

1905.
NEW ZEALAND.

CHARGES AGAINST CHRISTCHURCH POST-OFFICE OFFICIALS

(REPORT OF INQUIRY *RE*).

Presented to both Houses of the General Assembly by Command of His Excellency.

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Voucher payable to "Captain R. J. S. Seddon," amount between £70 and £80, to best of his memory	15
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Affidavit given conditionally; he did not know for what purpose it was to be used	15
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Had signed affidavits merely to oblige Mr. Willis	15
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Nothing else peculiar about voucher	15
Politics not much discussed in office	15
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Within first six months of year, 1904	15
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To the best of his belief voucher genuine, payable to Captain R. J. S. Seddon	15
Signature on it	15
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In ignorance of Mr. Willis's connection with Mr. Fisher	16
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Doubted confusion between two vouchers	16
Motive of making affidavit was to prove he was certain he had made no mistake	16
Title "Captain" thought unnecessary	17
Had never had any communications with Messrs. Taylor and Fisher	17
Did not discuss matter with Mr. Willis on journey to Wellington; kept aloof from subject	17
Saw Messrs. Taylor and Fisher in Wellington streets accidentally; merely told them time of inquiry	17
Mr. Fisher introduced them to Auditor-General	17
Had never looked up record-books of Post-office to verify his statement	17
Had not assisted Mr. Willis in his search, and did not know he had made it	17
Mr. Willis was the "leading star"	17
Saw now he had done wrong, but did not then	17
Thought there was no harm in giving information to members of the House	17
Members' visit to him a "surprise" one, he had spoken on spur of the moment, and been influenced by the presence of Mr. Willis	17
Not all agreed upon facts or affidavits	17
Naturally had read papers from day to day <i>re</i> the incident, but had no political feelings in the matter	17
If outsider had asked for information, would merely have offered to go into witness-box	17
Telegram brought to him when he was in a hurry to go to lunch, given his consent then	17
No idea it was to be made public	17
Considered M.H.R. entitled to information—had a right to demand it	17
First false step taken, subsequent action all necessary to back it up	17
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Clerk in Post Office, seven years' service	17
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Consented to telegram across telephone, without stopping to consider matter, did not strike him as mischievous	17
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Had seen no wrong in sending telegram	18
Salary, £130 a year	18
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Believed one in which information was imparted dealt with politics generally, &c.	19
Mr. Fisher asked for further information	19
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Knew Mr. Fisher's sympathies were with Mr. Taylor in Seddon-Taylor action	19
Would swear he had had no idea of assisting Mr. Taylor in this case by imparting information then	19
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Witness reprimanded for this	19
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Witness said: "This is probably voucher you refer to," &c.	19
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He thought voucher quoted too late for Seddon voucher; had merely given its number, as it corresponded with amount and date supplied by Mr. Fisher	19
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First Mr. Fisher asked for information <i>re</i> any payments, then <i>re</i> a particular payment	20
Witness had objected to Mr. Fisher apologising	20
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Witness had spoken to Mr. Fisher on morning of his return—just outside Post-office	20
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COMMISSION.

PLUNKET, Governor.

To all to whom these presents shall come, and to Charles Cargill Kettle, Esquire, a District Judge, Joseph William Poynton, Esquire, Public Trustee, and Herbert Samuel Wardell, Esquire, late Stipendiary Magistrate: Greeting.

WHEREAS under the provisions of "The Civil Service Act, 1866," "The Post Office Act, 1900," the respective amendments thereof, and respective regulations thereunder, certain Post-officers employed in the Chief Post-office at Christchurch—to wit, Joseph Willis, William John Larcombe, Thomas Walter West, and David Hobson Lundon—have been accused of certain breaches of duty, the accusations against each such officer being set out in a letter to him from the Secretary of the Post and Telegraph Department, a copy of which letter appears in the schedule hereto: And whereas each of the said officers has denied the truth of the accusations made against him, but the Governor nevertheless thinks that sufficient cause has been shown for further proceedings:

Now, therefore, in exercise of the powers conferred upon me by "The Civil Service Act Amendment Act, 1871," and of all other powers and authorities enabling me in this behalf, I, William Lee, Baron Plunket, the Governor of the Colony of New Zealand, do hereby refer the matter of the said accusations to you,

CHARLES CARGILL KETTLE, Esquire,
JOSEPH WILLIAM POYNTON, Esquire, and
HERBERT SAMUEL WARDELL, Esquire,

to inquire as to the truth of the said accusations in the case of each of the said officers, and you are hereby authorised to sit and act at Christchurch and at Wellington, or at either of these places, as you may think fit, to hear, receive, and examine evidence.

Given under the hand of His Excellency the Governor at Wellington
this twenty-ninth day of September, one thousand nine hundred
and five.

J. G. WARD.

SCHEDULE.

CHARGES AGAINST JOSEPH WILLIS.

To Joseph Willis, Post Officer, Christchurch.

PURSUANT to the provisions of section 26 of "The Civil Service Act, 1866," you are hereby charged with breach of duty in that, contrary to the regulations in that behalf and your Post Officer's Declaration, you, in or about the month of July, 1905, at Christchurch, at the request of Mr. F. M. B. Fisher, M.H.R., searched the records of Treasury vouchers in the Christchurch Post-office, and from that record gave him the number and amount of a certain voucher—to wit, Voucher No. 15819, for £76 4s. 9d—and also that, in or about the month of July, 1905, at Christchurch, you informed the said F. M. B. Fisher that a voucher for an amount exceeding £70 had passed through the Post-office at Christchurch payable to R. J. S. Seddon for reorganizing the Defence Stores; and also that, on or about the 4th day of August, 1905, at Christchurch, you made and delivered to the said F. M. B. Fisher, an affidavit that some time during the year 1904 you, as a clerk employed in the Christchurch Post-office, saw a voucher for an amount exceeding £70 made out in favour of R. J. S. Seddon for the reorganization of Defence Stores at Wellington; and also that on or about the same date you made a duplicate original of the said affidavit and gave it to Mr. T. E. Taylor, M.H.R.

You are also charged with a further breach of duty in sending, conjointly with Messrs. William John Larcombe, Thomas Walter West, and David Hobson London, in or about the month of August, 1905, the following telegram to Mr. T. E. Taylor, M.H.R.: "We are confident unrestricted public inquiry will establish charge. Hope you will press your motion."

You are required to state in writing whether you deny the truth of the foregoing charges, and to deliver to the Chief Postmaster at Christchurch any written defence you desire to make on or before the 13th September instant.

Dated at Wellington, this 8th day of September, 1905.

W. GRAY,

Secretary, Post and Telegraph Department.

To Joseph Willis, Post Officer, Christchurch.

SIR,—In addition to the charges made against you in my memorandum of the 8th instant, you are hereby further charged with breach of your duty in that, in or about the month of December, 1904, whilst discussing with Mr. F. M. B. Fisher at Christchurch a case then pending in the Supreme Court, you informed him that to your knowledge as Post officer, Captain Seddon had received a payment to which he was not entitled, meaning thereby the alleged payment of over £70 for reorganizing Defence Stores, to which the voucher referred to in the first-mentioned charges is alleged to relate.

This further charge is made under section 26 of "The Civil Service Act, 1866." You are required to state in writing whether you deny its truth, and to deliver to the Chief Postmaster at Christchurch, on or before the 18th instant, any written defence you desire to make.

Dated at Wellington, this 15th day of September, 1905.

W. GRAY,

Secretary, Post and Telegraph Department.

CHARGES AGAINST WILLIAM JOHN LARCOMBE.

To William John Larcombe, Post Officer, Christchurch.

PURSUANT to the provisions of section 26 of "The Civil Service Act, 1866," you are hereby charged with breach of duty in that, contrary to the regulations in that behalf and your Post Officer's Declaration, you, on or about the 31st July, 1905, at Christchurch, informed Mr. F. M. B. Fisher, M.H.R., and some time prior thereto informed another person that a voucher for an amount exceeding £70 had passed through the Post-office at Christchurch payable to R. J. S. Seddon for reorganizing the Defence Stores; and also that on or about the 4th day of August, 1905, at Christchurch, you made and delivered to the said F. M. B. Fisher an affidavit that some time during the year 1904 you, as a clerk employed in the office of the Chief Postmaster at Christchurch, saw the voucher above referred to; and also that on or about the same date you made a duplicate original of the said affidavit and gave it to Mr. T. E. Taylor, M.H.R.

You are also charged with a further breach of duty in sending, conjointly with Messrs. Thomas Walter West, Joseph Willis, and David Hobson London, in or about the month of August, 1905, the following telegram to Mr. T. E. Taylor, M.H.R.: "We are confident unrestricted public inquiry will establish charge. Hope you will press your motion."

You are required to state in writing whether you deny the truth of the foregoing charges, and to deliver to the Chief Postmaster at Christchurch any written defence you desire to make on or before the 13th instant.

Dated at Wellington, this 8th day of September, 1905.

W. GRAY,

Secretary, Post and Telegraph Department.

CHARGES AGAINST THOMAS WALTER WEST.

To Thomas Walter West, Post Officer, Christchurch.

PURSUANT to the provisions of section 26 of "The Civil Service Act, 1866," you are hereby charged with breach of duty in that, contrary to the regulations in

that behalf and your Post Officer's Declaration, you, on or about the 31st July, 1905, at Christchurch, informed Mr. F. M. B. Fisher, M.H.R., that a voucher for an amount exceeding £70 had passed through the Post-office at Christchurch payable to R. J. S. Seddon for reorganizing the Defence Stores; and also that on or about the 4th day of August, 1905, at Christchurch, you made and delivered to the said F. M. B. Fisher an affidavit that some time during the year 1904 you, as a clerk employed in the office of the Chief Postmaster at Christchurch, saw the voucher above referred to; and also that on or about the same date you made a duplicate original of the said affidavit and gave it to Mr. T. E. Taylor, M.H.R.

You are also charged with a further breach of duty in sending, conjointly with Messrs. William John Larcombe, Joseph Willis, and David Hobson London, in or about the month of August, 1905, the following telegram to Mr. T. E. Taylor, M.H.R.: "We are confident unrestricted public inquiry will establish charge. Hope you will press your motion."

You are required to state in writing whether you deny the truth of the foregoing charges, and to deliver to the Chief Postmaster at Christchurch any written defence you desire to make on or before the 13th September instant.

Dated at Wellington, this 8th day of September, 1905.

W. GRAY,

Secretary, Post and Telegraph Department.

CHARGE AGAINST DAVID HOBSON LONDON.

To David Hobson London, Post Officer, Christchurch.

PURSUANT to the provisions of section 26 of "The Civil Service Act, 1866," you are hereby charged with breach of duty in that, contrary to the regulations in that behalf, you, in or about the month of August, 1905, joined with Messrs. William John Larcombe, Thomas Walter West, and Joseph Willis, in sending to Mr. T. E. Taylor, M.H.R., the following telegram: "We are confident unrestricted public inquiry will establish charge. Hope you will press your motion."

You are required to state in writing whether you deny the truth of the foregoing charge, and to forward to the Chief Postmaster at Christchurch any written defence you desire to make on or before the 13th instant.

Dated at Wellington, this 8th day of September, 1905.

W. GRAY,

Secretary Post and Telegraph Department.

REPORT.

To His Excellency the Right Honourable William Lee, Baron Plunket, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Knight Commander of the Royal Victorian Order, Governor and Commander-in-Chief in and over His Majesty's Colony of New Zealand and its Dependencies.

MAY IT PLEASE YOUR EXCELLENCY,—

1. On receipt of the Warrant (hereto annexed) we, in pursuance of Regulation No. 24 of the Civil Service Regulations, published in the *New Zealand Gazette* No. 5, of the 23rd January, 1873, appointed Tuesday, the 10th day of October, 1905, at 11 o'clock in the forenoon, as the time, and the Board-room in the Government Buildings at Christchurch as the place, of our sittings, and due notice thereof in writing was given to the officers named in the said Warrant.

2. The said officers attended at the place and time aforesaid. Mr. Joynt appeared as counsel for Messrs. Larcombe, West, and London; Mr. Willis was not represented by counsel; and Mr. Stringer appeared as counsel for the Post and Telegraph Department.

3. We continued the inquiry on the 11th, 12th, 13th, and 14th days of October, 1905.

4. During the inquiry the accused persons and Messrs. Fisher, Rose, and Morris were examined on oath.

5. The notes of evidence taken during the inquiry, and the regulations, declarations, papers, and documents therein referred to, and the written answers of the said officers to the charges set forth in the schedule to the said Warrant, are forwarded herewith.

6. Having heard and considered the evidence, we have the honour to report as follows :—

CHARGES AGAINST JOSEPH WILLIS.

We find as follows :—

(a.) That the accused Willis committed a grave breach of Regulation No. 44 of the Post and Telegraph Regulations, which reads,—

“No information may be given respecting letters, &c., which pass through a post-office, except to the persons to whom they are addressed. No officer may make public any official communication which he may receive, unless he shall be directed to do so, nor may he make known information which he may obtain by means of his office ”—

in that he, shortly before the 28th July, 1905, wrote to Mr. Fisher, M.H.R., at Wellington, as follows—

“If you are right in the amount given you, I believe that voucher was No. 15819, of the 14th June, 1904, and was for £76 4s. 9d. It was charged against the Defence vote, and the particulars on the voucher stated that it was for ‘reorganizing the Defence Stores, Wellington.’ You might be able to obtain further particulars from somebody in the Paymaster-General’s office, but I do not see that you need any ”—

giving him the number and amount of a voucher, to wit, Voucher No. 15819, for £76 4s. 9d., which had passed through the post-office at Christchurch.

(b.) That the accused committed a further grave breach of the said regulation in that during the month of July, 1905, and prior to the last-mentioned breach of duty, in the course of a conversation with the said Mr. Fisher, who was then a member of the House of Representatives, he informed the said Mr. Fisher that an amount exceeding £70 had been paid through the post-office at Christchurch to Captain Seddon for reorganizing the Defence Stores at Wellington, and that a voucher in favour of the said Captain Seddon for the amount so paid had passed through the post-office at Christchurch during the year 1904.

(c.) That the accused committed a further grave breach of the said regulation in that on the 4th August, 1905, he made and caused to be delivered to the said Mr. Fisher the following affidavit as to the existence of the said alleged voucher to Captain Seddon :—

“I, Joseph Willis, of the City of Christchurch, in New Zealand, a clerk in the General Post Office, make oath and say as follows :—

“1. That I am a clerk employed in the Chief Clerk’s office in the General Post Office, at Christchurch.

“2. That some time during the year 1904 I saw a voucher made out in favour of R. J. S. Seddon, for the reorganization of the Defence Stores at Wellington.

“3. That such voucher was for an amount exceeding £70.

“4. That the said voucher was shown to me by William John Larcombe, a clerk employed in the Chief Clerk’s room in the post-office at Christchurch.

“5. I distinctly remember that the amount of such voucher was charged against the Defence vote, but which part of such vote I cannot remember.

“6. That at the time such voucher was shown to me by the said William John Larcombe we both remarked on the fact of such voucher being made payable at Christchurch.

“J. WILLIS.

"Sworn at Christchurch, this 4th day of August, 1905, before me—C. E. Salter, a Solicitor of the Supreme Court of New Zealand."

(d.) That the accused committed a further grave breach of the said regulation in that, on or about the 4th August, 1905, he gave a copy or duplicate of the said affidavit to Mr. T. E. Taylor, a member of the House of Representatives.

General Remarks on Charges against Joseph Willis.

Mr. Willis admitted that he committed breaches of the said Regulation No. 44 in giving Mr. Fisher the information as stated in the foregoing paragraphs (a), (b), and (c), but urged that when he did so he was ignorant of the said Regulation No. 44, and did not know that he was committing a breach thereof. We would point out, however, that when Mr. Willis joined the service he signed the following memo. written on a copy of the said regulations, viz.:—

"I have carefully read these rules, and understand them, and will use my best endeavours to give effect to them."

Mr. Willis also urged that he honestly believed that an improper payment had been made to the said Captain Seddon, in that the said Captain Seddon was not, in his opinion, competent to perform the service, and that he, as a private citizen acting in the public interest, was therefore justified in informing Mr. Fisher of such payment, as he (Fisher) was a member of Parliament and "trustee for the people." In our opinion Mr. Willis, knowing that Mr. Fisher intended to adversely criticize in Parliament the administration of the Government, deliberately gave Mr. Fisher information as to the existence of the said alleged voucher and payment in order that Mr. Fisher might so adversely criticize the action of the Government in authorising and making the said alleged payment.

Mr. Willis admitted during the inquiry that Voucher No. 15819 was not in favour of Captain Seddon, but was a voucher in favour of Andersons (Limited), of Lichfield Street, Christchurch, and was receipted by one Richard Sneddon, authorised agent for the said Andersons (Limited).

With regard to the charge made against Mr. Willis—viz., that he did in the month of December, 1904, whilst discussing with the said Mr. Fisher (who was not then a member of the House of Representatives) a case then pending in the Supreme Court at Christchurch, inform the said Mr. Fisher that to his knowledge as a post-officer Captain Seddon had received a payment to which he was not entitled—the evidence produced by the complainant did not support the charge.

Mr. Willis was also charged with sending, conjointly with Messrs. Larcombe, West, and Lundon, the following telegram to Mr. T. E. Taylor, M.H.R., during the sitting of Parliament in August last:—

"To Mr. T. E. Taylor, M.H.R.—We are confident unrestricted public inquiry will establish charge. Hope you will press your motion."

The evidence disclosed that on the 31st August last Mr. Willis wrote out and sent the said telegram as aforesaid. He signed it "Willis, Larcombe, West, and Lundon." Messrs. Larcombe, West, and Lundon admitted that Mr. Willis informed them that he intended to send a telegram to Mr. Taylor, M.H.R., urging him to press for a public inquiry into the existence of the said alleged voucher in favour of Captain Seddon, and they assented.

We doubt whether the sending of the telegram constituted a breach of the Regulation No. 44, which was the only regulation relied on.

With regard to the fidelity declaration (Exhibit A) made by Mr. Willis when he entered the service, we are inclined to the opinion that a breach thereof has not been established. Having regard to the wording of the declaration, we doubt whether Mr. Willis's conduct amounts to a violation of the promise made by him in such declaration, and we therefore give him the benefit of such doubt.

The evidence disclosed that the accused Willis was, throughout, the prime mover in the matters complained of. He went with Messrs. Fisher and Taylor, M.H.R.'s, to the private houses of Messrs. Larcombe and West for the purpose of inducing these officers to corroborate his prior statements to Messrs. Fisher and Taylor as to the existence of the alleged voucher. He was most active in

the preparation of the affidavits which were procured at the suggestion of Messrs. Fisher and Taylor, who, or one of whom, employed a solicitor (Mr. Salter) to prepare the said affidavits. Mr. Willis took the other officers with him to Mr. Salter's office when the affidavits were drawn up and sworn, and he suggested, wrote out, and sent the telegram to Mr. Taylor. We venture to express the opinion that Mr. Willis's offences are much more serious than those of the other officers.

We would further direct Your Excellency's attention to Mr. Willis's evidence at page 21 of the notes of evidence, where he admitted that he had given Mr. Fisher, M.H.R., "some other information regarding office matters" unconnected with the charges which we have investigated. Mr. Willis, when asked, declined to give us the particulars of such information.

CHARGES AGAINST WILLIAM JOHN LARCOMBE.

We find as follows:—

(a.) The accused committed a breach of Regulation No. 44 aforesaid in that he, some time in 1904, informed his wife that he had seen a voucher, in favour of Captain Seddon, for £70 for reorganizing the Defence Stores at Wellington, in the post-office at Christchurch aforesaid.

(b.) That the accused committed a further breach of the said regulation in that he, on or about the 31st July, 1905, at Christchurch, informed Messrs. Fisher and Taylor, M.H.R.s, that he had seen the said alleged voucher in favour of Captain Seddon in the said post-office.

(c.) That the accused committed a further breach of the said regulation in that he, on the 4th August, 1905, made and caused to be delivered to the said Mr. Fisher the following affidavit relating to the existence of the said voucher:—

"I, William John Larcombe, of the City of Christchurch, in New Zealand, a clerk in the General Post Office at Christchurch, make oath and say as follows:—

"1. That I am a clerk employed in the General Post Office, at Christchurch.

"2. That, at some date in the year 1904, there passed through my hands a voucher made out in favour of R. J. S. Seddon, for the reorganization of the Defence Stores at Wellington.

"3. That such voucher was for an amount exceeding £70.

"4. That I showed the said voucher to Joseph Willis, a clerk in the Chief Clerk's Room at the Christchurch Post-office.

"5. The amount of such voucher was charged against the Defence vote, but I cannot remember which part of such vote.

"6. That at the time I showed the said voucher to the said Joseph Willis, we both remarked on the fact of such voucher being made payable at Christchurch.

"W. J. LARCOMBE.

"Sworn at Christchurch, this 4th day of August, 1905, before me—C. E. Salter, a solicitor of the Supreme Court of New Zealand."

(d.) That the accused committed a further breach of the said regulation in that he, on or about the said last-mentioned date, caused a copy or duplicate of the said affidavit to be delivered to the said Mr. Taylor.

General Remarks on Charges against the said William John Larcombe.

We are of opinion that, in giving information to his wife as to the said alleged voucher, the accused acted "unwittingly" (see his written answer to charges), and without the intention that it should be made public; also, that, in giving information to Messrs. Fisher and Taylor as to the said alleged voucher, in making and delivering the said affidavits, and in assenting to the sending of a telegram to Mr. Taylor, the accused was influenced by the accused Willis. We desire to point out that information as to the existence of the alleged voucher in favour of Captain Seddon had previously been given by the accused Willis to Messrs. Fisher and Taylor.

CHARGES AGAINST THOMAS WALTER WEST.

We find as follows :—

(a.) That the accused committed a breach of the said Regulation No. 44, in that he, on or about the 31st July, 1905, at Christchurch, informed Messrs. Fisher and Taylor that a voucher for an amount exceeding £70, payable to Captain Seddon for reorganizing the Defence Stores at Wellington, had passed through the post-office at Christchurch.

(b.) That the accused committed a further breach of the said regulation in that he, on the 4th day of August, 1905, at Christchurch, made and caused to be delivered to Mr. Fisher, M.H.R., the following affidavit as to the existence of the said voucher :—

“I, Thomas Walter West, of the City of Christchurch, in New Zealand, a clerk in the General Post Office, make oath and say as follows :—

“1. That I am a clerk employed in the office of the Chief Postmaster at Christchurch.

“2. That some time during the year 1904, I saw a voucher made out in favour of R. J. S. Seddon, for the reorganization of Defence Stores.

“3. That such voucher was for an amount exceeding £70.

“T. W. WEST.

“Sworn at Christchurch, this 4th day of August, 1904, before me—
C. E. Salter, a solicitor of the Supreme Court of New Zealand.”

(c.) That the accused committed a further breach of the said regulation in that he, on or about the said 4th day of August, caused a copy or duplicate of the said affidavit to be delivered to Mr. Taylor, M.H.R.

General remarks on Charges against T. W. West.

We refer Your Excellency to our general remarks in the case of W. J. Larcombe, which are in the main applicable to the charges against Mr. West.

CHARGE AGAINST DAVID HOBSON LONDON.

We find that Mr. London, on or about 31st August, 1905, at the accused Mr. Willis's suggestion, assented to Mr. Willis sending a telegram to Mr. Taylor urging him to press his (Mr. Taylor's) said motion, but the accused did not know the wording of the telegram, and, as already stated, we do not think his conduct amounted to a breach of the said regulation or fidelity declaration.

SUGGESTIONS.

We have the honour to add the following remarks (see Regulation 29, Civil Service Regulations) :—

We suggest—

1. That the forms of fidelity declaration now in use in the Post and Telegraph Department require amendment. They may have been considered sufficient in former times, when the duties of an employee in the Post Office related only to letters, postal packets and telegrams, &c., but with the increase in the number of duties discharged by Post Office officials in recent years, the declarations now in use are not, in our opinion, comprehensive enough. It is, in our opinion, all-important that every possible precaution should be taken by the Government to insure the utmost secrecy in the post and telegraph offices in the colony, and that officers in those Departments who wrongfully divulge any knowledge or information which they gain or become possessed of officially should be severely punished.

2. That a fidelity declaration be made by every public servant when he enters the service, or at any future date when called upon to make same.

3. From the evidence before us we are inclined to the belief that the General Regulations of the Civil Service are not known to the Post Office officials; this should not be. It is highly desirable that every one in the public service of the colony should be familiar with the general regulations of such service.

4. From the evidence given before us, we are convinced that some officers of the public service are of opinion that all members of Parliament are entitled to obtain from the officers of any Government Department information which would not be given to ordinary individuals. This impression should, in our opinion, be at once removed, and regulations made setting forth how, from whom, and under what conditions members of Parliament desiring to procure information from Departments of the State may obtain the same.

As witness our hands, at Wellington, this 18th day of October, 1905.

H. S. WARDELL,
Chairman.

CHAS. KETTLE.

J. W. POYNTON.

MINUTES OF EVIDENCE.

TUESDAY, 10TH OCTOBER, 1905.

The Chairman read the authority from His Excellency the Governor under which the Board were sitting.

Charges against Joseph Willis read.

All the documents (copies of letters, telegrams, newspaper-clippings, &c.) relating to the present charges, which had been placed in the hands of the Board, were handed to Mr. Willis, with the explanation that these were open to him equally with the Board.

After some discussion it was decided that the Press should be excluded, on the grounds that the inquiry was merely a departmental and private one, and as such the Board were not able to open it to the Press except with the direct authorisation of the Governor so to do. The inquiry was simply into the question of whether or not certain breaches of the regulations had been committed by certain persons, by giving information to outsiders *re* a Treasury voucher, which information had been obtained in the performance of their duties in the Post and Telegraph Department by these persons so charged. The inquiry had nothing whatever to do with the existence or non-existence of the voucher itself, and that point could not be gone into, although, for the purpose of argument merely, it might be necessary to assume the existence of such a voucher. The Board were willing to assume in Mr. Willis's favour that he believed the voucher did exist, but whether or not this belief was a correct one was beyond the scope of the inquiry. The question was simply this: Assuming the voucher to exist, was Mr. Willis justified in speaking about it to a person or persons outside the Post and Telegraph Department for any purpose whatsoever, or had he thereby committed a breach of the regulations laid down for the guidance of the Post Office officials, and of the declaration of true and faithful service made by Mr. Willis when entering the Department? The constitution of the present Board was in accordance with the Act of 1871; it was simply a "Court of Inquiry": Mr. Willis was the defendant, and the onus of proof rested on the Post Office Department.

The six charges preferred against Mr. Willis were then read to him separately. He admitted having done all the acts and things mentioned in the first five charges, but denied that such acts constituted breaches of duty. The sixth charge he denied, and, as it was necessary (in order to substantiate this charge) that the sworn evidence of Mr. F. M. B. Fisher, M.H.R.—now in Wellington—should be heard, the Postal Department agreed to let this charge stand over for the present, and deal with the first five.

THOMAS ROSE, representing the Post and Telegraph Department, sworn.

Witness produced declaration signed by Mr. Willis (Exhibit A).

Witness: Before any officer was employed in the Post Office he was required to make a statutory declaration, before a Magistrate or other authorised person, that he would be true and faithful to the trust committed to him. The part he (Mr. Rose) wished to quote particularly was the first part, "I do solemnly and sincerely declare that I will be true and faithful in the execution of the trust committed to my charge." At the time Mr. Willis signed this declaration he was a cadet, afterwards he was a clerk, with various duties assigned to him from time to time. In addition to this declaration, every officer was required to read the rules and regulations provided by the Department for the guidance of officers in the performance of their duties. He produced these regulations (Exhibits B, C, and D). Exhibit B was Rule 1, Exhibit C was Rule 44, Exhibit D was a certificate of having read the rules, all of which were signed by Mr. Willis (Mr. Willis admitted his signature to these). These were all the regulations on which he (Mr. Rose) relied, and he laid greatest weight on the latter part of Rule 44 with regard to making known information which a clerk might obtain by means of his office. It was submitted that Mr. Willis, having in the performance of his duties become possessed of certain information, had made use of that infor-

mation by giving it to a person unconnected with the Post Office for some purpose or other, and thereby committed a very grave and deliberate breach of his declaration and of the Post and Telegraph Rules. Breach of the Post Office Regulations covered the whole of the charges preferred against Mr. Willis, and the charges were limited to the regulations specified and the declaration. The Post Office Regulations practically embodied the Civil Service Regulations.

Mr. Willis called attention to the fact that there was only a comma and not a full stop after the word "charge" in the declaration—a point which he considered should be noted, as the difference in punctuation constituted a difference in meaning. There was a comma after the word "charge," and the whole of the rest of the declaration refers, with one exception, to letters and postal packets. The exception referred to the Savings-Bank.

Mr. Rose (continuing, to *Mr. Willis*): In reference to the last part of Rule 44, he considered *Mr. Willis* had made the information public by supplying it to *Mr. Fisher*. The information related to the Treasury Department, but still came within the scope of *Mr. Willis's* duties as a Postal officer. The information may have come into *Mr. Willis's* hands accidentally: that did not justify him in making use of it. He knew of the manner in which *Mr. Willis* had become possessed of this information by his statements before the Auditor-General. He was guided to some extent by these statements. The charges preferred were not necessarily based on the evidence given before the Auditor-General; the information with regard to the breaking of the regulations was obtained from the affidavit which had been published to the world. *Mr. Willis* had been instrumental in publishing this affidavit by delivering it to *Mr. Fisher*. They (the Postal Department) were not, in the matter of these charges, considering the Auditor-General's examination at all.

Mr. Willis here contended that, if this were so, some of the charges would have to come out.

The Board contended that this was impossible, inasmuch as *Mr. Willis* had admitted them. It was of no possible consequence how or where the Department obtained the information enabling them to prefer these charges. The point was: Were the charges true or false. *Mr. Willis* had admitted certain facts, but denied that they constituted breaches of the regulations. *Mr. Rose* was there to prove that they were breaches of the regulations.

Mr. Rose (continuing, to *Mr. Willis*): He considered that by giving this information *Mr. Willis* had committed a grave breach both of the regulations and of the declaration. Other officials might have said there was no breach: he would set his opinion against theirs. In regard to the telegram, this was simply a confirmation of the previous charge. If the matter had been kept confidential, and not made public, the Department would have known nothing about it. The fact of the telegram coming before the world constituted a breach of the regulations; he did not know that sending a private telegram to a member of Parliament would be a breach of the regulations.

Some discussion here took place as to whether there was a rule in the Post Office Regulations prohibiting employees dealing with political matters, as was the case in the general Civil Service Regulations. Rule 22 in the latter referred to this matter, but there did not seem to be a corresponding rule in the postal regulations. The point was not covered by Rule 64, and it would hardly occur anywhere else.

Mr. Rose (continuing, to *Mr. Willis*): He did not know of any clear regulation which had been broken by the sending of this telegram; he certainly could not quote one. The telegram was obviously an offensive one, such as should not have been sent by officers employed in the Post Office; that was his opinion. He considered the sending of the telegram a breach of Regulation 44. Perhaps there was no specific regulation, but officers, according to the declaration, were to be "true and faithful" to their duty. He could not enter into the point of whether it was or was not a proper thing for the Department to suspend four men for over a month on a charge in relation to which there was no direct ruling. An officer would not necessarily be charged with a breach of the regulations for sending a telegram to a member of Parliament; that would depend on the nature of the telegram. The telegram might be one not liable to cause mischief, or the Department might know nothing about it. The reason for suspending the officers in this case was evidently that the telegram sent was such as to cause mischief. The question of the breach of the regulations depended upon the contents of the telegram, and the fact of its becoming public property. In regard to this particular telegram he would substitute the word "mischievous" for the word "offensive" as descriptive of its nature. He thought it was calculated to throw discredit upon those concerned in this voucher business: obviously that was the object of the telegram. Other than those quoted, there was no specific regulation bearing on these charges, but it was a well understood rule through the service that officers should not interfere in politics. He would not necessarily consider that an officer was guilty of a breach of the regulations if he sent a telegram to a member of the House of Representatives on a matter affecting his (the officer's) honour. Witness considered this would be a matter for consultation with the Minister, and that no particular rule could be laid down. He could not say whether or not the Minister considered this telegram mischievous or offensive: he did so himself. He knew nothing about the Seddon voucher: so far as *Mr. Willis* was concerned, at present it did not matter whether it existed or not. In any event, *Mr. Willis* had given information which he professed to have obtained through his office; true information, or false information, he could not say. Rule 44 says, "Nor may he make known information which he may obtain by means of his office."

At 12.45 p.m. the Board adjourned till 2 p.m. At 2 p.m. the inquiry was resumed.

Mr. Rose (continuing, to *Mr. Willis*): He knew that *Mr. Willis* had been sixteen years in the Department, and that his record had been a good one. He was not aware of the fact that there were men in the Department at the present time guilty of more serious breaches than those brought against *Mr. Willis*. He did not know of anything so bad as the charges against *Mr. Willis* ever having been preferred against any officer at present in the service. He considered that the breach *Mr. Willis* had committed was much more serious than a charge of, say, drunkenness, though not necessarily one of peculation. Probably there were officers in the Department at the present time

who had been guilty of drunkenness, but it was very unlikely there were any who had been guilty of speculation. No matter what the occasion, he would certainly consider it a breach of Regulation 44 for a Post Office official to give information in the manner Mr. Willis did. The seriousness of the offence was not, in his opinion, dependent upon the fact that it related to the present Government. He considered there was no possible excuse for the giving of information in this deliberate manner. If an officer considered himself bound, in the interests of the colony, to give certain information, he should do it through the proper channel—through his superior officer. He (witness) considered Mr. McBeth a competent man to handle a case of this kind. Giving the information to Mr. McBeth would have relieved Mr. Willis of the responsibility. If he (witness) had handled a voucher he considered improper, he would not have dealt with it in the manner Mr. Willis had. He had seen the evidence given before the Auditor-General, and still considered Mr. McBeth a competent person to deal with such a matter as this. The proper thing to do was to apply first to Mr. McBeth, and then, if he did not do what was expected, to write to the officer over his head. He (witness) could not say what would have happened to an officer taking such a course—nothing probably if the charge was justified. He knew that Mr. Willis did not “run” with the information immediately he had it: that was where he was wrong—he should have done it at the time. The declaration signed by Mr. Willis was probably signed on his entry into the Department; it ought to have been. Probably the same declaration had been in use since the Department was a Post Office; it was in the Act of 1866. At the time the declaration was compiled it probably related to postal packets and the Savings-bank, and other things; the first paragraph of the declaration was a general one. He had not seen any other telegram sent by a clerk to a member. Whether or not a breach of the regulations had been committed by the sending of this other telegram would depend on what the telegram was and how it was used. As to these points there might be differences of opinion.

The Board contended here that the commission, or alleged commission of other breaches of the regulations, could not be urged as a plea of justification for Mr. Willis's alleged breach of the regulations, unless he had thereby been himself led into error. If it could not be shown that Mr. Willis had broken any specific regulation, then it became a question for consideration as to whether or not recourse should be made to the general relation between master and servant. In this instance they would take Mr. Willis as the servant and the Postmaster-General as the master.

Mr. Rose (to the Board): The word “charge” in Mr. Willis's telegram he took to mean the charge Mr. Willis made—or rather the charge Mr. Fisher made on the information given him by Mr. Willis. During the sitting of Parliament, Mr. Fisher made the charge of a wrongful payment to Captain Seddon. The words “hope you will press your motion” supposedly referred to the public inquiry before the House.

Mr. Rose (to Mr. Willis): With regard to the question of the telegram being sent to Mr. Taylor for the purpose of getting an inquiry made such as would enable Mr. Willis and his colleagues to prove the truth of their statements: He (witness) supposed this was what was meant, he did not see that anything else could be meant. He assumed this was the object.

JOSEPH WILLIS SWORN.

In reference to the declaration, he would contend that it did not cover the alleged breach in the slightest. The first paragraph which it had been alleged he had infringed had no bearing on the matter at issue. There was a comma after the word “charge,” and he was supposed to be “true and faithful” in the execution of his “trust.” That trust was the handling generally of postal packets, which were clearly defined under the Act. They did not include Treasury vouchers. By no possibility could these come in. When this declaration was printed, the business of the Post Office was confined to postal matters, with the exception of the Savings-Bank. The information he had given related purely and solely to the Treasury, not to the postal packets, which were the things referred to in the clause Mr. Rose had quoted. In the regulation quoted, the clerk declared that he would not divulge information *re* postal packets, detain them or delay them, &c. He did not say he would not divulge matters in connection with the Treasury Department or anything of the sort. The first paragraph must be read in conjunction with the remainder of the clause, and the “trust” mentioned had nothing whatever to do with the general duties of a Post Office clerk, but related simply to his dealings with postal packets. Hence he contended that the declaration did not come into this question at all. A voucher was not a postal packet, transmissible by post, a telegram, nor anything else referred to in this declaration, which was therefore quite irrelevant. In reference to Regulation 44: he knew that ignorance was no justification, but he would like to place on record the fact that he was ignorant of this regulation, and that, therefore, if a breach had been committed, it was not done wilfully and knowingly. As a matter of fact, however, the regulation was more honoured in the breach than in the observance: men were continually breaking it. The last sentence of Regulation 44 was the only one that could apply, and he wished it to be clearly understood that he was ignorant of this portion of the regulation. He also wished it put on record that the source of his Department's information relating to these charges, was his (witness's) own evidence before the Auditor-General. The Auditor-General had more than once requested him to omit the statement, that he had searched the records of the Treasury vouchers, &c., but he had insisted on its going in, as he felt it was necessary for the public good, to save misapprehension with regard to the Anderson voucher. In reference to the point of making the information “public.” He had not made the information public: he had merely given it to a member of the House of Representatives as a trustee for the public. He contended that he deliberately gave this information to a member of the House of Representatives (Mr. Fisher), knowing that he might use it for political purposes. To charge No. 2 he had given a qualified admission. He did not know at the time that he was committing a breach of the Regulation 44, and he did not now admit that he had done so. He thought at the time he was

doing his duty, although now he would take a somewhat different course in the light of his present knowledge. So far as the sending of the telegram went, Mr. Rose had been unable to quote any regulation showing that Postal officers were prohibited from sending telegrams to members of Parliament.

The Chairman said that there was no bar to Mr. Willis sending a telegram to a member of Parliament every day of the week if he wished to do so; but there was a bar against his giving information from any political or personal motive. Sending the telegram did not constitute the impropriety, but rather the contents of the telegram.

Mr. Willis (continuing): The telegram related to this: that it was desirable Mr. Taylor should press his motion for a public inquiry, in order to clear the honour of himself and his colleagues. This had become involved through the Auditor-General's inquiry not establishing the existence of the voucher they had sworn to having seen. In conclusion, he would only repeat that he considered he was giving this information for the public good, and that he was not aware that he was committing a breach of any regulation by so doing. He would also call attention to the length of his service—sixteen years—and to the fact that his record had been a good one, as Mr. Rose had admitted. He would also like to point out that the alleged breach was merely a technical one. The fact that it referred indirectly to the Premier did not make the matter more serious, in his opinion, than if it referred to the commonest person in the land.

Mr. Willis (continuing, to the Chairman): The word "charge" in the telegram referred to the charge made by Mr. Fisher on information he and others had supplied to him.

(To the Board): So far as they were concerned, the "charge" had nothing to do with the Government. He knew that Mr. Fisher had made a charge against the Government, and that Mr. Taylor had moved for a public investigation, so that they (witness and his colleagues) might prove the truth of their statements. This telegram was to ask Mr. Taylor to press his motion for such an inquiry. Mr. Taylor came in as a representative of the four men involved. He himself had been one of Mr. Taylor's constituents; he was not sure that he was now in his district. He had been in the same Volunteer corps as Mr. Fisher. Mr. Fisher was captain, and witness lieutenant under him. When Mr. Fisher brought up this matter first he only asked for information. Later on the matter developed into a charge against the Government. He had seen the voucher between the 9th January, 1904, and the time of the Seddon-Taylor case in December, 1904. He became possessed of the information *re* the voucher through Mr. Larcombe's calling his attention to it. At the time he thought the voucher indicated a shady transaction—that there was something behind it, something that was not open and aboveboard. I thought the voucher perfectly right, but the wrong consisted in the fact that Captain Seddon was not competent to perform the service. Certainly he (witness) did not think the money had been wrongfully paid to Captain Seddon, apart from the question of his capacity to do the work. He thought this payment had been really made to Captain Seddon for work he had really done, but that he was not a proper person to employ for that work, because he was not competent. If he had not been the Premier's son he would not have been employed. In his opinion it was suspicious that the services were performed in Wellington and the payment made in Christchurch. Since that date he had seen other vouchers which he was quite satisfied were indefensible from a taxpayer's point of view, and some time after he had seen this Seddon voucher, when Mr. Fisher (who was a personal friend) had become a member of the House, he had supplied him with information in reference to the matter. He did not intend that Mr. Fisher should rely on that information, but gave it to him in order that he might trace the matter elsewhere. He had not thought for a moment that Mr. Fisher would act solely on the information he (Mr. Willis) had supplied him with; and he gave the information to Mr. Fisher, simply and deliberately, to put him "on the tracks," and to enable him to bring up the matter in Parliament as to whether Captain Seddon was a fit and proper person to reorganize the Defence Stores—not as to whether he had been paid the money. He could not say how the matter first cropped up in conversation. He knew that Mr. Fisher was an Independent Liberal, and therefore opposed to the present Administration; but he did not consider this fact. He was not one of Mr. Fisher's constituents, but simply an intimate friend. His object was not to enable Mr. Fisher to formulate charges against the Government. There was no necessity for Mr. Fisher to have brought this matter up in the House at all; he could have communicated with Mr. Seddon by letter. If he (witness) had seen a voucher for the salary of, say, Chief Postmaster, and came to the conclusion that this official was wholly incompetent to occupy the position, he (witness) might think that the best course was to act in the manner he had done. When he became an officer in the Post and Telegraph Department he did not give up all his rights as a citizen and as a taxpayer in this colony. He had a perfect right to demand an inquiry into the proper payments paid by a company of which he was a shareholder. As a private citizen he had a right to comment on payments made. He did not claim the right to attack any officer, or the Minister, or anybody else, through the information gained in the performance of his duties, but he did claim this right: that when he saw a large sum of money paid out of the public funds to a person he considered incompetent, he had a perfect right to supply information anent the matter to a member of Parliament, who was for the time being one of the public trustees. He had not been particularly anxious that the matter should be "ventilated" until Mr. Fisher had brought up the matter in the House. Then he was certainly anxious to support the charge that Captain Seddon was incompetent. He certainly thought himself able to judge of Captain Seddon's competency, and he thought 75 per cent. of the people of the colony would claim the like ability. He knew that Captain Seddon's name would appear on the estimates, and that members of Parliament were elected for the purpose of attending to these matters. He considered it his duty as a taxpayer to interfere in this matter. He was not talking about Captain Seddon's salary, merely about his ability to perform certain services. He had not been the first to communicate this information to Mr. Fisher. Mr. Fisher had questioned him. He

could not recall the first communication, but thought it was immediately after the session opened. As evidenced by his statements with regard to the date of obtaining the information, Mr. Fisher's memory was faulty. The sending of the telegram to Wellington had been his (witness's) suggestion. He considered that the position was then critical, as the Auditor-General's report had practically made their statement appear false, and that it was in the interests of all that the matter should be cleared up by a proper inquiry. He had told the other men he intended to telegraph in his own and their names, and they had simply consented. The idea of sending the telegram originated with himself. The others had not all seen it, but had consented verbally to their names being attached to it. He believed Larcombe saw the telegram, but not West or London. He had rung up London, and said he thought they must have a public inquiry to prove the truth of their statements, and that he was wiring to Mr. Taylor to this effect. He had not stopped to choose carefully the words of the telegram, and he had no knowledge that Mr. Taylor was going to use that telegram in the House. He would swear that the telegram was sent to Mr. Taylor without knowing that he would bring it up on the floor of the House. He had sent the telegram simply because he wished Mr. Taylor to press to the utmost his motion for an inquiry. He had had many other communications with Mr. Taylor and Mr. Fisher, most of them were now destroyed in all probability. The affidavits were prepared by Mr. C. E. Salter, solicitor, of Christchurch. They received instructions to wait upon him, and did so—Larcombe, West, and himself. He supposed Mr. Salter had received his instructions from Mr. Taylor and Mr. Fisher. He had been rung up from Mr. Salter's office and told to go there. Mr. Salter got his information from witness and his colleagues as to what to put in the affidavits. On the morning the affidavits were made he had seen Mr. Taylor and Mr. Fisher in Christchurch. They left by the express for Dunedin. He had had a conversation with them about the voucher. Messrs. Taylor and Fisher had asked him if they were prepared to swear affidavits, and he answered affirmatively. He did not remember exactly what was said. He had himself rung up Mr. Taylor and asked him to come round, and then he got word from Mr. Salter's office (by telephone). They had all three gone to Mr. Salter's office that evening, and gave him the information on which he made up the affidavits. Mr. Salter took charge of the affidavits and forwarded them. He had been, as it were, "running the show"; the others had followed in his wake. Larcombe and West did not come forward until the charges had been made in the House. He had made the affidavit voluntarily at the request of Messrs. Fisher and Taylor. They had asked him to do so in the morning. Apart from these regulations, it had never been conveyed to him, nor to the other officers involved, he believed, that information should not be disclosed to outsiders. He had seen nothing of any Cabinet minutes relating to this. [*Mr. Rose*: I have not seen them either.] Their reason for sending the telegram was that they felt that their truthfulness was involved. Yes, they were naturally excited about the matter when their truthfulness was questioned by the denial of the existence of the voucher. That was the *only* motive he had had in sending the telegram. He had had two or three years' experience in Auckland as well as in Christchurch—doing clerical work for the most part. He had known Mr. Fisher for about six or seven years, and had been in the corps with him three years. Apart from this, he and Fisher had been good friends. He had said that the affidavits were arranged for before Messrs. Taylor and Fisher left for Dunedin. He saw these gentlemen about 10 or 11 in the morning and arranged the matter. He would swear that the making of the affidavits was the suggestion of Messrs. Taylor and Fisher, and not of himself. He had supplied Mr. Fisher with certain facts simply as a means of enabling him to procure other information. Mr. Fisher had other information before this, and had questioned him respecting this particular payment. He (witness) could not say from whom Mr. Fisher got his information. Mr. Fisher appeared to know something about the matter, and wanted further information. He had certainly given Mr. Fisher the information with a view to his making use of it in some way. Most certainly he still believed that he saw the voucher; he was absolutely confident of this. They had not made any note of it at the time. If they had known of the likelihood of the present occurrences, they would have had the voucher photographed. He believed he had seen this voucher between the 9th January and the end of June, 1904; he was certain it was between the 9th January and the end of the year. Mr. Larcombe had shown him the voucher; it had been placed by Mr. McBeth in the basket with other correspondence for distribution. He had personally held the voucher in his hand for five or six minutes, and discussed it with Larcombe; then West joined them. When he gave Mr. Fisher the information he was absolutely certain the voucher existed. Mr. Fisher had asked him for particulars of a certain voucher, dated June, amount about £76. He had looked up the book in Christchurch (which showed no details), and said to Mr. Fisher, "This is probably the voucher you mean: can you not get further information elsewhere?" The book was lying open on the office table for any one to handle or touch. He had not had more than two letters from Mr. Taylor in his life, also some telegraphic communications; probably all were destroyed, excepting the letter he had received that morning. He had been in correspondence with Mr. Fisher ever since the latter went to Wellington, and it was not likely he would keep all this correspondence.

(To Mr. Rose): He had held no appointment from the Treasury Department, and was solely employed by the Post Office. He considered himself responsible to the Post Office for his actions in the performance of his duties. He certainly would not consider himself justified in informing an outside person of what deposits were made in the Savings-Bank. This was referred to in the special clause of declaration, "or any information which may come to my knowledge with reference to the business of the Post-Office Savings-Bank." The tail-end of Rule 44 was the only part applying to the present charges, and he had been ignorant of that. The book was signed in the most haphazard manner by the men. He might have signed it again in Auckland. He had made some extracts from the record-book of Treasury vouchers, and these extracts were now in his possession. Considering the circumstances, he thought it absolutely imperative, in his own interest alone, to

take a copy of the vouchers, so that when a proper inquiry was made, tampering could be exposed. He was accustomed to see Mr. Fisher nearly every day he was in Christchurch; he supposed he had had conversations with Mr. Fisher every day for the last five or six years. The question of the voucher did not crop up at the time of the Seddon-Taylor case. The first time the voucher was mentioned was some little time after Parliament opened. His principal reason for not making the charge through Mr. McBeth was that this gentleman was the last man in the world to whom he would have taken such a charge; he would simply have laughed at it. As he had said before, he had not made this matter "public." Apart from Captain Seddon's incompetence, he had no reason to suspect the payment. It was other matters, which had arisen later, which had made him take the action he had.

WEDNESDAY, 11TH OCTOBER, 1905.

Mr. Joynt appeared for the officers charged, and said he wished to know before proceeding further, whether the Board assumed there was, or was not, a voucher. He held that this was vital to the case, because if it were shown that there was not a voucher, then there was nothing to inquire about—nothing had been divulged.

The Board adhered to its decision of yesterday—that this point was immaterial to their inquiry.

Mr. Rose informed the Board that he now desired to call counsel.

Mr. Willis (continuing, to Board): The first persons with whom he had discussed the voucher were his fellow-clerks. The first outsider was Mr. Fisher, who was then a member of the House of Representatives. He knew of no grievance which Mr. Fisher had against the present Government, or against any member of it. People imagined he had a grievance owing to his actions in connection with volunteering matters. He (witness) did not know that Mr. Fisher had any desire to "throw mud" at the Government. It was not easy to give exactly a conversation he had had so long ago, and in reference to which he had had many subsequent conversations. He knew that Mr. Fisher had first questioned him with reference to this matter. Mr. Fisher had asked witness if he knew of any improper payments made to Captain Seddon. He had seen Mr. Fisher in the street, in his house, at his office, and elsewhere; he could not say where the first conversation had taken place. Mr. Fisher had never asked him generally for information by means of which to attack the Government. He had merely asked witness if he (witness) knew anything about a certain payment being made to Captain Seddon. This was after he had seen the voucher. He had no communication with anybody else, and had not divulged this information to anybody else. That was the first time the matter came up. He had told Mr. Fisher that he did remember a voucher going through for about £70 for Defence Stores. That was the sum and substance of the whole conversation as near as he could recollect. His answer to Mr. Fisher's question was that there was a voucher for the reorganization of Defence Stores, and that the amount was over £70. Those were all the particulars he gave; that was the whole conversation. He would swear that he had given Mr. Fisher the amount and date—that it was some time after he (witness) had entered the Chief Clerk's room. Mr. Fisher did not know what witness's duties were. He saw nothing strange in Mr. Fisher's question. The question was general, but it was evident that Mr. Fisher knew or suspected something about the matter. He could not say whether mention had been made of Defence Stores by Mr. Fisher. The question was simply a general one with reference to a particular amount paid to Captain Seddon. Mr. Fisher had also written from Wellington and asked for further particulars, probably the letter had gone into the fire now. Witness gave Mr. Fisher full particulars (in writing) from memory. He had then detailed to Mr. Fisher the incident of their seeing the voucher, &c. The first time he (witness) had discussed the matter with his colleagues, after seeing Mr. Fisher, was on the morning after the debate in the House. Until then, he would swear, he did not know that Mr. Fisher would bring the matter up in the House. The information he had given Mr. Fisher was merely for the purpose of enabling him to get other information. He concluded that Mr. Fisher would bring the matter up some time. He believed that Mr. Fisher intended to make an attack upon the Government through this payment. He had discussed with his colleagues the matter of this voucher intermittently for months past. They were not particularly "concerned," but they thought young Seddon had got £70 for nothing. He did not take steps himself then because he knew no one he would trust with the information—no one who would handle the matter in such a way that it would not be to his disadvantage. Practically he did not want the public to know how the information came out. He was not "ashamed" or "afraid" to come out, but to have rushed out would have been courting disaster without having a chance of doing good. At that time he did not know he was running any risk in giving information. There was no promise from Mr. Fisher that witness's name would not be disclosed; that was assumed. The other officers knew nothing of his conversation with Mr. Fisher, nor that he intended to help Mr. Fisher in this way. They certainly did not know what was in witness's mind when discussing the matter. He had not deliberately concealed this, but they had not been brought into the matter, and there was therefore no necessity to tell them. At that time he was not anxious to get them to corroborate his statements. After the matter had been brought up in the House of course he did wish this. He had given Mr. Fisher the names of his colleagues as corroborative witnesses. When the newspaper report came out they commented upon it. He had not attempted to refresh the memory of the other men, there was no need. He admitted that all through he had been the leading spirit.

(To the Chairman): There was very little conversation about the newspaper report—practically merely a few disjointed sentences.

(To the Board): His fellow-officers did not know at that time that he had made a communication to Mr. Fisher. Their first knowledge was after the publication of the newspaper report of the debate in the House—the debate on the Imprest Supply Bill. It was at witness's suggestion that his fellow-officers were taken to make affidavit. He had personally written out the telegram, had shown it to Larcombe, and had got the consent of Larcombe and the others to it. He had written out the telegram on his own motion, and consulted the others afterwards. Larcombe was the only man who knew the exact wording. He had told the others he thought it absolutely necessary to send the telegram, considering the then state of affairs, so that they should have a further inquiry.

RICHARD BRABAZON MORRIS, Chief Clerk of C.P.O., Christchurch, sworn.

Witness (To Mr. Rose): The officers concerned in this inquiry had all worked in his Department. He invariably pointed out to every officer who worked under him that the duties were of a confidential nature. He was clear that he had told the four officers this. He knew they had all signed the book of regulations. Previous to this matter he had had absolute confidence in them.

Mr. Stringer appeared for the Post and Telegraph Department.

Charge No. 6 against J. Willis: "That in the month of December, 1904, while discussing with Mr. F. M. B. Fisher, at Christchurch, a case then pending in the Supreme Court, you informed him that to your knowledge as Post officer, Captain Seddon had received a payment to which he was not entitled, meaning thereby the alleged payment of £70 for reorganizing Defence Stores."

This had been denied by Willis, and allowed to stand over. The Post and Telegraph Department, by Mr. Stringer, now signified that it was their wish to withdraw the charge.

WILLIAM JOHN LARCOMBE SWORN.

Charge read. Declaration signed by Mr. Larcombe and Regulations 1 and 44, also signed by Mr. Larcombe, were put in. Mr. Larcombe's defence was also put in. He would adhere to this subject to some explanations he would give later on—that is, he admitted all four charges, subject to explanation.

Witness (to Mr. Joynt): He had been twenty-two years in the service. Before he took part in this giving of information, the charges had been previously made in the House by Mr. Fisher. He had been waited upon by Mr. Fisher at his (witness's) private house. Mr. Fisher was accompanied by Mr. Taylor and Mr. Willis. Previous to this the idea of making any statement had never entered his mind. Practically the statements made then were made on the spur of the moment. Mr. Fisher said he had derived some information from Willis in connection with the charges made in the House, and he knew that witness was in possession of that information also; and he asked witness whether the Anderson voucher had anything to do with the Seddon voucher. He (witness) told Mr. Fisher it had not, and that he was prepared to make this statement before any competent tribunal. He had told Mr. Fisher that there was a voucher payable to Captain Seddon. This was all that passed at the interview. He was not aware that he had committed a breach of the regulations—the matter was then public property. In any case, he had had no time to look into the matter. He was now thirty-eight years of age, married, with one child; there was not a single black mark against him in the whole of his twenty-two years of service. He had always been employed in the public service, and knew nothing else.

(To Mr. Stringer): He did not know, prior to Mr. Fisher and Mr. Taylor calling upon him, that Willis had given them any information. He did not know where they got their information from. He knew this on Monday, after the charges were made in the House, when Mr. Fisher called upon him, not before. Probably for a month or two after they first saw the voucher, they discussed it occasionally amongst themselves. "Reorganize" had become a "gag" term. Apart from this he had not discussed the voucher with Willis. The only other person to whom he had mentioned the matter was his wife. He was not in the habit of communicating office matters to his wife. To the best of his belief, he first saw the voucher in the early part of the year 1904—during the first six months. The voucher was interesting because of Captain Seddon being well known, and he had happened to mention it to his wife when he went home to tea. The information he gave his wife was: That Captain Seddon had received a payment of £70-odd for reorganizing Defence Stores that day. He knew by the voucher that Captain Seddon was in Christchurch—not otherwise.

(To the Board): It was part of his duties to clear the basket in the Chief Postmaster's room, and take it into the Chief Clerk's room. He drew Willis's attention to the voucher because he had been in the Volunteer corps, and it would therefore interest him. Willis and witness had decided that Captain Seddon must have made a special trip to get this money. He believed it had been mentioned in the papers at the time that Captain Seddon was in Christchurch then. He had not seen Captain Seddon, but concluded he had been in Christchurch because the voucher was receipted on that date. The voucher was receipted when he saw it. He did not know Captain Seddon. The voucher was receipted on the day he mentioned it to his wife. He would not swear it was dated; he believed this was the case, because it was in the basket. As far as he knew, this was a perfect and correct voucher. He would swear it was a complete voucher. He would not swear it was stamped, he would not swear to all the stamps being on it; he would swear it was not a bogus voucher. He did not know Captain Seddon's signature. There was no cheque accompanying the voucher, only the bare voucher receipted. He would take it upon himself to swear it was not a bogus voucher. If it were a hoax, the joke would be played upon the Chief Postmaster. He cleared the basket two or three times a day, and therefore assumed that the voucher had left the hands of the Postmaster within an hour or two. Neither he nor his wife could fix the date of the voucher. He had stated to the Auditor-General that it was twelve or eighteen months ago. The voucher was payable to Captain Seddon; he would not swear to the signature on it. He would swear that he had handled a voucher payable to Captain

Seddon for reorganizing Defence Stores. There may have been initials before the name "Seddon," he could not swear to that exactly. To the best of his memory it was "Captain R. J. S. Seddon." He had sworn already that it was under £100. He had told his wife it was over £70. His present belief was that the amount was between £70 and £80. He had had no object in saying to the Auditor-General that the amount was under £100, except to ascertain the truth; they wanted to see all the Christchurch vouchers. They had all believed the voucher to be over £70, but could not fix the exact amount nor the exact date. Previous to seeing Mr. Fisher, he had not discussed the matter, except on the Monday morning after the charges were made in the House. He had made the affidavit at Willis's suggestion, in Mr. Salter's office. The charge had already been made in the House then. He gave the affidavit to prove what he had stated; he knew the Government were denying it. He did not know what Mr. Fisher intended to do with the affidavit. The affidavits were given conditionally: they were not to be used unless the Government would indemnify the Civil servants. That was the understanding—although he did not definitely make this arrangement himself—between Willis and himself. Afterwards he had consented to the removal of those conditions. Willis suggested sending the telegram, and asked witness to sign it. He was not sure that the telegram quoted was the one he signed; Willis may have altered slightly what he had signed. There was no intention that it should be made public. Mr. Willis had asked witness to join in sending the telegram, and witness had signed such a telegram on the back. Willis's suggestion was the only one he knew *in re* affidavits. He had done this to oblige Willis. Willis did not say the affidavits were being made out at the request of Mr. Fisher. He did not realise at the time that it was not a proper thing to do to tell his wife about a voucher; he realised that now. He was perfectly satisfied the matter had not been disclosed by his wife. He did not think Captain Seddon capable of reorganizing Defence Stores; otherwise, there was nothing peculiar to him about the voucher. He did not think it possible the voucher would be a hoax. He knew he had handled a voucher. Politics were not much discussed in the office. His reason for showing the voucher to Willis was that Willis was in the Volunteer corps and was therefore interested in it. He knew nothing about Willis's political feelings. He had seen the voucher prior to the Seddon-Taylor case. Vouchers are addressed to the Chief Postmaster, and usually opened by the Chief Clerk. Treasury vouchers are opened by the clerk in the Chief Postmaster's room. The voucher would go through several hands. He did not think it possible for the voucher to be a hoax. He could not account for its non-appearance. There were forty or fifty members of the staff, and they could all go into Mr. McBeth's room. He had taken the voucher from the basket and had put it on West's table. He thought Mr. West was absent from the room at the time. He did not see the voucher after putting it on West's table. He presumed it was posted to Wellington.

THOMAS WALTER WEST SWORN:—

Charges read.

All four charges admitted subject to explanation. He had not delivered the affidavits himself, but had "caused" them to be delivered.

Declaration and Regulations 1 and 44 (signed by West) put in.

Witness.] He was a clerk in the Christchurch Post-office, and the greater part of the time he had been clerk to the Postmaster. His duties concerned vouchers for the most part. He had a very vivid recollection of this particular voucher. To the best of his belief the date was early in the year 1904—within the first six months of the year. He had no means of fixing the date. He had first discussed this voucher with Messrs. Larcombe and Willis. He had seen and examined the voucher at that time, it was then on his table he believed. To the best of his belief it was a genuine voucher, payable to Captain R. J. S. Seddon. As far as he could trust his memory, he would swear that there was a signature to it. He did not then know Mr. Seddon's signature. The voucher would be returned to the Treasury Department. It would be entered by him in the record-book, and returned by him if he were Chief Postmaster's clerk at the time. He could not swear that this was the case then; he could not say that he actually handled the voucher, but it was lying on the desk before him. He had no distinct recollection of picking it up. He believed it was a genuine voucher. It was not possible for any one in the office to perpetrate a hoax, because there were ten or fifteen stamps on every voucher. He would not swear these stamps were on it, but he would swear that he would have noticed their omission. He did not think it possible he could be deceived. He saw a signature, he would not swear whose, nor to any particular stamp. So far as he knew, the signature might have been a forgery. If it had been a "fake" voucher there would have been no stamp. As he had said, he would not swear he did see the stamps, but he would swear that he would have noticed their omission. He had read "Reorganization of Defence Stores," and that it was payable to "Captain R. J. S. Seddon." He would swear absolutely to the latter words, on the top of the voucher. He could not swear absolutely to the amount. To the best of his belief it was a charge against the Defence vote. He said it was impossible for any one in the office to "fake" a voucher. Mr. Fisher had waited upon him on the 31st July, with Mr. Willis and Mr. Taylor, at his (witness's) private house. Mr. Fisher already had information *re* the voucher. This was after Mr. Fisher had referred to the matter in the House. That was the first communication he had had with Mr. Fisher. Mr. Fisher said he knew that witness was aware of certain facts *re* voucher, and asked if he (witness) would tell the truth about these if necessary. Witness said he would. He told them he had seen the voucher in the Postmaster's room. No written record was taken of this interview. He had told Mr. Fisher all he could remember about this voucher. He had signed the affidavit, and caused it to be forwarded to Mr. Fisher, at the instance of Mr. Willis. This was after Mr. Fisher had referred to the matter in the House. He could not say with certainty whether or not he kept a copy of the affidavit. He had signed a duplicate for transmission to Mr. Taylor. This was what the second affidavit was for, although, as a matter of fact, he did not know at the time that the duplicate was for Mr. Taylor; he only knew one was going to Mr. Fisher.

THURSDAY, 12TH OCTOBER, 1905.

Mr. Stringer said that on further consideration the Post and Telegraph Department had decided not to withdraw the sixth charge against Willis, and he would therefore request its reinstatement. Mr. Fisher was currently reported in the newspapers as having said that Willis gave him the information in December, 1904, whereas Willis said the first communication was after Mr. Fisher's election to the House this year.

The Board saw no objection to the reinstatement of the charge, provided Mr. Willis was not prejudiced thereby.

On the request of Mr. Joynt, the matter was left in abeyance until 2 p.m. to enable Mr. Joynt to consult his client.

Examination of THOMAS WALTER WEST—*continued*.

Witness qualified statements made previously. He did not tell Mr. Fisher all he could about the voucher, and he was now certain he did not keep a copy of the affidavit.

(To Mr. Stringer): To the best of his belief, it was early in 1904 that he saw the voucher, and on the 31st July he had had the conversation with Mr. Fisher. He could not swear positively that he had discussed the voucher between those dates; he thought he had done so with Willis and Larcombe. He was not certain that they had discussed it at all. He could not give any date for the discussion, supposing it to have taken place. When speaking to Mr. Fisher in July, 1905, he was speaking of the matter from memory of some twelve or eighteen months back. He was not married, and had not mentioned the voucher to anybody but Larcombe and Willis. Mr. Fisher called at witness's house accompanied by Mr. Taylor and Mr. Willis. The conversation took place at the gate. As near as he could remember this is what took place: Willis came to the door and took witness to the gate, where he introduced him to Mr. Fisher and Mr. Taylor. He had only known these gentlemen by sight before, and had had some official business with Mr. Fisher. He knew they were both members of the House. "Mr. Fisher said, 'Well, West, I know that you know certain facts regarding a voucher which passed through the Christchurch Office for Captain Seddon, and I want to know, if necessary, will you tell all and the truth about it.' I replied that I would. I said I knew a voucher for Captain Seddon had gone through the office. He said: 'Oh, that's all I want to know.' These are the exact words as near as I can remember." Witness continuing, said: These were the exact words, so far as he could remember. They (Messrs. Taylor, Fisher, and Willis) then went away. Mr. Fisher did not ask any more questions, and witness did not give any further details. Mr. Fisher had the information before he spoke to witness. Witness said nothing about date, amount, circumstances of seeing voucher, or, in fact, any details. He thought the next mention of the matter was when Mr. Willis asked him to go to Mr. Salter's office. He thought this was next morning—shortly afterwards, at any rate. He and the others gave Mr. Salter information on which affidavits were made up. Practically he personally had said very little in Mr. Salter's office. Mr. Willis was the "leading star" in the business, and he acted as spokesman. He introduced the other officers, and said he had brought them to make the affidavits. The information given Mr. Salter is contained in the affidavit. Mr. Salter prepared the affidavits in witness's presence; he drafted them from information dictated to him. He (witness) would swear they were not already prepared before he saw Mr. Salter. He drew up this rough copy, but did not read it all over to them. Witness thought Mr. Salter drew up one rough draft from information for all three of them, and then made out afterwards separate affidavits for them individually pieced together from the one originally drawn up. The following day they went back to Mr. Salter's and swore to the affidavits. He had signed two copies. He made no inquiries about the purpose of these affidavits, but inferred one was for Mr. Fisher. He presumed Mr. Fisher wanted the affidavit to make certain the officers would not "go back" on him. He took no trouble to ascertain what the affidavit was to be used for. He left it with Mr. Salter without any instructions. He only inferred what use was to be made of it. He did not know at this time that it had been denied by the Government that any such payment had been made. The position in the House, so far as he knew it, was that Mr. Fisher had asked for information concerning a voucher with a certain number, and that that voucher had turned out to be the Anderson voucher. He knew nothing at this time of the suggestion that the Anderson voucher and the Seddon voucher were the same thing. Mr. Fisher had quoted a number, that number was the Anderson voucher, and it could not possibly be the Seddon voucher. Witness did not know where Mr. Fisher got the number and amount from. He was in utter darkness about the whole matter until Mr. Fisher waited upon him. He did not know that Willis had been in communication with Mr. Fisher. He was ignorant of this fact up to the time of the Auditor-General's inquiry. He thought the affidavit was made on the 3rd August. He had said yesterday that, to the best of his recollection, the voucher was made out to "Captain R. J. S. Seddon." He had omitted the word "Captain" in the affidavit. He knew of no reason for this, except that it was a title. Sneddon vouchers were made out for Anderson. At the time the Sneddon voucher was produced they were not appearing in the business, and he did not know of the suggested confusion between the two vouchers. He repeated that he did not know of the suggested confusion when he made the affidavit; as a matter of fact, he did not think there was any confusion.

To the Board: He thought the Sneddon voucher was produced simply and solely in response to the number quoted by Mr. Fisher. His one idea and only motive in making the affidavit was to prove that he was certain he had not made a mistake—any possible mistake—there was nothing definite in his mind. He did not know at this time it had been suggested he had mistaken the Sneddon voucher for the Seddon voucher. He could give no other reason than the one he had suggested for leaving out the word "Captain"—an omission made, he believed, by them all—than the one he had given: that it was a title. They had doubtless thought this unnecessary.

To Mr. Stringer : After signing the affidavit, the next stage was receiving the summons from the Auditor-General. He had never in his life had any communications with Messrs. Taylor and Fisher ; he had neither communicated with them personally, nor through Mr. Willis, between the date of the affidavit and the date of the Auditor-General's inquiry. On returning from signing the affidavit, Willis had asked witness whether he had fixed it up all right, and witness said, " Yes." He went to Wellington with Willis for the Auditor-General's inquiry, but they kept aloof from the subject of the voucher—did not discuss it at all.

To the Board : He was in Wellington about two days. He and Willis met Mr. Taylor and Mr. Fisher in the streets, accidentally, not by appointment, in the morning of the inquiry. Messrs. Taylor and Fisher took them round the Government Buildings ; they did not discuss or even mention the voucher ; they merely asked witness and Willis what time the inquiry was to be held, and were told. Mr. Fisher introduced them to the Auditor-General and left immediately ; the inquiry was a private one. He could not say whether he had told Messrs. Taylor and Fisher, that, notwithstanding the Auditor-General's finding, there *was* such a voucher. After the inquiry they had petitioned the House and sent the telegram. He had never, at any time, looked up the record-books in the Post Office to verify his statement. There would be no use in doing this any way, and he had not done it. He had not assisted Willis in his search, and did not know he had made it. Mr. Willis had drawn up the petition ; he was the " leading star." It did not at the time occur to him that he was doing wrong in performing the actions he had. He saw now that he had done wrong, but he did not at the time. It did not appear to him that he was being used as a political tool. He had no special object in taking part in the proceedings. He supposed that as Messrs. Taylor and Fisher were members of the House there was no harm in giving them the information. He saw now that he was wrong to act as he did. He could not honestly say he had thought the matter out definitely—the visit was a surprise one, and he had spoken on the spur of the moment—but he supposed he was influenced by the fact of Messrs. Taylor and Fisher being members of Parliament. Willis's presence with the other gentlemen had also influenced him. He supposed he had been guided to a very great extent by Mr. Willis—that his stronger will had dominated that of witness. *Re* the affidavits : they were not all agreed upon the facts for these. Witness was not sure of the words " at Wellington," nor that the voucher was charged against " Defence vote " ; the other officers were certain on these points. Naturally he was interested in and had read from day to day the newspaper reports of the affair. Certainly he was taking an interest in the matter all along and watching the papers. He had had no political feelings in the matter, and had never desired to injure any political party. The petition to the House, the telegram, the affidavit were all rendered necessary by his first offer to " tell the truth " made to Mr. Fisher. If any one—any outside person—had asked for information he would merely have offered to give it in the witness-box. In this instance, he had given his word to a member of Parliament, and took the affidavit to back it up. Willis had come to him and said he was going to send a telegram to Mr. Taylor, and witness had agreed to its being sent. They had already sworn that they had seen the voucher, and in face of the Auditor-General's report, they thought their honour involved. The telegram was brought to him just as he was going to lunch, and was in a hurry, and he thought he signed it on the back. He remembered Willis coming into the Chief Postmaster's room a little before 1 o'clock, and he thought it was from there that he (Willis) had rung up London on the telephone. Oh, no, he had had no idea that the telegram was to be made public ; it was not sent with that intention at all. His consent was never asked for its being made public, and he had been very much surprised thereat. He would certainly now refuse to give information to anybody except to his superior officer ; but at the time of speaking to Mr. Fisher and Mr. Taylor about this voucher he had considered members of Parliament were Government officers and as such entitled to information. He could not say whether or not this idea was prevalent in the service. This was the impression in his own mind—on what it was founded he could not say. He had not heard this idea expressed ; it was merely a personal one. He supposed it was derived from the fact that members of Parliament had certain privileges in the way of travelling, &c. When he gave the information, he was honestly under the impression that members of Parliament had a right to demand it. His conscience was perfectly clear at the time, and he honestly believed he was doing no wrong. The first false step having been taken, all subsequent action was simply to back up his own position ; he had no political purpose or ulterior motive. At the interview with the members (Messrs. Taylor and Fisher), he had not been suspicious, because Mr. Willis was there ; he naturally thought that as Willis was there it was all right. Mr. Willis was a much older officer in the service than witness. Willis was his " senior " ; he had sometimes to take his directions ; Willis never had to take his (witness's). His length of service was ten years. He had had no offer of indemnity. No one had told him that if he gave this information he would be indemnified ; nothing was said about it. Nobody had said it would be " all right " ; he had had no reason for believing he was doing wrong. The affidavit was given without reservation. At that time he had apprehended no danger to himself.

DAVID HOBSON LONDON sworn.

Charge read. Defence put in. Declaration and Regulations 1 and 44 put in.

Witness : He was a clerk in the Christchurch Post-office, in various Departments. Length of service over seven years. He had not given the regulations much consideration. He had not considered Regulation 44. Mr. Willis had asked him to consent to the sending of the telegram, and he had done so. He had been asked across the telephone, and had not stopped to consider before answering. It did not strike him as a mischievous thing. His object in joining in sending the telegram was that Mr. Willis thought it necessary. He had then, and still had, great respect for Mr. Willis's intelligence. Mr. Willis had explained that the telegram was necessary in view of the Auditor-General's inquiry proving abortive, so far as they were concerned. He had thought the

telegram and the sending of it harmless. Practically, he had delegated his judgment to Mr. Willis in the matter. He had no desire whatever to "bolster up" Mr. Fisher or Mr. Taylor in the matter. He had sworn to seeing a certain signature on the voucher, before the Auditor-General, and he considered his character and honour involved by the finding. He would not have taken any proceedings at all if Mr. Willis had not suggested them. Witness repeated his statement that he had seen no wrong, officially or otherwise, in sending the telegram. He was receiving a salary of £130 a year. It was his opinion that the Auditor-General's finding reflected on his character. Mr. Willis had said that the finding was of no use. He had put it to witness that they were in the same boat, and that it was necessary for the vindication of their character that there should be a public inquiry. He (witness) had yielded consent to this view. The word "charge" in the telegram meant the charge made by Mr. Fisher—that a payment had been made to Captain Seddon: that is what he took it to mean. He did not know the signature of Captain R. J. S. Seddon. He would not have sent the telegram had he known it was to be made public; his consent to this was not asked. Neither Willis nor any one else had made inquiries of him as to existence of Seddon voucher. His object in urging for public inquiry was to demonstrate the existence of the voucher. In his opinion the matter had not been thoroughly investigated at the Auditor-General's inquiry; they were not allowed to see cheque-blocks, cash-books, records, &c. They wanted a wider scope. His object was not political. Had Willis not suggested sending the telegram, witness would not have sent it; he merely consented through the telephone.

Mr. Joynt addressed the Board as follows: I must begin by expressing my regret at not being retained earlier. I am requested now by Mr. Willis not to deal with him or his position in my address to the Commissioners: he will himself take whatever course he deems proper. I am not now appearing for Mr. Willis. With regard to the other officials: the conception of the importance of disclosing information did not dawn on the minds of these men. Their doing so was the result of interviews with Mr. Willis. Mr. Willis distinctly and frankly admits that he saw these three officials, told them the position, and practically inspired them with the idea of taking the course they did. I must admit that their conduct shows an unfortunate want of knowledge and appreciation of the declaration set out in the Act and also of the regulations. But, as has been explained, it is considered perfunctory to make these declarations. It is not often officials go through them and see what is expected. It is very clear these three officials did not appreciate their position and duties and responsibilities under the regulations; and from conversations I have had with Mr. Willis I do not think he did either. I submit it may be taken in extenuation of the offence charged against these three officials that they acted under Mr. Willis's inspiration and guidance; and they have all sworn that they did not do it with the intention of embarrassing the Government or aiding or abetting any political party. We find that they had apparently no intention of interfering in this matter until they were inspired by Mr. Willis. They were brought into contact for a short time with Messrs. Taylor and Fisher: they were asked to sign something, and they did so. It is fair to assume these things were done without thought of the gravity of their action. They had no object to serve in divulging information to Messrs. Taylor and Fisher. I think that the Commissioners will come to the conclusion that neither Mr. West nor Mr. Larcombe nor Mr. Lundon had really any motive of an improper kind in taking the action they did, or allowing themselves to be persuaded into doing it. More particularly is this the case with regard to Mr. Lundon. His examination shows that he just did as he was asked by telephone. Mr. Lundon was asked by telephone to sign or consent to the telegram, and he did so on the spur of the moment. His offence therefore is of a very slight and unimportant kind. Whatever may be the result to Mr. Willis, the effect of an adverse finding would be disastrous to the domestic life of my clients. These men were dominated by Mr. Willis, and I think I may fairly ask the Commission to believe that their action was not taken *malice prepense*, nor to embarrass the Government, nor in any way to affect or injure the public service; but that they were induced simply by good-fellowship for Mr. Willis. I would ask the Commission to take as lenient and charitable and kindly a view as possible. I do not propose to raise any technical points. I simply say that had these men been aware of the gravity of their action they would have been guilty of treachery; now they were merely guilty of error—error into which they had been led by another person. Had these officials not been brought under his influence they would not have had to appear on these charges.

Mr. Stringer said: The line which my friend had taken up on behalf of the three officials for whom he had spoken renders it unnecessary for me to say anything. The validity of his arguments will be a question for the consideration of the Commission. The Department wish me to state that they are seriously concerned in the compliance with the regulations. Regulation 44 embodies the ordinary regulation prevailing between master and servant. It would be disastrous to the public generally if it were supposed that this relationship did not exist quite as strongly—if not more so—as in any ordinary private service. Willis had stated in his evidence that this rule was more honoured in the breach than in the observance. If that were so, it would be most lamentable. I also point out the fact that not only had these gentlemen failed to make themselves acquainted with the regulations, but they seem also to have forgotten that Mr. Morris gave them a special warning personally as to the confidential nature of their duties.

JOSEPH WILLIS recalled.

The Board asked Mr. Willis what he had to say with reference to the reinstatement of the sixth charge.

Mr. Willis: He objected to the reinstatement of this charge, because it was virtually contained in another charge, and its reinstatement meant the adjournment and prolonging of the inquiry, involving him in further loss of time and expense. For these reasons he would object to the reinstatement of the charge. The sixth charge was contained in the charge preferred against him for giving information to Mr. Fisher after he was a member of the House. The pressing of

this sixth charge would not make the case against him any stronger, and it would not in any way affect his punishment. He would therefore ask to be saved the further expense and delay. He had no other reasons for objecting to its reinstatement.

The Board decided that as Mr. Willis could not show that the reinstatement of the charge to-day in any way prejudiced his case, even though the charge had been once withdrawn, it would therefore be reinstated.

Charge read.

Mr. Willis denied the charge again, and stated that he adhered to his statement that he did not make his first communication of information to Mr. Fisher until after that gentleman was elected a member of the House of Representatives.

The Board said that the onus of proof rested with the Post and Telegraph Department, and as the only available evidence was that of Mr. Fisher the following telegram would be sent to that gentleman:—

“(Urgent, O.P.S.O.)

“F. M. B. Fisher, Esq., M.H.R., Wellington.

“ARE you willing to attend Board of Inquiry into charges against certain Post Office officials on Saturday next, to give evidence at Christchurch? If so, will you appear at 11 o'clock on that morning? Please reply urgent collect.

“H. S. WARDELL, Chairman.”

Mr. Joynt asked the Board to note that in his remarks he had wished to refer particularly to Mr. Willis's evidence as given on page 13 of the present report.

JOSEPH WILLIS sworn.

(To Mr. Stringer): He adhered to the statements he had already made to the Commissioners, viz., those particularly quoted: “When Mr. Fisher brought up this matter first he only asked for information” (p. 11), and “He had not been the first to communicate this information to Mr. Fisher. Mr. Fisher had questioned him. He could not recall the first communication, but thought it was immediately after the session opened. As evidenced by his statements with regard to the date of obtaining the information, Mr. Fisher's memory was faulty” (p. 11.) His first communication to Mr. Fisher was about May of this year—shortly after Parliament opened. He could not be more precise than that. He could not say in what conversation the information was imparted as to time and place; they had so many conversations. He thought in this one they were discussing politics generally, and the conversation turned on Mr. Seddon's influence in New Zealand politics, or something of that sort. Captain Seddon's name cropped up, and the fact of his position in the public service, salary, &c., and Mr. Fisher asked witness if he were aware of any payments having been made to Captain Seddon. Witness stated he knew of one, and gave Mr. Fisher the whole circumstances connected with the payment now under review. Mr. Fisher appeared to have some information regarding this voucher. He simply asked for further information. He had left the Volunteer corps in October, 1904; Mr. Fisher left in October, 1903. This charge was based on a newspaper report of a speech made by Mr. Fisher in which he is reported to have said that witness disclosed information with reference to the payment at a time when Mr. Fisher was captain and Mr. Willis lieutenant in the Volunteers, and a case was pending in Christchurch. That could not have been so. At the time witness and Mr. Fisher were together in the Civil Service Rifles it was practically more than a year before the Seddon-Taylor case was pending. Captain Fisher was gazetted as having left the service in October, 1903, and he was out of it long before that. This satisfied witness that Mr. Fisher was in error. He could not say whether or not Mr. Fisher was very active in the Seddon-Taylor case; he heard that he had been assisting Mr. Taylor; he knew his sympathies were with Mr. Taylor. He would swear that he had no idea of assisting Mr. Taylor in this case by mentioning the matter then; he was absolutely clear on this point. Mr. Fisher frequently called in to see witness at his office—too frequently, in fact, as witness had been informed by Mr. Morris that it was advisable for Mr. Fisher not to call so often. Mr. Fisher came to see him on business, and privately. He did not think he had first communicated this information *re* the voucher to Mr. Fisher in the office. He had given Mr. Fisher no other information relating to office matters. He did not know when he quoted the number and date and amount to Mr. Fisher that it was either the Sneddon or the Seddon voucher. Mr. Fisher had given him the amount of the voucher, and he had simply supplied the other details. He did not lead Mr. Fisher to believe these details referred to the Seddon voucher. He had simply quoted Mr. Fisher details of the only voucher for £76 4s. 9d. there was during the month of June. Witness had given him the number 15819. Witness had said to Mr. Fisher, “This is probably the voucher to which you refer; can you not find further information elsewhere?” Those were the words used. Mr. Fisher stated by letter to witness (which letter witness had destroyed) that the voucher for Captain Seddon was an amount of £76, dated June. Witness looked up memo.-book, and then wrote Mr. Fisher as above. It was about six weeks before that he had told Mr. Fisher of a payment having been made to Captain Seddon. Mr. Fisher first asked for information *re* this payment. Witness gave him particulars from memory. Later on Mr. Fisher wrote to witness from Wellington, and asked for further information—about six weeks afterwards. He (witness) supplied those particulars from memory, saying that the voucher was for an amount exceeding £70, early in 1904, for reorganization of Defence Stores, and was made out in the name of Captain R. J. S. Seddon. Mr. Fisher wrote down again, and asked if there were no records in the office from which witness could get particulars. He stated then the amount was £76, payable in June. Then witness searched rough memo.-book to trace payments exceeding £70 in June. He found only one. How Mr. Fisher came to use this information in the House he did not know. When Mr. Fisher said the payment was in June, he had thought Mr. Fisher knew more than he (witness) did. Mr. Fisher was making inquiries with regard to voucher for payment to Captain Seddon. He thought the voucher quoted by Mr. Fisher was too late for the Seddon voucher, and merely gave Mr. Fisher the information

to enable him to trace it elsewhere. Mr. Fisher had pressed him for information; had stated the payment was in June for an amount of £76, and witness therefore gave him what little information he could, saying: "This is *probably* the voucher to which you refer; can you not find further information elsewhere." Witness naturally thought Mr. Fisher would obtain further information through the Treasury Department.

(To the Board): At the time he searched the book it was to find record of a voucher to correspond with particulars Mr. Fisher had given him. He did not search the book to "corroborate his recollection": the record was defective. He merely sent the particulars because Mr. Fisher said the voucher he was after was for £76 in June. First, Mr. Fisher asked for information regarding *any* payments, later for information regarding a *particular* payment. He would swear that, from the conversations he had with Mr. Fisher, he came to the conclusion that Mr. Fisher had had some information about a voucher. He had not preserved letters passing between himself and Mr. Fisher. It was quite true that when the Sneddon voucher cropped up, and Mr. Fisher thought of apologizing, witness had said to him (in effect), "Don't do that, there is a Seddon voucher to support the charge." This was at 5 o'clock on Monday, after the debate on the Imprest Supply Bill, in Mr. Fisher's office. Witness had called there and waited Mr. Fisher's arrival. On coming in Mr. Fisher said, "Well, Willis, there's nothing else for it, apparently my information was wrong, and I have decided to give an *amende honorable* to the Premier and his son." Witness asked him what he was doing that for, and said there certainly was a Seddon and a Sneddon voucher, and that Larcombe and West had that morning reminded him (witness) of the former. Mr. Fisher asked if he thought they would swear to this. Witness said he thought so, and suggested seeing them. He searched the books in response to Mr. Fisher's request, and came across voucher 15819, not knowing that it was the Sneddon voucher. He did not think it was the Seddon voucher; he thought the date was wrong. Witness sent forward the number, &c., not thinking it might be the right one, but as Mr. Fisher had quoted the date. After the Sneddon voucher had been brought out, Mr. Fisher came to Christchurch. During this visit he saw witness. Mr. Fisher did not say he had "fallen into a hole." On the morning of Mr. Fisher's return to Christchurch, witness had seen him pass the window in Cathedral Square, and had gone out to him, and spoke to him just outside the door in the Square. Mr. Fisher said, "Was that the Sneddon voucher?" Witness replied, in a jocular way, with a smile, that he believed it was, and that the coincidence was amusing. Then Mr. Fisher said, "You had better get inside or else you'll lose your billet, because there are people watching from one end of the building to the other." That was all the conversation. The other conversation with regard to the apology took place at 5 o'clock the same day, at Mr. Fisher's office. He had seen dozens of Sneddon vouchers, but this was not the explanation of his uncertainty as to the date of the Seddon voucher; mistake was impossible. Mr. Larcombe was a clerk in the same office; there was no other relationship between them; only the fact that he was often working in the same room made Mr. Larcombe bring him the voucher and show it to him, and his connection with volunteering. There was no "feeling" between witness and Captain Seddon, although he knew Captain Seddon. During the Seddon-Taylor case he knew that Mr. Fisher was aiding Mr. Taylor, and that his sympathies were with Mr. Taylor.

Mr. Joynt asked if the Board would indicate to him, for the benefit of his clients, the nature of their report.

The Board said it would be a breach of confidence for them to do so: their duty was simply to send the report to the Governor in Council.

FRIDAY, 13TH OCTOBER, 1905.

Telegram from Mr. Fisher read: "Am leaving for South; will see you to-morrow."

Examination of Mr. WILLIS continued.

Witness (to the Board): He sent the number and the amount of the Anderson voucher to Mr. Fisher. He would swear he did not send him any other number. That was the only information he had ever given Mr. Fisher with regard to the number of a voucher. He knew that Captain Seddon had made a declaration, and sworn on oath before the Auditor-General, that there never was such a voucher nor such a payment. All witness said was that he saw a voucher for a certain amount for certain services. He swore absolutely that it was a genuine voucher, signed "R. J. S. Seddon." He had seen Captain Seddon's signature since. He was absolutely certain no mistake had been made. He would swear that.

(To Mr. Stringer): Witness had never, at any time, told anybody that he had told Mr. Fisher about this voucher prior to Mr. Fisher's being a member of the House.

Mr. Willis said that he wished to state that at no time had Mr. Joynt appeared for him. That, referring to page 19 of his evidence, he had said "£76," without the 4s. 9d.; not "£76 4s. 9d.," as quoted in the passage, "He had simply quoted Mr. Fisher details of the only voucher for £76 4s. 9d."

Subpœna issued for Mr. Fisher to appear before the Board to give evidence at 2 p.m., Friday, 13th October. This summons was not served, Mr. Fisher refusing to receive it, claiming privilege as a member of Parliament. He waited on the Board, and agreed to appear before the Board at 11 a.m., Saturday, 14th October, in accordance with the telegraphed request of the Board.

SATURDAY, 14TH OCTOBER, 1905.

Mr. Willis : In regard to page 19 of his evidence, "He had given Mr. Fisher no other information relating to office matters." He wished to qualify this statement by saying he admitted he did give Mr. Fisher some other information regarding office matters, but that information was not connected with these charges. He was not charged with giving this other information, and therefore declined to go into it. He simply admitted he did give other information, but declined to say at what time, or give any details about it at all. He would put it on record at the Judges' inquiry; it had nothing to do with the Seddon voucher.

Mr. F. M. B. Fisher appeared before the Board. After some preliminary discussion as to the constitution and authority of the Board, and its powers in regard to summoning him and administering the oath, Mr. Fisher was duly sworn, and gave evidence as follows:—

FRANCIS MARION BATES FISHER SWORN.

Witness (to Mr. Stringer): With regard to the words on page 490 of *Hansard*, No. 22 "My first genuine recollection," &c., he thought he was correctly reported; that was his "revise." He did not now adhere to the statement he then made; he knew now it was absolutely wrong. He had stated in this paragraph that Mr. Willis and himself held a conversation as captain and lieutenant of a corps. He had left the corps in September, 1903; the voucher was not seen until subsequent to the 9th January, 1904—four months after he had left the corps. Manifestly, therefore, the statement was wrong. It was made in answer to an interjection across the floor of the House by the Premier, and he (Mr. Fisher) had been anxious to give the Premier all the information he could in order to clear up the matter; but he knew afterwards that the statement was wrong. He did not take the trouble to contradict it in the House. He would have done so had he known of this inquiry going to sit. There was no doubt it was wrong, because he was reporting Mr. Willis as having given him information of a document four months before he saw it—i.e., when in the Volunteer corps. The meaning of the statement he made was—whether expressed or not—that Willis made the statement to him when both were members of the Volunteer corps, witness as captain, Willis as lieutenant. He could not say when he had his first conversation with Willis on this voucher. He had said in Parliament, "I am sorry I cannot give him (the Premier) the means by which it was originally imparted to me." Some time early in the year, he could not say exactly when, it was common rumour that this or some such payment had been made to Captain Seddon. By "common rumour," he meant it was spoken of among volunteering officers. That was how he originally got hold of it. The date of that rumour was early in 1904—exactly when, he could not say. Subsequent to his being elected he had said to Mr. Willis on one occasion that he had heard young Seddon had received such a payment. He had not the slightest remembrance of what further conversation they held or where it took place; but from what was said he (witness) inferred that Mr. Willis knew something about it. He had gathered that impression from the conversation. Then he went to Wellington and endeavoured to find if there was anything in it. He ascertained that Captain Seddon was in Christchurch from the 1st to the 9th June, 1904, and told him he was going to deal with this information if he got hold of it, and he asked Willis to look up a payment of £76 about that time. He did not keep copies of these letters. Willis looked up the records, and the portion of letter he handed in was an extract from Willis's letter (Exhibit E). As far as witness knew, he had not the whole letter now, but he tore this extract off and pinned it on to his notes. He did not have it with him in the House when he spoke first on the 28th July; and when the Premier asked for further information he spoke again about three-quarters of an hour later, and quoted the number—15819—and the amount. He had in the meantime refreshed his memory by a perusal of the extract; he thought it referred to the Seddon voucher. He had chanced a good deal in going "nap" on this particular number, assuming it was the Seddon voucher. The extract he handed in (Exhibit E) was part of Willis's original letter. He thought it would be the top of page 27. It read as follows: "If you are right in the amount given you, I believe that voucher was No. 15819, of the 14th June, 1904, and was for £76/4/9. It was charged against the Defence vote, and the particulars on the voucher stated that it was for 'Reorganizing the Defence Stores, Wellington.' You might be able to obtain further particulars from somebody in the Paymaster-General's office, but I do not see that you need any." When holding correspondence of this nature with any one he always told them straight out to type their letters, no dates and no signatures, because he knew the "gang" he had to deal with in the Building; he did not care to trust his correspondence with them. He had no objection to these statements going down on the notes. This was the history of the transaction as far as he could remember, except where he had qualified it by an admission of inexact memory. He would support Mr. Willis in his statement that he had not supplied him with information prior to his (witness's) becoming a member of Parliament; he knew nothing about it before that. Such information as he had before his election was gained merely by rumour; it was that which led him to make inquiries. He could not say whom he heard it from; it was a long time ago. Confirming the story of the rumour, he might mention that yesterday Mr. Russell mentioned that he had been informed by Major Hobday that the latter also remembered hearing the rumour. He did not bother about the matter until he was a member of Parliament. He did not go to Mr. Willis, because he had found him "useful" on other occasions; he had got nothing of a departmental nature before from Mr. Willis, nor had he sought it. He had assumed, as soon as he became a member of the House, that if improper payments had been made it was part of his duty to exhaust all sources of information, although there was a difference of opinion on this point. It never occurred to him to go to Mr. McBeth for information. He knew Mr. McBeth. He had said that he had had no information at any time of a departmental nature or of a confidential nature from Mr. Willis prior to becoming a member of the House in

April, 1905. The first intimation *re* this voucher that he had received from Mr. Willis was merely an impression he had gathered. Willis had told him nothing, but he gathered that he (Willis) knew something—that there was something behind it. Then he had not decided to tackle the matter at all. His recollection was that Willis gave him no information when he first spoke to him. He had not asked Willis for any general information; he heard the rumour that went round, and the rumour was limited naturally to Volunteer officers. He had heard the amount of £76 4s. 9d. mentioned. The conversation referred to on page 13 of Mr. Willis's evidence was not the first conversation. In the first, Willis had given him no definite information, witness had merely gathered that Willis knew something about the matter—either from his manner or in some way. He thought his first communication was the extract handed in. He could not say whether the conversation took place before the extract reached him or subsequent. He thought the extract was first; it was in answer to a letter from himself. He would accept Willis's statements (as read by Mr. Stringer) *in re* this matter. The statement made by Mr. Willis on page 19 was probably correct; he himself was not clear as to the number of the conversations, their purport or sequence. He thought the inquiry addressed to him as to his "side" in the Seddon-Taylor case was irrelevant, but he had no objection to saying that his sympathies were with Mr. Taylor. Oh, no; he certainly had not got the information at that time from Willis *re* the voucher; if he had it would certainly have been used in the action. He was quite certain he did not have this information at the time of that trial.

The Board explained that the point was relevant merely as a memory aid.

Witness (to Mr. Stringer): He had thought the conversation was in December, 1904, when he made his speech in the House. His memory certainly was not accurate on that point. The *Hansard* "revise" he had spoken of was sent down while the debate was proceeding, and he had not considered its correction very carefully. He would not be guided by newspaper reports in any case. "Could not" give the "source of his information" meant inability, not unwillingness. No doubt it was possible, from Mr. Stringer's point of view, that Willis was the source of this information. Witness knew himself; the source was—common rumour. No doubt he got it from somebody—rumours could not be picked up floating in space. Willis and he were intimate and their interests allied; they would both take a keen interest in such matters as this improper payment. It was possible Willis gave him the information; it was possible the Premier did so: it was all a question of possibilities. He would not admit it was "probable" Willis told him the rumour in December, 1904. The debate was on the 28th July; he left Wellington on Saturday, was in Christchurch all day Sunday, did not see Willis till Monday morning, when passing the Post-office, and Willis came out. He would swear that he went home, and did not put his foot outside of it all day Sunday. Willis came out of Post-office and spoke to him in the Square on Monday. Witness asked Willis if that was the Sneddon voucher, and Willis replied affirmatively; and witness advised him to go inside—not to stop talking to him. He had written out apologies for the Premier and his son, and went to have a chat with Mr. Taylor before despatching them. They discussed the matter to some extent, and then, at Mr. Taylor's suggestion, he decided to consult Willis, and asked the latter to come to his office at five o'clock that afternoon (Monday). Willis said: "Don't send the telegrams; that Sneddon voucher is right, but there is a Seddon voucher besides." He did not think Willis promised to make a further search; he would have known at the time that would be fruitless, because the particulars were not in the office—only the amount and number. He had had no more numbers and amounts from Willis; he was not "taking" any more numbers. After receiving the affidavits—he could not say whether at his own (witness's) suggestion or that of somebody else—it was decided as a safeguard that Willis should make a copy of the details that were in the book in the office, and so when he said in the House that he believed he had "the right number now," he had in mind the fact of this list having been made. He knew there was a copy in existence, and that if they took this list out of the Christchurch Post-office they (witness and his friends) still had a check on the number; and he was perfectly satisfied then—and was now—that the destruction of the record would not matter. He knew that a list was made of the whole of the vouchers in the Christchurch Post-office. He had not received any information between the 9th August and date of making first charge. He had not the list then. He knew that Willis was to make a copy of the list. As soon as the matter assumed the dimensions it did, they knew there would be an inquiry, and said to one another that it was possible the record might be tampered with. It might be sent for from Wellington, and so Willis decided for his own protection to make a copy of all the record—dates and amounts. He would not like to say it was decided in their conversation on Monday: it certainly was decided some time that Willis should take a copy of these numbers and retain them for further information—not necessarily with the idea of preventing fraud on the part of the Department, but as a safeguard. They wished to have a copy. As a matter of fact, then, when he made his speech he had no other number, excepting the list, and he knew the number must be amongst them.

(To the Board): The idea of the affidavits emanated entirely from Mr. Taylor, and without witness's knowledge he instructed Mr. Salter to make them. It was Mr. Taylor who communicated with Willis and the others and asked them to go to Mr. Salter's office. Witness had not told Willis to go to Mr. Salter; he knew it was going to be done. Witness supposed he and Mr. Taylor were in agreement about the matter; and although he had no exact recollection of discussing the affidavits with Mr. Taylor and Mr. Willis, he would assent to what Mr. Willis had said about the point (page 12 of Willis's evidence—"With regard to the morning," &c.) He believed then and now that there was a Seddon voucher. As to the reason for getting the affidavits at all: they knew it would be certain destruction for these men to come straight out into the open, and the taking of the affidavits established his and Mr. Taylor's *bona fides* without disclosing the names of the persons concerned. Very probably Willis was right when he swore that he made the affidavit "at the request of Messrs. Taylor and Fisher." He had no particular

recollection—the whole thing from beginning to end was a terrific week's rush, and he could not profess to remember details like that. He had gone with Mr. Taylor and Mr. Willis to the houses of Larcombe and West, and thought they were quite justified in doing so. It was entirely wrong to say that they had got the men to commit themselves on oath just to protect them (the members). They had every confidence in the men, but wanted to establish their own *bona fides* in the House. He knew Willis too well to suppose that they would "go back on them." They had no communication with witness about the affidavits as far as he could remember—it was all a rush. To Willis, he thought, the whole circumstances of the case were altered when witness became a member of Parliament. This belief was entertained by some officials; others were perfectly satisfied they should not give information to anybody. Some officials submitted that they were justified, when they saw fraud, in informing a member of Parliament. These officials submitted that the declaration they took did not bind them to anything immoral. As to what was or was not immoral, they would have to form their own judgment. They regarded the matter in the same way as had been done in this case: that a member is a public trustee, and he must check public expenditure; and it was never intended, in the spirit of the declaration, to allow Civil servants to knowingly cover up what they knew to be an improper transaction. As to what was improper, these Civil servants would form their own judgment. They were not entitled to do so on "anything" and "everything," in his opinion; that was a point entirely at the disposition of the individual. Some men had not sufficient brains to recognise an improper transaction. Other men would see anything go through, on account of their financial obligations to their wives and families. But there were men who, when they saw something that was not right, in their opinion, would certainly "blow" about it. It was a question for the individual, they took their different views about it: he was certain of that. Some men really think that a member of Parliament stands in a different position from that occupied by a private individual. He was not concerned in this payment till he became a member of Parliament. Any conversations he had were certainly after his election. Other matters had been brought to his notice since by men who took up a similar position to that taken up by Willis; and, speaking as with his finger on the pulse of the public at a large meeting, the majority of the public, he knew, would say that a public servant is not bound to cover up what he believes to be an improper transaction. He was sure that was the common view. Of course, Willis had not known he was anxious to get information *re* the Seddon voucher until witness had communicated with him. He had no special wish to get *that* information; he had brought up a similar matter with regard to a man he had never seen; he had a right to express his opinion upon public payments. He himself thought many of the "rows" in the House were the result of information supplied from the various Departments. If the thing was "clean" there was nothing in it.

To Mr. Willis: He had not informed the Premier of the fact that he had visited the houses of Messrs. West and Larcombe, except in so far as replying affirmatively to a question put by the Premier across the floor of the House. The Premier had the information first. The Premier knew that witness had driven down in a cab, and everything else; his perfect system of espionage enabled him to have possession of these details.

Mr. Willis addressed the Board as follows: In considering this breach of regulations the Board had said it was not their duty to allot punishment, but he would ask them to remember that the punishment to a great extent rested with them. There were men in the service, he contended, guilty of far more serious breaches than his: he considered drunkenness more serious, and other matters. He asked the Board to take into consideration his length of service—sixteen years—without one black spot upon it. The Department's case against him rested on one regulation, and it was peculiar that they did not consider so much that breach itself as the circumstances surrounding it. Mr. Rose had stated the breach was more serious because of subsequent charges made against the Government based on the information he had supplied. He would ask the Board to put aside the political aspect of the question. The fact of these charges having been directed against the Premier, or the Premier's connection with them, made them neither more nor less serious than if they were directed against the lowest person in the land. He would call the attention of the Board to the fact that he had broken the regulations, if at all, when supplying the affidavits, but the Department took no action until after the Auditor-General's inquiry. Had the voucher turned up, apparently the Department would have considered he was justified in giving information about it. For the purpose of this inquiry it was assumed that the voucher existed—or, rather, as the Board preferred to put it, that his belief in its existence was an honest belief. He referred to the great delay in making the inquiry, and said that he had never asked for an elaborate inquiry. He would have been quite satisfied to take the ruling of the head of the Department as to whether or not he had committed breaches of the regulations in taking the action he had done. He had been suspended five weeks already, and was necessarily involved in a further term—a severe punishment in itself. No doubt the delay was to some extent unavoidable, but it also savoured to some extent of persecution. He contended that the first words of the declaration, on which the Department relied, were general words—of general application to postal packets, or other matters specifically referred to. This opinion he had had backed up by legal advice. There was no penalty attached to breach of trust mentioned in declaration, and he contended the latter should be read in conjunction with the regulation; without that it was useless. Apparently he had broken Rule 44, but not knowingly or wilfully. The regulations were issued and read in a haphazard fashion, and it was difficult to be conversant with so many. Mr. Morris's special instructions to him had reference to a leakage of information that had taken place at the time Mr. Morris gave those instructions. They were special in relation to a staff matter. Witness was not aware his instructions were meant to apply to such cases as the present. He admitted that apparently he had broken the regulations,

but he would, if necessary, take the risk again, as he considered it necessary in the public interest. When he entered the public service he did not forfeit his rights as a private citizen. He did not claim the right to inform *any* person of such a payment as this, but he thought he was justified in taking the information to a member of the House of Representatives. Not for a moment did he ever contemplate giving information on departmental matters to an outsider, but he considered then, as now, that a member of the House was a public trustee and entitled to the information. He believed his action had been necessary, and, outside the Civil Service Regulations, justified. He still believed the Board should take cognisance of the existence or non-existence of the voucher in considering his case. If it did not exist, he could not have imparted information gained in his official capacity. He contended that the Auditor-General's inquiry had been a perfect farce, but would not stay to demonstrate the point. With reference to the telegram: no specific regulation had been quoted. No. 44, by no stretch of imagination, could be made to apply. It was not right to judge of the merit of his action in sending the telegram by the contents of the telegram. Such a course he considered an interference with his rights as a citizen. He contended that the telegram had nothing to do with office matters. The only thing he intended to imply in the telegram was that their honour had been involved by their statements being questioned, and he was anxious to prove these statements true. His anxiety for the public inquiry was to establish his own veracity. If the Department's contention were correct, the head of the Department could hold the staff in terror—no man would be safe. He also referred to the fact that he had been misled by the fact of other telegrams being sent about this same matter by other officers. For example, Mr. Fisher had received a telegram from Williams, Dunedin clerk, and other men had done the same thing—forming precedents by which he was guided. He thought he should take all the responsibility for that telegram, and he wished to do so. It was made out entirely at his suggestion. It had been suggested that, where the Post Office Regulations did not apply, the ordinary relation between master and servant would hold good. The cases were entirely different. In private employment his master's interests were his own. In this case the Department's interests were not necessarily his interests: his interests were those of his real employers: the State, the people. The Premier of the colony had nothing whatsoever to do with him. He contended that the inquiry had not been into his alleged breach of regulations; but rather as to whether he had conspired with Messrs. Taylor and Fisher to prove the existence of a certain voucher for a political purpose. He considered that far too much account had been taken of the political aspect of the question, and that he had been examined from that point of view. The Premier's connection with the voucher had nothing to do with the charge nor with the divulgence of information, but the Board seemed to consider—as it appeared to him—that this connection did aggravate the offence. Reference had been made to the disturbance they had caused; the disturbance was not of their causing. The Premier should have dealt with the matter as an innocent man should deal with such a matter, and there would have been no disturbance. The Premier was responsible for the delay and disturbance—not the officers charged or those to whom they had imparted this information. He claimed that, although charged with breach of the Post Office Regulations, he had all along been treated under the Civil Service Regulations. He would also call the Board's attention to the fact that, when making the affidavits, the officers concerned had been informed by Mr. Salter that they were not breaking their declaration.

Mr. Stringer addressed the Board as follows: He contended that Mr. Willis's time had been mostly occupied in trying to get away from the issues involved, and in importing irrelevant and, in some respects, quite improper matter. He had had specific charges made against him, and admitted the facts, but pleaded ignorance of the regulations. It was extraordinary how such an intelligent man could put forward such a plea, especially after signing a certificate under his own hand that he had carefully read the rules, &c. After all, the regulations relied on were simply ordinary rules of honour, and it was hard to believe Mr. Willis did not know that he was violating them by his action. The only questions for the Board to consider were: Had violations of the regulations been committed, and, if so, were they grave violations. Mr. Stringer called the Board's attention particularly to page 11 of Willis's evidence: "In conclusion he would only repeat that he considered he was giving this information for the public good, and that he was not aware that he was committing a breach of any regulation by so doing." Also, on page (11), "He had not made the information public: he had merely given it to a member of the House of Representatives as a trustee for the public. He contended that he deliberately gave this information to a member of the House of Representatives (Mr. Fisher), knowing that he might use it for political purposes." Page 11: "As a private citizen he had a right to comment on payments made. He did not claim the right to attack any officer, or the Minister, or anybody else, through the information gained in the performance of his duties, but he did claim this right: that when he saw a large sum of money paid out of the public funds to a person he considered incompetent he had a perfect right to supply information anent the matter to a member of Parliament, who was for the time being one of the public trustees." Page 13: "He believed that Mr. Fisher intended to make an attack upon the Government through this payment." These passages showed the spirit in which Mr. Willis made these disclosures. He submitted that nothing could be more in contravention of the spirit of the regulations than such disclosures. Mr. Willis contended he had a right to sit in judgment upon the heads of the departments who have sanctioned payments, and, if in the plenitude of his wisdom, he considered a transaction "shady," he had a right to put a member of Parliament "on the track." Nothing could be more vicious than that contention, and public confidence would be destroyed by the retention in the public service of such unscrupulous persons. It was impossible for Mr. Willis to know what services Captain Seddon had performed in this instance, and he (Mr. Willis) merely assumed

his incapacity. With regard to charge No. 6, he could not contend that the Department had proved this giving of information in the month of December. Mr. Fisher had retracted his former statement, and now considered Willis more likely to be accurate than he himself. The point was not particularly material. He would, however, say that it was difficult to believe, in the face of their present knowledge, that the rumour was unconnected with Willis himself. Willis said he considered it necessary in the public interest that the matter should be disclosed; but he retained the knowledge of it in his bosom from between January and June, 1904, until April, 1905, when he had confided it to Mr. Fisher. He waited until Mr. Fisher was a member of Parliament, he says, and then gave the information to him.

Mr. Willis interjected that he had already explained his reason for this. He had not known before of a member of Parliament to whom he would trust the information, either with regard to this payment or any others that had gone through since.

Mr. Stringer said that no doubt Mr. Fisher would feel flattered by the singular trust reposed in him by Mr. Willis, but that did not alter his case.

In answer to a question, the Board said that the result of the inquiry would be notified to Mr. Willis in due course.

APPENDIX.

EXHIBIT A.

P.O. No. 75.]

POST OFFICER'S DECLARATION.

(Being the First Schedule in "The Post Office Act, 1881.")

I, JOSEPH WILLIS, do solemnly and sincerely declare that I will be true and faithful in the execution of the trust committed to my charge, and that I will not willingly or knowingly open, detain, return, or delay, or cause or suffer to be opened, detained, returned, or delayed, any letter which shall come into my hands, power, or custody, by reason of my employment in the Postal service, except with the consent of the person to whom such letter shall be directed, or in such cases as are or may be provided for by the Post Office Acts, or by any rules or regulations to be made in pursuance thereof.

And I do further declare that I will not intentionally read the contents of any letters which I may lawfully open, except so far as may be necessary for the purpose of ascertaining the name and address of the writer, or for any other lawful purpose; and that I will not divulge to any person whatever, except so far as lawfully required, any of the contents of any such letter which may have come to my knowledge in course of opening and examining the same for any such purpose as aforesaid.

J. WILLIS.

This declaration was made before me, at Christchurch, in the County of Selwyn, the 27th day of February, 1894.—C. M. Gray, Justice of the Peace.

P.O. No. 75.]

ELECTRIC TELEGRAPH OFFICERS.—Declaration to be made by all persons employed or engaged in any Telegraph-office of the Post Office and Telegraph Department, New Zealand.

I, JOSEPH WILLIS, do solemnly and sincerely declare that I will be true and faithful in the execution of the trust committed to my charge, and that I will not willingly or knowingly divulge the contents of any telegram coming to my knowledge in my official capacity, or suffer any other officer in the service to divulge the contents of any telegram coming to his knowledge in his official capacity. Moreover, I will neither detain nor delay, nor will I suffer any other officer in the service to detain or delay, any telegram intrusted to the charge of the Department for delivery, unless in such cases as may be provided for by the regulations and conditions approved of by the Electric Telegraph Commissioner.

J. WILLIS.

This declaration was made before me, this 11th day of June, 1895.—C. M. Gray, J.P.

P.O. No. 75.]

POST OFFICER'S DECLARATION.

(Being the First Schedule in "The Post Office Act, 1881.")

I, THOMAS WALTER WEST, do solemnly and sincerely declare that I will be true and faithful in the execution of the trust committed to my charge, and that I will not willingly or knowingly open, detain, return, or delay, or cause or suffer to be opened, detained, returned, or delayed, any letter which shall come into my hands, power, or custody, by reason of my employment in the Postal service, except with the consent of the person to whom such letter shall be directed, or in such cases as are or may be provided for by the Post Office Acts, or by any rules or regulations to be made in pursuance thereof.

And I do further declare that I will not intentionally read the contents of any letters which I may lawfully open, except so far as may be necessary for the purpose of ascertaining the name and address of the writer, or for any other lawful purpose; and that I will not divulge to any person whatever, except so far as lawfully required, any of the contents of any such letter which may have come to my knowledge in course of opening and examining the same for any such purpose as aforesaid.

THOMAS WALTER WEST.

This declaration was made before me, at Oamaru, in the County of Waitaki, the 26th day of August, 1899—George Brownlee, Justice of the Peace.

P.O. No. 75.]

TELEGRAPH OFFICER'S DECLARATION.—Declaration to be made by all Persons employed or engaged in the Service of the Post and Telegraph Department of New Zealand.

I, THOMAS WALTER WEST, do solemnly and sincerely declare that I will be true and faithful in the execution of the trust committed to my charge, and that I will not willingly or knowingly divulge the contents of any telegram coming to my knowledge in my official capacity, nor will I suffer any other officer in the service to divulge the contents of any telegram coming to his knowledge in his official capacity. Moreover, I will neither detain nor delay, nor will I suffer any other officer in the service to detain or delay, any telegram intrusted to the charge of the Department for delivery, unless in such cases as may be provided for by the regulations and conditions approved of by the Electric Telegraph Commissioner.

THOMAS WALTER WEST.

This declaration was made before me, at Oamaru, in the County of Waitaki, the 26th day of August, 1899.—George Brownlee, Justice of the Peace.

P.O. No. 75.]

POST OFFICER'S DECLARATION.

(Being the First Schedule in "The Post Office Act, 1881.")

I, WILLIAM JOHN LARCOMBE, do solemnly and sincerely declare that I will be true and faithful in the execution of the trust committed to my charge, and that I will not willingly or knowingly open, detain, return, or delay, or cause or suffer to be opened, detained, returned, or delayed, any letter which shall come into my hands, power, or custody, by reason of my employment in the Postal service, except with the consent of the person to whom such letter shall be directed, or in such cases as are or may be provided for by the Post Office Acts, or by any rules or regulations to be made in pursuance thereof.

I do further declare that I will not intentionally read the contents of any letters which I may lawfully open, except so far as may be necessary for the purpose of ascertaining the name and address of the writer, or for any other lawful purpose; and that I will not divulge to any person whatever, except so far as lawfully required, any of the contents of any such letter which may have come to my knowledge in course of opening and examining the same for any such purpose as aforesaid.

W. J. LARCOMBE.

This declaration was made before me, at Christchurch, in the County of Selwyn, the 9th day of March, 1898.—C. M. Gray, Justice of the Peace.

P.O. No. 75.]

TELEGRAPH OFFICER'S DECLARATION.—Declaration to be made by all persons employed or engaged in the Service of the Post and Telegraph Department of New Zealand.

I, WILLIAM JOHN LARCOMBE, do solemnly and sincerely declare that I will be true and faithful in the execution of the trust committed to my charge, and that I will not willingly or knowingly divulge the contents of any telegram coming to my knowledge in my official capacity, nor will I suffer any other officer in the service to divulge the contents of any telegram coming to his knowledge in his official capacity. Moreover, I will neither detain nor delay, nor will I suffer any other officer in the service to detain or delay, any telegram intrusted to the charge of the Department for delivery, unless in such cases as may be provided for by the regulations and conditions approved of by the Electric Telegraph Commissioner.

W. J. LARCOMBE,

Clerk, Post-office, Christchurch.

This declaration was made before me, at Christchurch, in the County of Selwyn, the 9th day of March, 1898.—C. M. Gray, Justice of the Peace.

P.O. No. 75.]

POST OFFICER'S DECLARATION.

(Being the First Schedule in "The Post Office Act, 1881.")

I, DAVID LUNDON, do solemnly and sincerely declare that I will be true and faithful in the execution of the trust committed to my charge, and that I will not willingly or knowingly open, detain, return, or delay, or cause or suffer to be opened, detained, returned, or delayed, any letter which shall come into my hands, power, or custody, by reason of my employment in the Postal service, except with the consent of the person to whom such letter shall be directed, or in such cases as are or may be provided for by the Post Office Acts, or by any rules or regulations to be made in pursuance thereof.

I do further declare that I will not intentionally read the contents of any letters which I may lawfully open, except so far as may be necessary for the purpose of ascertaining the name and address of the writer, or for any other lawful purpose; and that I will not divulge to any person whatever, except so far as lawfully required, any of the contents of any such letter which may have come to my knowledge in course of opening and examining the same for any such purpose as aforesaid.

DAVID LUNDON.

This declaration was made before me, at Dunedin, in the Provincial District of Otago, the 17th day of August, 1898.—J. P. Maitland, Justice of the Peace.

P.O. No. 75.]

TELEGRAPH OFFICER'S DECLARATION.—Declaration to be made by all Persons employed or engaged in the Service of the Post and Telegraph Department of New Zealand.

I, DAVID LUNDON, do solemnly and sincerely declare that I will be true and faithful in the execution of the trust committed to my charge, and that I will not willingly or knowingly divulge

the contents of any telegram coming to my knowledge in my official capacity, nor will I suffer any other officer in the service to divulge the contents of any telegram coming to his knowledge in his official capacity. Moreover, I will neither detain nor delay, nor will I suffer any other officer in the service to detain or delay, any telegram intrusted to the charge of the Department for delivery, unless in such cases as may be provided for by the regulations and conditions approved of by the Electric Telegraph Commissioner.

DAVID LUNDON.

This declaration was made before me, at Dunedin, in the Provincial District of Otago, the 20th day of August, 1898.—J. P. Maitland, Justice of the Peace.

EXHIBIT B.

RULE 1.

THESE rules are intended for the guidance not only of Postmasters, but also, as far as may be, of other officers of the Post and Telegraph Department, who are equally bound to observe them. As no breach of rule will be excused on the plea of ignorance, it is the duty of Postmasters to take care that their subordinate officers acquaint themselves with the rules affecting their respective duties.

True copy.

H. S. WARDELL.
CHAS. C. KETTLE.
J. W. POYNTON.

EXHIBIT C.

RULE 44.

No information may be given respecting letters, &c., which pass through a post-office, except to the persons to whom they are addressed. No officer may make public any official communication which he may receive, unless he shall be directed to do so, nor may he make known information which he may obtain by means of his office.

True copy.

H. S. WARDELL.
CHAS. C. KETTLE.
J. W. POYNTON.

EXHIBIT D.

CERTIFICATE OF PERUSAL.

I HAVE carefully read these rules, and understand them, and will use my best endeavours to give effect to them.

True copy.

H. S. WARDELL.
CHAS. C. KETTLE.
J. W. POYNTON.

EXHIBIT E.

(Produced by Mr. Fisher, M.H.R.)

If you are right in the amount given you, I believe that voucher was No. 15819, of the 14th June, 1904, and was for £76 4s. 9d. It was charged against the Defence vote, and the particulars on the voucher stated that it was for "Reorganizing the Defence Stores, Wellington." You might be able to obtain further particulars from somebody in the Paymaster-General's Office, but I do not see that you need any.

SIR,—

Christchurch, 13th September, 1905.

In reply to your memo. of the 8th instant, I beg to state that I have not in any way acted in contravention of my Post Officer's Declaration, and I am not aware of having broken any departmental regulation. I would point out that the matters mentioned by you have nothing whatever to do with the Post and Telegraph Department, and relate purely to the Treasury Department.

I admit having supplied Mr. F. M. B. Fisher, M.H.R., with the number of a certain voucher, and I also admit having given him and Mr. T. E. Taylor, M.H.R., an affidavit that I saw a voucher, for an amount exceeding £70, made out in favour of Captain R. J. S. Seddon, for the reorganization of the Defence Stores at Wellington. The said affidavit is absolutely true in substance and in fact, and I consider that I, as a taxpayer of the colony was fully justified in so doing. At the time I made the affidavit I certainly was not aware that it was a fraudulent payment, but I thought it an improper payment as, in my opinion, Captain R. J. S. Seddon is not a competent person to perform such service. The fact of the voucher being sent to Christchurch for payment made it look a "shady" transaction, and I considered that it should be brought under the notice of the people of the colony. I knew of no departmental regulation prohibiting me from supplying such information, and I still believe that an unrestricted public inquiry will prove the need for the matter being ventilated.

I admit having sent, conjointly with Messrs. Larcombe, West, and Lundon, the telegram mentioned by you. I would like to point out that I was forced, by circumstances over which I had no control, to petition the House of Representatives, because my honour had become involved, and to assist that petition and clear my character the telegram was sent at my suggestion; for which I can hardly be expected to express regret, as the action taken was a natural one and the case extraordinary. The departmental regulations are, I contend, not applicable.

I would ask that if a Board of Inquiry be set up to investigate these charges, that it shall be open to the public, and that it shall have the right of cross-examination. Since the Auditor-General's inquiry I have no faith in "Star Chamber" tribunals.

W. Gray, Esq., Secretary, Post and Telegraph Department.

I am, Sir,
J. WILLIS.

Forwarded through the Chief Postmaster, Christchurch.

SIR,—

Christchurch, 18th September, 1905.

Replying to your memo. of the 15th instant charging me with a further breach of duty in that "whilst discussing with Mr. F. M. B. Fisher at Christchurch a case then pending in the Supreme Court, I informed him that to my knowledge as Post-officer, Captain Seddon had received a payment to which he was not entitled—meaning thereby the alleged payment of over £70 for reorganizing Defence Stores"—to which the voucher is alleged to relate, I beg to deny the truth of such charge.

The Secretary, General Post Office, Wellington.

I am, &c.,
J. WILLIS.

Forwarded through the Chief Postmaster, Christchurch.

SIR,

Christchurch, 13th September, 1905.

In compliance with the request contained in your service of the 8th instant, in which you accuse me with a breach of duty, &c., I beg to submit the following:—

1. I am not aware, nor do I believe, that I have broken or contravened my Post Office Declaration or any regulation in connection with the above charges.

2. It is true that I gave the information to Mr. Fisher. It is also true that I mentioned the same to my wife on the day the voucher passed through the Chief Post-office, Christchurch, and, as I broke no oath in so doing, I submit that my offence in this respect, if there be any offence at all, was unwittingly committed.

3. I also admit that I caused to be delivered to Mr. Fisher an affidavit, and a copy of the same to Mr. Taylor, but at the time of doing so I was quite ignorant of transgressing any regulation.

4. I also admit joining with Messrs. Willis, West, and Lundon in sending the telegram to Mr. Taylor, but am not aware of any regulations forbidding me doing so. My sole reason for joining in sending the telegram was to vindicate, if possible, my position; and I would certainly not have signed it had I at the time been aware of any intention to give it publicity.

5. I would, under no circumstances, have been drawn into this matter but for the fact that I had been waited on at my private residence, and deeply regret the occasion has made it necessary for my suspension, and beg to ask that my true and faithful service during the past twenty years, in which I have always striven to do my best both for the Department and the public, will be given your kind consideration. In regard to my character both in and out of the office, I can confidently refer you to the following: Messrs. R. Kirton, late Chief Postmaster, Christchurch; D. Miller, Chief Postmaster, Wanganui; E. Northcroft, Chief Postmaster, Blenheim; S. P. Stevens, Chief Postmaster, Nelson; B. H. Keys, Officer in Charge, Napier; C. Hill, Assistant Officer in Charge, Dunedin; R. F. Houlihan, Assistant Officer in Charge, Auckland; and to present executive officers of the Christchurch Post and Telegraph Office.

I am, &c.,

W. J. LARCOMBE.

W. Gray, Esq., Secretary, Post and Telegraph Department, Wellington.

Forwarded through the Chief Postmaster, Christchurch.

SIR,—

Christchurch, 13th September, 1905.

With reference to the charges of breach of duty, contained in your letter of the 8th instant, I submit the following for favourable consideration:—

I admit that I informed Mr. F. M. B. Fisher, M.H.R., that a voucher for an amount exceeding £70 passed through the Post-office, Christchurch, payable to Captain R. J. S. Seddon, for reorganizing the Defence Stores, and also that I made an affidavit to that effect, a duplicate copy of which was handed to Mr. T. E. Taylor, M.H.R.

I deny that in any way whatever I have broken my Post Officers' Declaration, inasmuch as the aforesaid declaration covers only the dealing with postal packets.

As to the breach of regulations, I admit and express my deep regret that a regulation has been broken, but I can conscientiously say I was ignorant of its existence at the time of breaking it.

With reference to the charge of sending a telegram to Mr. T. E. Taylor, M.H.R., I admit sending, conjointly with Messrs. Willis, Larcombe, and Lundon, the telegram referred to, but I was forced by circumstances over which I had no control to petition the House of Representatives, because my honour had become involved, and to assist that petition and clear my character I joined with Messrs. Willis, Larcombe, and Lundon in sending the telegram referred to. I am, however, unable to find any regulation whereby the sending of the above may be considered as a breach of duty.

In considering my defence, I would like you to take into consideration my fairly lengthy service and my unblemished record during that period. I have always striven to do my best for the Department and the public, and if reinstated I will endeavour to give you every satisfaction.

I am, &c.,

T. W. WEST.

W. Gray, Esq., Secretary, Post and Telegraph Department, Wellington.

Forwarded through Chief Postmaster, Christchurch.

SIR,—

Christchurch, 13th September, 1905.

In compliance with your request of the 8th instant, I respectfully beg to make the following statement :—

I admit joining with Messrs. Larcombe, Willis, and West in sending to Mr. T. E. Taylor the telegram quoted in your service to me. At the time I was not aware that I was breaking any departmental regulation by so doing, and acted in complete ignorance of any such regulation.

I express regret for the breach of duty committed, and beg to assure you that I had no intention of going beyond the regulations.

I trust this statement will prove satisfactory. Should you permit me to resume duty, I will make myself conversant with the regulations of the Department, and will see that there will be no cause for such a charge in the future.

I am, &c.,

D. H. LONDON.

The Secretary, Post and Telegraph Department, Wellington.

Through the Chief Postmaster, Christchurch.

By Authority: JOHN MACKAY, Government Printer, Wellington.—1905.

