. C. KENSINGTON, Under-Secretary.

The Clerk, Lands Committee, House of Representatives.

*Rotokare Domain Board.*

Claimant.	Work done.	Particulars of Improvements.	Maximum Amount allowable by the Rotokare Domain Repeal Act.
		£ s. d.	£ s. d.
O'Shea Bros. .. ..	10 acres underscrubbed, at 12s. per acre ..	6 0 0	..
	Cutting tracks and lines, two men, eight days, at 10s. per day	8 0 0	..
	Total of improvements .. ..	14 0 0	
	Double improvements in terms of Act ..	..	28 0 0
John Walsh .. ..	20 acres underscrubbed, at 12s. per acre ..	12 0 0	..
	2 acres underscrubbed and felled, at £1 5s. per acre	2 10 0	..
	Total of improvements .. ..	14 10 0	
	Double improvements in terms of Act ..	..	29 0 0

They claim £673 as their loss, on the basis of £5 per acre. They hold that they submitted their claim before the Act became law, and they hold in equity that they should not be bound by it. They will not accept £28 in satisfaction of their claim.

He claims £563 on practically the same grounds as the the Messrs. O'Shea, and will not accept the £29 allowable by the Act. Mr. Walsh considers also that the fact of the timber remaining on the land should be looked upon as an improvement, and on this account he should be allowed more than if he had actually cut it down.

Claimant.	Work done.	Particulars of Improvements.	Maximum amount allowable by the Rotokare Domain Repeal Act.
P. O'Connor .. ..	75 acres bushfelling, subsection 3, Rotokare Domain, £1 5s. per acre (£2 10s. per acre according to limits of Act)	£ s. d. 187 10 0	£ s. d. ..
	Wages, four men, twenty-four days, getting material, and building house (£25, according to Act)	50 0 0	..
	To nine days' pay per man (four men knocked off work at the request of Commissioner of Crown Lands)	12 0 0	..
	86 chains boundary fence at 12s. per chain, as agreed by Minister of Lands	25 16 0	..
			275 6 0
			332 6 0

Mr. O'Connor agreed to this sum (£275 6s.), which was approved and has been paid.

8th March, 1904.

J. MACKENZIE,  
Commissioner of Crown Lands.

Department of Lands and Survey, Wellington, 22nd October, 1904.

Memo. for the Clerk, Lands Committee, Parliamentary Buildings.

In connection with the Rotokare cases and the petitions of Messrs. Walsh and O'Shea, by direction of the Hon. the Minister of Lands I enclose an extract from the report by the Chairman of the Scenery Preservation Commission, being the result of an examination made by the Commissioners within the last month. You will notice that the report speaks of the whole country being liable to slips, and this refutes a good deal of the evidence given by Mr. Walsh and others as to the extreme value of the land for farming purposes.

WM. C. KENSINGTON, Under-Secretary.

*Commission appointed under "The Scenery Preservation Act, 1903."*

The Chairman, Scenery Preservation Commission, New Plymouth.

Hawera, 7th October, 1904.

In accordance with your request, we proceeded to Rotokare Lake *via* Eltham on the 5th instant, and beg to report thereon as follows: Leaving Eltham at 9 a.m. in company with the Mayor and Town Clerk, we proceeded along the Rawhitiroa Road for a distance of some nine miles, all the distance being metalled and in fair order. Reaching the junction of Rotokare Road we left the trap and walked up an old side cutting of papa for about a mile and a quarter, where the boundary of the Domain was entered by a gate. This so-called Rotokare Road is almost impassable even for foot traffic on account of the numerous slips, which have in many places completely obliterated it. Owing to the whole country being liable to slipping, it is not desirable to reconstruct this access, but a good road could be made to within 10 chains of the reserve by following up the bed of the creek on Section 2, as per lithograph herewith. Fully a mile would be practically level, but the remaining 20 chains would be too steep for vehicle traffic. We made inquiries as to other means of access, and found that from Hawera we could drive for some twelve miles (mostly unmetalled) and walk about four miles on a very poor track cut out of papa.

The most noticeable features of the Domain were the dilapidated condition of the fences and gates, the destruction of underscrub by cattle, and the unnamable state of the so-called track leading through the enclosure. The fencing requires immediate attention, as a large proportion of it is in a very rotten condition, and in one place adjoining Section 32 there is no fence whatever. The gate at Section 32 (see tracing) was open, and we drove out four head of cattle. It is evident that adjoining settlers use the reserve for wintering their stock, as the grass is well kept down along the tracks, and everywhere ferns and undergrowth have been recently eaten off. The tracks are in a most deplorable condition, in many places over the boot-tops. This is chiefly due to the tramping of cattle, and to a lesser extent through slips and rotten culverts preventing water getting away. More than one-half of the track is quite overgrown with shrubs, which renders walking almost impossible.

The clearing done last year has, fortunately, not been fired, and, as the larger trees have been left standing and the second growth is quickly growing again, the whole area will in a few years present a very picturesque and unique appearance. It is seldom that so many fine large specimen trees can be seen under such favourable conditions, owing to the absence of natural undergrowth, and we are of opinion that had the clearing been done a little less severely, the felling done would have been of an improving rather than a destructive nature.

The fact is, there is too much dense bush surrounding the shores of the lake, and its beauty can only be seen from two points (A and B, see tracing), where there are slight openings down by the water's edge. Everywhere else is dense undergrowth, and we actually walked along the track for half a mile without getting a glimpse of water, although only a chain or so from its shore.

## MINUTES OF EVIDENCE.

FRIDAY, 9TH SEPTEMBER, 1904.

JOHN WALSH examined on oath. (No. 1.)

1. *The Chairman.*] What is your occupation, Mr. Walsh?—Farmer.
2. Where do you reside?—In the Eltham district.
3. Will you state, briefly, how you took up the land, and just recite the facts that you gave us in your petition as briefly as possible?—Thank you. I took up the land about two years ago—I am not sure of the exact time—from the Hawera Borough Council. I paid a half-years' rent in advance and got the land.
4. Just mention how much land you got, will you?—About 112 acres.
5. It was a lease, was it not?—Yes, for twenty-one years, at 2s. an acre. At the end of the twenty-one years, if the land should not be leased to me again, I would have a right to compensation not exceeding £5 per acre.
6. *Mr. Buchanan.*] For improvements?—For improvements. Then I let a contract for the 112 acres, and I had three men working on this land, when I got word from the Commissioner of Crown Lands at New Plymouth that I had better cease felling bush on the land; that the Government were going to take it over, and that they would compel me to give it up. I said that I was not dealing with the Government; I was dealing with the Hawera Borough Council, and under any circumstances I could not give a decided answer until the Hawera Borough Council gave me word to that effect. The Commissioner at the time came to see me, and met me on the section adjoining. He said he had a letter from the Mayor of Hawera, to the effect that he had stated to me that it would be better for me to cease felling bush. That was to the Commissioner, not to me. "Well," I said, "if I get a letter from the Mayor to the same effect I will certainly knock off the men working, but until I get that I cannot do so." He was satisfied with that. He did not think I was in any way unreasonable, and the next question he asked me was what compensation I would take provided this land was taken from me. I said that I could not decide then; I would not like to say what it would be, but I said, "It will be no harder than that of the other men who have it," and mentioned one of them especially—Mr. O'Connor. He was one of those who had some of the leased land. The Commissioner took a note of this, and seemed to be satisfied with it. But where I lived was on his way home, and he called at the house to see if he could get any further information. I could give him nothing but what I had stated. I had not the power to do so until I had seen the Hawera Borough Council. He said to me, "Now, could you not come to a conclusion and put an estimate on what you want for compensation?" "No," I said, "I cannot." I said, "I would like to go down to Wellington some day next week, and I will then let you know further, or I will send word to my boy at home and he will deliver the message." The Commissioner said, "You will manage it all right there. I will give you a letter of introduction to a man at Wellington that will settle the case." I thanked him for that. I thought the letter of introduction would be a grand thing. So he gave me this letter to a man named Marchant, in another part of the town. I went to this Mr. Marchant, produced the letter, and he read it over. Then he laughed and said, "I have nothing at all to do with it. I am surprised at a man of the Commissioner's ability not knowing better than to send you here. Nevertheless, I will do what I can for you. I will send a messenger up to the Minister of Lands, and you will make it all right there." I went up to the Minister of Lands, and the most unreasonable man I met was the Minister of Lands. When I went into his room he said, "You are one of these lessees, are you not?" I said, "Yes." "Well," he said, "I am surprised—in fact, I put you down to be worse than those that let the land to you." Of course, I did not know what to say. I knew that I was in an awkward position. I think that any man will take a good thing when he gets the opportunity. So that was my position. If a man had come to me the day I paid my half-year's rent and said, "I will give you £800 for your goodwill there," I would not have sold it. The land was better to me than a man's offer to give £800.
7. *The Chairman.*] What we want to know is to whom you let the contract, and the terms of the contract?—I let the contract at £1 per acre, or at £1 ls. provided the bush was felled by a certain date, to my satisfaction.
8. What was to be done?—The whole lot was to be underscrubbed at first—as is usually the case with bushfelling.
9. All the bush was to be cleared off?—All the scrub was to be cleared first.
10. Was the contract in writing?—Yes. Mr. Major has the contract. I sent a copy of the contract—indeed, it is the real contract, stamped, and all—to Mr. Major.
11. Who signed the contract?—A man of the name of Williams. Then, there were two more in the contract.
12. Who were they?—A man of the name of Sherwood, and my own son.
13. The three were Williams, Sherwood, and your own boy?—Yes.
14. How long were they there?—They must have been fully three months there, but whether they were working all the time they were there or not I cannot say. They were fully three weeks before I could come to a settlement with them.
15. How long were they there altogether?—They would be there close upon four months, I expect. I could not tell you exactly what time they were there.
16. How much work did they do?—I could not tell you.
17. Did you look at the work afterwards to see if it had been done?—No. I had often been there when they were working, but not since they knocked off.

18. Did they send in any account or demand payment?—Yes. They were almost demanding he full payment.

19. How much was that?—£1 an acre would come to £112. My agreement with them was that I would pay them inside four days after they finished falling.

20. Was any demand made in writing?—No. I went to meet them several times at the camp, and I paid them at the camp.

21. Who made the demand?—Sherwood was the hardest man, I think, to deal with, although he did not sign the agreement at all. Williams was the man who signed it. He was more reasonable. The way I got rid of them was this: I said, "If you take the sum I offer you I will not stick at that if the Government give me anything that is fair." Under those conditions they took what I offered them.

22. What was the sum you offered them?—This document that I have here is a receipt from one of them [Produced]. I paid each of them separately. This is a letter [Produced]. The way I asked them to settle is shown at the top of the receipt.

23. This reads, "Settlement for contract for bushfelling: Will you take this £21 cash, and I will pay all store accounts?—JOHN WALSH."?—Yes.

24. It is signed, "Joe Sherwood," and dated "11/8/03." How was this money paid?—I thought that I paid it in cash. I paid it in the tent. He tells me that I paid him £10 by cheque, but I do not think so. I cannot trace that I paid him a cheque at all.

25. Have you got your bank pass-book?—Yes; but I have not presented it to the bank for a long time—before that time. This is a bank-book previous to that.

26. You have not got your bank pass-book for this date—11th August, 1903?—No. The last entry in this book [Produced] is dated before the payment of this account altogether. I brought this pass-book merely to let you know that I was not one to put any turns or twists on things.

27. The latest date here is the 19th March, 1902—more than a year before the date of this receipt, which is the 11th August, 1903?—I had not presented it to be made up after the last date there.

28. Would you have an account at the bank for 1903?—Yes, I expect I would.

29. This pass-book is of no use to the Committee?—No; not a bit. It is the last one I have. I keep my account at the bank at Hawera.

30. You have no bank-book covering that time—August, 1903?—No.

31. This is the last pass-book you got?—Yes. I thought that if I did not bring that you might think I had left a later one at home; but you can find out from the bank that that one is the latest.

32. *Hon. Mr. Duncan.*] Did you not know that this question would come up when you brought this pass-book?—I did; but I had very little time to deal with it. I got notice at night to come here, and I had to leave before 6 o'clock in the morning. So I did not have time to make provision for it. In any case, however, if I paid Sherwood in cash the payment would not show in the pass-book.

33. Have you any objection to this book being sent to the bank again to be filled up?—Not a bit. I would like to state this: in case you might be asking me to come here again, that it was very awkward for me to come this time. With regard to the cheques that I have drawn, you will find that a lot of them have been filled up in this way: "Pay self, so-much." I keep my account at Hawera, and I might get accounts from four, five, six, or seven men in Eltham on the one day, and I am not going to give a cheque to each man and pay exchange on each. So I draw a cheque on my own account and pay them in cash. If I got only one account from one storekeeper I would go in and ask that man for a blank cheque out of his own cheque-book.

34. If you got this book filled up to date the cheques would show in it?—Yes. Sherwood says that I paid him a cheque, but I am almost certain it was cash. I would not like to swear to it, however.

35. *Mr. Bennet.*] Did you get a receipt for the money you paid?—Yes. The receipt is there for £21.

36. *Mr. Witty.*] Did that cover all three?—No; that amount was paid to each of them.

37. You have the other two receipts?—No. I had none at all the last time, and it was more by luck than good management that I got that one.

38. *The Chairman.*] This receipt says you will pay all store accounts?—The money I paid my own son was more than that; but, as he is my own son, I am not going to tell you I paid him so-much, for fear you would think I was trying to bolster up a tale to make it appear that I had. But these documents that I have here will show you that there were certain sums I paid that I did not speak of at all, because I thought they did not concern my petition at all. Here is one from Mr. Parrot, a Justice of the Peace at Eltham. He keeps a store. [Document handed in.] Here are others [Handed in]. They are not receipts, but they will do for my purpose as well as receipts. It would appear to you very likely that I made a false statement when I was here before, but I assure you I did not do anything of the kind. I have been twenty-five years in the colony, and I do not think it can be proved against me that I did on one occasion; and this is the first time I have had to defend myself. Here is another of these documents [Produced]. I have plenty of these little accounts that I did not speak of before.

39. It would have been much better if the amount had been certified to in this document?—Yes; but they had not time to look up the books. I got notice on Tuesday night to appear here, and I had to be here on Thursday morning. It was just to oblige me that they did that.

40. *The Chairman.*] Who was the contract let to—Williams or Sherwood?—Each of the three was just as much concerned as the other—except that there was only one man who signed, and that was Williams. I let the contract to them on condition that my own son would be in with them, and they were quite satisfied. This man Sherwood was the hardest man to deal with in the matter of payment. Mr. Major has some of the papers, which would be useful.

41. Did you pay Sherwood's account?—Yes. You can see all the accounts I have paid to these storekeepers. The accounts were not separate at the stores—they were just for Williams and Co.—and I paid all these that I got.

42. *Mr. Buchanan.*] They got their stores together?—Yes.

43. And I suppose they were kept together?—Yes. They camped together—in fact, the camp is there yet. That is where I got that receipt. I put it into an old trousers-pocket of mine, and I got it from that pocket since I was here the last time.

44. *The Chairman.*] You say you paid Sherwood £21, either in cash or by cheque?—I said that I paid him in cash, but he says there was a cheque. He gave me a copy of a letter sent to the Minister of Lands. After I had been here I went home on the Saturday, and before I got up on the Sunday Sherwood came to see me. He woke me up, and said he wanted to see me badly. He said, “By the by, I made a false statement, and I would like you to correct me.” I did not know what statement he wanted me to correct, and I said, “What statement?” He said, “There was some Government man asked me what money you gave me, and questioned me a lot, and I know I could not remember what to tell him rightly.” “Well, then,” I said, “the best thing is to write to the Commissioner of Crown Lands, New Plymouth, or to the Minister of Lands, and you will be able to certify to what you said, I suppose.” He said he would do that, and he sent me this copy of a letter that he sent to the Minister of Lands—which you see there. He did not tell me what he said to this Government officer who questioned him. He did not know who the man was.

45. *The Chairman.*] Did he say what size the cheque was that he received?—He says that it was £10; but I am almost certain that I did not pay him a cheque at all. He says that I paid him £10 by cheque and the rest in cash.

46. *Mr. Bennet.*] What difference would it make if the payment was by cheque or cash?—That is what I do not know. It seems to run in your minds here that it was a peculiar thing for me to pay cash; but there was nothing peculiar about it, because if I pay two accounts I save 1s. by paying cash instead of cheques, on account of the exchange on the cheques.

47. *The Chairman.*] Did you make up any accounts to show what you had paid on account of Sherwood's stores?—No. I had no time to do anything when I got your notice. It would be only from the storekeepers that I would get that information, because I do not think I could get the receipts.

48. What storekeeper did you settle with, on account of Sherwood?—It was on account of the three of them. The three of them got their stores as a company would get them. I paid accounts due to Mr. Taylor, Mr. Parrot, Mr. Blennerhasset, and to the butcher, Mr. Duncan; and these men have all acknowledged that I did pay them, as those documents show, but they did not give me the receipts.

49. Did you pay anything to Mr. Adams?—That is the man I call Mr. Taylor—Mr. Taylor is the manager for Mr. Adams. Yes, I paid him.

50. Were Sherwood and Williams getting stores together from the same place?—Yes; they all got their stores together. The storekeeper would deliver the stores for them in one lot. “Williams and Company” they were called; and anything got in their name while they were working for me I undertook to pay for.

51. How much do you consider you paid Sherwood altogether?—Twenty-one pounds.

52. I mean with the stores?—I could not tell you, because they were not in separate lots. I could not even tell you what I did pay for the stores.

53. How much did you pay Williams?—About £21, I think.

54. The same amount?—Yes.

55. When did you pay him?—Somewhere about the same date, I think.

56. Was Sherwood present when you paid Williams?—No.

57. How did you come to pay them at different times?—When they ceased felling bush Williams went away to look for a job at milking, and he was not there at all at the time I paid Sherwood. Sherwood stopped in the camp until I had to get a job for him.

58. I do not think you told us about Williams on the last occasion?—No.

59. How is it you told us all about Sherwood's contract and did not mention Williams?—I do not think I told you about Sherwood's contract. I said that the three were in the contract.

60. You gave me to understand that you had let a contract to Sherwood, who was to take your son with him to do the work?—Perhaps I did say that—

*Mr. Symes:* That is in another letter.

*Witness:* Perhaps I did say that. I meant that the three of them had equal shares in the contract, and I still say the same. Williams was the man who signed the contract.

61. *The Chairman.*] You now say that all the money you paid to Williams was £21?—Yes; I think that was about it. When I was here before I thought I had paid Sherwood £25, but he says it was £21; and I thought I had paid that in cash, but he says I paid him a cheque.

62. How did you pay Williams?—That was by cash, too.

63. *Hon. Mr. Duncan.*] You say that your son was in the contract?—Yes.

64. How did you pay him?—I paid him in cash also—in three small sums. I gave him the money to pay for life insurance. That is how I paid him.

65. How much did you pay him?—It would amount to more than the sum I paid Sherwood, but I cannot tell you the amount.

66. *Mr. Witty.*] What was the amount of the insurance?—Five hundred pounds. I think the premiums would be £7 10s. or £7 12s. 6d.

67. What insurance company was it—the Government Life Insurance Department?—I could not tell you from memory.

68. Were they half-yearly payments?—Yes.

69. What age is he?—Almost twenty now.

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.

93. The whole of the area was underscrubbed?—The whole of it was supposed to be underscrubbed before they felled any; but they did fell about 5 acres.

94. They underscrubbed the whole of it?—No, they were supposed to.

95. Have you any idea how much they did underscrub?—No.

96. Did you pay them this money without ascertaining that?—Yes.

97. Last time you were here you said you had paid them £78?—I said that was what the contract cost me.

98. And you said you were under a contract with them. If any of them said, then, that they were being paid by the hour, they would be saying what was untrue?—Yes.

99. You said last time that you had paid them in notes?—Yes.

100. If any of them said they were paid by cheque they would be saying what was untrue?—I think so.

101. You also said that you paid the store-bill of Mr. Taylor, at Eltham?—Yes.

102. If they said you did not, and Mr. Taylor said there had been no bill paid on account of Sherwood and Co., then they would be saying what was untrue?—Yes, I think so.

103. You said when you were here last time that the contract was at the rate of £1 5s. an acre?—No.

*Mr. Symes:* O'Shea said that.

*Witness:* I said the very thing that I said to-day—that I let the contract at £1 per acre, or £1 1s. provided it was done to my satisfaction by a certain date.

*Mr. Laurenson:* I think I distinctly remember your saying it was £1 5s., and you said it was another man. To-day you say the rate was £1 1s., and in the contract it says £1. That was for the 112 acres. They had 5 acres felled, and you paid them £78.

104. *Mr Witty.*] Mr. Williams's name did not appear last time, and yet he was a principal?—I do not think that there was any principal about it, excepting that his name was on the contract. The three were just as much concerned as one another.

105. But he signed the contract?—Yes.

106. Therefore, he was the responsible party, and not Sherwood?—To a certain extent you would have to call him the responsible party, if there was anything not done right.

107. You say you paid your son more than the others. Is it usual to do that?—No, it is not usual. I said that the amounts I paid him would come to more than I paid Sherwood.

108. But those payments were for a long period—they ran over eighteen months. You did not pay him at the time?—No; it is not very long since I paid one part. It might be two months, at the outside.

109. What you stated was that you paid one instalment while your son was engaged on the contract, and one just when they had done—that was within three months of the other?—Yes. They might have been done a good while before I paid him.

110. Why was not he paid at the same time as the others?—That is very easy to explain. Many an account I cannot pay on the date due, and I thought my own son's would be the one I could keep back; and seeing that I never got a copper from the Government for the injustice done to me, he did not ask me to pay him until it was convenient for me to do so.

111. Is he still working for you?—Yes.

112. Is it not, then, a part of his wages that you are paying him now by this last instalment?—No, it is not.

W. H. SKINNER (Land Transfer Draughtsman, Lands and Survey Office, New Plymouth) examined on oath. (No. 2.)

*The Chairman:* I think the best thing would be to ask Mr. Skinner to confirm his written statement. I will therefore ask the Clerk to read it.

Mr. Skinner's report to the Commissioner of Crown Lands, New Plymouth, dated the 20th August, 1904, was then read by the Clerk as follows: "In accordance with your instructions on Thursday evening I left by the mail-train on Friday, the 19th instant, for Eltham, and interviewed Mr. Taylor, the storekeeper alluded to in Mr. Kensington's telegram. Mr. Taylor went through his ledger with me, and there was no entry of any description to show that he had received moneys from Walsh on account of Sherwood (not Sherwin), the man who did the underscrubbing for Walsh on Rotokare lease. Walsh has a running account with Taylor, paid monthly, but these accounts were small, varying from £3 to £6 per month, and there was no decided increase in June, July, or August of last year, the time in which Sherwood was working for Walsh. From Eltham I rode into Mangamingi Village, and went through the books of Mr. Taylor's branch store. The manager in charge, Mr. Bethune, says Walsh paid nothing whatever on account of Sherwood, Walsh's name not appearing on the books of the store. Sherwood's dealings with the store last winter whilst working for Walsh were small and paid in cash by himself. At Mangamingi I was told that Sherwood had gone out the previous week to Eltham or Hawera, and after a long hunt I found him at Hawera. He informed me his name was Joseph Sherwood, and address 'C/o J. A. Bethune, Mangamingi Store, *via* Eltham.' He was employed last winter by Mr. Walsh, of Eltham, at wages (not contract) to underscrub part of the Rotokare Reserve. His rate of pay was 1s. per hour, and it was stipulated that he should take as his mate Walsh's son. They went on with the work until stopped by the Crown Lands Ranger. He remained in his tent on the ground for three weeks after the work was stopped, waiting for instructions, but for these three weeks he has never been paid, and now respectfully asks that his claim for loss of time be favourably considered. The total amount received by Sherwood and his mate from Walsh for the underscrubbing was £25, out of which they had to pay all expenses of food, &c. Sherwood received his money by a cheque drawn by Walsh on the Bank of New Zealand, Eltham, in July or August of last year. Sherwood was very straightforward in his statements, and said he was willing to give what evidence he could if required. I have to acknowledge the great assistance rendered by Mr. Taylor and his staff in this matter."



113. *The Chairman.*] Do you say that that is a true and accurate account of the statement made by Mr. Sherwood, Mr. Skinner?—Yes, sir.

114. Did Mr. Sherwood make any reference to a man named Williams as having been a partner in this contract?—No. He said the name of Williams had been mentioned, but it had nothing whatever to do with the contract.

115. Williams had nothing to do with the contract?—Nothing to do with the actual working. He did not take part in the actual work in the bush—scrubbing or felling.

116. How did Sherwood say he had been paid—by cheque?—After the money was debited for the stores he was paid the balance. The total amount came to £25, but out of that had to be stopped the amount of the stores; then he received the balance.

117. *Hon. Mr. Duncan.*] What was the reference he made to Williams—that Williams had nothing to do with the contract?—Williams's name was mentioned by Sherwood, and he said Williams had nothing to do with it.

118. How is it that the contract submitted by Mr. Walsh is signed by Williams?—I do not know.

*Mr. Witty:* It has not been submitted; we have not seen it.

119. *Mr. Ell.*] Sherwood said that Williams did not take any part in the work?—That he had taken no part in the work.

120. Who did he say worked with him in doing the underscrubbing?—Walsh's son was his mate.

121. And nobody else?—Nobody else. That was Sherwood's statement to me.

122. *Mr. Laurenson.*] Did that £25 that they were paid cover Walsh's son's work?—It covered his own and his mate's—Walsh's son's—work. It was the total sum received for the work done on the subdivision of Rotokare.

123. Were they working under a contract, or by the hour?—At so-much an hour. There was no contract. Sherwood distinctly mentioned that.

*Hon. Mr. Duncan:* I would like to ask Mr. Walsh a question. This document that I have here reads, "Eltham, 30th August, 1904.—This is to certify that I took a contract from John Walsh of 112 acres, more or less, on the Rotokare Reserve, at £1 per acre, and I took Joe Sherwood and Tom Walsh as partners.—J. WILLIAMS." How is it that this was written on the 30th August, 1904?

*Mr. Symes:* Mr. Walsh explained that he got all the letters that he has produced this morning signed recently—he just got them the other day when he was coming down.

*Hon. Mr. Duncan:* He did not get any signed before?

*Mr. Symes:* No. He just got those to show that he had paid the accounts and that he let the contract.

124. *Mr. Witty.*] Did you see Mr. Walsh's son, Mr. Skinner?—No.

*Mr. Walsh:* In this report of his Mr. Skinner says that Sherwood told him I gave him (Sherwood) a cheque on the Bank of New Zealand, Eltham. Well, now, I assure you, gentlemen, that I never had an account at the Bank of New Zealand, Eltham, and therefore the statement must be entirely wrong. I think that in itself is sufficient to show that these men, if they gave Mr. Skinner this statement and the other statements, must have been either playing with me or with Mr. Skinner.

*Mr. Witty:* Where is Williams to be found?

*Mr. Walsh:* I could not tell you.

*Mr. Witty:* But you have seen him recently—to get that document dated the 30th August.

*Mr. Walsh:* He met me at the sale at Eltham.

*The Chairman:* Will you get your bank-book made up to date, and send it along?

*Mr. Walsh:* Yes.

*Hon. Mr. Duncan:* Signed by the manager?

*Mr. Walsh:* I suppose if he makes it up it does not make any difference who signs it.

*Hon. Mr. Duncan:* If you tell him what you want it for he will sign it as being correct to date?

*Mr. Walsh:* Yes.

THURSDAY, 20TH OCTOBER, 1904.

Mr. JOSEPH SHERWOOD examined on oath. (No. 3.)

1. *The Chairman.*] What is your name?—Joseph Sherwood.

2. What is your occupation, Mr. Sherwood?—I am a labourer, a sawyer, or anything—anything going.

3. Where are you residing?—I am on the Whenuakura works, above Eltham, in the Whenuakura Valley Road, coming down from the works towards Eltham.

4. *Mr. Symes.*] Not the Turakina Valley?—Yes, I think so.

5. *The Chairman.*] Do you know John Walsh?—Yes.

6. Where you employed by him? Was it two years or eighteen months ago?—I think we started on the 1st, 2nd, or 3rd June—that is, twelve months ago last June.

7. Will you tell the Committee the nature of the bargain between yourself and Walsh?—I beg pardon. I do not understand.

8. Well, what did Walsh ask you to do—what sort of work?—Felling bush.

9. Where?—At Rotokare Lake.

10. How many acres?—I think it was about 112, though I cannot swear for certain.

11. About 112 acres?—Yes.

12. Was there any contract between you and Walsh?—Yes, between my partner and Walsh. My partner signed the contract—that is to say, he was one of my partners.

13. Who were your partners?—One was named Jaro Williams, and the other Tom Walsh—that is, Walsh's son.

14. And what was the nature of the contract? How were you to be paid?—We were to fall the bush at £1 an acre. I think the contract was signed at this rate, £1 an acre; but if we made a good job of it we were to get £1 1s.

15. How was the money to be divided? Were you to receive equal shares?—The money was to be divided equally. If a man was away a day or two days the time was settled according to what we made per day.

16. That was between yourself and young Walsh?—That was between myself and young Walsh and my mate.

17. You are sure that the contract was taken at so-much an acre?—Yes, perfectly sure; and it was signed by my mate.

18. You were not employed on day work?—No, I was not employed by the day. I was employed by contract at so-much an acre.

19. And you were employed not by Williams, but by Walsh?—We were employed by Walsh equally. The three of us were supposed to sign the contract, but Williams was never there when Walsh was there. Walsh often brought the contract to be signed; but the three of us were not there, and he kept it in his pocket and it was not signed by us. We said Williams was not there.

20. Have you stated to anybody that you were employed by the hour?—Yes; to a man who overhauled me, but that was—

21. Then, you made a statement to some man which was not correct?—In one way it was not correct, but I believe—

22. Mr. Sherwood, it is a plain question: will you answer it plainly? Did you make a statement to this man you mention which is not correct or not?—I made that statement.

23. You made a statement that was not true?—I did, if it comes to the point.

24. This was the man that overhauled you?—I do not know his name. He asked me two questions.

25. Had you any reason for misleading him?—No, I had not. I just spoke according to—I did not know what I was speaking about.

26. Are you in the habit of making statements of that description?—No, I am not.

27. Will you tell us why you made a statement which is not correct in this instance?—Simply because I added it up in my mind in my own way and it came out at about a shilling an hour, and I said I got a shilling an hour. Mr. Walsh simply paid me £25.

28. He gave you £25?—Yes, that was the whole amount.

29. I want to know from you how you were engaged. You say you were engaged by contract, but you told somebody else you were engaged on wages. I want to know why you made these two different statements?—I thought it did not matter which way we were paid, whether it was by the hour or by the contract. I did not think that I would have to come before you gentlemen. As I have said, I had calculated it up in my mind in my own way, and I just simply made use of the remark—I said I got twenty-five pounds. I said it was about a shilling an hour.

30. Were you asked by this man you refer to, who you say overhauled you, whether the work was done by contract or not?—No.

31. Then, you did not deny to him that it was a contract job?—No, I did not deny to him that it was a contract job.

32. You told him you were paid a shilling an hour?—I said, "I think I got about a shilling an hour."

33. And you cannot explain to the Committee why it was that you told him this?—No; it is just simply because I have always been under the impression that I have been paid fair wages, and if any one asked me I would say I was getting about a shilling an hour, never thinking about such a thing.

34. Then, you have no other explanation to offer?—No; that is the only explanation I have to offer.

35. Who paid you this money?—Walsh.

36. You are quite sure it was not Williams?—No; it was Walsh.

37. How did he pay you?—He paid me by cheque, I think, about £10 8s., and the rest was in notes. The amount due to me for the work was £21, but there was some cooking-utensils which his son wanted and other little things which came to a few shillings. The amount of the cheque I received, I think, was £10 8s.

38. Were you dealing with any storekeeper?—Yes.

39. What store did you deal at?—At Perritt's, I think, about five miles out of Eltham, at the creamery. I believe the name of the storekeeper is Parrot, or Perritt.

40. Did you receive supplies from him during the time you were at this work?—A portion of the supplies.

41. Did you pay the storekeeper yourself or did Walsh do so?—Walsh paid him.

42. Do you know how much he paid him?—No, I do not. I never saw the bills. He had the bills there, but I did not look at them.

43. Did you ever inquire how much it was?—No.

44. You did not know whether it was £1 or £10?—It must have been something under £5—that was the balance.

45. Did you receive any cheque from Mr. Walsh?—Yes; I believe I received a cheque for the £10 8s.

46. Did you at any time deny that you received a cheque?—No, never.

47. Still, you made a statement to this man? Did you say whether you had received a cheque or had been paid in cash?—He asked me whether I had been paid by cheque, and I said, "Yes"; and afterwards I called on Mr. Walsh and asked him if it would make any difference whether I said I was paid by cheque or half-and-half, and Mr. Walsh told me that I had better write down to the Minister of Lands, and he said that I had made a mistake. Well, I wrote.

48. Then Mr. Walsh interviewed you?—I called on purpose to see whether the mistake would make any difference.

49. And you interviewed Mr. Walsh as to the statement you had made?—Not altogether. I only asked him whether it would make any difference.

50. You wanted Mr. Walsh's opinion whether it would make any difference whether you told the truth or not?—No; whether it would make any difference if I said I was paid by cheque or the correct way that I was paid.

51. But why should you ask a question of that kind?—I am not often in town. I am a bushman. A bushman does not go to town frequently, and I made this statement unthinkingly—

52. Mr. Sherwood, you are making a most extraordinary statement. What can one do with a man who says one thing to one man and another thing to another?—I did not say one thing to one man and another thing to another.

53. You have acknowledged it?—I acknowledge that I made a mistake; but as soon as I made the mistake and knew what it meant I acknowledged it.

54. Surely you have a little memory, Mr. Sherwood?—Yes, I have.

55. It was a mistake with regard to the fact?—Yes.

56. You told one man you were paid in cash, and then afterwards you say you were paid by cheque?—No; I told this man that I was paid by cheque. I told the man who overhauled me that I was paid by cheque.

57. How much bush did you fall?—That is more than I can say. I never measured it.

58. Can you tell whether it was over an acre?—The bushfalling—not the scrub-cutting. We were there two half-days bushfalling.

59. How long were you at work with Williams and young Walsh?—I cannot tell you.

60. Cannot you say whether it was a week or a month?—We did not work properly; we thought that the Government—

61. What was the whole amount of money that you received from Walsh for your work?—I received from Walsh altogether for work £21.

62. Twenty-one pounds?—Yes, £21.

63. And how much did your partners receive?—I do not know.

64. There was no division between you and your partners?—No; no division whatever. I do not know what his son got or what the other man got.

65. You are sure that you were working with Williams and that it was a partnership job?—Yes.

66. Did you not say in the first instance that you were simply employed by Walsh, and that you had Walsh's son at work with you?—No.

*The Chairman:* I think the report to the Commissioner of Crown Lands had better be read. [The Clerk then read "Report of Result of Mr. Skinner's Inquiries to the Commissioner of Crown Lands, New Plymouth.]"

67. You have heard that statement, Mr. Sherwood: can you say whether it is correct or not?—A portion of it is correct, and portions of it I never made use of.

68. Will you mention the portions that you did not make use of?—I did not make use of the words that I was working for wages.

69. But you have just told the Committee that you have made a mistake—that you did make use of those words?—I meant a mistake in the way I was paid by cheque or by notes.

70. Did you not tell the Committee a few minutes ago that you stated you were working by the hour?—I said that I may have said so off-handed.

71. What is the difference?—The mistake was not made in that way. I said I got about a shilling an hour.

72. Did you tell him the amount you were paid, the amount you received between yourself and your mate, Walsh? Did you tell him the amount you received was £25?—Between the two?

73. Yes, between the two?—No.

74. Did you say that you received £25 yourself?—I said that I received £21 after paying all store expenses.

75. Did you say no stores were paid for by Walsh?—No.

76. Then, do you say that Walsh paid Taylor your account for stores?—He must have.

77. If Taylor says he did nothing of the kind, have you anything to say to that?—Well, as long as he does not bill me it is all right.

78. Then you say now you do not know whether Walsh paid for your stores or not?—I think the little things we had from Taylor were put in Walsh's account.

79. In this interview that you had with Mr. Skinner—the man who interviewed you—did you refer to more than one mate that you had?—Yes, I said there were three men in the contract.

80. You told him that?—Yes, I told him that.

81. You did not tell him that the work was simply done by Walsh and yourself?—I said that the other man was not much good at the work, and he was not.

82. *Mr. Witty.* Have the Government paid you for that three weeks yet?—No, I told Mr. Skinner to pay Mr. Walsh, because he must take into account the money he paid me for the time I was hanging about the place waiting.

83. If so, at what rate would he be paying you by the hour?—I think Mr. Walsh has paid me about a shilling an hour.

84. Including the three weeks?—Yes.

85. Then, you do not expect it from the Government as well?—No. I told him to pay Mr. Walsh.

86. The three of you have been paid £75?—I do not know about the others.

87. How much underscrubbing was done?—I cannot say. I never measured it.

88. But you must have a rough idea?—I could not say. We were not going on straightforwardly. There was the cattle running about, and we could not go straight on with the work.

89. Was that in the contract?—No, he simply came and asked us to allow the cattle through the bush, and to scrub a bit here or there.

90. But, surely, you must have some idea as to the area? Did you scrub the half of it?—I think we must have done more than that.

91. But you were three weeks doing nothing?—We were there from the commencement of June to the middle of August. We ought to have pretty well knocked the bush down, and we would have done so had it not been for the reports that the Government were going to take it.

92. What had the reports to do with you?—Well, they had nothing to do with us; but we did not work the same way as we would otherwise have worked.

93. But you knew well enough that you would get paid for the time that you were working. Why did you not go on in the ordinary way?—We did not know who would have to pay us.

94. That was immaterial so long as you were paid?—That is so.

95. You think that half the underscrubbing was done?—I should say it was, but I am only speaking at random.

96. What would it be worth to underscrub?—It would be worth about half to underscrub. We generally allow a third, but this was very heavy.

97. You did two half-days at bushfalling?—Yes.

98. Well, then, really there would not be more than about two or three acres?—Two or three acres in two half-days?

99. Or even less?—Even less.

100. When you found out you had made a mistake as to what you stated, why did you not send to the Department instead of going and seeing Mr. Walsh about it?—Simply because I did not know where to write to, or anything about it. I asked him whether I should write. I knew nothing about it.

101. Why was the stipulation that young Walsh should be in the contract, do you know?—You mean for the three of us to work together?

102. Yes. Was it compulsory that he should be in the contract?—I do not think it was compulsory. That I cannot understand at all. I was a stranger and was staying at Eltham, and the man I was working with told me that he might get it, providing he took Mr. Walsh's son in with it.

103. Was he as good a man at bush-work as yourself and mate?—It was his first time, and every man has to learn his trade; but he was really good as a youngster.

104. Was Mr. Walsh with you while you were doing the scrub-cutting?—He was out three or four times.

105. On each occasion your mate was absent?—Yes, he was absent.

106. Then, you were not really working all the time you were supposed to be working?—We were working, but not in the way we should have been working.

107. Killing time instead of trees?—That is it, killing time.

108. *Mr. Bennet.*] How many days were you there, including the time you were doing nothing?—I could not say definitely.

109. *Mr. Flatman.*] The money you received was not in any way connected with your mate's earnings?—No; the money received was my own.

110. And that store account you were paying was not in conjunction with your mate?—We were all in the store account. The difference between the £21 and the £25 was my share of the bill.

111. And when you calculated it up at the end of your contract you considered you had earned a shilling an hour?—I considered I had earned a shilling an hour.

112. And you got it whether you had earned it or not?—Yes, whether I had earned it or not.

113. *Mr. Lang.*] I would like to ask one question in connection with this matter. Did you make the statement that you had been paid a shilling an hour wages, or that you had earned a shilling an hour?—The statement I made was this: I said "I have got about a shilling an hour."

114. You did not say that was for day wages?—No. I said, "I got a shilling an hour." Those are the words I made use of.

115. During the time you were supposed to be working?—Yes.

116. *Mr. EU.*] Did you make this statement to Mr. Skinner—the man you say overhauled you—that it was stipulated that you should take Walsh's son in as a partner?—No. I do not think that was stipulated; but the man who signed the contract, Williams, said, "We will have to take Walsh's son in with us." That is all I know.

117. Was this Williams on the ground at all?—Yes, he was on the ground two or three times. He lost a lot of time over it, and he used to say, "What is the good of starting?"

118. Did Williams do any actual work on the place at all?—I think about three days.

119. There is a statement here that you paid for some stores?—I did not.

120. Then, if the storekeeper says that you paid for the stores in cash yourself, you say that is incorrect?—Yes. I paid Bethune, but I was then on other work. That had nothing to do with this work.

121. Then, if the storekeeper says it was during the time you were falling this bush it is incorrect?—It would be incorrect.

122. You say that you were paid by cheque?—I stated that I was paid by cheque.

123. There is a document here in Mr. Walsh's evidence which states, "Settlement for contract for bushfalling,—Will you take £21 cash and I will pay all store accounts?—Answer (J. Sherwood): Yes?"—I do not quite understand.

124. *The Chairman.*] Are you quite sure, Mr. Sherwood, that the amount you received was £21?—The amount that I received for the contract was £21 8s.—that is, taking into consideration the little things I left behind and which were allowed for.

125. And was that paid by cheque?—No. Part by cheque. I think there was £10 8s. by cheque and there was £11 in notes.

126. *Mr. Symes.*] Did you know this man who interviewed you?—No.

127. Did he tell you why it was he wanted to interview you?—Not at first. He told me afterwards.

128. How did he approach you?—I was standing looking out from a publichouse door, and he came and asked me, "Is your name Sherwood?" I said "Yes." Then he said, "Were you

falling bush for Walsh"? I said "Yes." Then he said, "How were you paid"? (this is as near as I can remember). I said, "He gave me £25." He said, "Is that the way he paid you"? "Yes," I said, "I think I got about a shilling an hour." He then said, "Come into the room here." He sent for two glasses and we had a glass together, and what he put down I do not know.

129. Did it not occur to you that it was an unusual thing for a gentleman to ask you these questions?—No. I am not accustomed to this sort of thing.

130. But you did think it was an unusual thing?—Yes.

131. Though you did not resent it in any way?—No, not at all.

132. Did it occur to you it was an unusual thing his asking you to go in and have a drink?—Not at the time.

133. And he was a stranger to you?—Yes.

134. You thought he was a right good fellow?—Yes.

135. You said that you were dealing at Parrot's store?—Yes.

136. Where is Parrot's store?—At Rahiti Store, I think, near the creamery.

137. You were not working at Mangamingi?—Not on anything connected with this contract.

138. You are quite positive that you did not tell this gentleman, who asked you to have the drink, that you were working for wages?—I am quite positive.

139. And did you ever suggest to him that the money was paid by cheque drawn on the Bank of New Zealand, at Eltham—that Mr. Walsh had given you a cheque drawn on the Bank of New Zealand at Eltham?—Yes, I said I had a cheque drawn on the Bank of New Zealand.

140. Suppose Mr. Walsh says that he never had an account at the Bank of New Zealand at Eltham?—I think it was the Bank of New Zealand. I may be mistaken.

141. And if Mr. Walsh says he never had a banking account in Eltham?—The cheque was drawn on a bank at Eltham.

142. Are you quite sure that you did not tell this gentleman with whom you were drinking that you were compelled to take young Walsh into the contract?—I am quite satisfied I never mentioned such a thing.

143. Now, I suppose when you told him you were getting this shilling an hour, you made that up in your mind. You said to yourself, "Well, now, I have had three weeks' loafing over there, and if there is to be a rebate I will make it up at a shilling an hour, so that there is a chance of getting the shilling an hour. Is that it?—I never thought of it that way at all. I simply went by the amount paid for the time I was there.

144. A good deal has been made about your going to see Mr. Walsh. You went to see Mr. Walsh, I suppose, after you went back from Hawera?—Yes.

145. It occurred to you that you had made a mistake, and you decided to go and see Mr. Walsh about it?—Yes.

146. Did this gentleman tell you what his name was, by the by?—No.

147. Did he tell you where he came from?—He told me he was going to New Plymouth.

148. Did he say that he had been sent by any one?—No; he said he was on Government business.

149. Did it occur to you that the Government had anything to do with the contract?—I did not give the matter a thought. I just answered the man.

150. You were not at all particular as to how he did ask the questions?—No, I was not. I answered the questions. He may have taken me on the hop.

151. Had you had more than that one glass that morning that you had with this gentleman—was that the first one you had that day?—That was at 3 o'clock in the afternoon.

152. You had had some drinks?—Yes.

153. *Mr. Witty.*] You say there were three of you supposed to be in this contract, and that whilst you were away you were not supposed to be paid—that you were supposed to be paid for the time you were working only?—That was between ourselves.

154. Between the three men?—Yes.

155. Very well, then; a short time ago you stated that Williams was only there three days. Therefore his share would be very small?—Yes; but you have to take the time we were loafing into consideration.

156. *Mr. EU.*] If Mr. Walsh says that you and Williams were getting stores together in your own name from the store—is that correct?—In Williams's name?

157. Yes?—Yes; that is correct.

158. How did these stores come? Did you give an order for them yourself?—Williams had a brake, and he went to this store, put them in his brake, and carted them out.

159. Then, as to the other lots of stores—you got other lots of stores?—Well, they used to come in small lots, and young Walsh, who went home on Sunday, used to bring them out on the Monday morning. The store was about half-way.

160. *Mr. Symes.*] There is just one point I would like to clear up, as to where you were working. You say it is in the Turakina Valley. Is it not the Whenuakura Valley?—Yes, that is it; the Whenuakura Valley.

161. *Mr. EU.*] How long was young Walsh working with you? Was he with you the whole of the time?—Yes, all the time.

162. And during the time that you were there Williams did not work at all?—Not while I was on the ground.

163. You never saw him working there?—No, I never saw him working.

*Approximate Cost of Paper.*—Preparation, not given; printing (1,425 copies) £8 1s.

By Authority: JOHN MACKAY, Government Printer, Wellington.—1904.

*Price 6d.]*

3—I. 5B.

